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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 entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

### Assistance:

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

### VHDA LIHTC Allocation Staff Contact Information

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
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 <b>Signed</b> 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 type="checkbox"/>            | K.1 Revitalization Area Certification                                                                                                                         |
| <input checked="" type="checkbox"/> | K.2 Location Map                                                                                                                                              |
| <input type="checkbox"/>            | K.3 Surveyor's Certification of Proximity To Public Transportation                                                                                            |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter                                                                                                                    |
| <input type="checkbox"/>            | Tab M: Locality CEO Response Letter                                                                                                                           |
| <input type="checkbox"/>            | Tab N: Homeownership Plan                                                                                                                                     |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter                                                                                                               |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements                                                                                          |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property                                                                   |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances                                                                                               |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification                                                                                                                       |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation                                                                                                                                  |
| <input type="checkbox"/>            | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population                                            |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal                                                                                             |
| <input 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: 3/9/2020

1. Development Name: Stonebrook Terrace

2. Address (line 1): 2140 Old Hundred Rd.  
 Address (line 2):  
 City: Midlothian State: VA Zip: 23114

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000  
 (Only necessary if street address or street intersections are not available.)

4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of Chesterfield County

5. The site overlaps one or more jurisdictional boundaries..... FALSE  
 If true, what other City/County is the site located in besides response to #4?.....

6. Development is located in the census tract of: 1009.27

7. Development is located in a Qualified Census Tract..... FALSE

8. Development is located in a Difficult Development Area..... FALSE

9. Development is located in a Revitalization Area based on QCT ..... FALSE

10. Development is located in a Revitalization Area designated by resolution ..... FALSE

11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE

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

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

3%	10%	12%
TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 7  
 Planning District: 15  
 State Senate District: 10  
 State House District: 65

Click on the following link for assistance in determining the districts related to this development:  
[Link to VHDA's HOME - Select Virginia LIHTC Reference Map](#)

14. ACTION: Provide Location Map (TAB K2)

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

Stonebrook Terrace is a proposed 64-unit multifamily community in Midlothian, Virginia. The development will offer a mix of well-appointed, energy-efficient one-, two-, and three-bedroom apartment homes complemented by a suite of amply-sized community spaces, including a two-story community room, shared laundry facilities, and fitness center. Situated on a 12.9-acre wooded parcel, the community will overlook a quiet pond while offering residents convenient access to public schools, numerous medical facilities, shopping, retail, and area employers.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/9/2020

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: Dr. Joseph P. Casey  
 Chief Executive Officer's Title: County Administrator Phone: (804) 748-1211  
 Street Address: 9901 Lori Rd.  
 City: Chesterfield State: VA Zip: 23832

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Daniel Cohen, Director of Community Enhancement

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

1. **Requesting Credits From:**

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

Richmond MSA Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

**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: [Redacted]

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: Stonebrook Terrace, LP

Developer Name: KCG Development, LLC

Contact: M/M ▶ Ms. First: Stacy MI:            Last: Kaplowitz

Address: 9333 N. Meridian St., Ste. 230

City: Indianapolis St. ▶ IN Zip: 46260

Phone: (202) 744-1479 Ext.            Fax:           

Email address: stacy.kaplowitz@kcgcompanies.com

Federal I.D. No. TBD (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.  
Erica Meissner, erica.meissner@kcgcompanies.com, (508) 341-3930

- 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
See attached and corresponding org chart.			0.000% <i>needs</i>
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%

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

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



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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Stonebrook Terrace, LP	(317) 708-7519	Owner	100%
TBD, LTD	(317) 708-7519	Investor Partner	99.98%
TBD, LLC	(317) 708-7519	Administrative Limited Partner	0.01%
KCG Stonebrook Terrace GP, LLC	(317) 708-7519	General Partner	0.01%
KCG Holdings, LLC	(317) 708-7519	Managing Member	90%
KCG Companies, LLC	(317) 708-7519	Sole Member	100%
ADC Communities II, LLC	(818) 449-5824	Member	50%
Shawn Horwitz	(818) 449-5824	Member	99%
Alliant ADC, Inc.	(818) 449-5824	Member	1%
Shawn Horwitz	(818) 449-5824	Sole Shareholder	100%
RJP Real Estate Holdings, Inc.	(317) 708-7519	Managing Member	50%
RJ Pasquesi	(317) 708-7519	Sole Shareholder	100%
TBD, LLC	(804) 545-5045	Member	10%
Commonwealth Catholic Charities	(804) 545-5045	Sole Member	100%
Jay Brown (Executive Director)	(804) 545-5045		

**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: 1/31/2021

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..... 1/31/2021 .

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: Rose Tract, LLC

Address: 14361 Sommerville Ct.

City: Midlothian St.: VA Zip: 23113

Contact Person: Jim Tucker Phone: (804) 396-4050

**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: John Nolde This is a Related Entity. FALSE  
Firm Name: Winthrop & Weinstine  
Address: Capella Tower, Ste. 3500, 225 S. 6th St., Minneapolis, MN 55402  
Email: jnolde@winthrop.com Phone: (612) 604-6720
2. Tax Accountant: Gordon Jack This is a Related Entity. FALSE  
Firm Name: Tidwell Group  
Address: 4249 Easton Way, Ste. 210, Columbus, OH 43219  
Email: gordon.jack@tidwellgroup.com Phone: (202) 271-5521
3. Consultant: Ryne Johnson This is a Related Entity. FALSE  
Firm Name: Astoria, LLC Role: Application Consultant  
Address: 3450 Lady Marian Ct., Midlothian, VA 23113  
Email: rynejohnson@astoriallc.com Phone: (804) 320-0585
4. Management Entity: TBD This is a Related Entity. FALSE  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: tina.waggoner@kcgcompanies.com Phone: (317) 218-4028
5. Contractor: TBD This is a Related Entity. FALSE  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: stacy.kaplowitz@kcgcompanies.com Phone: (202) 744-1479
6. Architect: Megan McIrvin Shope, AIA, LEED AP This is a Related Entity. FALSE  
Firm Name: Edward H. Winks - James P. Snowa Architects, P.C.  
Address: 2119 E. Franklin St., Ste. 200, Richmond, VA 23223  
Email: Mshope@ws-arch.com Phone: (804) 643-6196
7. Real Estate Attorney: \_\_\_\_\_ This is a Related Entity. FALSE  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_
8. Mortgage Banker: \_\_\_\_\_ This is a Related Entity. FALSE  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_
9. Other: Aaron Breed, PE This is a Related Entity. FALSE  
Firm Name: Balzer & Associates Role: Civil Engineer  
Address: 15871 City View Dr., Ste. 200, Midlothian, VA 23113  
Email: abreed@balzer.cc Phone: (804) 794-0571

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

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

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

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

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

b. Minimum Expenditure Requirements

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

4. Request For Exception

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

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶ Owner

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

Contact Person: Chris Yenson

Street Address: 1601 Rolling Hills Dr.

City: Richmond State: ▶ VA Zip: 23229-5011

Phone: (804) 545-5045 Extension: \_\_\_\_\_ Contact Email: Chris.Yenson@cccovva.org



**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:** Commonwealth Catholic Charities

**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	64	bedrooms	135
Total number of <b>rental</b> units in development	64	bedrooms	135
Number of low-income rental units	64	bedrooms	135
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	64	bedrooms	135
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.....	85,256.42 (Sq. ft.)		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	4,544.24 (Sq. ft.)		
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	0.00		
g. Total Usable Residential Heated Area.....	80,712.18 (Sq. ft.)		
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....	100.00%		
i. Exact area of site in acres .....	12.900		
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	777.81	SF	9	9
2BR Garden	1051.63	SF	39	39
3BR Garden	1305.19	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
			64	64

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Not applicable
- 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>FALSE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		

h. Development contains an elevator(s). TRUE  
 If true, # of Elevators. 1  
 Elevator Type (if known) Otis Gen2 - 4500#MRL

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

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

a. Business Center.....	<u>FALSE</u>	f. Limited Access.....	<u>TRUE</u>
b. Covered Parking.....	<u>FALSE</u>	g. Playground.....	<u>FALSE</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></u>

l. Describe Community Facilities: community room, shared laundry facilities, fitness center

m. Number of Proposed Parking Spaces..... 129  
 Parking is shared with another entity ..... FALSE

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

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	1.40%
Project Wide Capture Rate - Market Units	
Project Wide Capture Rate - All Units	1.20%
Project Wide Absorption Period (Months)	2

**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.
- 85.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. 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.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- TRUE p. 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.
- FALSE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

J. ENHANCEMENTS

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

- TRUE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- TRUE 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 checked="" type="checkbox"/> TRUE  | Earthcraft Gold or higher certification        | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input checked="" type="checkbox"/> FALSE | U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification                           |

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

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

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

- |                                           |                                     |                                |                         |
|-------------------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input checked="" 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.
- 64 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:
- 100% % of Total Rental Units

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

If not, please explain: Not applicable



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	16	19	22	0
Sewer	0	20	24	27	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$96	\$115	\$134	\$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: Richmond Regional Housing Authority

Contact person: Damon E. Duncan

Title: Chief Executive Officer

Phone Number (804) 780-4200

**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: 16  
% of total Low Income Units 25%

**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.

TRUE

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

0

d. Number of units receiving assistance:	<u>7</u>
How many years in rental assistance contract?	<u>15.00</u>
Expiration date of contract:	<u>9/3/2037</u>
There is an Option to Renew.....	<u>FALSE</u>

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

**L. UNIT DETAILS**

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

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

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


Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
7	10.94%	30% Area Median	210%
0	0.00%	40% Area Median	0%
25	39.06%	50% Area Median	1250%
0	0.00%	60% Area Median	0%
24	37.50%	70% Area Median	1680%
8	12.50%	80% Area Median	640%
0	0.00%	Market Units	
64	100.00%	<b>Total</b>	59.06%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
7	10.94%	30% Area Median	210%
0	0.00%	40% Area Median	0%
25	39.06%	50% Area Median	1250%
0	0.00%	60% Area Median	0%
24	37.50%	70% Area Median	1680%
8	12.50%	80% Area Median	640%
0	0.00%	Market Units	
64	100.00%	<b>Total</b>	59.06%

- b. The development plans to utilize average income..... TRUE  
 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	30% AMI	4	2	658.00	\$801.00	\$3,204
Mix 2	1 BR - 1 Bath	50% AMI	3		658.00	\$714.00	\$2,142
Mix 3	1 BR - 1 Bath	70% AMI	2		658.00	\$1,038.00	\$2,076
Mix 4	2 BR - 2 Bath	30% AMI	2	2	920.27	\$882.00	\$1,764
Mix 5	2 BR - 2 Bath	50% AMI	15	2	920.27	\$857.00	\$12,855
Mix 6	2 BR - 2 Bath	70% AMI	22		920.27	\$1,245.00	\$27,390
Mix 7	3 BR - 2 Bath	30% AMI	1	1	1159.30	\$1,171.00	\$1,171
Mix 8	3 BR - 2 Bath	50% AMI	7		1159.30	\$989.00	\$6,923
Mix 9	3 BR - 2 Bath	80% AMI	8		1159.30	\$1,530.00	\$12,240
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 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
Mix 35								\$0
Mix 36								\$0
Mix 37								\$0
Mix 38								\$0
Mix 39								\$0
Mix 40								\$0
Mix 41								\$0
Mix 42								\$0
Mix 43								\$0
Mix 44								\$0
Mix 45								\$0
Mix 46								\$0
Mix 47								\$0
Mix 48								\$0
Mix 49								\$0
Mix 50								\$0
Mix 51								\$0
Mix 52								\$0
Mix 53								\$0
Mix 54								\$0
Mix 55								\$0
Mix 56								\$0
Mix 57								\$0
Mix 58								\$0
Mix 59								\$0
Mix 60								\$0
Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0

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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>			64	7			\$69,765

<b>Total Units</b>	<b>64</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>60,361.33</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>60,361.33</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$6,400
2. Office Salaries			\$0
3. Office Supplies			\$1,408
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$38,866
<u>4.96%</u> of EGI	<u>\$607.28</u>	Per Unit	
6. Manager Salaries			\$50,000
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$1,920
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$9,000
11. Telephone & Answering Service			\$2,560
12. Tax Credit Monitoring Fee			\$2,560
13. Miscellaneous Administrative			\$0
<b>Total Administrative</b>			<b>\$112,714</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$9,600
16. Water			\$12,800
17. Gas			\$0
18. Sewer			\$0
<b>Total Utility</b>			<b>\$22,400</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,560
23. Trash Removal			\$6,400
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$12,800
28. Maintenance/Repairs Payroll			\$40,000
29. Repairs/Material			\$14,400
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$3,500
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,800
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$17,600
37. Miscellaneous			\$8,225
<b>Totals Operating &amp; Maintenance</b>			<b>\$107,285</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$51,648
39. Payroll Taxes	\$7,375
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$19,200
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,426
44. Health Insurance & Employee Benefits	\$8,400
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$88,049</b>

<b>Total Operating Expense</b>	<b>\$330,448</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	\$5,163	<b>C. Total Operating Expenses as % of EGI</b>	42.14%
------------------------------------------	---------	------------------------------------------------	--------

<b>Replacement Reserves</b> (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	<b>\$19,200</b>
-----------------------------------------------------------------------------------------	-----------------

<b>Total Expenses</b>	<b>\$349,648</b>
-----------------------	------------------

**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	10/27/2019	Stacy Kaplowitz
b. Site Acquisition	12/15/2020	Stacy Kaplowitz
c. Zoning Approval	Not Applicable	Not Applicable
d. Site Plan Approval	9/1/2020	Stacy Kaplowitz
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	7/1/2020	Stacy Kaplowitz
ii. Conditional Commitment		
iii. Firm Commitment	9/1/2020	Stacy Kaplowitz
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	7/1/2020	Stacy Kaplowitz
ii. Conditional Commitment		
iii. Firm Commitment	9/1/2020	Stacy Kaplowitz
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	7/1/2020	Stacy Kaplowitz
ii. Conditional Commitment		
iii. Firm Commitment	9/1/2020	Stacy Kaplowitz
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>	Docs submitted 2/4/2020	Stacy Kaplowitz
<b>3. IRS Approval of Nonprofit Status</b>	Not Applicable	
<b>4. Closing and Transfer of Property to Owner</b>	12/15/2020	Stacy Kaplowitz
<b>5. Plans and Specifications, Working Drawings</b>	9/1/2020	Stacy Kaplowitz
<b>6. Building Permit Issued by Local Government</b>	12/15/2020	Stacy Kaplowitz
<b>7. Start Construction</b>	1/1/2020	Stacy Kaplowitz
<b>8. Begin Lease-up</b>	1/1/2022	Stacy Kaplowitz
<b>9. Complete Construction</b>	1/1/2022	Stacy Kaplowitz
<b>10. Complete Lease-Up</b>	3/1/2022	Stacy Kaplowitz
<b>11. Credit Placed in Service Date</b>	4/1/2022	Stacy Kaplowitz

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)	6,494,656	0	0	6,494,656
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	6,494,656	0	0	6,494,656
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	570,000	0	0	70,000
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	1,137,500	0	0	1,137,500
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	1,707,500	0	0	1,207,500
<b>Total Structure and Land</b>	8,202,156	0	0	7,702,156
q. General Requirements	457,929	0	0	457,929
r. Builder's Overhead ( 1.9% Contract)	152,643	0	0	152,643
s. Builder's Profit ( 5.6% Contract)	457,929	0	0	457,929
t. Bonds	87,007	0	0	87,007
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>\$9,357,664</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,857,664</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	45,025			45,025
b. Architecture/Engineering Design Fee \$4,956 /Unit)	317,200			317,200
c. Architecture Supervision Fee \$1,044 /Unit)	66,800			66,800
d. Tap Fees	522,684			522,684
e. Environmental	10,000			10,000
f. Soil Borings				
g. Green Building (Earthcraft, LEED, etc.)				
h. Appraisal	7,500			7,500
i. Market Study	7,500			7,500
j. Site Engineering / Survey	102,445			102,445
k. Construction/Development Mgt				
l. Structural/Mechanical Study				
m. Construction Loan Origination Fee	243,000			11,571
n. Construction Interest ( 0.0% for 0 months)	579,500			434,625
o. Taxes During Construction	1,769			1,769
p. Insurance During Construction	75,000			75,000
q. Permanent Loan Fee ( 0.0% )	12,800			
r. Other Permanent Loan Fees				
s. Letter of Credit				
t. Cost Certification Fee				
u. Accounting				
v. Title and Recording	200,000			60,000
w. Legal Fees for Closing	150,000			150,000
x. Mortgage Banker				
y. Tax Credit Fee	65,050			
z. Tenant Relocation				
aa. Fixtures, Furnitures and Equipment	150,000			150,000
ab. Organization Costs				
ac. Operating Reserve	331,987			
ad. Contingency	585,033			585,033
ae. Security				
af. Utilities				

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Rent Reserves	16,000			
(2) Other* specify: Marketing Costs	25,000			
(3) Other* specify: 3rd Party Investor Expenses	50,000			
(4) Other* specify: Pre-Development Loan Inte	15,000			15,000
(5) Other* specify: RRHA PBV Fee	15,000			15,000
(6) Other* specify:				
(7) Other* specify:				
(8) Other* specify:				
(9) Other* specify:				
(10) Other* specify:				
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$3,594,293</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,577,152</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$12,951,957</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,434,816</b>
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	<b>1,574,157</b>	<b>0</b>	<b>0</b>	<b>1,574,157</b>
<b>4. Owner's Acquisition Costs</b>				
Land	1,350,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,350,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$15,876,114	\$0	\$0	\$13,008,973

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:**

**\$1,574,157**

Proposed Development's Cost per Sq Foot

\$170 **Meets Limits**

Applicable Cost Limit by Square Foot:

\$229

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	
<b>1. Total Development Costs</b>	15,876,114	0	0	13,008,973

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	13,008,973
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%)		0	0
<i>State Designated Basis Boosts:</i>			
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0	0
c. For Green Certification (Eligible Basis x 10%)			1,300,897
<b>Total Adjusted Eligible basis</b>		0	14,309,870

5. Applicable Fraction

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

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0	0	14,309,870
---	---	------------

7. Applicable Percentage

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

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

8. Maximum Allowable Credit under IRC §42

(Qualified Basis x Applicable Percentage)

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

\$0	\$0	\$1,287,888
-----	-----	-------------

\$1,287,888		Combined 30% & 70% P. V. Credit
-------------	--	---------------------------------

**Q. SOURCES OF FUNDS**

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	VHDA Taxable Bonds			\$12,150,000	
2.					
3.					
Total Construction Funding:				\$12,150,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	VHDA Taxable Bonds			\$5,900,000	\$319,886	4.15%	35.00	35.00
2.	REACH Funds			\$1,280,000	\$58,685	2.95%	35.00	35.00
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$7,180,000	\$378,571			

**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.	Chesterfield County		\$148,135
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$148,135

**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	\$1,280,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$12,150,000
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

---

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

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

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

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

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

- a. FALSE Real Estate Tax Abatement on the increase in the value of the development.
  
- b. TRUE **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.
  
- c. FALSE Other

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



**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	<u>\$0</u>	x Equity \$	<u>\$0.000</u>	= <span style="background-color: #f2f2f2;">\$0</span>
Amount of Virginia historic credits	<u>\$0</u>	x Equity \$	<u>\$0.000</u>	= <span style="background-color: #f2f2f2;">\$0</span>
b. Equity that Sponsor will Fund:				
i. Cash Investment	<u>\$0</u>			
ii. Contributed Land/Building	<u>\$0</u>			
iii. Deferred Developer Fee	<u>\$278,107</u>	(Note: Deferred Developer Fee cannot be negative.)		
iv. Other: <span style="background-color: #ffff00; border: 1px solid black; display: inline-block; width: 150px; height: 1em;"></span>	<u>\$0</u>			
<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>\$278,107</u>			

**2. Equity Gap Calculation**

a. Total Development Cost	\$15,876,114
b. Total of Permanent Funding, Grants and Equity	- <u>\$7,458,107</u>
c. Equity Gap	<span style="background-color: #f2f2f2;">\$8,418,007</span>
d. Developer Equity	- <u>\$844</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$8,417,163

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:	<u>Alliant Capital</u>		
Contact Person:	<u>Jennifer Erixon</u>	Phone:	<u>(818) 668-6800</u>
Street Address:	<u>21600 Oxnard St., Ste. 1200</u>		
City:	<u>Woodland Hills, CA</u>	State:	<u>                    </u>
		Zip:	<u>91367</u>
b. Syndication Equity			
i. Anticipated Annual Credits	<u>\$915,000.00</u>		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	<u>\$0.920</u>		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	<u>99.99000%</u>		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	<u>\$0</u>		
v. Net credit amount anticipated by user of credits	<span style="background-color: #f2f2f2;">\$914,909</span>		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<span style="background-color: #f2f2f2;">\$8,417,163</span>		
c. Syndication:	<u>Private</u>		
d. Investors:	<u>Corporate</u>		

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$8,417,163

**5. Net Equity Factor**

Must be equal to or greater than 85% 92.0000524643%

**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		\$15,876,114
2. Less Total of Permanent Funding, Grants and Equity	-	\$7,458,107
3. Equals Equity Gap		\$8,418,007
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		92.0000524643%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$9,150,002
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$915,000
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$1,287,888
8. Requested Credit Amount	For 30% PV Credit:	\$0
	For 70% PV Credit:	\$915,000
Credit per LI Units	\$14,296.8750	
Credit per LI Bedroom	\$6,777.7778	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$915,000</b>

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



T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	784,157	799,841	815,837	832,154	848,797
Less Oper. Expenses	349,648	360,137	370,942	382,070	393,532
Net Income	434,509	439,703	444,896	450,084	455,265
Less Debt Service	378,571	378,571	378,571	378,571	378,571
Cash Flow	55,938	61,132	66,325	71,513	76,694
Debt Coverage Ratio	1.15	1.16	1.18	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	865,773	883,089	900,750	918,765	937,141
Less Oper. Expenses	405,338	417,498	430,023	442,924	456,211
Net Income	460,435	465,591	470,727	475,842	480,929
Less Debt Service	378,571	378,571	378,571	378,571	378,571
Cash Flow	81,864	87,020	92,156	97,271	102,358
Debt Coverage Ratio	1.22	1.23	1.24	1.26	1.27

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	955,883	975,001	994,501	1,014,391	1,034,679
Less Oper. Expenses	469,898	483,995	498,514	513,470	528,874
Net Income	485,986	491,007	495,987	500,921	505,805
Less Debt Service	378,571	378,571	378,571	378,571	378,571
Cash Flow	107,415	112,436	117,416	122,350	127,234
Debt Coverage Ratio	1.28	1.30	1.31	1.32	1.34

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

Bldg #	BIN if known	NUMBER OF		DO NOT use the CUT feature					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	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.		64	0	2140 Old Hundred Rd.		Midlothian	VA	23114				\$0				\$0	\$14,309,870	04/01/22	9.00%	\$1,287,888
2.												\$0				\$0				\$0
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
		64	0	Totals from all buildings					\$0			\$0				\$0	\$14,309,870			\$1,287,888

Number of BINS: 1

**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: Stonebrook Terrace, LP  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By:   
Its: Manager  
\_\_\_\_\_  
(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: MEGAN SHOPE  
Virginia License#: 0401012111  
Architecture Firm or Company: EDWARD H. WILKS - JAMES P. SHAW ARCHITECTS, P.C.

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

**1. READINESS:**

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

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	<u>4.45</u>
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	<u>0.00</u>
c. Subsidized funding commitments	0.93%	Up to 40	<u>1.87</u>
d. Tax abatement on increase of property's value	N	0 or 5	<u>0.00</u>
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	<u>10.00</u>
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	<u>30.00</u>
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	<u>0.00</u>
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	<u>0.00</u>
i. Dev. located in area with increasing rent burdened population	Y	Up to 20	<u>20.00</u>
<b>Total:</b>			<u><u>66.32</u></u>

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

**3. DEVELOPMENT CHARACTERISTICS:**

a. Amenities (See calculations below)			59.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	N	0, 10 or 20	0.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	14.40
i. Historic Structure	N	0 or 5	0.00
Total:			<u>158.40</u>

**4. TENANT POPULATION CHARACTERISTICS:**

Locality AMI	State AMI
\$86,400	\$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	25.00%	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)	10.94%	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	73.42
b. Cost per unit		Up to 100	32.00
Total:			<u>105.42</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: 530.14**

**Amenities:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>59.00</u>
 All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
 <b>Total amenities:</b>		<b><u>59.00</u></b>

X. Development Summary

Summary Information

2020 Low-Income Housing Tax Credit Application For Reservation

**Deal Name:** Stonebrook Terrace

**Cycle Type:** 9% Tax Credits  
**Allocation Type:** New Construction  
**Total Units:** 64  
**Total LI Units:** 64  
**Project Gross Sq Ft:** 85,256.42  
**Green Certified?** TRUE

**Requested Credit Amount:** \$915,000  
**Jurisdiction:** Chesterfield County  
**Population Target:** General  
**Owner Contact:** Stacy Kaplowitz

<b>Total Score</b> 530.14
------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$7,180,000	\$112,188	\$84	\$378,571

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$8,202,156	\$128,159	\$96	51.66%
General Req/Overhead/Profit	\$1,068,501	\$16,695	\$13	6.73%
Other Contract Costs	\$87,007	\$1,359	\$1	0.55%
Owner Costs	\$3,594,293	\$56,161	\$42	22.64%
Acquisition	\$1,350,000	\$21,094	\$16	8.50%
Developer Fee	\$1,574,157	\$24,596	\$18	9.92%
<b>Total Uses</b>	<b>\$15,876,114</b>	<b>\$248,064</b>		

Total Development Costs	
Total Improvements	\$12,951,957
Land Acquisition	\$1,350,000
Developer Fee	\$1,574,157
<b>Total Development Costs</b>	<b>\$15,876,114</b>

Income		
Gross Potential Income - LI Units		\$843,180
Gross Potential Income - Mkt Units		\$0
Subtotal		\$843,180
Less Vacancy %	7.00%	\$59,023
<b>Effective Gross Income</b>		<b>\$784,157</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$112,714	\$1,761
Utilities	\$22,400	\$350
Operating & Maintenance	\$107,285	\$1,676
Taxes & Insurance	\$88,049	\$1,376
<b>Total Operating Expenses</b>	<b>\$330,448</b>	<b>\$5,163</b>
Replacement Reserves	\$19,200	\$300
<b>Total Expenses</b>	<b>\$349,648</b>	<b>\$5,463</b>

Cash Flow	
EGI	\$784,157
Total Expenses	\$349,648
<b>Net Income</b>	<b>\$434,509</b>
Debt Service	\$378,571
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

**Proposed Cost Limit/Sq Ft:** \$170  
**Applicable Cost Limit/Sq Ft:** \$229

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	9
# of 2BR	39
# of 3BR	16
# of 4+ BR	0
<b>Total Units</b>	<b>64</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	7	7
40% AMI	0	0
50% AMI	25	25
60% AMI	0	0
>60% AMI	32	32
<b>Market</b>	<b>0</b>	<b>0</b>

Income Averaging? TRUE

Extended Use Restriction? 30

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$169.39** Credits/SF = **13.28071** Const \$/unit = **\$146,213.5000**

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**  
**400**  
**1**

**400**  
**1**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	777.81	1,051.63	1,305.19	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	9	39	16	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	198,855	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	198,855	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	198,855	265,140	311,540	0	0	0	0
PROJECT COST PER UNIT	0	131,749	178,130	221,080	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	16,751	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	16,751	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	16,751	22,335	26,244	0	0	0	0
PROJECT CREDIT PER UNIT	0	10,330	13,966	17,334	0	0	0	0
COST PER UNIT POINTS	0.00	4.75	20.00	7.26	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	10.78	45.66	16.98	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **32.00**

TOTAL CREDIT PER UNIT POINTS **73.42**

**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	198,855	265,140	311,540	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>198,855</b>	<b>265,140</b>	<b>311,540</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	16,751	22,335	26,244	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>16,751</b>	<b>22,335</b>	<b>26,244</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	198,855	265,140	311,540	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>198,855</b>	<b>265,140</b>	<b>311,540</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	16,751	22,335	26,244	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>16,751</b>	<b>22,335</b>	<b>26,244</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$169.39** Credits/SF = **13.28071** Const \$/unit = **\$146,213.50**

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**  
**400**  
**1**

**400**  
**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	777.81	1,051.63	1,305.19	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	9	39	16	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	198,855	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	198,855	265,140	311,540	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	198,855	265,140	311,540	0	0	0	0
PROJECT COST PER UNIT	0	131,749	178,130	221,080	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	16,751	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	16,751	22,335	26,244	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	16,751	22,335	26,244	0	0	0	0
PROJECT CREDIT PER UNIT	0	10,330	13,966	17,334	0	0	0	0
COST PER UNIT POINTS	0.00	4.75	20.00	7.26	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	10.78	45.66	16.98	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **32.00**

TOTAL CREDIT PER UNIT POINTS **73.42**

**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	198,855	265,140	311,540	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>198,855</b>	<b>265,140</b>	<b>311,540</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	16,751	22,335	26,244	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>16,751</b>	<b>22,335</b>	<b>26,244</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**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>	<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**

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Standard Cost Parameter - low rise	0	198,855	265,140	311,540	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>198,855</b>	<b>265,140</b>	<b>311,540</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>16,751</b>	<b>22,335</b>	<b>26,244</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



A

# Partnership or Operating Agreement

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

**AGREEMENT OF LIMITED PARTNERSHIP  
OF  
STONBROOK TERRACE, LP**

The parties, having formed a limited partnership as of February \_\_\_, 2020<sup>1</sup> under the Virginia Revised Uniform Limited Partnership Act (the “Act”), have agreed as follows:

1. NAME. The name of the Partnership is STONEBROOK TERRACE, LP (the “Partnership”).
2. BUSINESS: The Partnership has been organized for the following purposes:
  - a. The business of the Partnership is to acquire and develop multifamily residential properties serving low income market rate populations.
  - b. To perform any act necessary or convenient to accomplish, or in connection with, the foregoing purposes.
3. PRINCIPAL PLACE OF BUSINESS. The Partnership’s principal place of business is at: 9333 N. Meridian St., Suite 230, Indianapolis, IN 46260
4. NAME, ADDRESS AND LIMITED PARTSHIP INTEREST OF EACH PARTNER: The names, addresses and Partnership interest of the partners of the Partnership (the “Partners”) are set forth on Exhibit A attached hereto.
5. TERM AND DISSOLUTION. The Partnership shall continue in full force and effect until March 4, 2070 except that the Partnership shall be dissolved and its assets liquidated prior to such date upon:
  - a. The sale or other disposition of all or substantially all of the assets of the Partnership;
  - b. The occurrence of any event as a result of which no general partner remains if the Partnership is not reconstructed pursuant to an election by the limited partners;
  - c. The election to dissolve the Partnership made in writing by the general partner with the consent of the limited partners; or
  - d. The entry of a final decree of dissolution of the Partnership by a court of competent jurisdiction.

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<sup>1</sup> Awaiting confirmation from Virginia Secretary of State

Upon the dissolution of the Partnership, the general partner (or, for purposes of this paragraph, its trustees, receivers or successors), shall cause the cancellation of the partnership's Certificate of limited Partnership, liquidate the Partnership assets and apply and distribute the proceeds thereof in accordance with Paragraph 9. Notwithstanding the foregoing, if during the liquidation the general partner shall determine that an immediate sale of all of the Partnership's assets would be impermissible, impractical or would cause undue loss to the Partners, the general partner may either (i) defer liquidation of, and withhold from distribution for a reasonable time, any assets of the Partnership, except those necessary to satisfy Partnership debts and obligations, or (ii) distribute Partnership assets to the Partners in kind.

6. WITHDRAWAL OF A GENERAL PARTNER. A general partner may withdraw from the Partnership only as a result of changes in applicable law that would so require such withdrawal, including specifically any program requirements necessary to maintain an allocation of low income housing tax credits under Section 42 of the Internal Revenue Code. Upon the withdrawal of a general partner for any reason, the remaining general partners shall have the right and obligation to continue the business of the Partnership and shall, within 30 days after such withdrawal, notify the limited partners of such withdrawal. If, following the withdrawal of general partner, there is no remaining general partner, the limited partners may elect to reconstitute the Partnership and continue the business of the Partnership of the balance of its term by selecting a successor general partner. If the limited partners so elect and admit the successor general partner, the relationship among the then partners shall be governed by this Agreement.
7. CAPTIAL CONTRIBUTIONS. The Partners have contributed the amounts shown on Exhibit A to the capital of the Partnership.
8. PROFITS, LOSSES AND DISTRIBUTIONS. Partnership profits and losses shall be allocated and Partnership distributions shall be made to the Partners in accordance with their Partnership interests as set forth on Exhibit A.
9. POWER AND AUTHORITY OF GENERAL PARTNER. Except as provided in Section 10 hereof, the General Partner shall have complete and exclusive control over the day-to-day management of the Partnership's business and affairs, and the Limited Partner shall have no right to participate in the management or conduct of the Partnership's business or affairs nor any power or authority to act for or on behalf of the Partnership in any respect whatsoever.
10. LIMITATION OF GENERAL PARTNER'S POWER AND AUTHORITY. The General Partner shall not do any of the following:
  - a. Act in contravention of the Agreement or the Act;

- b. Act in any manner which would make it impossible to carry on the ordinary business of the Partnership;
  - c. Confess a judgment against the Partnership without the written consent or affirmative vote of the Limited Partner;
  - d. Possess Partnership property, or assign rights in specific Partnership property, for other than the exclusive benefit of the Partnership, or as a limited partner without the written consent or affirmative vote of the Limited Partner;
  - e. Except in the connection with the winding up of the Partnership, sell, transfer, encumber, pledge, mortgage, hypothecate, exchange or otherwise dispose of the assets acquired by the Partnership without the written consent of the Limited Partner;
  - f. Borrow funds from any source without the written consent of the Limited Partner;  
and
  - g. Obligate the Partnership to any extraordinary transaction or to any transaction not in the normal course of the day-to-day management of the Partnership's business as set forth in Section 2 hereof without the written consent of the Limited Partner.
11. AMENDMENTS. This Agreement may be amended at any time by the written consent of the General Partner and the Limited Partner.

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**SIGNATURE PAGE FOR  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
STONEBROOK TERRACE, LP**

IN WITNESS WHEREOF, this Agreement of Limited Partnership has been duly executed by the parties hereto as of the day and year first written above.

GENERAL PARTNER:

KCG STONEBROOK TERRACE GP, LLC, a  
Virginia limited liability company

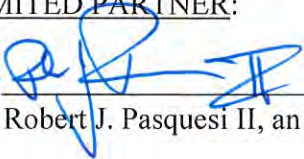
By: KCG Holdings, LLC,  
a Florida limited liability company,  
its Managing Member

By: KCG Companies, LLC,  
a Florida limited liability company  
its Sole Member

By: RJP Real Estate Holdings,  
Inc.,  
a Florida corporation,  
its Managing Member

By:   
Robert J. Pasquesi II, President

LIMITED PARTNER:

By:   
Robert J. Pasquesi II, an Individual

**EXHIBIT A**  
**STONEBROOK TERRACE, LP**  
**PARTNERSHIP SCHEDULE**

**STATUS**

**NAME AND ADDRESS**

General Partner:

KCG Stonebrook Terrace GP, LLC  
9333 N. Meridian St., Ste. 230  
Indianapolis, IN 46260

Limited Partner:

Robert J. Pasquesi, an Individual  
9333 N. Meridian St., Ste. 230  
Indianapolis, IN 46260

## DEVELOPMENT FEE AGREEMENT

**THIS DEVELOPMENT FEE AGREEMENT** (this "*Agreement*") is made and entered into effective as of March 9, 2020, by and between **KCG DEVELOPMENT, LLC**, a Florida limited liability company (the "*Developer*"), and **STONEBROOK TERRACE, L.P.**, a Virginia limited partnership (the "*Partnership*").

### WITNESSETH:

WHEREAS, the Partnership has been formed for the purposes, inter alia, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located in Midlothian, Virginia together with all improvements, furnishings, equipment and personal property to be located thereon (together, the land and improvements are known as Stonebrook Terrace and will be collectively referred to as the "*Apartment Complex*"), which Apartment Complex upon completion will consist of two residential buildings totaling 64 apartment units with a community room, fitness center, and all furnishings, equipment, land, real property and personal property used in connection with the operation thereof, and is intended to be rented and managed in order that it will qualify for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the "*Code*");

WHEREAS, in order to effectuate the purposes for which it has been formed, the 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 amends and restates in total any and all prior agreements and sets forth the obligations of, and the services to be performed by, the Developer and the compensation for such services.

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

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

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

(b) to be cognizant of and advise the 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 cash flow projections and coordinating professionals in connection therewith;

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

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

(g) to record the progress on all of the foregoing, and, as requested, submit written progress reports to the 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 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 for in any manner or form and shall not perform any of the following services, it being the understanding between the parties hereto that all such listed activities and services are the exclusive responsibility of the Partnership, the General Partner and/or consultants or others engaged by the Partnership:

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

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

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

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



- (e) any services with respect to the lease-up of the Apartment Complex units (such services already having been contemplated in the Management Agreement);
- (f) any services in connection with the organizational structure of the Apartment Complex and any entity with respect thereto or the organization of the Partnership; and
- (g) any services in connection with obtaining any rental subsidies for the Apartment Complex.

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

**Section 3. Development Fee.**

(a) In consideration of the performance by the Developer of the development services described herein, the Partnership shall pay to the Developer a development fee (the "**Development Fee**") in the amount of \$1,574,157. 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 in the [Amended and Restated Agreement of Limited Partnership] of the Partnership to be entered into after the date hereof (the "**Partnership Agreement**"), 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 last building in the Apartment Complex (or, if earlier, as of the end of the first year of the credit period (as such term is defined in Section 42(f)(1) of the Code)). All amounts due and payable hereunder shall be paid in accordance with the Partnership Agreement.

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

fifteenth anniversary of Construction Completion.

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

**Section 5. Miscellaneous.**

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

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

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

such provision shall be replaced with an enforceable provision which corresponds with the spirit of the omitted provision, and no other provision of this Agreement shall be affected by such omission or unenforceability.

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

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

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

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

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

**Section 8. Responsibilities of the Partnership.** In order for the Developer to perform 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 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.

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

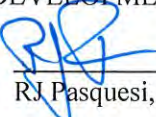
*[End of text; signatures begin on following page]*

DRAFT

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

DEVELOPER:

KCG DEVELOPMENT, LLC, a Florida limited liability company

By:  \_\_\_\_\_  
RJ Pasquesi, President

PARTNERSHIP:

STONEBROOK TERRACE, LP, a Virginia limited partnership

By: KCG STONEBROOK TERRACE GP, LLC, a Virginia limited liability company  
Its general partner

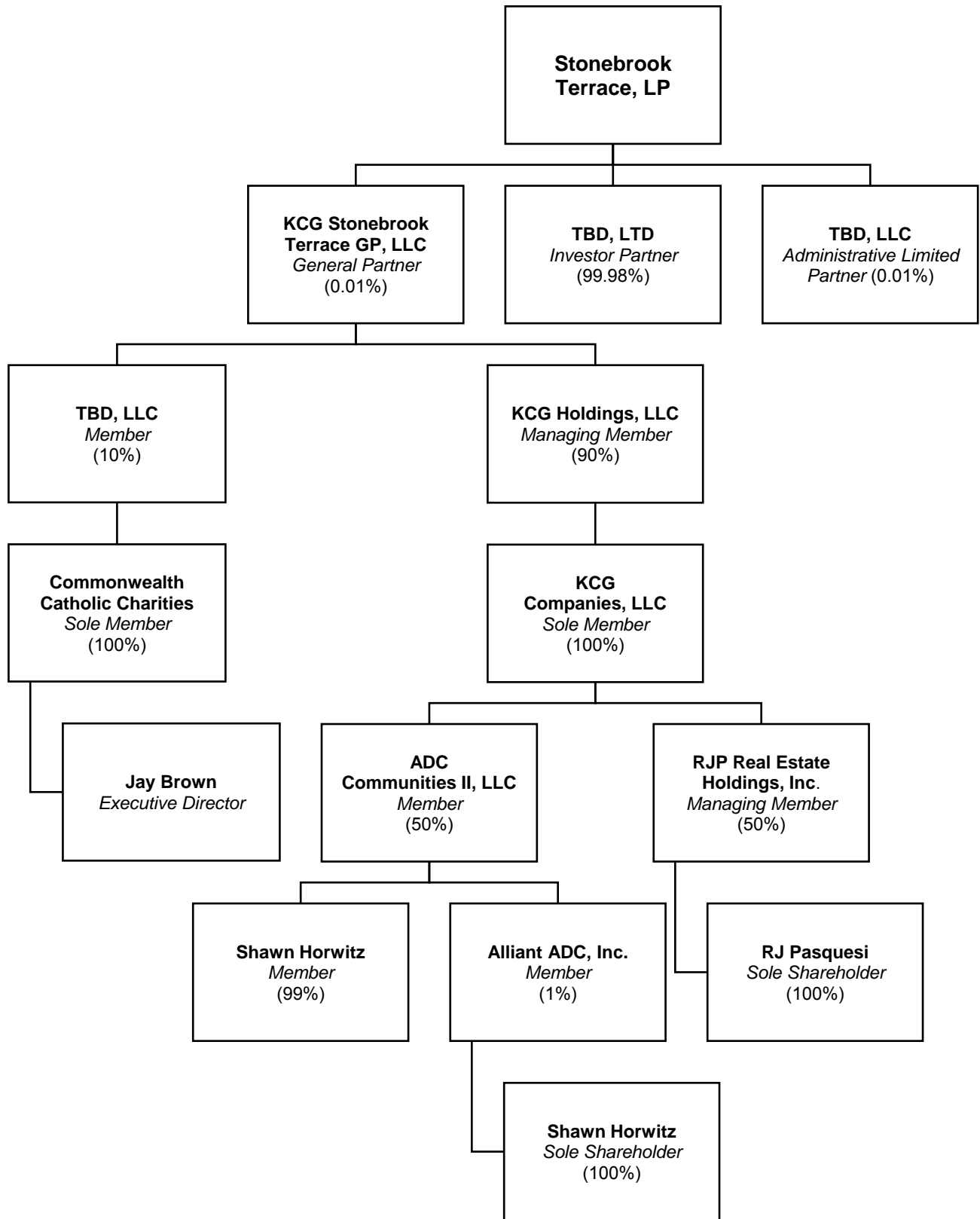
By: KCG HOLDINGS, LLC, a Florida limited liability company  
Its manager

By: KCG COMPANIES, LLC, a Florida limited liability company  
Its manager

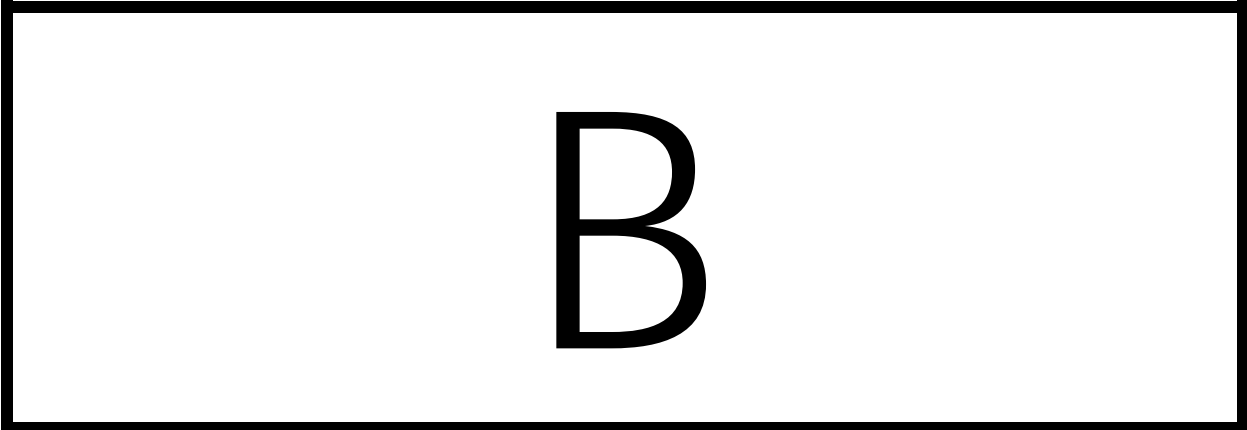
By: RJP REAL ESTATE HOLDINGS, INC., a Florida corporation  
Its manager

By:  \_\_\_\_\_  
R.J. Pasquesi, President

DRAFT



\*Commonwealth Catholic Charities to transfer 10% member interest to a to-be-formed, single-member LLC



B

# Virginia State Corporation Commission Certification (MANDATORY)

\*The SCC Certification for the Ownership Entity has not been received as of March 12, 2020. The provided filing status report is intended to serve as proof that the Certificate of Limited Partnership was submitted to the Virginia State Corporation Commission for filing on February 4, 2020.



600 WILSHIRE BLVD., STE. 980  
LOS ANGELES, CA 90017  
**P: 888.600.9540**  
**F: 866.621.3527**  
LA@COGENCYGLOBAL.COM  
COGENCYGLOBAL.COM

Cogency Order #: 1183203

Client Reference #: KCG – Virginia

## **CORPORATE FILING STATUS REPORT**

Entity Names	<b>KCG Stonebrook Terrace GP, LLC Stonebrook Terrace, LP</b>
Entity Type	<b>Articles of Organization Certificate of Limited Partnership</b>
Service Requested	Filing Status
Status Date	3/11/2020
Jurisdiction	Virginia State Corporation Commission

On February 2, 2020, we received the attached Articles of Organization and Certificate of Limited Partnership from Jim Villarreal at Alliant Capital Ltd. and submitted the same documents to the Virginia State Corporation Commission for filing February 4, 2020.

Report prepared for: Jim Villarreal  
Alliant Capital, LTD.

Thank you for using COGENCY GLOBAL INC. If you have any questions or concerns, please contact me.

Patrick Kellner  
866-621-3516  
[pkellner@coagencyglobal.com](mailto:pkellner@coagencyglobal.com)

---

● **CORPORATE HQ**  
COGENCY GLOBAL INC.  
10 E 40<sup>TH</sup> ST, 10<sup>TH</sup> FL  
NY, NY 10016  
**D: +1.212.947.7200**  
**P: 800.221.0102**  
**F: 800.944.6607**

● **EUROPEAN HQ**  
COGENCY GLOBAL (UK) LIMITED  
REGISTERED IN ENGLAND & WALES,  
REGISTRY #8010712  
6 BEVIS MARKS, 1<sup>ST</sup> FL  
LONDON EC3A 7BA  
**+44 (0)20.3786.1090**

● **ASIA PACIFIC HQ**  
COGENCY GLOBAL (HK) LIMITED  
A HONG KONG LIMITED COMPANY  
INFINITUS PLAZA, 12<sup>TH</sup> FL  
199 DES VOEUX RD CENTRAL  
HONG KONG  
**P: +852.3975.1803**  
**F: +852.3796.3000**





Form  
**LLC1011**  
(Rev. 11/19)

State Corporation  
Commission

## Articles of Organization of a Virginia Limited Liability Company

Pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, the undersigned state(s) as follows:

**Article I** The limited liability company's name: KCG Stonebrook Terrace GP, LLC

**Article II** A. The name of the LLC's initial registered agent: COGENCY GLOBAL INC.

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

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

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

**OR**

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

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

250 Browns Hill Court, Midlothian, VA 23114

(number/street) (city or town) (zip)

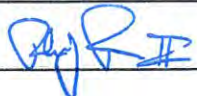
B. The registered office is located in the  county or  city of Chesterfield

**Article IV** The LLC's principal office address, including the street and number, is

9333 N. Meridian St., Ste 230, Indianapolis, Indiana 46260

(number/street) (city or town) (state) (zip)

### Signature(s) of Organizer(s):

Signature	Printed Name	Date	Tel. # (optional)	Email Address (optional)
	Robert J. Pasquesi II	1/30/2020	(317) 708-6519	Rj.Pasquesi@KCGCompanies.com

Business Tel. # (optional) \_\_\_\_\_ Business Email Address (optional) \_\_\_\_\_

**Required Fee: \$100.00**

**See Instructions that follow**



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

LPA-73.11  
(12/19)

CERTIFICATE OF LIMITED PARTNERSHIP

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

1. The name of the limited partnership is

Stonebrook Terrace, LP

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

COGENCY GLOBAL INC.

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

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

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

OR

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

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

250 Browns Hill Court Midlothian, VA 23114  
(number/street) (city or town) (zip)

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

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

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

**Check and complete if applicable:**

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

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

9333 N. Meridian St., Ste 230 Indianapolis IN 46260  
(number/street) (city or town) (state) (zip)

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

_____	01/03/2020
(signature)	(date)
Robert J. Pasquesi II, President of the General Partner	(317) 708-6519
(printed name and title)	(telephone number (optional))
_____	_____
(signature)	(date)
_____	_____
(printed name and title)	(telephone number (optional))

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

SEE INSTRUCTIONS ON THE REVERSE

C

Principal's Previous  
Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name: \_\_\_\_\_

Name of Applicant (entity): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**R.J. Pasquesi**  
\_\_\_\_\_

Printed Name

**02/24/2020**  
\_\_\_\_\_

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: Stonebrook Terrace  
 Name of Applicant: Stonebrook Terrace, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: ADC Communities II, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	AP Lofts, Buffalo, NY	AP Lofts Apartments, LP; (317) 708-0943	N	146	118	2018	2019	N
2	The Exchange, Winder, GA	The Exchange Development, LP; (317) 708-0943	N	130	117	2018	2019	N
3	The Exchange @ 104, Fond du Lac, WI	Exchange at 104, LP; (317) 708-0943	N	44	4	2018	2019	N
4	Lake Delray, Palm Beach, FL	Lake Delray Apartments, LLLP; (818) 449-5824	N	404	404	2017	2019	N
5	CityCenter, Lynwood, WA	CityCenter Apartments Lynwood Partners, LLLP; (818) 449-5824	N	347	347	2017	2018	N
6	Reserve at SeaTac, SeaTac, WA	Reserve At SeaTac Partners, LLLP; (818) 449-5824	N	289	289	2016	2018	N
7	Reserve at Renton, Renton, WA	Reserve at Renton Partners, LLLP; (818) 449-5824	N	219	219	2015	2017	N
8	Villas at Auburn, Auburn, WA	Villas at Auburn Partners, LLLP; (818) 449-5824	N	295	295	2018	2019	N
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## List of LIHTC Developments (Schedule A)

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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:**    1,874    1,793

**LIHTC as % of**  
**96%    Total Units**



# List of LIHTC Developments (Schedule A)



Development Name: Stonebrook Terrace

Name of Applicant: Stonebrook Terrace, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Alliant ADC, Inc. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	AP Lofts, Buffalo, NY	AP Lofts Apartments, LP; (317) 708-0943	N	146	118	2018	2019	N
2	The Exchange, Winder, GA	The Exchange Development, LP; (317) 708-0943	N	130	117	2018	2019	N
3	The Exchange @ 104, Fond du Lac, WI	Exchange at 104, LP; (317) 708-0943	N	44	4	2018	2019	N
4	Lake Delray, Palm Beach, FL	Lake Delray Apartments, LLLP; (818) 449-5824	N	404	404	2017	2019	N
5	CityCenter, Lynwood, WA	CityCenter Apartments Lynwood Partners, LLLP; (818) 449-5824	N	347	347	2017	2018	N
6	Reserve at SeaTac, SeaTac, WA	Reserve At SeaTac Partners, LLLP; (818) 449-5824	N	289	289	2016	2018	N
7	Reserve at Renton, Renton, WA	Reserve at Renton Partners, LLLP; (818) 449-5824	N	219	219	2015	2017	N
8	Villas at Auburn, Auburn, WA	Villas at Auburn Partners, LLLP; (818) 449-5824	N	295	295	2018	2019	N
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## List of LIHTC Developments (Schedule A)

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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:**      1,874      1,793

**LIHTC as % of**  
**96%    Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Stonebrook Terrace  
 Name of Applicant: Stonebrook Terrace, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Commonwealth Catholic Charities Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* N  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

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#DIV/0!

LIHTC as % of  
Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Stonebrook Terrace

Name of Applicant: Stonebrook Terrace, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	AP Lofts, Buffalo, NY	AP Lofts Apartments, LP; (317) 708-0943	N	146	118	2018	2019	N
2	The Exchange, Winder, GA	The Exchange Development, LP; (317) 708-0943	N	130	117	2018	2019	N
3	The Exchange @ 104, Fond du Lac, WI	Exchange at 104, LP; (317) 708-0943	N	44	4	2018	2019	N
4	Lake Delray, Palm Beach, FL	Lake Delray Apartments, LLLP; (818) 449-5824	N	404	404	2017	2019	N
5	CityCenter, Lynwood, WA	CityCenter Apartments Lynwood Partners, LLLP; (818) 449-5824	N	347	347	2017	2018	N
6	Reserve at SeaTac, SeaTac, WA	Reserve At SeaTac Partners, LLLP; (818) 449-5824	N	289	289	2016	2018	N
7	Reserve at Renton, Renton, WA	Reserve at Renton Partners, LLLP; (818) 449-5824	N	219	219	2015	2017	N
8	Villas at Auburn, Auburn, WA	Villas at Auburn Partners, LLLP; (818) 449-5824	N	295	295	2018	2019	N
9	River Park Houses, Bronx, NY	River Park Residences, LP; (818) 449-5824	N	1,654	1,496	2012	2016	N
10	Longwood Residences, Bronx, NY	Longwood Residences, LP; (818) 449-5824	N	361	343	2013	2015	N
11	Southern Boulevard, Bronx, NY	Southern Blvd I, LP; (818) 449-5824	N	370	351	2012	2014	N
12	Ocelot LBCE, Bronx, NY	OLR LBCE, LP; (818) 449-5824	N	154	150	2011	2014	N
13	Ocelot ECW, Bronx, NY	OLR ECW, LP; (818) 449-5824	N	120	109	2010	2014	N
14	Ocelot MM, Bronx, NY	OLR MM, LP; (818) 449-5824	N	143	140	2010	2014	N
15	Grote St, Bronx, NY	Grote Street Apartments, LP; (818) 449-5824	N	249	243	2010	2013	N
16	Twin Parks, Bronx, NY	Twin Parks, LP; (818) 449-5824	N	274	256	2010	2013	N
17	Harborview Towers, New Bedford, MA	Harborview Towers, LP; (818) 449-5824	N	144	139	2011	2012	N
18	Good Neighbor, New York, NY	Good Neighbor Apartment Houses, LP; (818) 449-5824	N	118	112	2010	2012	N
19	Bedell Terrace, Hempstead, NY	Bedell Terrace, LP; (818) 449-5824	N	250	248	2009	2011	N
20	Madison Avenue, New York, NY	2059 Madison, LP; (818) 449-5824	N	54	46	2009	2011	N
21	Florence Apartments, Boston, MA	Florence Apartments, LP; (818) 449-5824	N	138	132	2009	2010	N
22	Forestvale, Boston, MA	Forestvale Apartments, LP; (818) 449-5824	N	108	105	2009	2010	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

## List of LIHTC Developments (Schedule A)

23	Sycamore Village, North Lawrence, MA	Sycamore Village, LP; (818) 449-5824	N	168	166	2009	2010	N
24	Maria Lopez Plaza, Bronx, NY	Maria Lopez, LP; (818) 449-5824	N	216	210	2008	2010	N
25	Wesley Hall, Peekskill, NY	Wesley Apartments, LP; (818) 449-5824	N	118	115	2008	2010	N
26	Baisley Park Gardens, Jamaica, NY	Baisley, LP; (818) 449-5824	N	212	205	2008	2009	N
27	Plaza, Brooklyn, NY	Plaza Residences, LP; (818) 449-5824	N	385	373	2008	2009	N
28	West Village, Ithaca, NY	Ithaca - West Village, LP; (818) 449-5824	N	235	223	2008	2009	N
29	Admiral Halsey, Pughkeepsie, NY	Admiral Halsey, LP; (818) 449-5824	N	119	47	2007	2009	N
30	Remedeer Houses, Brooklyn, NY	Remedeer Houses, LP; (818) 449-5824	N	260	252	2007	2009	N
31	Whitney Young Manor, Yonkers, NY	Whitney Young Manor, LP; (818) 449-5824	N	195	195	2006	2009	N
32	Elizabeth Crossing, Waterloo, NY	Elizabeth Crossings, LP; (818) 449-5824	N	41	41	2006	2008	N
33	Target V, Bronx, NY	Target V, LP; (818) 449-5824	N	83	82	2006	2008	N
34	Parkside, Gillette, WY	OMP Parkside Residences, LP; (818) 449-5824	N	94	93	2007	2007	N
35	Grace Tower, Brooklyn, NY	Grace Towers Apartments, LP; (818) 449-5824	N	168	168	2005	2007	N
36	Park Lake, Hamstead, NY	Park Lake Residences, LP; (818) 449-5824	N	240	240	2005	2007	N
37	Rockville Centre Seniors, Rockville Centre, NY	Mill River Residences, LP; (818) 449-5824	N	175	175	2005	2007	N
38	Thessalonica, Bronx, NY	St. Ann's 350, LP; (818) 449-5824	N	191	191	2004	2006	N
39	Brookhaven, Bronx, NY	Brook & Brown, LP; (818) 449-5824	N	95	95	2004	2006	N
40								

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

**1st PAGE**

**TOTAL:** 9,006 8,534

**LIHTC as % of**  
95% **Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Stonebrook Terrace

Name of Applicant: Stonebrook Terrace, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: KCG Companies, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	AP Lofts, Buffalo, NY	AP Lofts Apartments, LP; (317) 708-0943	N	146	118	2018	2019	N
2	The Exchange, Winder, GA	The Exchange Development, LP; (317) 708-0943	N	130	117	2018	2019	N
3	The Exchange @ 104, Fond du Lac, WI	Exchange at 104, LP; (317) 708-0943	N	44	4	2018	2019	N
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

## List of LIHTC Developments (Schedule A)

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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:**

320

239

**LIHTC as % of  
75% Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Stonebrook Terrace  
 Name of Applicant: Stonebrook Terrace, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: KCG Holdings, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	AP Lofts, Buffalo, NY	AP Lofts Apartments, LP; (317) 708-0943	N	146	118	2018	2019	N
2	The Exchange, Winder, GA	The Exchange Development, LP; (317) 708-0943	N	130	117	2018	2019	N
3	The Exchange @ 104, Fond du Lac, WI	Exchange at 104, LP; (317) 708-0943	N	44	4	2018	2019	N
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## List of LIHTC Developments (Schedule A)

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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:**

320

239

**LIHTC as % of  
75% Total Units**

# List of LIHTC Developments (Schedule A)



Development Name: Stonebrook Terrace

Name of Applicant: Stonebrook Terrace, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	AP Lofts, Buffalo, NY	AP Lofts Apartments, LP; (317) 708-0943	N	146	118	2018	2019	N
2	The Exchange, Winder, GA	The Exchange Development, LP; (317) 708-0943	Y	130	117	2018	2019	N
3	The Exchange @ 104, Fond du Lac, WI	Exchange at 104, LP; (317) 708-0943	Y	44	4	2018	2019	N
4	Haymarket Lofts, Milwaukee, WI	Haymarket Lofts, LP; (317) 846-3111	N	72	64	2017	2017	N
5	Brentwood Park, Talladega, AL	Brentwood Park AL, LP; (317) 846-3111	N	50	50	2016	2016	N
6	Partial Non Multifamily Housing, Lancaster, KY	Lanscater Estates, LP; (317) 846-3111	N	51	51	2016	2016	N
7	The Commons at Little Bark Creek, Fremont, OH	Commons at Little Bark Creek, LP; (317) 846-3111	N	66	66	2016	2016	N
8	Croft Place, New Richmond, WI	Croft Place Apartments, LP; (317) 846-3111	N	52	48	2016	2016	N
9	Jackson Square, Oshkosh, WI	Jackson Square Apartments, LP; (317) 846-3111	N	54	54	2016	2016	N
10	The Grove, Odessa, TX	The Grove, LP; (317) 846-3111	Y	68	55	2016	2016	N
11	Bishop Gardens Apartments, Justin, TX	Bishop Gardens, LP; (317) 846-3111	Y	72	60	2016	2016	N
12	Pebble Ridge, Antigo, WI	Pebble Ridge Apartments, LP; (317) 846-3111	N	50	50	2015	2016	N
13	Oak Forest Apartments, Scottdale, GA	Oak Forest - Scottdale, LP; (317) 846-3111	N	150	150	2015	2016	N
14	The Landings at Belle Meadows, Alton IL	The Landings at Belle Meadows, LP; (317) 846-3111	N	60	60	2015	2015	N
15	Riverview Apartments, Donaldsonville, LA	Donaldsonville - Riverview Apartments, LP; (317) 846-3111	N	50	50	2015	2015	N
16	The Residences at Solms Village, New Braunfels, TX	Residences of Solms Village, LP; (317) 846-3111	N	80	71	2014	2015	N
17	Main Street Commons Senior, Taylor, TX	Main St Commons Senior, LP; (317) 846-3111	N	75	75	2013	2015	N
18	Meadow Park Apartments, Clinton, IN	Meadow Park Apartments, LP; (317) 846-3111	N	60	60	2014	2014	N
19	The Villages at Van Cleve, Hartford City, IN	The Villages at Van Cleve, LP; (317) 846-3111	N	42	42	2014	2014	N

## List of LIHTC Developments (Schedule A)

20	Casey Acres, Westfield, IN	Casey Acres, LP; (317) 846-3111	N	252	227	2014	2014	N
21	Parkview Apartments, Niles, MI	Parkview Apartments Niles LDHA, LP; (317) 846-3111	N	80	80	2014	2014	N
22	D'Ville Village Apartments, Donaldsonville, LA	D'Ville Village Apartments - Donaldsonville, LP; (317) 846-3111	N	100	100	2014	2014	N
23	Beacon Pointe Townhomes, Hamilton, OH	Beacon Pointe I, LP; (317) 846-3111	N	60	60	2014	2014	N
24	Crosswinds at Tradition Lane, Danville, IN	Crosswinds at Tradition Lane, LP; (317) 846-3111	N	80	80	2013	2014	N
25	Cottages at Sheek Road, Greenwood, IN	Cottages at Sheek Rd, LP; (317) 846-3111	N	68	68	2012	2014	N
26	Katherine Square Apartments, Port Allen, LA	Katherine Square Apartments, LP; (317) 846-3111	N	60	60	2012	2014	N
27	Edgewood Square Apartments, Ruston, LA	Edgewood Square Apartments, LP; (317) 846-3111	N	60	60	2012	2014	N
28	Serenity Terrace, Rensselaer, IN	Serenity Terrace, LP; (317) 846-3111	N	52	52	2011	2014	N
29	Canterbury House Apartments II, Slidell, LA	Canterbury House II-Slidell, LLC; (317) 846-3111	N	48	36	2013	2013	N
30	Point Village, Russells Point, OH	Point Village I, LP; (317) 846-3111	N	58	58	2013	2013	N
31	Canterbury House Apartments II, Dixon, IL	Canterbury House II - Dixon, LP; (317) 846-3111	N	58	52	2012	2013	N
32	Preston Pointe, Indianapolis, IN	Preston Pointe, LP 318-846-3111	N	76	76	2011	2013	N
33	Commons at Spring Mill, Westfield, IN	Commons at Spring Mill, LP; (317) 846-3111	N	72	66	2012	2012	N
34	Enclave at Meridian, Indianapolis, IN	The Enclave at Meridian, LP; (317) 846-3111	N	75	75	2012	2012	N
35	Lafayette Landing, Indianapolis, IN	Lafayette Landing at Kessler, LP; (317) 846-3111	N	72	72	2012	2012	N
36	Commons at Wynne Farms, Brownsburg, IN	Commons at Wynne Farms, LP; (317) 846-3111	N	72	70	2012	2012	N
37	Broadstone Pointe, Brownsburg, IN	Broadstone Pointe, LP; (317) 846-3111	N	76	76	2011	2012	N
38	Beacon Pointe, Greenwood, IN	Beacon Pointe, LP; (317) 846-3111	N	68	65	2011	2012	N
39	Nine North, Richmond, IN	Nine North, LP; (317) 846-3111	N	58	55	2011	2011	N
40	Sandstone Hills, Hopkins Park, IL	Sandstone Hills, LLC; (317) 846-3111	N	29	29	2010	2011	N

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

1st PAGE

TOTAL: 2,946 2,762

LIHTC as % of  
94% Total Units



90  
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2nd PAGE TOTAL: 761 510

**GRAND TOTAL:** 3,707 3,272

LIHTC as % of  
88% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Stonebrook Terrace

Name of Applicant: Stonebrook Terrace, 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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: RJP Real Estate Holdings, Inc.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	AP Lofts, Buffalo, NY	AP Lofts Apartments, LP; (317) 708-0943	N	146	118	2018	2019	N
2	The Exchange, Winder, GA	The Exchange Development, LP; (317) 708-0943	N	130	117	2018	2019	N
3	The Exchange @ 104, Fond du Lac, WI	Exchange at 104, LP; (317) 708-0943	N	44	4	2018	2019	N
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

## List of LIHTC Developments (Schedule A)

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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:**

320

239

**LIHTC as % of  
75% Total Units**

E

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



## ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

This ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this "**Assignment**") is dated as of March 5, 2020, (the "**Effective Date**") by and among **KCG DEVELOPMENT, LLC**, a Florida limited liability company (the "**Assignor**"), and **STONEBROOK TERRACE, LP**, a Virginia limited partnership (the "**Assignee**").

### BACKGROUND

- A. Assignor is a party to that certain Purchase and Sale Agreement, by and between the Assignor and Rose Tract, LLC, a Virginia limited liability company (the "**Seller**"), dated as of October 27, 2019 (the "**Purchase and Sale Agreement**").
- B. Section 13 of the Purchase and Sale Agreement permits the Assignor to assign its interest in the Purchase and Sale Agreement to an affiliate without the consent of the Seller.
- C. Assignee is an affiliate that is under common control with Assignor.
- D. Assignor wishes to assign, and Assignee wishes to accept, Assignor's interest in the Purchase and Sale Agreement.

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

1. The Assignor hereby assigns to the Assignee and the Assignee hereby accepts from the Assignor, one hundred percent (100%) of the Assignor's right, title and interest in, under, and to the Purchase and Sale Agreement.
2. In consideration of the assignment effected hereby, the Assignee hereby assumes and agrees to discharge all of the buyer's obligations pursuant to the Purchase and Sale Agreement.
3. The Assignor represents, warrants and covenants to the Assignee that: (i) the Assignor is the sole owner of the buyer's interest in the Agreement, free and clear of all undisclosed liens, encumbrances, security interests or claims of third parties of any kind or description; (ii) the Assignor is free to effect the assignment of its interest in the Agreement as provided herein and such assignment does not violate any law or constitute a default under any agreement to which the Assignor is a party or by which the Assignor is bound; (iii) this agreement is sufficient in all respects to assign to the Assignor the interest in the Agreement, and (iv) the Assignor will take no action inconsistent with or in derogation of the assignment effected hereunder.
4. The Assignee represents, warrants and covenants to the Assignor that the Assignee is free to acquire the interest in the Agreement as provided herein and such acquisition does not violate any law or constitute a default under any agreement to which the Assignee is a party or by which the Assignee is bound.

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

6. Any Notices required or contemplated to be provided to the Assignor under the Agreement shall be provided instead to the Assignee in the manner contemplated in the Purchase and Sale Agreement at the following address:

c/o KCG Development, LLC  
9333 N. Meridian Street, Suite 230  
Indianapolis, Indiana 46032  
Attention: R.J. Pasquesi  
Telephone: (317) 797-4400  
Email: R.J.Pasquesi@kcgdevelopment.com

With a copy to:

ADC Communities II, LLC  
Kathleen Balderrama, General Counsel  
21600 Oxnard Street, Suite 1200  
Woodland Hills, CA 91367  
Telephone: 818-668-6800  
Email: Katie.balderrama@alliantcapital.com


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

[remainder of page intentionally blank]

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

ASSIGNOR:

KCG DEVELOPMENT, LLC, a Florida limited liability company

By:  \_\_\_\_\_  
R.J. Pasquesi, President

ASSIGNEE:


STONEBROOK TERRACE, LP, a Virginia limited partnership

By: KCG Stonebrook Terrace GP, LLC, a Virginia limited liability company  
Its general partner

By: KCG Holdings, LLC, a Florida limited liability company  
Its manager

By: KCG Companies, LLC, a Florida limited liability company  
Its manager

By: RJP Real Estate Holdings, Inc., a Florida  
corporation  
Its manager

By:  \_\_\_\_\_  
R.J. Pasquesi, President

## AMENDMENT NO. 1 TO PURCHASE AND SALE AGREEMENT

This AMENDMENT NO. 1 TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is entered into effective as of March 4, 2020, by and between KCG DEVELOPMENT, LLC, a Florida limited liability company (the “**Purchaser**”), and ROSE TRACT, LLC, a Virginia limited liability company (the “**Seller**”).

### BACKGROUND

- A. Each of Purchaser and Seller is a party to that certain Purchase and Sale Agreement, dated as of October 27, 2019 (the “**Original Agreement**”).
- B. The Parties desire to modify the Original Agreement to provide that \$15,000 of the Deposit will become non-refundable upon the occurrence of certain conditions as further described in this Amendment.
- C. Section 16 of the Original Agreement requires that any modification to the Original Agreement be in a writing signed by each Party.

Now, therefore, in exchange for the premises in this Amendment, and for other mutual valuable consideration, the sufficiency of which is mutually acknowledged, the parties agree as follows:

### AGREEMENT

1. *Defined Terms.* Capitalized terms not otherwise defined in this Amendment have the meanings given in the Original Agreement.
2. *Amendment to Original Agreement.* The third (3<sup>rd</sup>) sentence of Section 3.2 of the Original Agreement is amended and restated in its entirety to read as follows:

Notwithstanding anything herein to the contrary, but subject to Section 5.1.4 of this Agreement, upon the earlier of (i) Purchaser’s receipt of a schedule of offsite infrastructure improvements from Chesterfield County, satisfactory to the Purchaser in its sole discretion, and (ii) May 18, 2020, Fifteen Thousand Dollars (\$15,000) of the Deposit will be released to the Seller, become non-refundable to the Purchaser (but will be credited against the Purchase Price at Closing, if it occurs), and cease to be considered a part of the Deposit.

3. *Original Agreement.* Except as amended by this Amendment, the Original Agreement remains unmodified and in full force and effect. By executing this Amendment, the Parties each ratify and affirm the terms of the Original Agreement as modified by this Amendment.

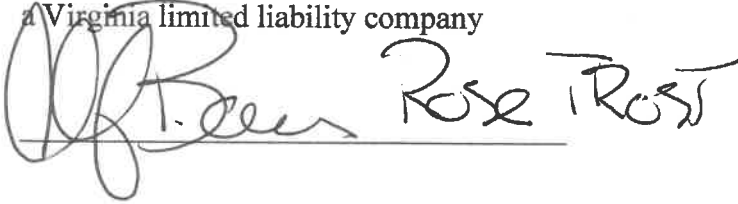
4. *Law Governing.* This Amendment will be governed by and construed in accordance with the laws of the State of Virginia other than those laws which codify any conflicts of laws principals.
5. *Amendment Binding.* This Amendment will be binding upon, and inure to the benefit of, the heirs, executors, administrators, legal representatives, and permitted successor and assigns of the Parties.
6. *Further Assurances.* The Parties will execute and deliver any further instruments and perform any further acts and things as may be required to carry out the intent and purposes of this Amendment.
7. *Merger.* This Amendment, when considered with the Original Agreement, constitutes the entire written agreement now or at any time after the date of this Amendment of the Parties with respect to the subject matter stated in this Amendment. No representation, understanding, promise, or condition concerning the subject matter of this Amendment will be binding on the Parties unless expressed in this Amendment or the Original Agreement as modified by this Amendment.
8. *Attorneys' Fees.* In the event that any court or arbitration proceeding is brought under or in connection with this Amendment, the prevailing party in such proceeding (whether at trial or on appeal) shall be entitled to recover from the other Party all costs, expenses, and reasonable attorneys' fees incident to any such proceeding. The term "prevailing party" as used herein shall mean the party in whose favor the final judgment or award is entered in any such judicial or arbitration proceeding.
9. *Waiver of Jury Trial.* **Each Party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Amendment or the transactions contemplated by this Amendment or the Original Agreement (whether based on contract, tort, or any other theory). Each Party (a) certified that no representative, agent, or attorney of any other Party has represented, expressly or otherwise, that such other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) acknowledges, that it and the other Parties have been induced to enter into this Amendment, by, among other things, the mutual waivers and certifications in this paragraph.**
10. *Counterpart Execution.* This Amendment may be signed in any number of counterparts, each of which will be deemed an original for all purposes, but all of which taken together will constitute only one agreement. The production of any executed counterpart of this Amendment will be sufficient for all purposes without producing or accounting for any other counterpart of this Amendment.

[signature pages follow]

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

**SELLER**

ROSE TRUST, LLC  
a Virginia limited liability company

A handwritten signature in black ink, appearing to read "Rose Trust", is written over a horizontal line. The signature is stylized and cursive.

**PURCHASER**

KCG DEVELOPMENT, LLC  
a Florida limited liability company

A handwritten signature in black ink, appearing to read "R. Pasquest", is written over a horizontal line. The signature is cursive and stylized.

By: R. Pasquest, Manager

## Purchase and Sale Agreement

This Purchase and Sale Agreement (this “Agreement”) is effective as of October 27, 2019, by **KCG DEVELOPMENT, LLC**, a Florida limited liability company, or its successors and assigns (the “Purchaser”) and **ROSE TRACT, LLC**, a Virginia limited liability company (the “Seller” and, together with the Purchaser, collectively, the “Parties” and each, individually, a “Party”).

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

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

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

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

3.1. Purchase Price. The purchase price for all of Seller’s right, title, and interest in and to the Property (the “Purchase Price”) is One Million Dollars (\$1,350,000).

3.2. Deposit. Within ten (10) days after the date of this Agreement, Purchaser shall deliver to First American Title Insurance Company, or its affiliate chosen by Purchaser, which shall act as the escrow agent for the Closing (the “Title Company”), an earnest money deposit, in the amount of Thirty Thousand Dollars (\$30,000), to be held in an account and in accordance with the terms of this Agreement (the “Deposit”). Interest earned on the Deposit, if any, shall be considered part of the Deposit. Notwithstanding anything herein to the contrary, but subject to Section 5.1.4 of this Agreement, upon the later to occur of (i) the submission of application for low-income housing tax credits to the Virginia Housing Development Authority with respect to the Property, and (ii) March 17, 2020, Fifteen Thousand Dollars (\$15,000) of the Deposit will be released to the Seller, become non-refundable to the Purchaser (but will be credited against the Purchase Price at Closing, if it occurs), and cease to be considered a part of the Deposit. Upon expiration of the initial Due Diligence Period, absent Purchaser’s termination, the balance of the Deposit shall be paid to the Seller by the escrow agent. If the Purchaser terminates this Agreement after the Due Diligence Period for any reason other than the failure of Chesterfield County to extend the sewer line in a manner sufficient to allow for Purchaser’s Intended Use, the initial deposit shall not be returned to Purchaser. If the Seller terminates this Agreement at any time or for any reason other than the default of Purchaser, the Deposit shall be refunded to Purchaser.

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

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

4.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing of the transactions contemplated hereby (the “Closing”) shall take place as an escrow closing through the offices of the Title Company on September 1, 2020 (the “Closing Date”). Notwithstanding the foregoing, Purchaser is entitled to extend the Closing Date to no later than January [31], 2021; provided, however, that such extension may only be exercised by paying to the Seller a one-time non-refundable extension fee of Fifteen Thousand Dollars (\$15,000) prior to September 1, 2020. Such payment, if made, will not be credited against the Purchase Price at Closing.

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

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

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

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

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

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

4.3. Purchaser’s Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

4.3.1. Closing Statement, executed by Purchaser.

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

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the



execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

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

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

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

### **5.1. Due Diligence Period.**

5.1.1. Due Diligence Inspections Generally. During the Due Diligence Period (as defined below), Purchaser shall have the right to conduct, at its sole cost and expense, its due diligence investigation and review of the Property (and all documentation, contracts, leases, and information with respect thereto), and otherwise to determine the desirability and utility of the Property, in its sole and absolute discretion, for the construction of affordable residential multi-family housing ("Purchaser's Intended Use"). Purchaser may conduct such testing, investigations, activities, inspections, and studies of the Property as it deems necessary or desirable, and examine and investigate to its full satisfaction all facts, circumstances, and matters relating to the Property (including, without limitation, the physical condition and use, availability and adequacy of utilities, access, zoning, accessibility matters, compliance with applicable laws, environmental conditions, engineering and structural matters) and any other matters it deems necessary or desirable for purposes of consummating the subject transaction (including, without limitation, the financial feasibility of Purchaser's Intended Use and the availability and sufficiency of debt financing and Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code for the Property). In connection with the foregoing, Seller hereby grants to Purchaser and its agents, contractors, consultants and representatives (collectively, the "Purchaser Parties") the right to enter upon the Property at all reasonable times during the Due Diligence Period and continuing until the Closing Date to conduct such surveys, tests, investigations, studies, and inspections as it deems necessary to confirm the suitability of the Property for Purchaser's Intended Use, including, without limitation, a Phase I Environmental Audit of the Property, soil borings, percolation tests, toxic or hazardous substance tests and other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property. If Purchaser or the Purchaser Parties cause any damage to the Property during the course of any such entry, then Purchaser shall promptly repair and/or restore the Property to substantially to the same condition it was prior to such entry; provided, however, that Purchaser shall not be liable for any damages incurred by Seller resulting from the mere discovery by Purchaser of a pre-existing condition at or with regard to the Property. As used herein, the term "Due Diligence Period" shall mean the period of time commencing on the date of this Agreement and continuing thereafter until the date that Purchaser shall have received a preliminary allocation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code with respect to the Property from the Virginia Housing Development Authority in an amount deemed sufficient by Purchaser for Purchaser's Intended Use, in its sole discretion. Notwithstanding the foregoing, in no event shall the Due Diligence Period extend beyond June 17, 2020.

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

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

5.1.4. Rejection of Property; Termination. At any time prior to the expiration of the Due Diligence Period, Purchaser shall have the right, in its sole and absolute discretion, for any reason or no reason, to elect not to proceed with the purchase of the Property and to terminate this Agreement by delivering written notice of such election to Seller prior to the expiration of the Due Diligence Period, whereupon the Title Company shall return to Purchaser the Deposit, and neither Party shall have any further rights or obligations to the other under this Agreement. Moreover, if, at any time prior to the Closing Date, it is determined that Chesterfield County will not timely extend the sewer in a manner sufficient to allow for Purchaser's Intended Use, Purchaser shall have the right to elect not to proceed with the purchase of the Property and to terminate this Agreement by delivering written notice of such election to Seller prior to the then applicable Closing Date, whereupon the Title Company and/or the Seller will return all amounts that were once considered a part of the Deposit to the Purchaser.

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

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

**6. Title Commitment; Survey.**

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

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

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

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

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

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

affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

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

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

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

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

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

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

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

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

8.1. Authority and Organization. Purchaser is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated. The person signing this Agreement on behalf of the Purchaser represents the necessary acts have been taken by the Purchaser's members and manager to authorize him to execute this Agreement and to bind the Purchaser.

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

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

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

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

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

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

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

9.5. If applicable, Purchaser or its relocation agent will be allowed access to tenants/occupants who may be displaced as a result of this acquisition. Due to the funding/subsidy that will potentially be utilized to acquire, rehabilitate and/or operate this development, access is necessary to comply with required Uniform Relocation Act (URA) notifications. Access is defined as the Purchaser or its relocation agent's ability to contact and communicate with tenant/occupants regarding URA and their potential eligibility for relocation assistance. Purchaser agrees to provide owner with a 24 hour notice before accessing tenant/occupants.

**10. Indemnification.** Each Party shall indemnify and hold harmless and shall reimburse the other Party and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or

not involving a third party claim, arising from or in connection with any material inaccuracy in any of the representations and warranties made by such Party in this Agreement.

**11. Remedies.**

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

11.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then Seller may terminate this Agreement and upon such termination, (i) the Parties shall be released from any and all obligations arising hereunder or as a result of their course of dealings, and (ii) the Deposit shall promptly be delivered to Seller, such Deposit being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit as its total damages and relief as Seller's sole remedy hereunder.

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

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

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

**Seller:**

Rose Tract, LLC  
Attention: Michael Barr  
14361 Sommerville Ct.  
Midlothian, Virginia 23113  
E-mail: [mbarr3230@aol.com](mailto:mbarr3230@aol.com)

**Purchaser:** KCG Development, LLC  
9333 N. Meridian Street, Suite 230  
Indianapolis, Indiana 46260  
Attention: Stacy Kaplowitz  
Telephone: (202) 744-1479  
Email: Stacy.Kaplowitz@kcgcompanies.com

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

**Broker:** NetWorks Commercial Real Estate  
P.O. Box 73374  
Richmond, VA 23235  
Attention: Jim Tucker  
Telephone: (804) 396-4050  
Email: jim@networkscre.com

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

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

**17. Successors and Assigns.** The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective Parties.

**18. Time of Essence.** Time is of the essence of all provisions of this Agreement.

**19. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either Party against the other arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Party all costs and expenses of suit, including reasonable attorney's fees.

**20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile, in portable document format (PDF) or by other commonly utilized electronic means of transmission shall have the same effect as original signatures.

**21. Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**22. Captions and Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**23. Multiple Sellers.** If two or more persons constitute this Agreement each as a seller, the word “Seller” shall be construed as if it reads “Sellers” throughout this Agreement.

**24. Acceptance.** In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it. In such event this offer shall expire at midnight Eastern Time on March 16, 2018 unless one copy of this Agreement, executed by the Party to whom this offer had been made, shall have been mailed, in accordance with this Agreement.

**25. Interpretation, No Presumption; Survival.** This Agreement has undergone drafts with the negotiated suggestions of all Parties and therefore no presumption shall arise favoring any Party by virtue of the authorship of this Agreement or any of its provisions. The Parties have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word “including” in this Agreement means including, without limitation, the items following. All of the representations, warranties and covenants made in this Agreement shall survive the Closing for a period of one (1) year.

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

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

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

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



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

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

**28. Brokers.** The Parties acknowledge that NetWorks Commercial Real Estate (the “Broker”) has been used in this transaction by Seller and Seller will pay Broker’s 6% commission out of sale proceeds. Purchaser and Seller each covenant and agree to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys’ fees) resulting from or claimed to be due on account of the purchase and sale of the Property due to the acts of the other Party. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney’s fees (the Party to be indemnified shall have the right to choose its own counsel).

**29. 1031 Exchange.** Seller may, solely in connection with and as a necessary step in permitting the contemplated transaction to qualify as an Internal Revenue Code Section 1031 like-kind exchange, restructure the manner in which the Property is held at its sole cost and expense, provided that the time periods provided in this Agreement (including, without limitation, the Closing Date) shall not be delayed or otherwise affected. Purchaser shall reasonably cooperate with Seller in connection with such restructuring, provided that Purchaser shall incur no material costs, expenses or liabilities in connection therewith. If Seller uses a qualified intermediary to effectuate such an exchange, any assignment of the rights or obligations of Seller hereunder shall not relieve, release or absolve Seller of its obligations to Purchaser.

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

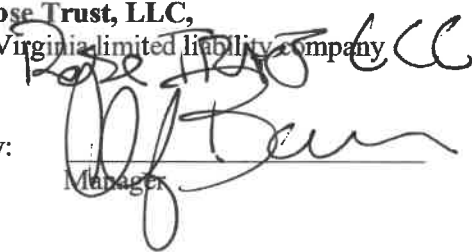
*[Signatures on the Next Page.]*

**Purchase and Sale Agreement**

**Signature Page**

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

**Seller:**

**Rose Trust, LLC,**  
a Virginia limited liability company  
By:   
Manager

**Purchaser:**

**KCG DEVELOPMENT, LLC**  
a Florida limited liability company

By:   
Stacy Kaplowitz, Vice President

*[End of Signatures.]*

## Purchase and Sale Agreement

### **Exhibit A**

#### Definitions

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

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

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

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

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

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

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

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

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

“Property” means that certain approximate 12.9 acres of real property located in Midlothian, Chesterfield, Virginia and more particularly described and/or depicted in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller’s right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property; (iii) any and all Licenses; (iv) any and all Records; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property; (vi) all such other tangible or intangible property used or useful in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Due Diligence Period.

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

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

## **Purchase and Sale Agreement**

### **Exhibit B**

#### **Legal Description/Depiction of the Property**

All of those lots or parcels of land located in Chesterfield County, Virginia, and more particularly described as follows:

All that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereunto belonging, lying and being, in Clover Hill District, Chesterfield County, Virginia, designated as Parcel C, containing 12.9 acres, more or less, as shown on plat of survey prepared by Timmons, dated November 11, 1996, entitled "Plat of Six Parcels of Land Lying on Both Sides of Old Hundred Road Totaling +/- 116.2 Acres", a copy of which plat is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 94 Page 33, and to which reference is made for a more particular description.



## 2140 OLD HUNDRED RD

Parcel ID: 720694519300000

Real Estate Account: 318214001

Tax Account: 13255


### Overview

<b>2020 Assessment</b>	<b>Last Sale (03/28/2006)</b>
\$155,700.00	\$150,000.00
<b>Property Info</b>	<b>Owner</b>
Parcel ID: 720694519300000	<b>ROSE TRACT LLC</b>
Real Estate Account: 318214001	14361 SOMMERVILLE CT
Property Class: COMMERCIAL	MIDLOTHIAN, VA 23113
Magisterial District: CLOVERHILL	COMMERCIAL
Deeded Acreage: 12.9 acre(s)	
<b>Legal Description</b>	
S/L OLD HUNDRED RD PARCEL C	


### Ownership

Owner Name	Sale Price	Sale Date	# Lots	Deed		Will		Plat	
				Book	Page	Book	Page	Book	Page
ROSE TRACT LLC	\$150,000.00	03/28/2006	1	7025	410	0	0	0	0
TIMMONS J KENNETH JR ET AL TRS	\$0.00	09/26/2001	0	0	0	258	950	0	0
STONE NAN H TRUSTEE	\$0.00	09/26/2001	0	0	0	258	950	0	0
STONE WILLIAM W ET ALS TRUSTEE	\$0.00	05/30/1997	0	2705	526	0	0	94	33

### Residential Buildings

 No residential buildings available
------------------------------------------------------------------------------------------------------------------------

### Commercial Buildings

 No commercial buildings available
-----------------------------------------------------------------------------------------------------------------------

### Improvements

Type	Construction	Exterior Finish	Width	Depth	Total Area
No improvements available					

## Land

Details	Water	Utilities	Streets
<b>Deeded Acreage:</b> 12.9 acre(s)	<b>County Water:</b> Not Available	<b>Gas:</b> Not Connected	<b>Paved Streets:</b> Available
<b>Flood Plain:</b> 60%	<b>County Sewer:</b> Not Available	<b>Electricity:</b> Not Connected	<b>Storm Drains:</b> Available
<b>Easement:</b> 0%	<b>Well:</b> Not Available		<b>Curbing:</b> Available
	<b>Septic:</b> Not Available		

Always contact the Chesterfield County Utilities Department (call 804-748-1271, email: [utilities@chesterfield.gov](mailto:utilities@chesterfield.gov), or write Chesterfield County Utilities Department; P.O. Box 608; Chesterfield, VA 23832) to verify county water and sewer availability or connections

## Zoning

O2-CORPORATE OFFICE DIST.
---------------------------

Always contact the Chesterfield County Planning Department (call 804-748-1050, email: [planning@chesterfield.gov](mailto:planning@chesterfield.gov), or write Planning Dept.; P.O. Box 40; Chesterfield, VA 23832) to verify zoning for any parcel of land.

Under Virginia State Law, these real estate assessment records are public information. Display of this property information on the Internet is specifically authorized by the Code of Virginia 58.1-3122.2 (as amended).

Please note that these assessment records are not the official assessment records of Chesterfield County. Official records are located in the Office of the Real Estate Assessor. While the Office of the Real Estate Assessor has attempted to ensure that the assessment data contained herein is accurate and reflects the property's characteristics, Chesterfield County makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data. Also, the subdivision plat information available on this website is not the official subdivision plat. The official subdivision plats are located in the Clerk of Circuit Courts office. Chesterfield County does not assume any liability associated with the use or misuse of this real estate assessment data or subdivision plat information.

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: 3.11.2020

Printed Name: Matt Waring

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

Provider Contact and Phone/Email sean.evensen-shanley@viridiant.org 804-212-1934

**Stonebrook Terrace**  
2020 LIHTC Pre-Review Comments

**Project Summary**

Stonebrook Terrace is a new construction low-rise multifamily development, comprised of 64 units across 1 building located in Midlothian, VA. KCG Development plans to construct the project utilizing 9% LIHTC funding. As part of the application the project is seeking Earthcraft Gold and Energy Star certifications.

**Unit-Level Energy Modeling**

Unit-level models were generated using Ekotrope V3.2.2 based on the proposed scope and plans provided by the project team on February 27<sup>th</sup>, 2020. With the current scope of work, the worst case unit in the development is obtaining a **HERS 64**. The project is currently meeting Earthcraft HERS targets as well as Energy Star version 3.0 target score of **75** and Energy Star MF 1.0 target of **65**.

**Enclosure:**

- R-10 slab edge insulation – 2' perimeter under slab
- R-20 cavity insulation for exterior walls – R-3 continuous exterior insulation
- R-20 band joist insulation
- R-13 Grade II cavity insulation in adiabatic walls & ceilings
- 0.21 U value for entry doors
- 0.32 U Value / 0.27 SHGC ENERGY STAR rated windows
- R-49 blown insulation in attic

**Mechanicals:**

- 15 SEER 8.5 HSPF 18k Heat Pumps – ECM motor per Energy Star requirements
- 40 gallon electric storage – 0.95EF – 0.93 UEF (50 gallon tank for 3BR units)
- 5 ACH<sub>50</sub> for infiltration threshold/blower door test based on ENERGY STAR requirements
- 4% duct leakage to the outside, 8% total duct leakage based on ENERGY STAR requirements
- Ductwork insulated to R-6 in conditioned space
- Mechanical ventilation provided by air cyclor with supporting exhaust fan – modeled per ASHRAE 62.2 requirements

**Lights & Appliances:**

- ES rated kitchen appliances
  - 400 kWh refrigerator (proposed scope item to meet Energy Star HERS targets)
  - 270 kWh dishwasher

Stonebrook Terrace  
March 10, 2020



- Advanced lighting 50% CFL and 50% LED lighting

Please let me know if you have any questions or if the above information does not accurately capture your current scope, happy to make adjustments wherever necessary.

Sincerely,



Bill Riggs  
*Multifamily Project Manager, Viridiant*

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2020-03-10

Registry ID:

Ekotrope ID: VvnJGXav

### 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

# \$498

\*Relative to an average U.S. home

### Home:

2140 Old Hundred Road  
Midlothian, VA 23114

### Builder:

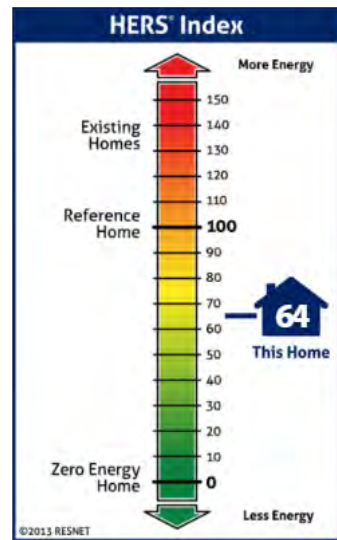
KCG Development

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	1.8
Cooling	1.0
Hot Water	4.2
Lights/Appliances	10.9
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>18.0</b>

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

ENERGY STAR v3.1



### Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	710 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 • 40 Watts
Duct Leakage to Outside:	28 CFM @ 25Pa (3.94 / 100 s.f.)
Above Grade Walls:	R-24
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:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

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

Bill Riggs, Certified Energy Rater  
Digitally signed: 3/10/20 at 1:16 PM



G

Zoning Certification Letter  
(MANDATORY)



**BALZER**  
 & ASSOCIATES  
 PLANNERS / ARCHITECTS  
 ENGINEERS / SURVEYORS

15871 City View Drive  
 Suite 200  
 Midlothian, VA 23113  
 804.794.0571  
 www.balzer.cc

Roanoke  
 Richmond  
 New River Valley  
 Staunton  
 Harrisonburg  
 Lynchburg

Virginia Housing Development Authority  
 601 South Belvidere Street  
 Richmond, Virginia 23220  
 Attention: JD Bondurant  
 RE: ZONING CERTIFICATION

Name of Development: Stonebrook Terrace  
 Name of Owner/Applicant: Stonebrook Terrace, LP  
 Name of Seller/Current Owner: Rose Tract, LLC

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

**DEVELOPMENT DESCRIPTION:**

Development Address:

2140 Old Hundred Road  
Midlothian, Virginia 23112

Legal Description:

S/L OLD HUNDRED RD PARCEL C

All that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereunto belonging, lying and being in Clover Hill District, Chesterfield County, Virginia, designated as Parcel C, containing 12.9 acres, more or less, as shown on plat of survey prepared by Timmons, dated Nov. 11, 1996, entitled "Plat of Six Parcels of Land Lying on both sides of Old Hundred Road totaling +/-116.2 acres", a copy of which is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in plat book 94, page 33, and to which reference is made for a more particular description.

Proposed Improvements:

New Construction: 64 # Units 1 # Buildings 85,256 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.



**BALZER**  
& ASSOCIATES  
PLANNERS / ARCHITECTS  
ENGINEERS / SURVEYORS

**Zoning Certification, cont'd**

Current Zoning: O-2 with CUPD allowing a density of 15 units per acre, and the following other applicable conditions: 16 units per floor.

**Other Descriptive Information:**

Multifamily uses are permitted as specified in zoning cases 88S008 and 95SN0307

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

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

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

Signature

Printed Name: Aaron D. Breed, P.E.

Title of Local Official or Civil Engineer: Associate

Phone: 804-794-0571

Date: 2/27/2020



H

Attorney's Opinion  
(MANDATORY)





March 9, 2020

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

RE: 2020 Tax Credit Reservation Request

Name of Development: Stonebrook Terrace  
Name of Owner: Stonebrook Terrace, LP

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 9, 2020 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs sections 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.

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

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

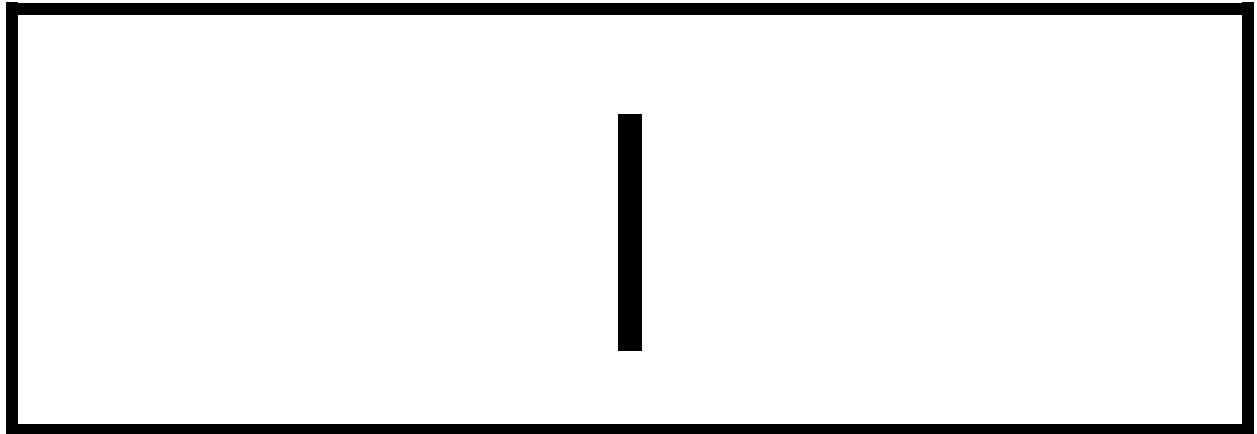
This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

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

WINTHROP & WEINSTINE, P.A.

By: 

John D. Nolde  
A Shareholder



# 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: Stonebrook Terrace
- b. Name of owner/applicant: Stonebrook Terrace, LP
- c. Name of non-profit entity: Commonwealth Catholic Charities (CCC)
- d. Address of principal place of business of non-profit entity:  
1601 Rolling Hills Drive, Richmond, Virginia 23229

Indicate funding sources and amount used to pay for office space:  
Fee for services, grants, contracts, private philanthropy. Total occupancy budget is \$485,155.

- 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); October 1923  
evidenced by the following documentation:

### Certificate of Incorporation

- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):  
6/2/2017
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):  
Commonwealth Catholic Charities exists to conduct and operate as a social services organization and to provide such services to persons in need in areas as designated by the board. At the January 25, 2013 meeting of the Board of Directors, the board approved the agency's request to begin planning and preparing to develop affordable housing for low-income residents of our service area.
- i. Expected life (in years) of non-profit:  
Commonwealth Catholic Charities will exist in perpetuity.

## Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:  
Commonwealth Catholic Charities will continue to operate services for vulnerable individuals and families across our service area. Our lines of service include children's services (foster care, adoption, counseling), counseling services, housing services (housing counseling, financial assistance, homeless services), and refugee resettlement services. CCC will continue to build affordable housing capacity to develop affordable housing in the communities we serve.
- 
- k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?  
157 How many part time, paid staff members? 43

Describe the duties of all staff members:

**See Attachment A.**

---

- l. Does the non-profit share staff with any other entity besides a related non-profit described above?
- Yes  No If yes, explain in detail:
- 

- m. How many volunteers does the non-profit and, if applicable, any related non-profit have?  
165 in FY19
- 

- 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)
- Fees for service, government grants & contracts - 84.5%  
Monetary Contributions, Foundations, Churches, Catholic Diocese - 12.0%  
In Kind Donations - 2.4%  
Special Events - 0.8%
- 

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

**See Attachment B.**

---

## 2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:  
**See Attachment C for a comprehensive history of Commonwealth Catholic Charities.**
-

## Non-profit Questionnaire, cont'd

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

Yes  No If yes, explain in detail:

---

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

Yes  No If yes, explain:

---

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

Yes  No If yes, explain:

---

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

Yes  No, If yes, explain:

---

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

Yes  No

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

Commonwealth Catholic Charities has provided compassionate human services to all people, regardless of faith, for over 90 years with a remarkable track record of success in all lines of service. CCC has been building capacity to develop affordable housing since 2013.

---

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

N/A

---

### 3. Non-profit Involvement

## Non-profit Questionnaire, cont'd

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

Yes  No

- (i) Will the non-profit own at least 10% of the general partnership/owning entity?

Yes  No

- (ii) Will the non-profit own 100% of the general partnership interest/owning entity?

Yes  No

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

**CCC will own 10% of the general partnership interest.**

---

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

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

- c. Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

Yes  No If yes, where in the partnership/operating agreement is this provision specifically referenced?

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

---

Recordable agreement attached to the Tax Credit Application as TAB V

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

---

- d. Is the non-profit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

Yes  No If yes,

- (i) Describe the nature and extent of the non-profit's proposed involvement in the construction or rehabilitation of the Development:

**Commonwealth Catholic Charities will provide assistance with community engagement, liaise with local officials, and assist with marketing the property to its service population.**

---

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or

## Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

Commonwealth Catholic Charities will offer rental housing counseling, financial coaching and education, home-ownership counseling, and employment services to residents.

---

- (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?

Stonebrook Terrace is being developed in response to market research and an identified demand.

---

- f. List all general partners/managing members of the Owner of the Development (one must be the non-profit) and the relative percentages of their interests:

KCG Stonebrook Terrace GP, LLC is the general partner of Stonebrook Terrace, LP. Commonwealth Catholic Charities owns a 10% interest in the general partnership. KCG Holdings, LLC owns the remaining 90% of the general partnership and is its managing member. KCG Holdings, LLC is a wholly owned subsidiary of KCG Companies, LLC. ADC Communities II, LLC and RJP Real Estate Holdings, Inc. both hold a 50% interest in KCG Companies, LLC with RJP Real Estate Holdings, Inc. serving as its managing member. RJ Pasquesi is the sole shareholder of RJP Real Estate Holdings, Inc. (See org chart under Tab A for additional information.)

---

- 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.

KCG Stonebrook Terrace GP, LLC is the general partner of Stonebrook Terrace, LP. KCG Holdings, LLC owns 90% of the general partnership and is its managing member. KCG Holdings, LLC is a wholly owned subsidiary of KCG Companies, LLC. Construction and management of the proposed development will be outsourced to third party providers. KCG Companies, LLC will provide quality assurance through the construction and operation of the project.

---

- 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.

KCG Stonebrook Terrace GP, LLC is the general partner of Stonebrook Terrace, LP. KCG Holdings, LLC owns 90% of the general partnership and is its managing member. KCG Holdings, LLC is a wholly owned subsidiary of KCG Companies, LLC. KCG Development, LLC - also a wholly-owned subsidiary of KCG Companies, LLC is overseeing all aspects of the development process.

---

- (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?

KCG Development, LLC approached CCC to discuss the possibility of a mutually beneficial partnership.

---

- i. Will the non-profit or the Owner (as identified in the application) pay a joint venture partner



## Non-profit Questionnaire, cont'd

or consultant fee for providing development services?  Yes  No If yes, explain the amount and source of the funds for such payments.

Stonebrook Terrace, LP - the owner of the proposed development - will pay KCG Development, LLC a developer's fee that will equal a percentage of the total development costs. KCG Development, LLC will enter into a consulting contract with CCC and entitling CCC to 7.5% of the paid developer. The developer's fee will be paid through the construction and equity generated through the syndication of low-income housing tax credits.

---

- 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.

KCG Development, LLC will be entitled to the developer's fee in exchange for overseeing all aspects of the development process. KCG Development, LLC will enter into a consulting contract with CCC and entitling CCC to 7.5% of the paid developer. The developer's fee will be paid through the construction and equity generated through the syndication of low-income housing tax credits.

---

- 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:

**KCG Holdings, LLC the managing member of the general partnership, will receive a portion of cash flow.**

---

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

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

**N/A**

---

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

## Non-profit Questionnaire, cont'd

### 4. Virginia and Community Activity

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

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

Commonwealth Catholic Charities serves communities in Eastern, Central, and Southwest Virginia. CCC has offices in Newport News, Norfolk, Richmond, Petersburg, Charlottesville, Roanoke, and Norton.

---

c. Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?

Yes  No If yes, or no, explain nature, extent and duration of any service:

Commonwealth Catholic Charities has provided social services to the residents of Virginia for over 90 years. In the Richmond Metro area, CCC operates services for persons experiencing homelessness, HUD certified housing and financial counseling, behavioral counseling, foster care, adoption services, refugee resettlement, and translation services. See attachment D for list of programs and services.

---

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:

**Commonwealth Catholic Charities has a significant revenue base in the target community, including local churches and foundations and the Catholic Diocese of Richmond.**

---

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:

**CCC's Board of Directors meets quarterly. Board meetings are not open to the public.**

---

k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  Yes  No

l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  Yes  No If yes, explain in detail:

---

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

---

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

**Commonwealth Catholic Charities has participated in three recent LIHTC applications as a joint venture partner with a for-profit entity, Dakota Partners. Please see Attachment E for project details.**

---

o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  Yes  No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

---

p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  Yes  No If yes, explain:

**In 2016, the site was awarded credits. CCC was the non-profit partner in that application. Due to significant changes in equity pricing and the economy, the developer returned the credits to VHDA.**

---

## Non-profit Questionnaire, cont'd

---

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds?  Yes  No If yes, explain:

---

r. Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?  Yes  No If yes, explain the need identified:

---

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?  Yes  No If yes, explain the plan:

---

### 5. Attachments

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

The undersigned Owner and non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for non-profit participation contained in the Plan or Section 42 of the Internal Revenue Code.

3/9/20

Date

Stonebrook Terrace, LP

Owner/Applicant

By: RJ Pasquesi

Its: Managing Member

Title

3/9/20

Date


Commonwealth Catholic Charities

Non-profit

By: Cliona Mary Robb

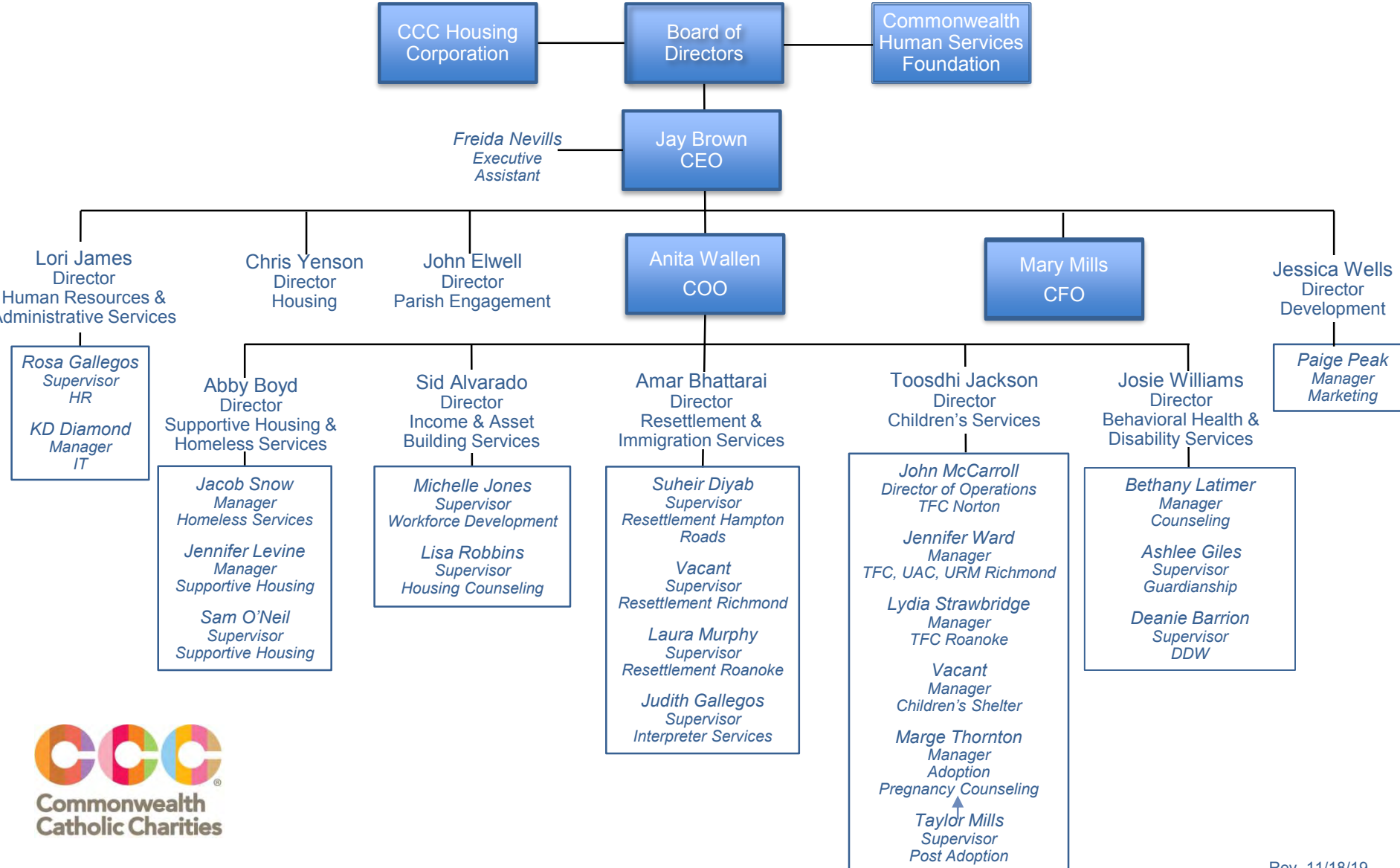
Board Chairman

Non-profit Questionnaire, cont'd

By: Jay Brown   
Executive Director

# Nonprofit Questionnaire - Attachment A

## Commonwealth Catholic Charities



# Nonprofit Questionnaire - Attachment B



## Agency Board of Directors Roster 2020

### Executive Committee

Chair:	Cliona Mary Robb
Vice Chair:	Paul Sinclair
Treasurer:	Susan Schneider
Secretary:	David Whitehead
Regional Advisory Committee Richmond:	Gerald Brittle
Regional Advisory Committee Roanoke:	Charles (Chuck) G. Marlowe
Past Chair:	Mary Margaret Kastelberg

### Directory

<b>Rev. Shay W. Auerbach, S.J.</b> Richmond, VA	Pastor Sacred Heart Catholic Church
<b>Colleen Berry</b> Richmond, VA	Director, Technical Accounting & CPA Genworth Financial
<b>Joseph Boisineau</b> Midlothian, VA	Retired, Dispute Resolution Specialist Department of Agriculture & Consumer Services
<b>Gerald D. Brittle</b> Richmond, VA	Director, Project Management, Business/Creative Writing Global Access
<b>Damien Cabezas</b> Forest, VA	Chief Executive Officer Horizon Behavioral Health
<b>Francis H. (Chip) Casola</b> Roanoke, VA	Attorney Woods Rogers PLC
<b>Sharon M. Dajon</b> Virginia Beach, VA	Director of Compliance Optima Health
<b>James J. DePasquale</b> Richmond, VA	Architect/President DePasquale Delph Gentilhomme Group
<b>Randal (Randy) J. Gatzke</b> Roanoke, VA	Retired Accountant
<b>Daniel Hand</b> Richmond, VA	Mediation/Facilitation Hand & Associates

**Agency Board of Directors** (Continued)

<b>Patrick F. Heinen</b> Richmond, VA	Attorney Spinella, Owings & Shaia, PC
<b>Mary Margaret Kastelberg</b> Richmond, VA	Director of Investment Research Alpha Wealth Advisor
<b>Michael Kelleher</b> Richmond, VA	Principal All Saints Catholic School
<b>Tulinh Le</b> Midlothian, VA	Region Director Premier Inc.
<b>Nikola (Nick) Lucas</b> Richmond, VA	Retired Social Worker, Catholic Charities Archdiocese of Washington
<b>Charles (Chuck) G. Marlowe</b> Roanoke, VA	Retired ITT Industries
<b>Kathleen M. McCauley</b> Richmond, VA	Attorney Moran Reeves & Conn, P.C.
<b>Michael Metzger</b> Midlothian, VA	Business Intermediary Murphy Business & Financial Corporation
<b>Monica B. Molony</b> Elizabethton, TN	Paralegal Estate & Trust Planning & Administration
<b>Kathleen (Kathy) Mortensen</b> Richmond, VA	Sales and Marketing/Retired Former Small Business Owner
<b>Kelly J. Mortensen</b> North Chesterfield, VA	Business Owner Advanta Flooring Inc.
<b>Francis Nelson, Jr.</b> Richmond, VA	Licensed Clinical Social Worker Private Practice
<b>Rev. Sean M. Prince</b> Richmond, VA	Priest, Bishop's Priest Secretary Catholic Diocese of Richmond
<b>Cliona Mary Robb</b> Richmond, VA	Attorney Thompson McMullan, P.C.
<b>Ernesto V. Sampson</b> Glen Allen, VA	Financial Advisor Ameriprise
<b>Susan Schneider</b> Henrico, VA	Loan Officer Village Bank
<b>Paul Sinclair</b> Richmond, VA	Owner/President Technology Solutions Group, LLC
<b>Kelly Stuart</b> Richmond, VA	Physician & Vice President, Mission and Ethics Bon Secours Richmond Health System



**Agency Board of Directors** (Continued)

**David Whitehead**  
Richmond, VA

Physician/Associate Clinical Professor  
Virginia Commonwealth University

**Jay Brown**  
Richmond, VA

Chief Executive Officer  
Commonwealth Catholic Charities

# Nonprofit Questionnaire - Attachment C

75 Years Faith at Work

75 Years Faith at Work

## The History of Commonwealth Catholic Charities

Before the founding of this nation, Catholic missionaries and religious orders provided charitable care for sick, widowed, or orphaned settlers. These caregivers were the first Catholic "charities."

By 1900 more than 800 Catholic institutions provided care to needy people, dependent children, prisoners, elders, sick people, and people with disabilities. Significant milestones of organized Catholic charitable works include:

- 1727 Ursuline nuns began caring for orphans
- 1809 Sister Elizabeth Seton opened an orphanage and free school for poor children
- 19th Century Ethnic parishes provided neighborhood services
- 19th Century Religious orders established child care and aging institutions

Virginia has a rich tradition of charity. Charitable activities here in the Commonwealth were in the forefront of efforts throughout the country. By the 1800s, the Diocese of Richmond had many established programs of outreach, especially to the growing immigrant community. By the 1830s, the good people of Richmond had established an orphanage. In 1856, St. Vincent's Hospital began providing medical care to the city's needy.

This tradition of Christian concern for others was reflected in the good works of the many members of the St. Vincent de Paul Society which existed throughout the parishes. These dedicated volunteers worked to provide the necessities of life for poor parishioners. In addition, women in the parishes formed the St Vincent de Paul Auxiliary which provided food baskets for the hungry.

In 1910, a group of Catholic social service providers, motivated by "a need to bring a sense of solidarity," convened the first National Conference of Catholic Charities whose mission in part was to be the "attorney for the poor." *From that moment on, the organization that later would be called Catholic Charities USA was born.*

The initial convening established a network of Catholic Charities bureaus throughout the United States. By 1922, there were 35 bureaus across the nation. On October 22, 1922, Richmond established one of the earliest Bureaus of Catholic Charities in the country. Father Felix Kaup, rector of Sacred Heart Cathedral, led this effort. He was assisted by **Father Walter Nott** who later served as the agency's executive director. Father John Bowler offered the basement of **St. Peter's Church** as Catholic Charities first office.

The citizens of Richmond worked tirelessly to fulfill this vision of charity. Catherine Hanrahan, Catholic Charities' executive secretary, and Mrs. Mary O'Neill labored to run the agency while **Mrs. Edith E. Nott**, president of the Catholic Women's Club and Marie Leahy, president of the St. Vincent de Paul's Guild at the cathedral, labored to find the financial resources necessary to fund the work of Catholic Charities. They struggled to raise the \$10,000 necessary to support the agency. However, in 1923, the agency was incorporated and achieved some measure of financial stability when it became a charter member of the Richmond Community Chest, forerunner of the present United Way Services.



St. Peter's Church

Meanwhile, the agency's caseload was growing rapidly. By 1924, the agency had outgrown its offices in St. Peter's Church and had moved into the NW Bowe building at 110 North 7th Street. There were two departments: The Family Work Department handled 265 cases in 1925 while the Children's Department handled 156. Services were limited to "needy Catholics" and the agency provided (1) general family relief and rehabilitation, (2) care for children in foster homes, (3) a limited amount of professional case work for children residing at or applying for admission to St. Joseph's Villa and St. Vincent Institute for Boys in Roanoke, (4) and case work with Catholic wards of the Juvenile Court of State Board of Public Welfare, (5) pregnancy counseling, and (6) adoption.

By 1932, the Bureau of Catholic Charities had absorbed all existing diocesan charity organizations and became a part of the diocesan structure. Bishop Andrew W. Brennan served as honorary president, and the diocesan director of Catholic Charities served as executive director. Father Thomas Mitchell was chosen as the executive director.

During the 1930s, Richmond's Catholics celebrated several memorable events. In 1932, Bishop Brennan invited his fellow bishops to Richmond to mark the 25th anniversary of the dedication of the cathedral as well as the dedication of St. Joseph's Villa, a model of institutional care for female orphans. Construction costs topped \$1 million and were covered by a generous bequest by Major John Dooley. The bishops also were invited to tour Rock Castle, a predominately Black section. Many bishops attended and commented upon the progress of the Church in Virginia. Indeed, Mother Katherine Drexel wrote to congratulate Bishop Brennan, "The triple events of the anniversary of the Cathedral, the dedication of St. Joseph's Villa, and the trip to Rock Castle made a forceful display of Catholic



Father Walter J. Nott



Mrs. Edith E. Nott

influence in Virginia, and of the work with the poor and African Americans..." Richmond maintained its position of prominence in the eyes of the nation's bishops. In October 1938, The National Conference of Catholic Charities held its annual meeting in Richmond. This convention was one of the largest ever hosted by the city at that time.

### Catholic Charities in Roanoke and Southwestern Virginia

The Roanoke and Shenandoah valleys can boast of their own charitable "angels." In Staunton, the Daughters of Charity resided at St. Francis of Assisi parish from 1867 to 1882. The sisters busied themselves caring for their needy neighbors. They were instrumental in forming the Staunton Augusta Church Relief Association (SACRA), a collaborative effort that still exists. Today, sixty congregations assist the poor with donations of food, clothing, or assistance paying a utility bill.

By the 1920s, the Ladies of Charity in the Roanoke Valley's membership manual reminded the ladies of their responsibility to visit the poor in their homes. Most members of this organization belonged to either St. Andrew or Our Lady of Nazareth parishes. Local priests referred those who needed assistance to these generous ladies. These resourceful ladies funded coal delivery to those without heat, provided bus and train tickets for stranded travelers, housing and medical services for unwed mothers, and food coupons for the hungry.

World War II and the aftermath brought many newcomers into Virginia. By the 1960s, there was a need for a more formal Catholic Charities presence in southwestern Virginia. In 1967, Monsignor John J. McMahon, the diocesan director of Catholic Charities, oversaw the establishment of Catholic Family & Children's Services of Roanoke Valley and Western Virginia. In the early years, the primary services were to single pregnant women and their babies.

Throughout the 1960s and 1970s, Catholic Family & Children's Services continued primarily as an adoption agency, placing children with families in southwestern Virginia. In 1969, 8 babies were placed for adoption throughout southwestern Virginia. By 1969, agency personnel were conducting nursing home visits and offering a family counseling program. Staff members continued their care of boys



Catholic Charities has 50 care providers and companions who assist the elderly or disabled. Pictured: Care provider Mable Winn with a Catholic Charities client.

residing at St Vincent's. In 1971, the agency began offering both domestic and foreign adoption services.

By the 1970s, the agency was a member agency of the United Givers Fund, a member of the Interagency Adoption Council of the Roanoke Valley and enjoyed an excellent reputation for child placement. By the late 1970s, the agency needed additional office space. On October 1978, agency personnel moved into the current offices on Campbell Avenue, the former rectory of Our Lady of Nazareth parish.

In the 1980s, additional caseworkers were added and staff became more actively involved in the community, especially within the statewide human services network. Services were continually expanding to meet the needs of the community.

In 1989, the agency changed its name in order to reflect its close affiliation with the national Catholic Charities movement. *It became known as Catholic Charities of Southwestern Virginia, and offered four programs: Adoption Option for pregnancy counseling and domestic adoption services; Intercounty Adoption for the placement of foreign-born children; The Family Place for professional affordable counseling services to individuals, children, and families; and Full Circle Senior Services for elderly and handicapped individuals.*

On March 31, 1993, Richmond Bishop Walter Sullivan presided at the dedication of the building expansion for Catholic Charities of Southwest Virginia. The agency offered 5 programs: pregnancy counseling, foster care, domestic and intercountry adoption, counseling and outreach to the elderly.

### Catholic Charities in Tidewater

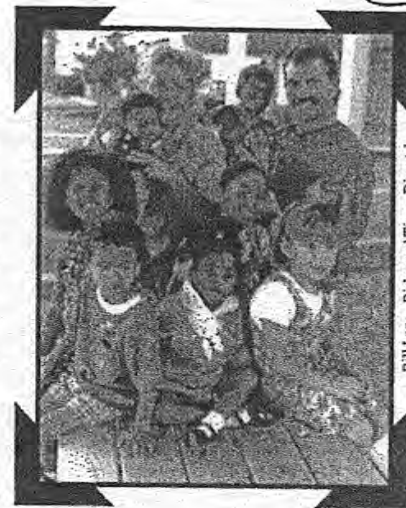
While Richmond remained the hub, the Church established a charitable presence throughout the Commonwealth. In 1932 Bishop Brennan met with Norfolk area pastors and agreed to establish a Norfolk branch of Catholic Charities. Rev. Thomas E. Mitchell served as diocesan director. The office opened on April 17, 1933, and was staffed by a supervisor and receptionist. In March 1946, the agency's name was changed to better reflect the agency's mission -- Catholic Family and Children's Service. In March 1946, the agency was separately incorporated and licensed as a child placing agency in the Commonwealth of Virginia. Over the years, the agency has combined related entities: Catholic Home Bureau of Newport News (1983), Catholic Family Services in Portsmouth (1989) In December 1989, the name was again changed, this time to Catholic Charities of Hampton Roads. Today, Catholic Charities of Hampton Roads, Inc. has five offices in the Tidewater area. Under the direction of Mrs. Margaret H. Robertson, MS, Executive Director, the dedicated staff and volunteers assist over 10,000 families and individuals each year. The agency offers six services: counseling, adoption, older adults, family life education, consumer credit counseling, and numerous support groups.



Catholic Charities began placing Romanian children with American families in 1991. Pictured above are three Romanian siblings adopted by a Charlottesville couple in 1998.

### Catholic Charities in Northern Virginia

The post war population boom was most pronounced in northern Virginia as newly hired federal workers established homes in the suburbs nearest Washington. In February of 1947, Bishop Peter Ireton established a branch Catholic Charities in Northern Virginia. The agency maintained offices in Arlington and Alexandria. Services reflected the central mission of Catholic Charities: assistance for unmarried mothers, foster care, adoption services, and outreach to the poor. The agency was separately incorporated in 1959. In 1965, agency personnel began to offer professional counseling for individuals and families. In 1974, the Diocese of Arlington was established and Catholic Charities became a part of the diocesan structure. Today Father Charles McCoart serves as the newly appointed executive director. Catholic Charities of Arlington assists 40,000 people each year and has recently established offices in Fredericksburg, Winchester, and Manassas. The agency's programs include family services, parish outreach, prison ministry, services for the disabled, children's services (including foster care and adoption), a transitional shelter and soup kitchen, elderly services, and emergency assistance.



Bill Lane - Richmond Times-Dispatch

Catholic Charities provides adoption and foster care for special needs children. Pictured above is the Watts family of Topping, Virginia. The couple adopted baby Joshua (held by his mother above) in 1998 from Catholic Charities.

### Catholic Charities in Richmond - Commonwealth Catholic Charities

Throughout these 75 years of Faith at Work, Catholic Charities has modified its programs--and changed its name--to better reflect its mission. In 1962, the Board of Directors voted to change the agency's name to Catholic Family and Children's Services of Richmond. On January 1, 1984, the agency officially became Catholic Charities of Richmond. New services included the Refugee Unaccompanied Minors Program (RUMP) (1981) which placed children from thirteen countries. Foreign adoption services began in the early 1980s. Connections (1985), a foster care program for children with special needs, began in the Roanoke office. In the early 1990s, the agency added case management for people with AIDS. In 1991 the agency gave a permanent "home" to the Community Center for the Deaf and Hard of Hearing (CCDHH), Richmond's most comprehensive program for these residents. In 1993, the HELP Program, made possible via a partnership with area churches, began providing emergency food and financial assistance to the poor. In late 1997,

the agency initiated a debt management program to assist the numerous families and individuals experiencing financial troubles.

On March 28, 1994, Catholic Charities of Richmond acquired its present home at 1512 Willow Lawn Drive. Purchase of the building was made possible by the financial acumen of our beloved Trustee Board President Sam Dibert and other board members. The building not only provides office space for the agency's many programs but it also generates rental income to help provide a permanent home for our programs.

In 1995, Catholic Charities of Southwestern Virginia merged with Catholic Charities Richmond to form Commonwealth Catholic Charities (CCC) and Father David Bergner, SDS, ACSW, became the executive director. CCC and Catholic Charities of Hampton Roads work collaboratively to serve people in need with guidance from Dr. Steven Colecchi, Diocesan Director of Catholic Charities.

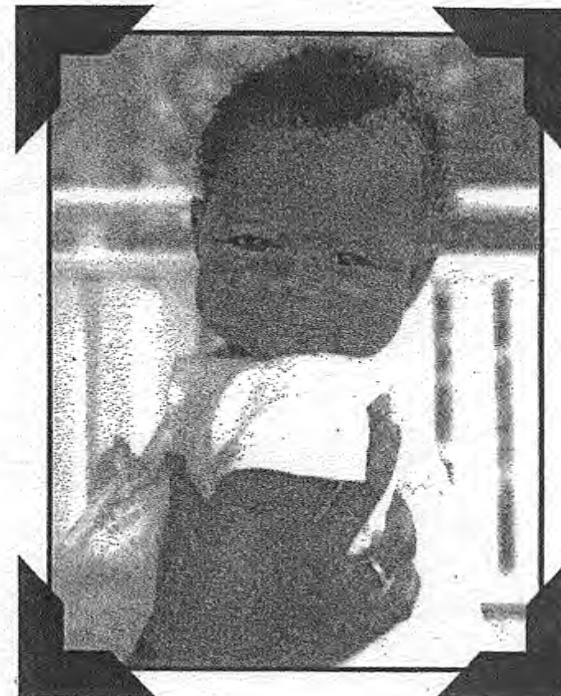
### Commonwealth Catholic Charities' Mission Today

In 1997, Commonwealth Catholic Charities touched the lives of over 5,000 people in the Commonwealth of Virginia. CCC has a full-time staff of 60, a part-time staff of 60 and over 200 volunteers in five sites across central and southwestern Virginia: Richmond, Roanoke, Petersburg, Radford, and Charlottesville. Three additional offices are slated to open in the near future: Blacksburg, Staunton, and Norton.

The mission of Commonwealth Catholic Charities is to respect diversity, promote human dignity and value families, and to provide quality, compassionate human services to all people, especially the most vulnerable. Services include: counseling and intensive family services, therapeutic and crisis pregnancy counseling, adoption services, home care for the elderly and disabled, family life education and school counseling, case management for people with AIDS/HIV, emergency food and financial assistance, Community Center for the Deaf and Hard of Hearing (Richmond), special needs foster care, services for refugee youth, debt management services. Services are provided to people of all faiths. Payment structures include a subsidized fee scale for those of limited means.

The vision of CCC is to provide an ever-expanding array of innovative human services, especially to the most vulnerable. CCC realizes this vision by working in partnership with other human service agencies and faith communities. By working collaboratively, CCC seeks to become a catalyst for change -- change that will strengthen families and, ultimately, our entire community.

*Since the agency's inception in 1923, Commonwealth Catholic Charities has provided adoption and pregnancy counseling. There are always children in Virginia waiting to be adopted. Many of these children are minorities or have special needs.*



During 1997, CCC established an office in Radford by means of a collaborative effort with Carilion Radford Hospital. In 1998, CCC will open an office in Staunton in collaboration with St. Francis of Assisi parish. The new office in Blacksburg will operate in partnership with the Newman Center at Virginia Tech. Finally, the Norton office, in the center of Appalachian coal country, will operate in collaboration with the faith communities and social service providers of a seven-county region.

Throughout these 75 years of Faith At Work, Commonwealth Catholic Charities has offered not simply a "hand out" but a "hand up." Commonwealth Catholic Charities invites you to join us as we continue to extend a helping hand to our poor and vulnerable neighbors so that they may build better lives for themselves and their families.

*This history was compiled from materials provided by Catholic Charities USA; the diocese of Richmond; Father Gerardo Fogarty, University of Virginia; Father John Abe; the Arlington diocese; Catholic Charities of Hampton Roads; and agency files. Our thanks to all who contributed their time and talent.*

# History of CCC

- **1922:** Members of the St. Vincent de Paul Society initiated the formation of Catholic Charities in Richmond.
- **1923:** Agency was incorporated and became a charter member of the Richmond Community Chest.
- **1963:** Agency incorporated as Catholic Family and Children Services of Richmond, Inc.
- **1967:** Catholic Family and Children Services of Roanoke Valley and Western Virginia was established.
- **1984:** Catholic Family and Children Services of Richmond became Catholic Charities of Richmond.
- **1989:** Catholic Family and Children Services of Roanoke Valley and Western Virginia became Catholic Charities of Southwestern Virginia.
- **1995:** Catholic Charities of Southwestern Virginia merged with Catholic Charities of Richmond to form Commonwealth Catholic Charities.
- **2010:** St. Francis House, Roanoke, became part of Commonwealth Catholic Charities
- **2010:** Refugee and Immigration Services merged with Commonwealth Catholic Charities



## Programs and Services

### Children's Services

#### Adoption (Richmond, Roanoke, Norton)

Infants and children from the United States and abroad can be adopted through our program. CCC is a licensed child placing agency, maintaining the highest standards regarding the care of children both domestically and internationally. We are committed to finding loving, permanent homes for all children in our care, regardless of age or special needs.

#### Families Together (Roanoke)

The Families Together program offers support and reunification services to families who have children who are in an out-of-home placement or are at risk of removal from the home due to abuse or neglect. The services are short term, intensive and family based and the goals are to improve family functioning, ensure the child's safety and increase the well-being of the child and family.

#### Foster Care (Richmond, Roanoke, Norton)

Foster Care provides homes for children who are experiencing a variety of emotional, behavioral and social problems due to a history of abuse or neglect.

#### Refugee and Other Unaccompanied Minors (Richmond, Roanoke)

CCC provides foster care to refugee minors – children who have fled their home countries because of war or persecution due to their race, religion or political affiliation. CCC has provided services to refugee children for over 30 years, creating one of the oldest and largest programs serving unaccompanied refugee minors in the United States. Social workers and foster parents provide intensive support to help kids adjust to life in the U.S.

#### Treatment Foster Care (Richmond, Roanoke, Norton)

Our treatment foster care program serves children from infancy to 21 years of age who require a more therapeutic environment than regular foster care including professional case management, supervision and support. Many of these children have been emotionally traumatized and we provide an environment of emotional safety. We promote permanency in placement giving stability to the families and the children we serve.

#### Pregnancy Counseling (Richmond, Roanoke, Norton, Charlottesville, Petersburg)

CCC's Pregnancy Counseling program helps pregnant women make healthy decisions for themselves and their babies. Experienced staff understand the challenges women face and support them in the decision making process to parent or plan for adoption. CCC will locate available resources in the community that may be able to assist with medical care and related expenses. We work with both parents, either separately or together, in planning for the baby's needs.

### Counseling Services

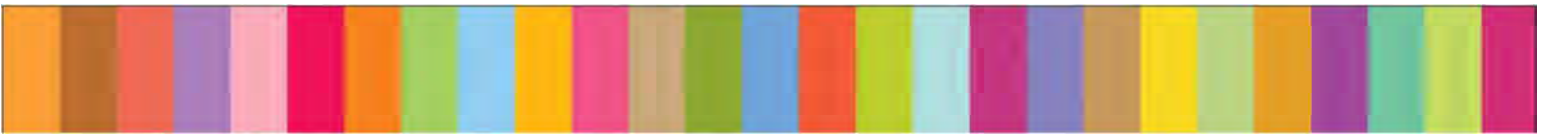
#### Individual, Group & Family Counseling (Richmond, Norton, Charlottesville, Petersburg)

CCC offers professional Counseling Services to individuals, children and families who are experiencing emotional difficulties and life transitions. Specialized, ongoing groups for healthy relationships, anger management and peer support are available.

#### Intensive In-Home (Norton)

Intensive In-home Services are home based counseling, crisis intervention and support services offered to a child or adolescent who is at risk of being moved to an out-of-home placement or being transitioned back to their family from out of home placements. Intensive In-Home Services is based upon the belief that families can, through intervention, learn to nurture their children, improve their functioning and gain support within their community to enable the family to remain safely together.

*(Continued on page 2)*



*(Continued from page 1)*

### **Project Rachel (Richmond, Roanoke, Norton)**

Project Rachel communicates hope and healing to families post-abortion and promotes reconciliation.

### **School Counseling (Richmond)**

CCC provides counseling to students and their families when faced with problems and issues that adversely affect the academic and personal potential of a student. Counselors host in-service activities and professional workshops to foster school success and customize services to fit the needs and available resources of the school.

## **Housing & Support Services**

### **Affordable Housing (Richmond)**

CCC partners with experienced developers of Affordable Housing to expand housing opportunities for low income persons living within CCC's service area. These partnerships are opportunities for CCC to gain experience and expertise in affordable housing development as the Agency explores providing physical housing units for its program participants and the communities in which they live.

### **Case Management for Homeless Individuals (Norfolk)**

Provides housing location and case management services for literally homeless residents of the City of Norfolk. Aids individuals in qualifying for housing financial assistance programs offered through the City of Norfolk and other homeless services providers.

### **Cold Weather Shelter (Richmond)**

CCC partners with the City of Richmond to provide a safe space for single adults who are homeless to escape the cold during the winter months. CCC provides staffing and oversight to the City of Richmond's Cold Weather Overflow Shelter and Cold Weather Day Warming site from October 1 through April 15 when temperatures are forecasted to be at or below 40 degrees F including wind chill.

### **The Dibert & St. Francis House Food Pantries (Richmond, Roanoke)**

Serve families who need food, clothing and baby items and are supported by Catholic churches as well as other churches, organizations and individuals. St. Francis House is a registered food pantry with Feeding America Southwest Virginia.

### **Financial Assistance (Richmond, Roanoke, Petersburg, Norton)**

Provides Financial Assistance and short-term planning to people in crisis. In partnership with Catholic parishes, other community resources and individual contributions, Financial Assistance is provided to prevent the loss of housing (rent and mortgage) or the loss of a critical utility.

### **Financial Education (Richmond, Roanoke, Hampton Roads, Norton, Petersburg)**

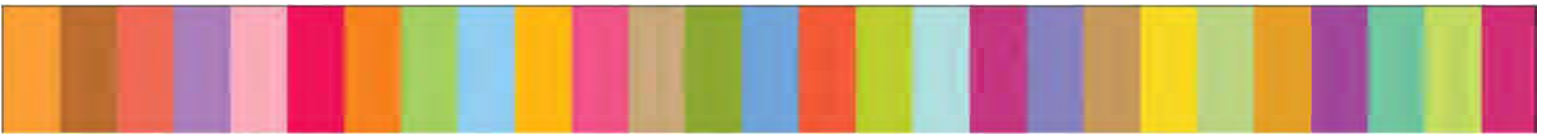
Many of the people who come to CCC seeking emergency financial assistance lack basic financial literacy skills that can help them avoid crises in the future. Through financial management workshops, CCC teaches budgeting skills, the value of savings and how even households with limited income can plan to avoid a financial crisis. For those households that may need extra help with their personal or household finances, CCC provides one-on-one financial coaching where CCC staff meet monthly with program participants to track expenses, identify problem areas and budget and plan for a stable financial future.

### **Homeless Prevention/Diversion (Richmond)**

Preventing homelessness for a family or an individual is often the best way to ensure stability and long term success. CCC's Homeless Prevention Program is a resource for individuals or families who would become homeless except for assistance from this program. Intake specialists at The Housing Resource Center triage households as they present seeking shelter to determine if homelessness can be prevented; and, if so, CCC uses a housing first approach to ensure that the household doesn't enter a shelter or the homeless services system. The Homeless Prevention program combines long term case management and short term, targeted financial assistance to stabilize a household in permanent housing.







*(Continued from page 2)*

### **HOPWA Greater Richmond (Richmond)**

Provides a combination of long term or short term housing subsidies and comprehensive case management services to assist low income persons living with HIV or AIDS establish or maintain stability in housing, acquire the resources and supports necessary to maintain housing and access the health and supportive services necessary to thrive in the Greater Richmond Region.

### **Housing & Financial Counseling (Richmond, Roanoke, Petersburg, Norton)**

CCC's Certified Housing Counselors assist community members facing foreclosure and eviction, seeking to purchase a home, resolve credit issues or find more affordable rental housing. Housing Counselors work with individuals and families to review or create workable household budgets and identify steps to build assets and wealth and to achieve their housing goals to improve household financial security.

### **The Housing Resource Center (Richmond)**

The Housing Resource Center is the starting point for anyone who is homeless or at risk of homelessness in the Greater Richmond Region. CCC works with area emergency shelters, homelessness prevention, rapid re-housing, permanent supportive housing providers and other partners to secure shelter for homeless individuals and families. Additionally, CCC provides linkages to additional services like counseling, substance abuse services, mediation and mainstream resources.

### **Permanent Supportive Housing (Petersburg)**

Provides chronically homeless individuals with housing focused case management combined with a housing subsidy to enable long term homeless individuals with disabilities move from the streets, or emergency shelter to permanent housing.

## **Resettlement Services**

### **Employment Services (Hampton Roads, Richmond, Roanoke)**

Employment Services assists refugees to find employment paving their way to self-sufficiency. CCC provides at no cost a variety of orientation services to ease the hiring process and follow-up to enhance employee stability in the workplace.

### **English Instruction (Hampton Roads, Richmond, Roanoke)**

This volunteer-driven English as a Second Language (ESL) program provides refugees with accessible, free English instruction designed to help refugees secure jobs and become self-sufficient within our communities.

### **Medical Liaison Services (Hampton Roads, Roanoke)**

Medical Liaison Services provide health and wellness services to refugees by promoting wellness and ensuring access to health care services that address physical and psychological needs. The program staff serves as a link between refugees and health care providers in developing and coordinating a network of health and mental health providers and offering training to educate/orient providers about refugees and their health care needs.

### **Refugee Resettlement (Hampton Roads, Richmond, Roanoke)**

The Refugee Resettlement program welcomes refugees, empowering people escaping persecution to begin new lives with dignity through early self-sufficiency. CCC helps these newcomers as they transition into our society while also fostering a community climate of acceptance for persons of different cultures.

### **School Liaison (Hampton Roads, Richmond, Roanoke)**

School Liaison Services provide outreach, education and advocacy for refugee children and their families to promote effective integration, education and successful transition to the U.S. Public School system. The program serves as a link between refugee/immigrant parents and schools. In Roanoke this service is also offered to Immigrant populations with the support of local funding.

*(Continued on page 4)*



*(Continued from page 3)*

## **Other**

### **Developmental Disabilities (Hampton Roads, Norton, Richmond, Roanoke, Petersburg, Charlottesville)**

CCC's Developmental Disabilities program serves people with developmental delays by providing oversight, coordination and monitoring of the clients' health care. Recipients receive coordination of care services which aim to prevent placement in an intermediate care facility.

### **Immigration Services (Hampton Roads, Richmond, Roanoke)**

Bilingual staff members, who are accredited by the Board of Immigration Appeals, offer immigration advice and assistance in completing immigration forms. Immigration Counselors provide assistance with completion of necessary paperwork and ensure adherence to required procedures assisting people in maintaining and/or securing appropriate legal documents.

### **Independence for Seniors (Richmond, Roanoke, Petersburg)**

A volunteer-led program that provides services for adults 60+ who may be experiencing loneliness. Services help isolated seniors by linking them to needed resources and promoting healthy lifestyles and community interaction. CCC also provides support and assistance to overburdened caregivers and workshops to the general public on advance care planning.

### **Interpreter Services (Hampton Roads, Richmond, Roanoke)**

This program responds to the growing demand for quality foreign language interpreters and translators in the area. With over 47 languages spoken, businesses from all sectors including medical providers, courts, schools and financial institutions can ensure that limited English proficient (LEP) individuals have access to understanding of services. CCC provides competent, tested and trained interpreters and translators increasing the effectiveness of communication.

### **Public & Private Guardianship (Richmond and Central Virginia)**

This program offers services for cognitively impaired adults who need assistance consenting to their personal and financial affairs. We provide ongoing care management and monitoring of care services for individuals and are available by phone 24/7.



**Nonprofit Questionnaire - Attachment E**

<b>Name</b>	<b>Location</b>	<b>Date</b>	<b>Role/Ownership</b>	<b>JV Partnership Principals</b>	<b>General Contractor</b>	<b>Management Entity</b>	<b>Application Result</b>	<b>Status</b>
Huntington Village	Newport News	2018	CCC 10% Owner Dakota Partners 90%	Roberto Arista (45%) Mark Daigle (45%) CCC (10%)	Dakota Partners Mark Daigle	The Lawson Companies Carl Hardee	Credits Awarded	Under Construction
The Heights at Brady Square	Richmond	2019	CCC 10% Owner Dakota Partners 90%	Roberto Arista (45%) Mark Daigle (45%) CCC (10%)	Dakota Partners Mark Daigle	The Lawson Companies Carl Hardee	Credits Awarded	Closing Spring 2020
Southside Commons	Petersburg	2019 Innovation Round	CCC 10% Owner Dakota Partners 90%	Roberto Arista (45%) Mark Daigle (45%) CCC (10%)	Dakota Partners Mark Daigle	The Lawson Companies Carl Hardee	No Credit Award	Inactive

**Internal Revenue Service  
P.O. Box 2508  
Cincinnati, OH 45201**

**Department of the Treasury**

**Date: October 24, 2018**

**Person to Contact:**

R. Meyer ID# 0110429

**Toll Free Telephone Number:**

877-829-5500

United States Conference of Catholic  
Bishops  
3211 4<sup>th</sup> Street, NE  
Washington, DC 20017-1194

**Group Exemption Number:**

0928

Dear Sir/Madam:

This responds to your October 12, 2018, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2018*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2018* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

File extract, or EO BMF. Donors may verify that a subordinate organization is included in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

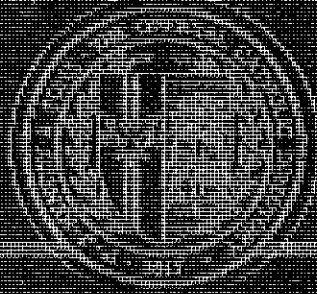
Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Stephen a. martin".

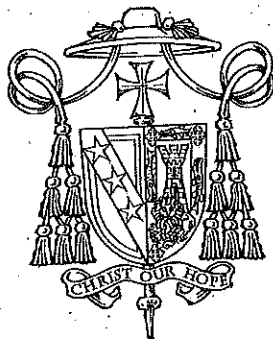
Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements



The Official  
Catholic Directory  
Anno Domini  
2018

# Diocese of Richmond

(*Dioecesis Richmondensis*)



Most Reverend

**BARRY C. KNESTOUT**

Bishop of Richmond; ordained June 24, 1989; appointed Auxiliary Bishop of Washington and Titular Bishop of Leavenworth November 18, 2008; Episcopal ordination December 29, 2008; appointed Bishop of Richmond December 5, 2017; installed January 12, 2018. Pastoral Center: 7800 Carousel Lane, Richmond, VA 23294.

ESTABLISHED IN 1820.

Square Miles 36,711.

Comprises the State of Virginia, with the exception of the Counties of Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, King George, Lancaster, Loudoun, Madison, Northumberland, Orange, Page, Prince William, Rappahannock, Richmond, Shenandoah, Spotsylvania, Stafford, Warren and Westmoreland.

For legal titles of parishes and diocesan institutions, consult the Chancery Office.

Catholic Diocese of Richmond Pastoral Center: 7800 Carousel Lane, Richmond, VA 23294. Tel: 804-359-5661; Fax: 804-358-9159.

Web: [www.richmonddiocese.org](http://www.richmonddiocese.org)

Email: [Bishop@richmonddiocese.org](mailto:Bishop@richmonddiocese.org)

## STATISTICAL OVERVIEW

<b>Personnel</b>			
Bishop	1		
Retired Abbots	1		
Priests: Diocesan Active in Diocese	86		
Priests: Diocesan Active Outside Diocese	5		
Priests: Retired, Sick or Absent	41		
Number of Diocesan Priests	132		
Religious Priests in Diocese	18		
Total Priests in Diocese	150		
Extern Priests in Diocese	53		
<b>Ordinations:</b>			
Diocesan Priests	3		
Transitional Deacons	3		
Permanent Deacons in Diocese	140		
Total Brothers	7		
Total Sisters	181		
<b>Parishes</b>			
Parishes	139		
<b>With Resident Pastor:</b>			
Resident Diocesan Priests	98		
Resident Religious Priests	6		
<b>Without Resident Pastor:</b>			
Administered by Priests	35		
Missions	6		
Closed Parishes	4		
<b>Professional Ministry Personnel:</b>			
Brothers	5		
Sisters	181		
Lay Ministers	128		
<b>Welfare</b>			
Catholic Hospitals	8		
Total Assisted	898,554		
Homes for the Aged	7		
Total Assisted	1,429		
Day Care Centers	2		
Total Assisted	200		
Special Centers for Social Services	6		
Total Assisted	32,388		
Residential Care of Disabled	3		
Total Assisted	581		
<b>Educational</b>			
Diocesan Students in Other Seminaries	31		
Total Seminarians	31		
High Schools, Diocesan and Parish	5		
Total Students	1,029		
High Schools, Private	3		
Total Students	642		
Elementary Schools, Diocesan and Parish	22		
Total Students	6,369		
Elementary Schools, Private	3		
Total Students	797		
<b>Catechesis/Religious Education:</b>			
High School Students	4,196		
Elementary Students	12,393		
Total Students under Catholic Instruction	25,447		
<b>Teachers in the Diocese:</b>			
Sisters	12		
Lay Teachers	954		
<b>Vital Statistics</b>			
<b>Receptions into the Church:</b>			
Infant Baptism Totals	3,021		
Minor Baptism Totals	115		
Adult Baptism Totals	325		
Received into Full Communion	483		
First Communions	3,001		
Confirmations	2,282		
<b>Marriages:</b>			
Catholic	533		
Interfaith	289		
Total Marriages	822		
Deaths	1,708		
Total Catholic Population	241,276		
Total Population	5,322,085		

**Former Bishops**—Rt. Revs. PATRICK KELLY, D.D., ord. July 18, 1802; first Bishop; cons. Aug. 24, 1820; transferred to Waterford and Lismore in 1822; died Oct. 8, 1829; RICHARD V. WHELAN, D.D., ord. May 1, 1831; second Bishop; cons. March 21, 1841; transferred to Wheeling, July 23, 1850; died July 7, 1874; JOHN MCGILL, D.D., ord. June 13, 1835; cons. Nov. 10, 1850; died Jan. 14, 1872; His Eminence JAMES CARDINAL GIBBONS, D.D., ord. June 30, 1861; cons. Aug. 16, 1868; Bishop of Adramyttium, and Vicar-Apostolic of North Carolina; transferred to the See of Richmond, July 30, 1872; transferred to the See of Baltimore, Oct. 3, 1877; created Cardinal Priest of S. Maria in Trastevere, June 7, 1886; died March 24, 1921; Rt. Revs. JOHN J. KEANE, D.D., ord. July 2, 1866; cons. Aug. 25, 1878; resigned August, 1888; rector of the Catholic University, Washington, DC; transferred to Archbishopric of Dubuque, July 24, 1900; died June 27, 1918; AUGUSTINE VAN DE VYVER, D.D., ord. July 21, 1870; cons. Oct. 20, 1889; died Oct. 16, 1911; DENIS JOSEPH O'CONNELL, D.D., ord. May 26, 1877; cons. May 3, 1908; Titular Bishop of Sebaste and Auxiliary Bishop of San Francisco; appt. Bishop of Richmond, Jan. 19, 1912; resigned Jan. 15, 1926 and appt. Titular Archbishop of Marianne; died Jan. 1, 1927; Most Revs. ANDREW J. BRENNAN, D.D., ord. December 17, 1904; cons. Titular Bishop of Thapsus and Auxiliary Bishop of Scranton, April 25, 1923; appt. Bishop of Richmond, May 28, 1926; resigned April 14, 1945; appt. Titular Bishop of Telmessus; died May 23, 1956; PETER L. IRETON, D.D., ord. June 20, 1906; appt. Titular Bishop of Cime Coadjutor Bishop and Apostolic Administrator of Richmond, Aug. 3,

1935; cons. Oct. 23, 1935; named Bishop of Richmond, April 14, 1945; named Assistant at the Pontifical Throne, May 21, 1956; died April 27, 1958; JOHN J. RUSSELL, D.D., ord. July 8, 1923; appt. Bishop of Charleston, Jan. 28, 1950; cons. March 14, 1950; appt. Bishop of Richmond, July 3, 1958; retired April 3, 1973; died March 17, 1993; WALTER F. SULLIVAN, D.D., ord. May 9, 1953; appt. Titular Bishop of Selsey and Auxiliary Bishop of Richmond Oct. 20, 1970; cons. Dec. 1, 1970; appt. Apostolic Administrator of Richmond April 30, 1973; succeeded to the See, June 6, 1974; resigned Sept. 16, 2003; died Dec. 11, 2012; FRANCIS X. DILORENZO, ord. May 18, 1968; appt. Titular Bishop of Tugia and Auxiliary Bishop of Scranton Jan. 26, 1988; cons. March 8, 1988; appt. Apostolic Admin. of Honolulu Oct. 12, 1993; succeeded to See Nov. 29, 1994; appt. Bishop of Richmond March 31, 2004; installed May 24, 2004; ret. April 15, 2017; died Aug. 17, 2017.

### Central Administrative Offices

Unless otherwise indicated all Diocesan Offices are located at: 7800 Carousel Ln., Richmond, 23294. Tel: 804-359-5661; Fax: 804-358-9159.

**Diocesan Administrator**—Rev. Msgr. MARK RICHARD LANE, V.G., S.T.M., D.Min. Regional Delegates: Rev. Msgrs. WALTER C. BARRETT, Eastern Vicariate, Tel: 757-851-8800; R. FRANCIS MUENCH, J.C.L., Central Vicariate, Tel: 804-355-9155; Rev. KEVIN L. SEGERBLOM, Western Vicariate, Tel: 276-669-8200, Ext. 30

**Other Delegates**—Revs. WILLIAM DANIEL BEEMAN, Catholic Schools' Mission & Identity; MICHAEL G. BOEHLING, Pastoral Svcs.

**Assistant to the Bishop**—MRS. ANNE C. EDWARDS, Tel: 804-359-5661.

**Chancellor**—Rev. Msgr. R. FRANCIS MUENCH, J.C.L., Tel: 804-355-9155; Fax: 804-359-2810.

**Vice Chancellor**—MS. EDITH MCNEIL JETER, Tel: 804-359-5661, Ext. 218.

**Diocesan Tribunal**—Tel: 804-355-9155; Fax: 804-359-2810.

**Judicial Vicar**—Rev. Msgr. R. FRANCIS MUENCH, J.C.L.

**Adjutant Judicial Vicar**—Rev. MICHAEL M. DUFFY, J.C.L.

**Judges**—Rev. Msgr. J. KENNETH RUSH JR., D.Min.; Revs. WAYNE L. BALL, J.C.L.; KEVIN J. O'BRIEN, Ph.D.; JEFFREY M. STAAB, J.C.D.; H. ROBERTA SMALL, J.C.L.; JUDITH A. DOUGLAS, J.C.D.; SUSAN L. VANNICE, J.C.L.; Deacon J. MICHAEL FITZGERALD, J.C.L.

**Defenders of the Bond**—CHRISTINA HIP-FLORES, J.C.D.; AMY JILL STRICKLAND, J.C.L.; ELISA E. UGARTE, J.C.L.; E. MAGDALEN ROSS, J.C.L.

**Ecclesiastical Notaries**—MRS. DENISE RYAN; MRS. CHERYL GAMBARDILLA; MRS. KATHLEEN M. MCINTOSH.

**Propagation of the Faith**—Deacon ROBERT H. GRIFFIN. Delegate for Clergy—Revs. TIMOTHY M. KUHNEMAN, Tel: 804-359-5661; Email: [tkuhneman@richmonddiocese.org](mailto:tkuhneman@richmonddiocese.org); JOHN C. KAZIBWE, (Uganda) Asst. to the Delegate for Clergy for African Priests; SALVADOR ANONUEVO, Asst. to the Delegate for Clergy for Filipino Priests.

**Registrar & Coordinator Permanent Diaconate**—MRS. GERALDINE MANCUSO.

**Ethnic and Special Liturgies**—Filipino, Hispanic, Korean, Vietnamese; Tridentine Latin Mass, Deaf Hearing Impaired. Please refer to the diocesan website for location and schedule.

**Delegate for Ecumenism & Ecumenical Affairs**—Rev. TIMOTHY M. KUHNEMAN, Tel: 804-359-5661; Email: tkuhneman@richmonddiocese.org.

**Delegate for Vocations**—Rev. MICHAEL G. BOEHLING.

**Director of Archives and Museum**—MS. EDITH MCNEIL JETER.

**Office of Human Resources**—MRS. DOROTHY MAHANES, Human Resource Officer; MRS. MARYJANE M. FULLER, Dir. Safe Environment & Assoc. Dir. Human Resources; MRS. CATHERINE M. CARNEY, Recruiter & Training Mgr.; MRS. TINA B. TUPPER, Centralized Onboarding Specialist.

**Office of Development**—MRS. MARGARET KEIGHTLEY, Exec. Dir. Advancement; MR. ALEX PRAVITERA, Dir.; MS. JOYCE A. SCHREIBER, Dir. Devel. for Catholic Schools; MRS. MARIA GABRIELA GONZALEZ, Sejura Dir. Devel.; MS. MARY AONES KEENAN, Dir. Parish Campaign.

**Office of Information Technology**—MR. ERIC SUND, Dir.; MR. JOSE GONZALEZ, Network Admin.; MS. LYNN MOONEY, Web Svcs. & Database Devel.; MR. DANIEL DEHART, Network Administration/Support.

**Office of Communications**—DEBORAH M. COX, Dir.

**Office of Printing**—MR. JOEL CLIBORNE, Dir.

**Office of Finance**—MR. MICHAEL J. MCGEE, CFO; MRS. SARAH W. RABIN, Dir. Finance; Deacon PAUL MAHEPKY, Dir. Real Estate; MRS. AIMEE W. CHAPPELL, Asst. Dir. Finance.

**Parish & School Financial Auditors**—MR. WILLIAM B. MURPHY, Internal Audit Mgr.; MR. ROBERT D. BOYLE, Senior Internal Auditor; MR. BEN ABALOS, Internal Auditor.

**Diocesan Housing Corporation**—MR. WILLIAM B. MURPHY, Exec. Dir.

**Facilities Management**—MR. JOHN W. MURPHY JR., Dir.

**Office of Risk Management**—MR. KURT HICKMAN, Dir.

**Office of Christian Formation**—MRS. EMILY FILIPPI, Dir.; MRS. KATHLEEN T. MCMASTER, Assoc. Dir.; MS. SHERI KEMP, Assoc. Dir.; MRS. BERNADETTE E. HARRIS, Assoc. Dir., Dir. Lay Ecclesial Ministry Inst.; MRS. MELANIE CODDINGTON, Regl. Min. Christian Formation.

**Office of Catholic Schools**—MR. RAYMOND E. HONEYCUTT, Supt.; MRS. KELLY LAZZARA, Assoc.

Supt. Opers.; DR. ANGELA M. ALLEN, Assoc. Supt. Curriculum & Instruction.

**Office of Evangelization**—MR. MICHAEL F. SCHOOL, Dir.; MR. DANIEL WHITEHOUSE, Assoc. Dir.; MS. CARRIE POSTON, Prog. Coord.; MS. RHODA BEVC, Prog. Coord.

**Center for Marriage, Family & Life**—MR. MICHAEL F. SCHOOL, Exec. Dir.; MR. DANIEL WHITEHOUSE, Dir., Prog. & Support, Tel: 804-359-5661; MR. ALBERT DRUMMOND, Assoc. Dir. Communications, Technology & Special Projects, Tel: 804-622-5109; Fax: 804-368-9159; Email: cmf@richmonddiocese.org; MS. CARRIE POSTON, Prog. Coord.; MS. RHODA BEVC, Prog. & Marriage Prep. Coord.

**Youth & Young Adult**—MS. ANGIE POMETTO, Assoc. Dir. (Central & Western Vicariate); MR. CHRIS ANDERSON, Assoc. Dir. (Eastern Vicariate).

**Campus Ministry**—MR. ANDREW WARING, Assoc. Dir.

**Office of Worship**—Rev. SEAN M. PRINCE, Dir.

**Office for the Hispanic Apostolate**—Sr. INMA CUESTA-VENTURA, C.M.S., Dir.

**Office for Black Catholics & Asian Ministry**—MS. PAM HARRIS, Dir.

**Office of Social Ministries**—MR. MICHAEL F. SCHOOL, Interim Dir.; MR. JAMES MURIGU MWANGI, Regl. Coord. & Migrant Ministry; MS. CARRIE POSTON, Interim Prog. Coord.; Rev. RICHARD T. MOONEY, Prison Ministry.

#### Diocesan Councils and Organizations

**Catholic Relief Services**—(Sea Office of Social Ministry).

**Catholic Daughters of America**—State Regent: EILEEN DUMANSKY; 7306 Parkline Dr., Richmond, 23226. Tel: 804-662-5663.

**Catholic Virginian (Diocesan Newspaper)**—MR. BRIAN OLSEWSKI, Editor, Tel: 804-359-5654; Fax: 804-359-5689.

**Council of Catholic Women**—Contact: MRS. LOUISE HARTZ, Tel: 804-741-2487.

**Cemeteries**—Deacon ED HANDEL, Dir., Tel: 804-359-5661.

**Council of Priests**—See Presbyteral Council.

**Catholic Charities**—  
**Commonwealth Catholic Charities**—1601 Rolling Hills Dr., Richmond, 23229. Tel: 804-285-5900. Ms. JOANNE D. NATTRASS, M.B.A., B.S.N., R.N., Exec. Dir.  
**Catholic Charities of Eastern Virginia, Inc.**—5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-467-7707. MR. CHRISTOPHER R. TAN, Exec. Dir.

**Commission for Ecumenical & Interreligious Affairs**—Rev. TIMOTHY M. KUHNEMAN, Tel: 804-359-5661.

**Finance Council**—Contact: MR. MICHAEL J. MCGEE, CFO.

**Haitian Ministry Commission—Office of Social Ministries**, Tel: 804-622-5222.

**Knights of Columbus**—State Deputy: MR. STEPHEN KEHOE, Email: statedeputy@vafkof.org.

**Diocesan Pastoral Council**—Deacon RONALD A. REGER, Chm.

**Diocesan School Board**—3650 Hermitage Rd., Richmond, 23227. Tel: 804-822-3947. MS. JANE JOHNSON, Chm.

**Presbyteral Council**—Rev. WILLIAM DANIEL BEEMAN, Chair.

**Propagation of the Faith**—Deacon ROBERT H. GRIFFIN.

**Respect Life**—MR. MICHAEL F. SCHOOL, Exec. Dir.; MR. DANIEL WHITEHOUSE; MR. ALBERT DRUMMOND.

**Secular Carmelite Communities**—  
**Community of the Holy Spirit**—SUNNI COWLING, O.C.D.S., Pres., 1211 Mt. Erin Dr., Richmond, 23231.  
**Community of Our Lady of the Annunciation**—TRA INPSEL, O.C.D.S., Pres., 1288 Alanton Dr., Virginia Beach, 23454.

**Third Order of the Dominicans**—  
**Lay Fraternity of St. Dominic**—St. Thomas Aquinas Chapter 01 Alderman Rd., Charlottesville, 22903. Very Rev. JOSEPH BARRANGER, O.P., Supvr.  
**Lay Fraternity of St. Dominic**—Church of the Vietnamese Martyrs Rev. PAUL TRAN NGUYEN, O.P., 12500 Patterson Ave., Richmond, 23238.

**Victim Assistance Coordinator**—7800 Carousel Ln., Richmond, 23294. Tel: 804-622-5203. MRS. MARY-JANE M. FULLER.

**Youth Ministry Council**—MR. MICHAEL F. SCHOOL.

**Liturgical Commission**—Rev. SEAN M. PRINCE.

**Commission for Black Catholic**—2609 Mountain Berry Ct., Glen Allen, 23060. Tel: 804-314-8556. MS. CANDRA PARKER, Chm.

**Building and Renovation Committee**—Rev. ROBERT J. COLE, 800 Los Conoes Way, Virginia Beach, 23456. Tel: 757-426-2180.

**Campus & Young Adult Ministry**—MR. MICHAEL F. SCHOOL, Contact.

**Christian Formation Commission—Our Lady of Perpetual Help**, 314 Turner Rd., Salem, 24163. Tel: 540-387-0491. MS. BARBARA HAIRFIELD.

## CLERGY, PARISHES, MISSIONS AND PAROCHIAL SCHOOLS

### CITY OF RICHMOND

1—CATHEDRAL OF THE SACRED HEART (1906) [JC] Rev. Msgr. Patrick D. Golden, Rector; Deacons Christopher M. Malone, Marshall D. Banks; Mark C. Matte; Charles Williams Jr.; Michael David DeNoia; Mary Rebecca Pugsley, Interim Campus Min.

**Bishop's Office**—7800 Carousel Ln., 23294.

**Cathedral Office**—800 S. Cathedral Pl., 23220-1569. Tel: 804-359-5661; Fax: 804-358-8043; Email: info@richmondscathedral.org; Web: www.richmondscathedral.org. Church: 18 N. Laurel, 23220.

**Catechesis Religious Program**—Students 117.

2—ST. AUGUSTINE (Chesterfield Co.) (1973) Rev. Marlon Portillo Munoz, Admin.; Deacons Eric Christopher Broughton; Christopher Corrigan; Albert Hallat. Res. 9608 Verlinda Ct., 23237. Church: 4400 Beulah Rd., 23237-1850. Tel: 804-275-7962; Fax: 804-271-4604; Email: sta@staugustineparish.net; Web: www.staugustineparish.net.

**Catechesis Religious Program**—Students 356.

3—SAINT BENEDICT (1911) [JC] Rev. Anthony E. Marques. Res. 2900 Garrett St., 23221. Church: 300 N. Sheppard St., 23221-2407. Tel: 804-254-8810; Fax: 804-355-5112; Email: ioleary@saintbenedictparish.org; Web: www.saintbenedictparish.org.

**School—Saint Benedict School** 3100 Grove Ave., 23221. Tel: 804-254-8850; Fax: 804-254-9163; Email: sress@saintbenedictschool.org; Web: www.saintbenedictschool.org. Mr. Sean M. Cruess, Prin. Lay Teachers 16; Students 182.

**Catechesis Religious Program**—Email: rharmick@saintbenedictparish.org. Robert Hamrick, D.R.E., Students 215.

4—ST. BRIDGET (Richmond, VA) (1949) Rev. Msgr. William H. Carr; Rev. John Christian, Parochial Vicar; Deacons Patrick Joseph White; Robert B.

Giovenco; Victor Petillo. In Res., Rev. Msgr. R. Francis Muench, J.C.L. Church: 6006 Thre Chopt Rd., 23226-2730. Email: parishmail@saintbridgetchurch.org; Web: www.saintbridgetchurch.org.

**School—Saint Bridget Catholic School** 8011 York Rd., 23226. Tel: 804-288-1994; Fax: 804-288-5730; Email: information@saintbridget.org; Web: www.saintbridget.org. Mr. George Sadler, Prin. Lay Teachers 35; Students 456.

**Catechesis Religious Program**—Students 271.

5—CHURCH OF THE EPIPHANY (Chesterfield Co.) (1979) Mailing Address: 11000 Smokehouse Dr., 23236-3144. Tel: 804-794-0222; Fax: 804-378-2013; Email: epiphany@epiphanychurch.org; Web: www.epiphanychurch.org. Rev. John C. Kazibwa, (Uganda); Deacons Stephen Haut; Belardino Lupini; Arthur Mendez. See Regional School St. Edward - Epiphany, Richmond under St. Edward, Richmond for details.

**Catechesis Religious Program**—Students 465.

6—CHURCH OF THE VIETNAMESE MARTYRS (1983) (Vietnamese) Mailing Address: 12486 Patterson Ave., 23238. Tel: 804-784-5450; Email: cvmrector@gmail.com. Rev. Paul Tuan Nguyen, O.P.; John Baptist Khoi Nguyen, Parochial Vicar. **Catechesis Religious Program**—Students 257.

7—ST. EDWARD THE CONFESSOR (1959) Mailing Address: 2700 Dolfield Dr., North Chesterfield, 23235. Tel: 804-272-2948; Fax: 804-560-3565; Email: stedward@stedwardch.org; Web: www.stedchurch.com. Revs. Donald H. Lemay; Mark Kowalski, Parochial Vicar; Deacons James D. Greer; Thomas B. Elliott; Kevin Hogan; Robert D. Ewan. Res. & Church: 10908 Ashburn Rd., North Chesterfield, 23237-2618. **School—Regional School St. Edward-Epiphany** 10701 Huguenot Rd., 23235. Tel: 804-272-2881; Fax: 804-272-2904. Mrs. Emily Elliott, Prin. Lay Teachers 50; Students 491. **Catechesis Religious Program**—Students 667.

8—ST. ELIZABETH (1923) [JC] (African American)

Mailing Address: 1301 Victor St., 23222-3935. Revs. Daniel O. Brady; James M. Arsenault, Parochial Vicar. Church: 2712 2nd Ave., 23222-3935. Tel: 804-329-4599; Fax: 804-321-0741; Email: stelzicc@verizon.net; Web: www.stelzicc.org.

**School—All Saints** 3418 Noble Ave., 23222. Tel: 804-329-7524; Fax: 804-329-4201. Mr. Kenneth Soistman, Prin.

**Catechesis Religious Program**—Students 7.

9—HOLY ROSARY (1953) (African American) Rev. David J. Stanfill; Deacons Francis Nelson Jr.; Melvin D. Dowdy. Parish Office & Mailing Address: 3300 "R" St., 23223-0416. Tel: 804-222-1105; Fax: 804-226-2204; Email: office@hrcrichmond.org; Web: hrcrichmond.org. Res.: 901 Hunters Run Dr., 23223. **Catechesis Religious Program**—Students 48.

10—ST. JOSEPH (1991) 828 Buford Rd., 23235. Tel: 804-320-4932; Fax: 804-451-1009; Email: office@stjosephrichmond.org; Web: www.stjosephrichmond.org. Revs. Robert Novokowsky, F.S.S.P.; Terrence Gordon, F.S.S.P., Parochial Vicar. **Catechesis Religious Program**—Students 103.

11—ST. KIM TAEGON (1986) (Korean) Mailing Address: 3103 Maury St., 23224-3559. Tel: 804-232-0993; Fax: 804-232-0992. Rev. Myoungsang Lee. Church: 3100 Logandale Ave., 23224. **Catechesis Religious Program**—Students 49.

12—ST. MARY (1962) Mailing Address: 9505 Gayton Rd., 23229-5319. Tel: 804-740-4044; Fax: 804-740-2197; Email: parish@stmarysrichmond.org; Web: www.stmarysrichmond.org. Rev. Michael A. Renninger; Deacons Joseph Thomas Marlin; Frank Ronald Baskind, Ph.D.; Sr. Pat McCarthy, S.F.C.C., Pastoral Assoc.; Rebecca Oxenreider, Parish Social Ministry; Joe Lenich, Music Min.; Mark Yeager, Dir. Parish Admin.; Gregg Kamper, Business Mgr.; Sharon Vrtis, Liturgy Dir.; Teresa Lee, Dir. Evangelism. In Res., Rev. James M. Arsenault.



Third Order of St. Francis 5; Total Staff, Bon Secours Mary Immaculate 853; Outpatients 75,578; Inpatients 7,841

**NORFOLK. Bon Secours De Paul Medical Center, Inc.,** 150 Kingsley Ln., Norfolk, 23505. Tel: 757-889-5000; Fax: 757-889-6837; Web: bonsecourshamptonroads.com. John Barrett, CEO. Bon Secours Ministries  
*Bon Secours DePaul Medical Center*  
*Bon Secours DePaul Health Foundation*  
*Bon Secours Bayley Properties* Bed Capacity 204; Outpatients 83,842; Inpatients 7,315; Staff 787.

**PORTSMOUTH. Bon Secours Hampton Roads Health Systems, Inc.,** 3636 High St., Portsmouth, 23707-3236. Tel: 757-398-2122. Joseph M. Oddis, CEO. Bed Capacity 346; Total Staff 1,913.

*Bon Secours Maryview Medical Center*, 3636 High St., Portsmouth, 23707. Tel: 757-398-2200; Fax: 757-398-2359; Web: www.bonsecourshamptonroads.com. Joseph M. Oddis, CEO; Richard Chasse, Dir. Pastoral Care; Rita Hickey, Rev. Pantaleon O. Manalo, Chap. Sisters of Bon Secours.  
*Maryview Hospital* Bed Capacity 346; Total Staff 1,569; Outpatients 187,915; Inpatients 1,400.  
*Maryview Behavioral Medicine Center*, 3636 High St., Portsmouth, 23707. Tel: 757-398-2589; Fax: 757-398-2396; Web: www.bonsecourshamptonroads.com. Lucy Kociman, Admin. Bed Capacity 54; Patients Asst Annual. 2,362; Total Staff 70.

**[F] CHILD LEARNING CENTERS**

**RICHMOND. Sacred Heart Center, Inc.,** 1400 Perry St., 23224. Tel: 804-230-4399; Fax: 804-231-7247; Email: tanya-gonzalez@shrchrchmdom.org. Tanya Gonzalez, Exec. Dir.; Rev. John Podsiadlo, S.J., Dir. Leadership & Volunteer Prog.; Adult Education, Social Services, Latino Outreach.

**BLACKSBURG. St. Mary's Little Angels Preschool** (1988) 1205 Old Mill Rd., Blacksburg, 24060-3618. Tel: 540-951-0916; Fax: 540-953-2962; Email: littleangels@stmmarysblacksburg.org; Web: www.stmarysblacksburg.org/smla. Kimberly Koese, Preschool Coord. Preschool: ages 3-5 year olds; Parent Morning Out: 18-36 months Lay Teachers 12; Students 63.

**VIRGINIA BEACH. Holy Family Day School,** 1279 N. Great Neck Rd., Virginia Beach, 23464-2117. Tel: 757-481-1180; Fax: 757-481-3989; Email: dayschoolprincipal@holymfamilyvb.org; Web: www.holymfamilyvb.org. Cynthia Girard, Prin.; Colleen Oates, Bookkeeper. Lay Teachers 5.

**[G] HOMES FOR THE AGED**

**RICHMOND. St. Francis Home, Inc.,** 65 W. CLOPTON ST., 23225. Tel: 804-231-1943; Fax: 804-231-1065; Email: bslough@saaintfranchome.com. Bruce M. Slough, Exec. Dir. Bed Capacity 135; Tot Asst. Annually 170; Total Staff 52.

*St. Joseph's Home for the Aged/Jeanne Jugan Pavilion* (1874) 1503 Michaels Rd., Henrico, 23229. Tel: 804-288-6245; Fax: 804-288-8906; Email: msrichmond@littlesistersofthehood.org. Sr. Marie Edward Quinn, Supr. & Admin. Attended by Rev. Kenneth Wood (Chap.) Bed Capacity 96; Guests 98; Little Sisters of the Poor 10; Tot Asst. Annually 96; Total Staff 130; Direct Care 125.

*St. Mary's Woods* (1986) 1257 Marywood Ln., 23229. Tel: 804-741-8624; Fax: 804-740-7912; Email: randy.scott@stmmaryswoods.com; Web: stmmaryswoods.com. Randy Scott, Admin. Total Staff 75; Independent Units 34; Total Assisted Living 86; Units 120.

*Our Lady of Hope Health Center, Inc.,* 13700 N. Gayton Rd., 23223. Tel: 804-360-1960; Fax: 804-364-0737; Email: mfarmer@ourladyofhope.com; Web: www.ourladyofhope.com. Julia Fretwell, L.N.H.A., Admin. Total Staff 203; Nursing Home Residents 60; Assisted Living 77.

**CHARLOTTESVILLE. Our Lady of Peace,** 751 Hillsdale Dr., Charlottesville, 22901. Tel: 434-973-1155; Fax: 434-973-3397; Web: www.our-lady-of-peace.com. Sara Ward, L.N.H.A., Exec. Dir. Total Staff 124; Nursing Bed Capacity 30; Independent Units 32; Assisted Units 94.

**LYNCHBURG. H.C. Housing, Inc.** dba McGurk House, 2425 Tate Springs Rd., Lynchburg, 24501. Tel: 434-846-2425; Fax: 434-847-5046; Email: mcgurkhouse@comcast.net; Web: www.mcgurkhouse.org. Elizabeth Nicely, Mgr. Independent Living for adults 62 years or older or mobility impaired. Total Staff 5; Apartments 88.

**NEWPORT NEWS. St. Francis Nursing Center,** 4 Ridgewood Pkwy., Newport News, 23602. Tel: 757-886-6500; Fax: 757-886-6539; Web: www.bshsivr.com. Robin Smith, Admin. Bed Capacity 115; Tot Asst. Annually 102; Total Staff 110; Total Assisted 1,582.

**ROANOKE. Our Lady of the Valley Retirement Community,** 650 N. Jefferson St., Roanoke, 24016. Tel: 540-345-5111; Fax: 540-985-6561; Web: www.

*OurLadyoftheValley.com.* Mary Lynn Yengst, L.N.H.A., Admin. Assisted Living Beds 98; Skilled Nursing Facility Beds 70; Staff 136.

**SUFFOLK. Bon Secours-Maryview Nursing Center,** 4776 Bridge Rd., Suffolk, 23435. Tel: 757-686-0488; Fax: 757-686-8211. Diana L. Jarrett, Admin.  
*Martha W. Davis Cancer Center.*  
*Maryview Employee Assistance Program.*  
*Maryview MedCare Centers (Urgent Care).*  
*Maryview Wellspring Home Health Agency.*  
*Maryview Hospice Program.* Bed Capacity 120

**VIRGINIA BEACH. Marian Manor** (1988) 5345 Marian Ln., Virginia Beach, 23462. Tel: 757-456-5018; Fax: 757-497-7661; Email: karen@marian-manor.com; Web: www.marian-manor.com. Karen Land, Exec. Dir. Tot Asst. Annually 186; Total Staff 100; IAL Beds 18; Assisted Living Beds 109.

*Our Lady of Perpetual Help Health Center, Inc.,* 4560 Princess Anne Rd., Virginia Beach, 23462-7905. Tel: 757-495-4211; Fax: 757-495-7366; Email: tanderson@ourladyperpetualhelp.com; Web: www.OurLadyPerpetualHelp.com. Theresa Anderson, L.N.H.A., Admin. Bed Capacity 123; Tot Asst. Annually 123; Total Staff 160.

*Russell House,* 900 First Colonial Rd., Virginia Beach, 23464. Tel: 757-481-0770; Fax: 757-496-0859; Email: russellhouse@druckerandfalk.com. Connie Cooke, Property Mgr. Residents 126; Total Staff 6; Units 119.

**[H] SPECIALIZED SERVICES**

**RICHMOND. Commonwealth Catholic Charities** (1923) 1601 Rolling Hills Dr., 23229-5011. Tel: 804-285-5900; Fax: 804-285-9130; Email: agancy@cccfva.org; Web: www.cccfva.org. Ms. Joanne D. Natrass, M.B.A., B.S.N., R.N., Exec. Dir.

Satellite Offices:  
 918 Harris St., Ste. 1G, Charlottesville, 22903. Tel: 434-974-6880; Fax: 434-296-6002.  
 541 Luck Ave. S.W., Ste. 118, Roanoke, 24016-5055. Tel: 540-342-0411; Fax: 540-342-3807.  
 507 Park Ave., S.W., Norton, 24273. Tel: 276-679-1195; Fax: 276-679-2719.  
 820 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561; Fax: 540-344-7513.  
 836 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561; Fax: 540-344-7513.  
*St. Francis House,* 820 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561, Ext. 319; Fax: 540-344-7513.  
 12284 Warwick Blvd., Ste. 1-A, Newport News, 23606-3855. Tel: 757-247-3600; Fax: 757-247-1070.  
 827 Commerce St., Petersburg, 23803. Tel: 804-733-6207; Fax: 804-733-0099.  
 511 W. Grace St., 23220-4911. Tel: 804-648-4177; Fax: 804-648-4931. Total Staff 152; Total Assisted 68,630

**VIRGINIA BEACH. Catholic Charities of Eastern Virginia, Inc.,** 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-456-2366; Fax: 757-456-2367; Email: help@ceeva.org; Web: www.ceeva.org. Mr. Christopher R. Tan, CEO.

Branch Offices:  
 4855 Princess Anne Rd., Virginia Beach, 23462. Tel: 757-467-7707; Fax: 757-495-3206.  
 1301 Colonial Ave., Norfolk, 23517. Tel: 757-533-5217; Fax: 757-533-9562.  
 3804 Poplar Hill Rd., Ste. A, Chesapeake, 23321. Tel: 757-484-0703; Fax: 757-484-1096.  
 12829 Jefferson Ave., Ste. 101, Newport News, 23608. Tel: 757-875-0060; Fax: 757-877-7883.

Other Offices:  
*Catholic Charities Outreach Center,* 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-490-4931; Fax: 757-456-2367.

**[I] MONASTERIES AND RESIDENCES OF PRIESTS AND BROTHERS**

**RICHMOND. Mary Mother of the Church Abbey,** 12829 River Rd., 23288-7206. Tel: 804-784-8508; Fax: 804-784-2214; Email: abbeyinfo@richmondmonks.org; Web: www.richmondmonks.org. Rt. Revs. Placid Solari, O.S.B., Admin.; Benedict R. McDermott, O.S.B., (Retired); Bro. Ambrose Okema, O.S.B.; Revs. Gregory Gresko, O.S.B.; Adrian W. Harnenag, O.S.B.; Bros. David Owen, O.S.B.; Jeffery Williams, O.S.B.; Robert Nguyen, O.S.B.; Rev. John Mary Lugenwa, O.S.B., Prior; Bro. Vincent McDermott, O.S.B. Benedictine Monks. Brothers 5; Priests 4.

**[J] CONVENTS AND RESIDENCES FOR SISTERS**

**RICHMOND. Benedictine Sisters of Virginia, Saint Gertrude Convent,** 6826 Monument Avenue, 23226. Tel: 804-814-2793; Email: srkatpers@gmail.com; Web: osv.org. Sr. Kathleen L. Persson, O.S.B., L.C.S.W. Sisters 2.

*Comboni Missionary Sisters, Delegation House,* 1307 Lakeside Ave., 23228-4710. Tel: 804-268-2975; Tel: 804-262-8827; Fax: 804-264-2906; Email:

cnusaprov@verizon.net; Web: www.comboniano.com. Sr. Mary Bernadette Hilmer, C.M.S., Supr. Sisters 15.

**BARHAMSVILLE. Bethlehem Monastery of the Poor Clare Nuns,** 5500 Holly Fork Rd., Barhamsville, 23011. Tel: 757-566-1694; Fax: 757-566-1697; Email: mtstfrancis@gmail.com; Web: www.poor-clares.org. Mother Mary Therese, P.C.C., Abbess. Observing the Primitive Rule of St. Clare, Constitutions of the Poor Clare Federation of Mary Immaculate (strictly cloistered, solemn vows). Novices 3; Sisters 25; Solemnly Professed 16; Junior Professed 2.

**CROZET. Our Lady of the Angels Monastery** (1987) Cistercian Nuns of the Strict Observance in Virginia, Inc., 3365 Monastery Dr., Crozet, 22932. Tel: 434-823-1452; Fax: 434-823-6379; Email: sisters@lamonastery.org; Web: www.lamonastery.org. Mother Kathy Ullrich, O.C.S.O., Prioress. Professed 13; Sisters 12.

**NEWPORT NEWS. Bernardine Sisters of the Third Order of St. Francis,** 6A Ridgewood Pkwy., Newport News, 23602-4484. Tel: 757-886-6391; Fax: 757-886-6751; Web: www.bfranciscan.org. Sr. Bernard Marie Magill, O.S.F., M.S., N.A.C.C., M.A., Team Leader, Bernardine Franciscans in Newport News, VA. Sisters 5.

**NORFOLK. Sisters Servants of the Immaculate Heart of Mary** (1845) Tel: 757-769-7009; Tel: 757-588-6171; Fax: 757-587-6580; Email: piushmva@aol.com; Web: www.ihmmaculata.org.

*St. Pius X Convent,* 7813 Halprin Dr., Norfolk, 23518. Tel: 757-769-7009 (Home); Tel: 757-589-6171 (School); Fax: 757-587-6580; Email: piushmva@aol.com (Home). Sr. Linda Taber, I.H.M., Supr. Sisters 5.

**PORTSMOUTH. Sisters of St. Secours** (1824) 412 West Rd., Portsmouth, 23707. Tel: 757-397-3869; Email: rita\_thomas@bshsi.com. Sr. Rita Thomas, M.S.N., Pres.

**ROCKVILLE. Monastery of the Visitation Monte Maria,** 12221 Bienvenue Rd., Rockville, 23146-1620. Tel: 804-749-4885; Email: info@visitationmontemaria.com; Web: www.visitationmontemaria.com. Mother Mary Paula Zemonienski, V.H.M., Supr. Novices 2; Visitation Sisters 9.

**VIRGINIA BEACH. Franciscan Sisters of St. Joseph,** 6112 Level Green Ct., Virginia Beach, 23464-4511. Tel: 757-420-1431; Email: mbogaevor@yahoo.com.

*Sisters Servants of I.H.M.,* St. Gregory the Great, 6349 Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-497-7517; Fax: 757-497-7005; Email: smaryihm@stgregory.pvt.k12.va.us; Email: stgregsihms@aol.com Convent. Sr. Mary Catherine Chapman, I.H.M., Ed.D., Supr./Prin.

**WILLIAMSBURG. Sisters of Mercy,** Walsingham Academy, 1100 Jamestown Rd., P.O. Box 8702, Williamsburg, 23187-8702. Tel: 757-229-2642 (Lower School); Tel: 757-229-6026 (Upper School); Tel: 757-220-8735 (Convent); Fax: 757-259-1401; Web: www.walsingham.org. Sisters Mary Jeanne Oesterle, R.S.M., Pres.; Rose Morris, R.S.M., Volunteer. Sisters 2.

**[K] RETREAT HOUSES**

**ABINGDON. Jubilee House Retreat Center,** 822 E. Main St., Abingdon, 24210-4415. Tel: 276-619-0919; Fax: 276-619-0919; Email: info@jubileeretreat.org; Web: www.jubileeretreat.org.

**MONTPELIER. Shalom House,** P.O. Box 196, Montpelier, 23192. Tel: 804-883-6149; Fax: 804-883-5298. Mary E. Alexander, Dir.

**ROANOKE. Madonna House,** 828 Campbell Ave., S.W., Roanoke, 24016. Tel: 540-343-8464; Email: mhrke79@gmail.com; Web: www.madonnahouse.org. Ms. Marie McLaughlin, Dir.

**[L] CAMPUS MINISTRY**

**RICHMOND. Catholic Campus Ministry, Virginia Commonwealth University,** 800 Cathedral Pl., 23220.

**ASHLAND. Catholic Campus Ministry, Randolph Macon College,** 105 S. Snead St., Ashland, 23005.

**BLACKSBURG. Virginia Tech, Newman Community,** 203 Otey St., Blacksburg, 24060. Tel: 540-951-0032.

**CHARLOTTESVILLE. Catholic Campus Ministry, University of Virginia,** 401 Alderman Rd., Charlottesville, 22903.

**FARMVILLE. Catholic Campus Ministry, Hampden-Sydney & Longwood Univ.,** 114 Midtown Ave., Farmville, 23901.

**HARRISONBURG. Catholic Campus Ministry, James Madison University,** 1052 S. Main St., Harrisonburg, 22801.

**LEXINGTON. Catholic Campus Ministry, Washington & Lee Univ. & VMI,** P.O. Box 725, Lexington, 24450.

**LYNCHBURG. Catholic Campus Ministry, Lynchburg College,** 710 Clay St., Lynchburg, 24504.

**NEWPORT NEWS. Catholic Campus Ministry, Christopher Newport University,** 100 Harpersville Rd., Newport News, 23601.

NORFOLK. *Catholic Campus Ministry, Norfolk State University*, 1000 Holt St., Norfolk, 23504.  
*Catholic Campus Ministry, Old Dominion University*, 1806 W. 49th St., Norfolk, 23508. Mrs. Marissa O'Neil, Dir.; Rev. George Prado, Chap.  
 NORTON. *Catholic Campus Ministry, University of Virginia at Wise*, 1009 Virginia Ave., N.W., Norton, 24273.  
 RADFORD. *Catholic Campus Ministry, Radford University*, 1024A Clement St., Radford, 24141.  
 SALEM. *Catholic Campus Ministry, Roanoke College*, 221 College Ln., Salem, 24163.  
 WILLIAMSBURG. *Catholic Campus Ministry, College of William & Mary*, 10 Harrison Ave., Williamsburg, 23185.

## [M] MISCELLANEOUS

RICHMOND. *The Catholic Community Foundation of the Diocese of Richmond*, 7800 Carousel Ln., 23294. Tel: 804-359-5661; Email: mkeightley@richmondciocese.org; Web: www.richmondatholicroad.org. Mrs. Keightley Keightley, Exec.  
*St. Francis Home of Richmond Foundation, Ltd.*, 65 W. Clopton St., 23225. Tel: 804-231-1943; Fax: 804-231-1065. Bruce M. Slough, Exec. Dir. Provides grants to subsidize cost of care for aged, infirm and disabled residents of limited means.  
*Shroud of Turin Center*, 12829 River Rd., 23238. Tel: 804-977-4820; Email: bryan1106@comcast.net; Email: Shroud\_Center@comcast.net. Bryan Walsh, Dir. Provides educational services and conducts historical research into the Shroud of Turin.  
 CHARLOTTESVILLE. *Saint Anselm Institute for Catholic Thought* (2001) P.O. Box 6432, Charlottesville, 22906-6432. Tel: 434-924-6993; Fax: 434-924-3389; Email: info@stanselmstitute.org; Web: www.stanselmstitute.org. Charles A. Kromkowski.  
 ROANOKE. *Catholic Historical Museum of the Roanoke Valley* (Museum & Religious Goods) 501A Marshall Ave., S.W., Roanoke, 24016-3627. Tel: 540-556-7240; Tel: 540-397-4028; Email: chmrv1@gmail.com; Web: https://www.facebook.com/pg/Catholic-Historical-Museum-of-the-Roanoke-Valley-1494399960650995/community/?ref=page\_internal. Karl Kleinhenz, Pres.; Cheri Hughes, Exec. Dir.  
 VIRGINIA BEACH. *Catholic Charities of Eastern Virginia Foundation*, 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-456-2366; Fax: 757-456-2367; Web: www.cceva.org. Christopher Tan, CEO.

\**Missioners of Christ*, 5880 Oak Terrace Dr., Virginia Beach, 23464.  
*San Lorenzo Spiritual Center*, P.O. Box 64458, Virginia Beach, 23467-4458. Tel: 757-471-8949; Fax: 757-471-3114.

## RELIGIOUS INSTITUTES OF MEN REPRESENTED IN THE DIOCESE

For further details refer to the corresponding bracketed number in the Religious Institutes of Men or Women section.

[0200]—*Benedictine Monks* (Latrobe, PA)—O.S.B.  
 [1350]—*Brothers of St. Francis Xavier*—C.F.X.  
 [0690]—*Jesuits Fathers and Brothers*—S.J.  
 [0430]—*Order of Preachers (Dominicans)* (Province of St. Joseph)—O.P.

## RELIGIOUS INSTITUTES OF WOMEN REPRESENTED IN THE DIOCESE

[0230]—*Benedictine Sisters of Pontifical Jurisdiction*—O.S.B.  
 [1810]—*Bernardine Sisters of the Third Order of St. Francis*—O.S.F.  
 [0670]—*Cistercian Nuns of the Strict Observance*—O.C.S.O.  
 [0690]—*Comboni Missionary Sisters*—C.M.S.  
 [0270]—*Congregation of Bon Secours*—C.B.S.  
 [1070-09]—*Congregation of St. Catherine of Siena, Racine*—O.P.  
 [1070-07]—*Congregation of St. Cecelia, Nashville*—O.P.  
 [1070-13]—*Congregation of the Most Holy Rosary, Adrian*—O.P.  
 [0760]—*Daughters of Charity of St. Vincent de Paul*—D.C.  
 [0820]—*Daughters of the Holy Spirit*—D.H.S.  
 [0960]—*Daughters of Wisdom*—D.W.  
 [1180]—*The Franciscan Sisters*—O.S.F.  
 [1840]—*Grey Nuns of the Sacred Heart*—G.N.S.H.  
 [2575]—*Institute of the Sisters of Mercy of the Americas*—R.S.M.  
 [2340]—*Little Sisters of the Poor*—L.S.P.  
 [2490]—*Medical Mission Sisters*—S.C.M.M.  
 [2490]—*Medical Mission Sisters*—M.M.S.  
 [2480]—*Medical Missionaries of Mary*—M.M.M.  
 [3760]—*Order of St. Clare*—P.C.C.  
 [3640]—*Poor Servants of the Mother of God*—S.M.G.  
 [3465]—*Religious of the Sacred Heart of Mary* (Eastern American Prov.)—R.S.H.M.  
 [2970]—*School Sisters of Notre Dame*—S.S.N.D.  
 [1070-03]—*Sinsinawa Dominican Congregation of the Most Holy Rosary*—O.P.  
 []—*Sisters for Christian Community*—S.F.C.C.  
 [0500]—*Sisters of Charity of Nazareth*—S.C.N.

[0990]—*Sisters of Divine Providence* (Our Lady of Divine Providence Prov.)—C.D.P.  
 [2990]—*Sisters of Notre Dame*—S.N.D.  
 [1530]—*Sisters of St. Francis of the Congregation of Our Lady of Lourdes, Sylvania, Ohio*—O.S.F.  
 [3840]—*Sisters of St. Joseph of Carondelet*—C.S.J.  
 [2980]—*Sisters of the Congregation of Notre Dame*—C.N.D.  
 [1990]—*Sisters of the Holy Names of Jesus and Mary*—S.N.J.M.  
 [2170]—*Sisters, Servants of the Immaculate Heart of Mary* (Immaculata, PA)—I.H.M.  
 [4190]—*Ursuline Sisters of the Congregation of Tildonk, Belgium*—O.S.U.  
 [4190]—*Visitation Nuns*—V.H.M.

## DIOCESAN CEMETERIES

RICHMOND. *Holy Cross Cemetery*, 1628 Matthews St., 23222. Tel: 804-321-5936  
*Mount Calvary*, 1400 S. Randolph St., 23220. Tel: 804-365-5271; Fax: 804-365-5277; Email: jim.glass@mcvalvary.com. Mr. Jim Glass, Business Mgr. Total Plots 30,000; Plots Available 5,000  
 LYNCHBURG. *Holy Cross*, 710 Clay St., Lynchburg, 24504. Tel: 434-846-5245; Fax: 434-846-7022  
 NORFOLK. *St. Mary's Catholic Cemetery*, 3000 Church St., Norfolk, 23504. Tel: 757-627-2874; Fax: 757-627-0369  
 PORTSMOUTH. *All Saints Catholic Cemetery* (formerly *St. Paul's Cemetery*), P.O. Box 155, Portsmouth, 23706. Tel: 757-483-6201  
 ROANOKE. *St. Andrew's Diocesan Cemetery*, 3601 Salem Tpke., N.W., Roanoke, 24017. Tel: 540-595-7173; Fax: 540-342-9180; Email: standrewscemetery@gmail.com  
 SOUTH PRINCE GEORGE. *Sacred Heart Cemetery Corporation*, 9300 Community Ln., South Prince George, 23805. Tel: 804-732-6385; Email: dhanzlik87@gmail.com. Rev. Christopher Martin Hess, Pres.; Mr. David Hanzlik, Dir.; Mr. Michael Hanzlik, Dir.; Mr. Lewis Hanzlik, Dir.; Mr. Thomas McCormick, Dir. Total Plots 680; Plots Available 94

## NECROLOGY

† DiLorenzo, Francis X., Bishop of Richmond, Died Aug. 17, 2017  
 † Cervantes, Leo, (Retired), Died Nov. 27, 2016  
 † Kauffmann, James, Died Jun. 19, 2017  
 † Nott, David L., Died Apr. 16, 2017  
 † Thuy, Pham Quang, (Retired), Died Oct. 18, 2017

An asterisk (\*) denotes an organization that has established tax-exempt status directly with the IRS and is not covered by the USCCB Group Ruling.

J

# Relocation Plan

(MANDATORY, if tenants are displaced)

This deal does not require  
information behind this tab.

K

Documentation of  
Development Location

**K.1**

Revitalization Area  
Certification

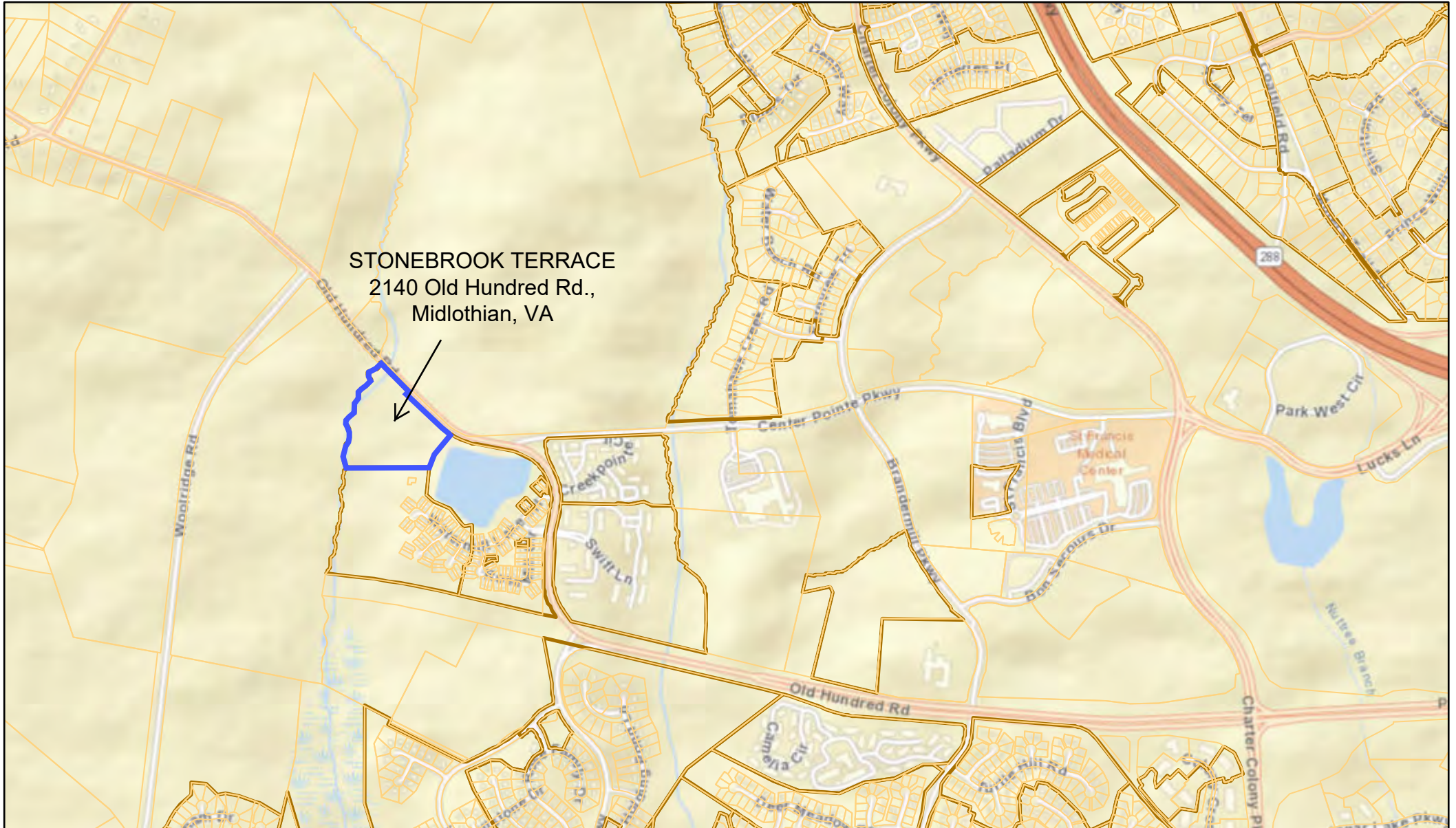
This deal does not require  
information behind this tab.

K.2

Location Map

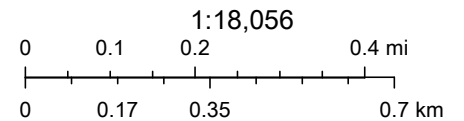


# Chesterfield County, Virginia

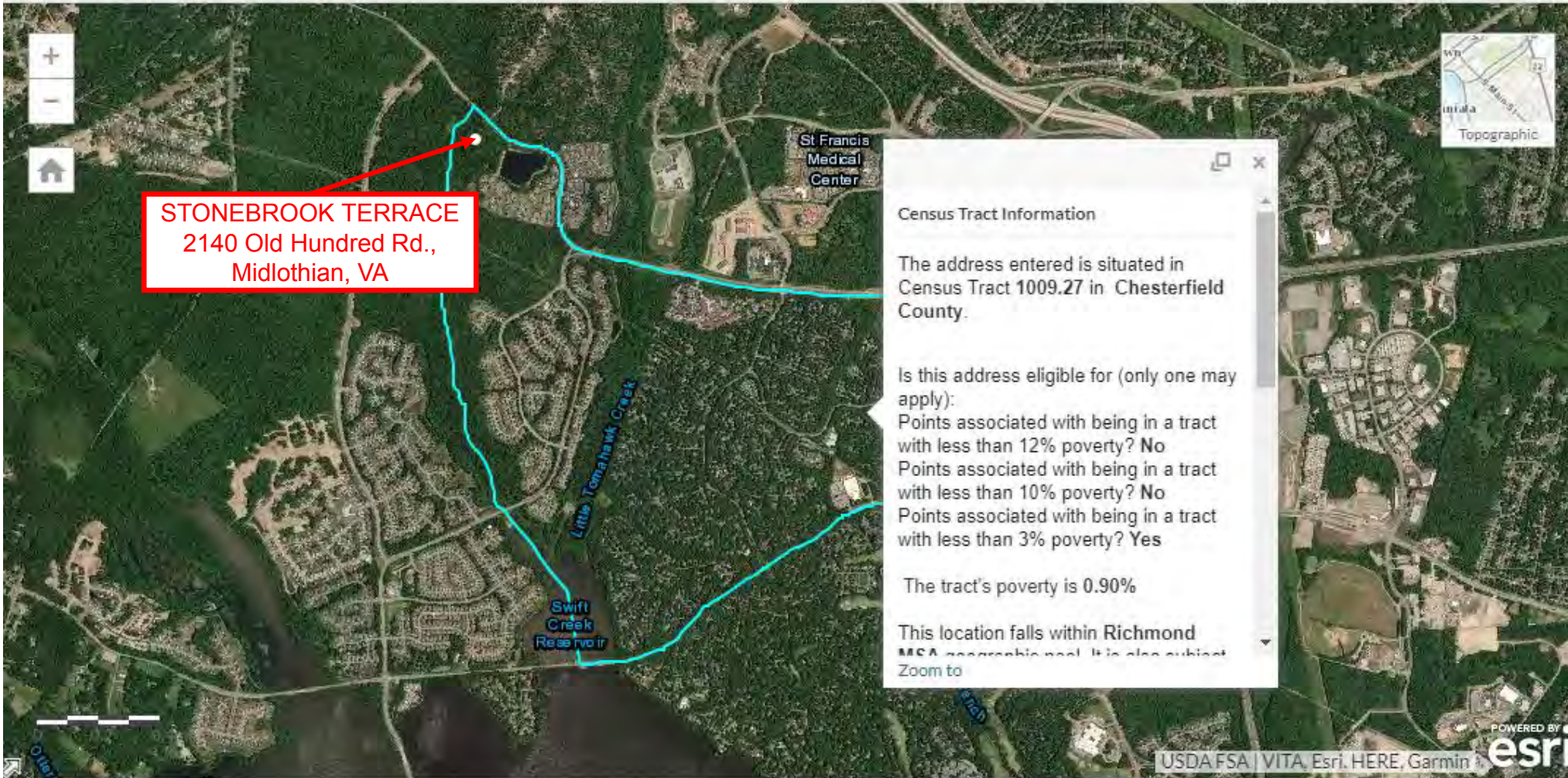


3/6/2020, 10:25:15 AM

- Parcels
- Subdivisions
- Municipal Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



**STONEBROOK TERRACE**  
2140 Old Hundred Rd.,  
Midlothian, VA

Census Tract Information

The address entered is situated in Census Tract 1009.27 in Chesterfield County.

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? **Yes**

The tract's poverty is 0.90%

This location falls within Richmond MCA geographic need. It is also subject to...

Zoom to



K.3

Surveyor's Certification of  
Proximity to Public  
Transportation

This deal does not require  
information behind this tab.



L

PHA/Section 8 Notification  
Letter



## PHA or Section 8 Notification Letter

Development Name: Stonebrook Terrace

Tracking #: 2020-C-37

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

### General Instructions

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

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

# PHA or Section 8 Notification Letter

**DATE:** 3/10/20

**TO:** Damon E. Duncon, CEO, RRHA  
901 Chamberlayne Pkwy.  
Richmond, VA 23220

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Stonebrook Terrace  
Name of Owner: Stonebrook Terrace, 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 January 1, 2022 (date).

The following is a brief description of the proposed development:

Development Address:  
2140 Old Hundred Rd., Midlothian, Virginia 23114

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>64</u>	# units	<u>1</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u>        </u>	# units	<u>        </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u>        </u>	# units	<u>        </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u>        </u>	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>714-\$1,038</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>857-\$1,245</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>989-\$1,530</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u>        </u>	/ month

Other Descriptive Information:

Stonebrook Terrace will leverage income averaging and a minimum of 50% of the units will serve households earning less than or equal to 50% of the area median income. Seven units will receive project based rental assistance and serve households earning at or below 30% of the area median income. Amenities will include a on-site management, a two-story community

# PHA or Section 8 Notification Letter

room, a large fitness center, shared laundry facilities, and 129 on-site parking spaces.

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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  
( ) - . (202) 744-1479

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

Sincerely yours,

*Stacy Kaplowitz*

Stacy Kaplowitz

Name

Vice President - Development, KCG Development, LLC

Title

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

Seen and Acknowledged By: 

Printed Name: DAMON E. DUNCAN

Title: CEO

Phone: 804 782-4000

Date: 3/11/2020



#1 of 1

PLEASE SAVE FOR YOUR RECORDS

SHIP DATE:  
TUES 10 MAR 2020

SHIPMENT INFORMATION:  
UPS NEXT DAY AIR COM  
0 lb 2.6 oz actual wt  
LTR Billed Weight  
CARRIER LETTER  
SIG REQ (W/DELU CONFIRM)  
E-MAIL NOTIFICATION: SHIP, DELIVER

EXPECTED DELIVERY DATE:  
WED 11 MAR 2020 10:30 AM  
SHIP FROM:  
STACY KAPLOWITZ  
719 BEALL AVE  
ROCKVILLE MD 20852  
(202) 744-1479

TRACKING NUMBER: 1ZR03BR32406313552  
SHIPMENT ID: MM0QZZGMBZF4  
SHIP REF 1: - -  
SHIP REF 2: - -

SHIP TO:  
RICHMOND REDEVELOPMENT HOUSING AUTH  
ATTN: MR. DAMON E. DUNCON  
901 CHAMBERLAYNE PKWY  
RICHMOND VA 23220-2309  
BUSINESS

DESCRIPTION OF GOODS:  
LEGAL DOCUMENTS

SHIPMENT CHARGES:  
NEXT DAY AIR COM 24.55  
SERVICE OPTIONS 5.25  
FUEL SURCHARGE 1.86  
CMS PROCESSING FEE 0.22

SHIPPED THROUGH:  
THE UPS STORE #0117  
ROCKVILLE, MD 20850  
(301) 294-8593

TOTAL \$31.88

COMPLETE ONLINE TRACKING: ENTER THIS ADDRESS IN YOUR WEB BROWSER TO TRACK:  
[HTTP://THEUPSSTORE.COM](http://THEUPSSTORE.COM) (SELECT TRACKING, ENTER SHIPMENT ID #) SHIPMENT  
QUESTIONS? CONTACT SHIPPED THROUGH ABOVE.

CUSTOMER ACKNOWLEDGEMENT: I ACKNOWLEDGE AND ACCEPT TERMS & CONDITIONS IN FOR E  
FOR TRANSPORTATION EQUIPMENT THROUGH THIS LOCATION AND CERTIFY THAT ADDRESS, CONT NTS  
AND VALUES PROVIDED FOR THIS SHIPMENT ARE ACCURATE IN ALL RESPECTS.

Signature:

SHIPMENT ID: MM0QZZGMBZF4



Powered by (ShipIt)  
03/10/2020 10:30 AM Pacific Time

The UPS Store



### Your Tracking Information

English (US) ▼

**Status:** DELIVERED  
**Delivered To:** RICHMOND, VA US  
**Delivery Date:** Wed 11 Mar 2020  
**Delivery Location:** Front Desk  
**Signed By:** JONES  
**Carrier:** UPS  
**Service:** Next Day Air  
**UPS Tracking Number:** 1ZR038R32406313552

#### Scan History:

Wed 11 Mar 2020	9:13 AM	Delivered RICHMOND VA US
	7:02 AM	Out For Delivery Today Richmond VA US
	6:28 AM	Destination Scan Richmond VA US
	3:43 AM	Arrival Scan Richmond VA US
	3:29 AM	Departure Scan Richmond VA US
	12:21 AM	Arrival Scan Richmond VA US
Tue 10 Mar 2020	10:00 PM	Departure Scan Gaithersburg MD US
	7:43 PM	Origin Scan Gaithersburg MD US
	6:50 PM	Order Processed: Ready for UPS US

NOTE: The times listed in the scan details are local time.

Done

### Track Another Package

Carrier Tracking Number / iShip ID:



Tracking provided for



[Learn More](#)   [Having trouble? Click here for help.](#)   [iShip, Inc. Privacy Notice](#)

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M

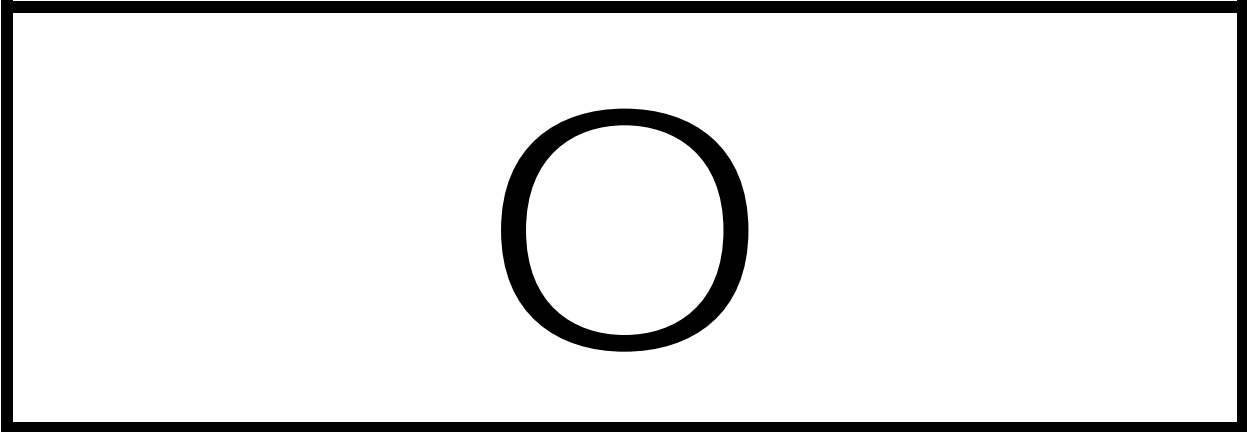
Locality CEO Response  
Letter

This deal does not require  
information behind this tab.

**N**

Homeownership Plan

This deal does not require  
information behind this tab.



O

Plan of Development  
Certification Letter

This deal does not require  
information behind this tab.



P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements

## VHDA Experienced LIHTC Developers

### Notes:

Updated:

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

**Board of Commissioners**  
Veronica G. Blount, Chairman

Neil S. Kessler  
Marilyn B. Olds  
Elliott M. Harrigan  
Samuel S. Young, Jr.  
Jonathan Coleman  
Robley S. Jones  
Robert J. Adams



Richmond **Redevelopment  
& Housing** Authority

March 4, 2020

**Chief Executive Officer**  
Damon E. Duncan  
901 Chamberlayne Parkway  
P.O. Box 26887  
Richmond, VA 23261-6887  
804-780-4200  
Fax 804-780-8712  
TTY: Dial 7-1-1  
[www.rrha.com](http://www.rrha.com)

**R.J. Pasquesi, President**  
**KCG Development, LLC**  
**9333 N. Meridian St., Ste. 230**  
**Indianapolis, IN 46260**  
[rij.pasquesi@kcgcompanies.com](mailto:rij.pasquesi@kcgcompanies.com)

Dear Mr. Pasquesi:

Thank you for responding to Richmond Redevelopment and Housing Authority's Request for Proposal No. RRHA-RFP-2020-01 for Project Based Vouchers (PBVs) issued on **January 10, 2020**. In response to your proposal, I am pleased to inform you that you have been awarded **7** PBVs for **Stonebrook Terrace** located at **2140 Old Hundred Rd., Midlothian VA 23114**. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 4, 2020 - September 3, 2022 (30 months) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through VHDA, then this commitment is contingent upon the receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2020.

Again, congratulations on receiving this commitment. We look forward to working with you.

Sincerely,

Arthur J. Walker, CPPO  
Director of Procurement and Contract Administration

cc/ file

R

Documentation of  
Operating Budget



March 3, 2020

Erica Meissner  
 KCG Development, LLC  
 9333 North Meridian St, Suite 230  
 Indianapolis, IN 46260  
 erica.meissner@kcgcompanies.com

RE: Preliminary Utility Allowance for Stonebrook Terrace

Dear Mr. Meissner,

Please see the following Preliminary Utility Allowance (UA) for Stonebrook Terrace located in Midlothian, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	Chesterfield County	Trash:	N/A
Sewer:	Chesterfield County		

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 hesitate to contact me.

EARTH CRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 14	\$ 16	\$ 19	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 6	\$ 8	\$ 9	N/A
Cooking	Electric	Tenant	N/A	\$ 5	\$ 7	\$ 8	N/A
Lighting	Electric	Tenant	N/A	\$ 22	\$ 26	\$ 31	N/A
Hot Water	Electric	Tenant	N/A	\$ 13	\$ 15	\$ 18	N/A
Water	-	Tenant	N/A	\$ 16	\$ 19	\$ 22	N/A
Sewer	-	Tenant	N/A	\$ 20	\$ 24	\$ 27	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
<b>Total UA for costs paid by tenant</b>			<b>N/A</b>	<b>\$ 96</b>	<b>\$ 115</b>	<b>\$ 134</b>	<b>N/A</b>

*\*Allowances only for Stonebrook Terrace 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,

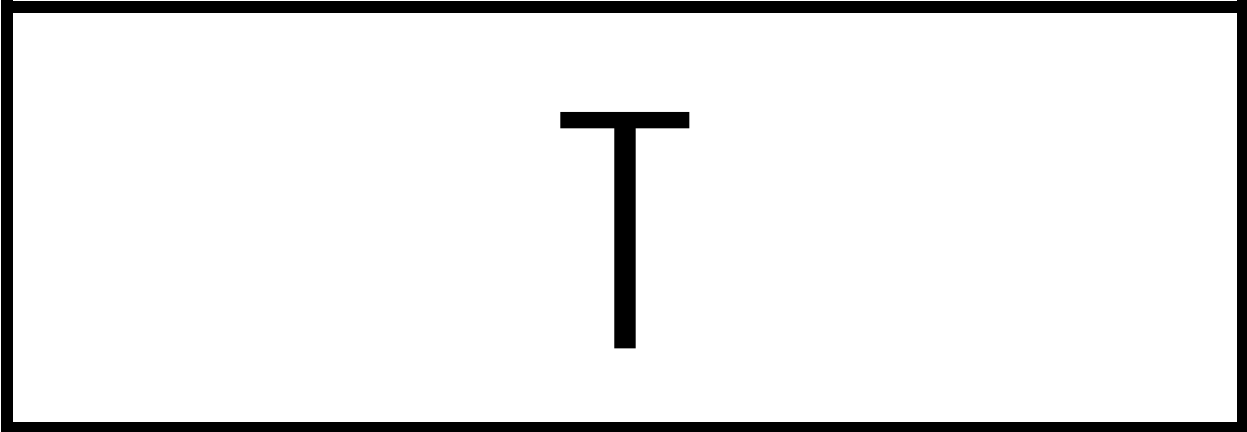
Rob McRaney  
 Business Relations Manager

S

Supportive Housing  
Certification

This deal does not require  
information behind this tab.





T

Funding Documentation



**Chesterfield County, Virginia**  
**Utilities Department**

P.O. Box 608 – Chesterfield, VA 23832-0009  
Phone: (804) 748-1291 – Fax: (804) 751-4607 – Internet: chesterfield.gov

**GEORGE B. HAYES, P.E.**  
**Director**

March 12, 2020

Stonebrook Terrace, LP  
C/O KCG Development  
11555 N. Meridian Street  
Suite 400  
Carmel, IN 46032

Re: Preliminary Utility Refund Analysis for Proposed Development 2140 Old Hundred Road

To Whom It May Concern:

I am writing this letter to confirm that the proposed 64-unit apartment development to be located at 2140 Old Hundred Road, Midlothian, VA will qualify to receive oversizing refunds for water and wastewater extensions required to serve this development. Refunds are determined using the Chesterfield County Utilities Department set price reimbursement schedule and have been preliminarily determined for this project based on the estimated distances from the existing utility lines to the proposed development site as scaled from our GIS system. These preliminary refunds have been calculated as:

Oversized Water Refunds .....	<b>\$148,135.00</b>
Oversized Wastewater Refunds .....	\$274,380.00

Typically, all refunds would be paid through connection fees. Based on the current connection fees, the water oversizing refunds would be completely refunded with 31 apartment water connection fees paid and the wastewater oversizing refunds would be completely refunded with 60 apartment wastewater connection fees paid. Current connection fees are valid through June 30, 2020 and are subject to increases at the beginning of the new fiscal year.

Please feel free to call me at 751-4778 if you have any additional questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads "Rachael Lumpkin".

Rachael A. Lumpkin, P.E.  
Engineering Supervisor



March 10, 2020

KCG Development, LLC  
9333 n. Meridian Street, Suite 230  
Indianapolis, IN 46260  
Attention: RJ Pasquesi

**Re: Stonebrook Terrace, a 64-unit affordable housing development to be located at Old Hundred Road, Midlothian, Chesterfield County, Virginia, operated by KCG Stonebrook Terrace L.P., a Virginia limited partnership (the "Partnership"), in compliance with Section 42 of the Internal Revenue Code of 1986 ("IRC").**

Dear Mr. Pasquesi:

We are pleased to advise you that subject to further due diligence, we have approved an equity investment in KCG Stonebrook Terrace, L.P., a Texas limited partnership, which will own and operate a 64-unit affordable housing development. This agreement is contingent upon Alliant obtaining an investor to purchase the tax credits. This commitment is made subject to compliance with the financial information and projections provided to us in support of your request, and under the following terms and conditions:

Investment Entity: KCG Stonebrook Terrace, L.P., a Virginia Limited Partnership (the "Partnership"), with KCG Stonebrook Terrace GP, LLC as General Partner with a .01 % ownership interest in the Partnership, and Alliant Capital, Ltd. or its designated affiliate, as Limited Partner with a 99.99% ownership interest in the Partnership.

Tax Credits Available: \$9,150,000 (projected annual Federal LIHTCs)

Net Credit Price to Partnership: \$0.920

Net Capital Contribution: \$8,417,163 Federal LIHTC Equity

Equity Proceeds Pay-In Schedule: Based on the terms of this letter agreement and the information, projections, and assumptions you have provided to us, equity contributions will be made to the Partnership by the Limited Partner at the times and in the amounts set forth below:

1. \$1,262,574 (15%) will be funded at (a) the Limited Partner's admission into the Partnership, (b) closing and initial funding of all of the construction financing for the Project, (c) receipt of the commitments for all of the permanent financing, and (d) receipt of the LIHTC allocation;

such funds shall be used to fund hard and soft development costs. \$50,000 of this installment will be held back by the Limited Partner to pay for its syndication and entity formation expenses.

2. \$2,104,291 (25%) will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payment set forth in paragraph (1), and (b) 100% construction completion as certified by project architect; such funds shall be used to fund hard and soft development costs.
3. \$4,718,310 (56.06%) will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payments set forth in paragraphs (1) and (2), (b) 100% construction completion as certified by project architect, the issuance of temporary or final Municipal or County Occupancy Certificates, (c) receipt of the certification of qualified expenditures by an independent certified public accountant, (d) 90% qualified occupancy for three consecutive months ("Stabilized Operations"), such funds shall be used to fund initial operating deficit reserves and any remaining hard and soft development costs, (e) the issuance of all Treasury Forms 8609, and (f) receipt of the federal income tax return and K-1s for the Partnership.
4. \$331,988 (3.94%) will be funded upon the later to occur of: (a) satisfaction of all conditions precedent to the payments set forth in paragraphs (1), (2) and (3), and (b) no later than October 1, 2026.

**Obligations of the General Partner and Guarantor(s):**

Operating Deficit Guaranty: The General Partner and Guarantors will guarantee and agree to loan to the Partnership sufficient funds for a period of 60 months following the date stabilized operations is achieved (the "Operating Deficit Guarantee Period"), to fund operating deficits.

Development Completion Guaranty: The General Partner and Guarantors will guarantee completion of construction of the Project substantially in accordance with plans and specifications approved by Alliant Capital, Ltd., including, without limitation, a guaranty: (i) to pay any amounts

needed in excess of the construction loan and other available proceeds to complete the improvements; and (ii) to pay operating deficits prior to the conclusion of Project construction.

Credit Adjusters: The General Partners will provide that, if in any year actual credits are less than Projected Credits, then Limited Partner shall be owed an amount necessary to preserve its anticipated return based on the Projected Credit.

The obligations of the General Partner shall be guaranteed by individuals and/or entities satisfactory to the Limited Partner (the "Guarantor").

Asset Management Fee (AMF): \$7,500 annually.

Cash Flow Split: Cash Flow to the Partnership shall be distributed as follows:

- a. To the Limited Partner, to make any tax credit adjuster payment not previously made;
- b. To the payment of any unpaid Development Fee, until such fee has been paid in full;
- c. To the payment of any debts owed to the Partners and/or their affiliates, until all such debts have been paid in full;
- d. To the payment of the AMF plus all accrued AMF unpaid from prior years; and
- e. The balance, 50% to the General Partner as an Incentive Property Management Fee and 50% to the partners in accordance with their ownership percentages.

All tax profits, losses, and credits from operations will be allocated 0.01% to the General Partner and 99.99% to the Limited Partner.

Residual Split: From Refinancing or Sale. Taxable profits and/or losses from a sale of the Property will be allocated among the Partners of the Partnership to adjust capital accounts as required by the Internal Revenue Code and in accordance with sale proceeds distributions.

Sale and Refinancing Proceeds will be distributed as follows:

- a. Payment in full of all Partnership debts except

- b. those due to Partners and/or their affiliates; To the Limited Partner, to make any tax credit adjuster payment not previously made;
- c. To the payment of any debts owed to Partners and/or their affiliates until all such debts have been paid in full, and General Partners capital contribution; and
- d. The balance, 50% to the General Partner and 50% to the Limited Partner.

Replacement Reserves: \$300/unit/year.

Financing Assumptions: Construction Loan: \$12,150,000 at 4.13%, 24-month term, interest only until maturity.

Permanent Loan: \$5,900,000 at 4.15% for a 35-year term and a 35-year amortization period.  
Permanent Loan:\$1,280,000 at 2.95%, 35-year term, interest only until maturity.

- Other Terms and Conditions:
- 1) The General Partner must have a firm commitment for a fixed-rate permanent first mortgage with terms, conditions and a Lender acceptable to the Limited Partner.
  - 2) Receipt, review, and approval of market study, environmental and geological reports, plans and specifications, contractor and such other conditions which are customary and reasonable for an equity investment of this nature and amount;
  - 3) The Capital Contributions are determined on the projected credits delivered to Alliant Capital, Ltd. based on the lease-up schedule provided to Alliant Capital by the General Partner. Any changes in the timing of construction and/or lease-up may impact the timing and amounts of Capital Contributions.

In recognition of the time and expense to be spent by Alliant in evaluating this transaction prior to closing, Stonebrook Terrace, LP, will deal exclusively with Alliant with respect to the transactions noted in this commitment letter until this commitment letter is terminated by either party. You hereby confirm that no other party presently has any right to acquire an interest in the Property or the Partnership.

Stonebrook Terrace  
Attention: RJ Pasquesi  
March 11, 2020  
Page 5

Please execute and promptly return to us a copy of this commitment letter. The terms herein shall expire 10 business days after the date of this letter if your signed copy has not been received by us.

Very truly yours,

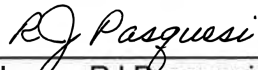
Alliant Capital Management.

By:   
\_\_\_\_\_  
Jennifer Erixon  
Senior Vice President

The foregoing is hereby agreed to and confirmed:

KCG Stonebrook Terrace, L.P.

By: KCG Stonebrook Terrace GP, LLC, its General Partner

By:   
\_\_\_\_\_  
Name: RJ Pasquesi  
Title: President

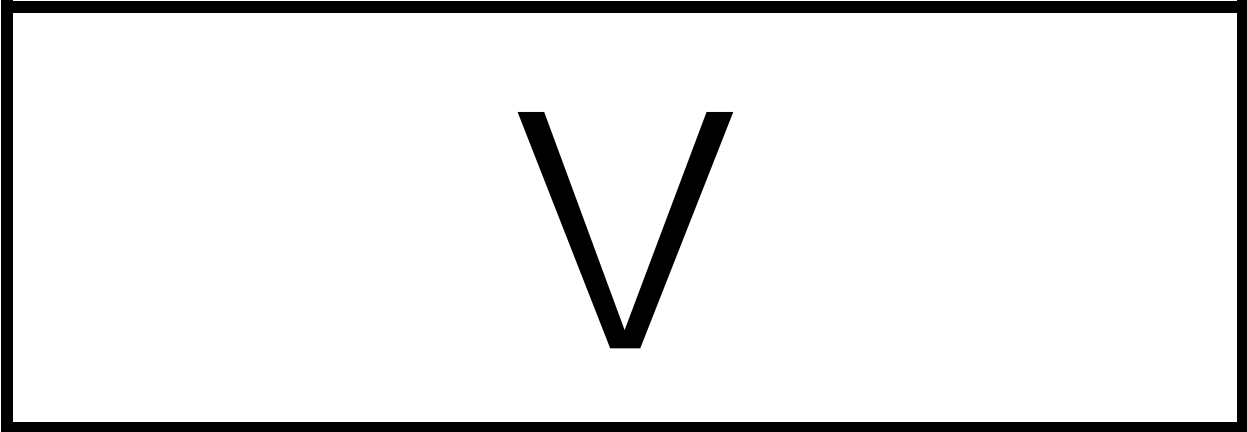
Date: March 11, 2020

U

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



This deal does not require  
information behind this tab.



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

## RIGHT OF FIRST REFUSAL AGREEMENT

This Agreement (“Agreement”) is made as of March 9, 2020, by and between Stonebrook Terrace, LP, a Virginia limited partnership (“Partnership”) and Commonwealth Catholic Charities, a Virginia non stock, nonprofit corporation (“Grantee”).

### RECITALS

- A. Grantee is the minority member of Stonebrook Terrace, LP, a Virginia limited partnership, which is governed by that certain Agreement of Limited Partnership dated of even date herewith to govern the operations of the Partnership (as amended, the “Owner Partnership Agreement”).
- B. The Partnership was formed for the purpose of directly or indirectly acquiring, owning or leasing, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a residential project called Stonebrook Terrace located in Midlothian, Virginia as further described in Exhibit A (the “Project”);
- C. The Partnership desires to give, grant, bargain, sell and convey to Grantee, or such other governmental or qualified Section 501(c)(3) organization as may be designed by the Grantee for the Refusal Right (defined below), certain rights to purchase the Project on the terms and subject to the conditions set forth herein.

Therefore the parties agree as follows:

### AGREEMENT

#### 1. Grant of Refusal Right.

1.1. Commencing on December 31 of the 15th year of the Compliance Period and for a period of twelve (12) months thereafter (“Refusal Right Period”), if the Partnership receives a bona fide offer to purchase the Project (“Offer”) and the Partnership agrees to accept such Offer pursuant to the Owner Partnership Agreement, then Grantee will have a right of first refusal to purchase the Project (“Refusal Right”) on the terms and conditions, and subject to the conditions precedent specified in this Agreement. Prior to accepting any Offer, the Partnership will deliver to Grantee a copy of the Offer (“Offer Notice”). The Partnership will not accept any Offer unless and until the Refusal Right has expired without exercise by Grantee.

1.2. The foregoing grant of the Refusal Right will be effective only if Grantee is a governmental entity or qualified nonprofit organization, as defined in Section 42(i)(7) of the Internal Revenue Code (“Code”) at the time it receives the Offer Notice and remains such as of (i) the date that the Refusal Right has been exercised and the resulting purchase and sale has closed, or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee (defined below). Any assignment and the corresponding grant of the Refusal Right permitted under Section 4 below will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee.

1.3. Refusal Right Purchase Price. The purchase price for the Project (“Purchase Price”) pursuant to the Refusal Right will be the sum of (i) the principal amount of outstanding indebtedness secured by the Project, (ii) all Federal, state and local taxes projected to be imposed on the partners or members of the Partnership in connection with such sale including federal income tax liability incurred as a result of the payment of purchase price, (iii) all other indebtedness of the Project or Partnership, including loans and unpaid fees from any of its partners and their members or such partners’ or members’ affiliates, and (iv) the amount

necessary to reimburse the general partner of the Partnership or its managing member for any special capital contributions made to the Partnership to repay indebtedness of the Partnership when taking into account the how the net proceeds are distributed in a capital transaction under the Operating Agreement.

2. Exercise of Refusal Right. The Refusal Right may be exercised by Grantee during the thirty (30) day period following its receipt of the Offer Notice by giving the Partnership written notice of its intent to exercise the Refusal Right (the "Exercise Notice"). The Exercise Notice will specify a date for delivery of the deed for the Project which is no more than sixty (60) days after the Grantee's delivery of the Exercise Notice. Subject to the prior consent of the relevant lenders and the release of any related guaranty or indemnities, Grantee may pay all or a portion of the Purchase Price by assuming the existing indebtedness of the Partnership.

3. Assignment. Grantee may assign its Refusal Rights to an organization described in Section 42(i)(7)(A) of the Code ("Permitted Assignee"), provided that (i) prior to any such assignment, Grantee gives written notice thereof to the Partnership and the Managing Member and its members and is consented to by the Managing Member, and (ii) the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of the obligations under this Agreement and delivers a copy of such agreement to the Partnership and the Managing Member. Upon any permitted assignment hereunder, references in this Agreement to Grantee will mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. Except as specifically permitted herein, Grantee's rights hereunder will not be assignable, and any purported assignment will be null and void.

#### 4. Conditions Precedent.

4.1. Notwithstanding anything in this Agreement to the contrary, the initial and continuing effectiveness of each of this Agreement and the Refusal Right is expressly conditioned upon Grantor first acquiring and thereafter continuing to own, at its sole and absolute discretion, a fee interest in the Project.

4.2. The Refusal Right granted hereunder is further contingent on the Grantee having remained in good standing under the Owner Partnership Agreement, without the occurrence of any event of material default as described in the Governing Documents, after giving effect to the curative provisions applicable thereto. If any or all of such conditions precedent have not been met, the Refusal Right shall not be exercisable. Upon any of the events under the Owner Partnership Agreement terminating the Refusal Right, the Refusal Right shall be void and of no further force and effect.

5. Miscellaneous. This Agreement will be governed by, construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Virginia. This Agreement may be executed in separate counterparts, each of which when taken together will constitute a single agreement.

6. Covenants to Run with the Land. The covenants and agreements set forth herein will be revised as required so that they may be recorded against and run with the land. The covenants and agreements set forth herein will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.

7. Subordination. This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Property and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

8. Headings. This Agreement's headings are for convenience of reference and are not intended to qualify

the meaning of any provision or covenant herein.

9. Recitals. The Recitals to this Agreement are hereby incorporated by this reference and made part of this Agreement.

*(signature page follows)*

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

**GRANTOR**

STONEBROOK TERRACE, LP  
a Virginia limited partnership

By: Stonebrook Terrace GP, LLC  
a Virginia limited liability company  
its general partner

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

By:   
\_\_\_\_\_ R.J. Pasquesi, President

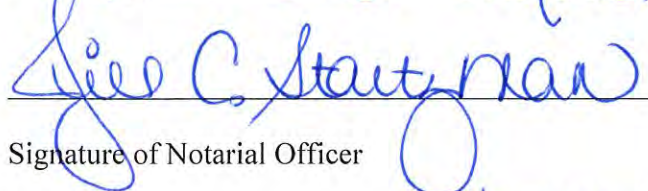
NOTARY ACKNOWLEDGEMENT

State of Indiana

County of Marion

The foregoing instrument was acknowledged before me this 11 day of Mar.

2020 by Robert J. Pasquesi (name of person acknowledged).

  
\_\_\_\_\_  
Signature of Notarial Officer

Notary Registration Number: NP0718671

My Commission Expires: 02/18/2027

(Seal)



**GRANTEE**

COMMONWEALTH CATHOLIC CHARITIES  
a Virginia nonstock nonprofit corporation

By:   
Jay Brown, Executive Director

NOTARY ACKNOWLEDGEMENT

State of Virginia  
County of Henrico

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March  
2020, by Jay Brown (name of person acknowledged).



Signature of Notarial Officer

Notary Registration Number: 7384571

My Commission Expires: 04/30/2023

(Seal)



Exhibit A  
Legal Description

All of those lots or parcels of land located in Chesterfield County, Virginia, and more particularly described as follows:

ALL that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereunto belonging, lying and being in Clover Hill District, Chesterfield County, Virginia, designated as Parcel C, containing 12.9 acres, more or less, as shown on plat of survey prepared by Timmons, dated November 11, 1996, entitled "Plat of Six Parcels of Land Lying on Both Sides of Old Hundred Road Totaling +/- 116.2 Acres", a copy of which plat is recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 94 Page 33, and to which reference is made for a more particular description.



W

Internet Safety Plan and  
Resident Information  
Form

(if internet amenities selected)

## **Stonebrook Terrace**

### **Internet Security Plan**

The internet service at Stonebrook Terrace will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, tenants will be provided with the attached security and safety information and guidelines. Tenants will then be asked to sign the attached Internet Guidelines Acknowledgement confirming that they are educated in the internet safety and security guidelines.

# Stonebrook Terrace

## Internet Guidelines Acknowledgement

I \_\_\_\_\_, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in Stonebrook Terrace's Internet Guidelines Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided in Stonebrook Terrace common areas.

I understand that the Internet Guideline Manual and handbook contains information that will assist me and my guests in the proper use of the internet made available by Stonebrook Terrace. I also understand that I will be held accountable for my behavior, as well as for my guests' behavior, and me be subject to legal and/or financial consequences related to any misuses as outlined in the Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to, and understand the terms of all items contained in Stonebrook Terrace's Internet Guideline Manual.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



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

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

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

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

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

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



Think before you click



Do you know who sent that email?



# Passwords

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

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

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



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

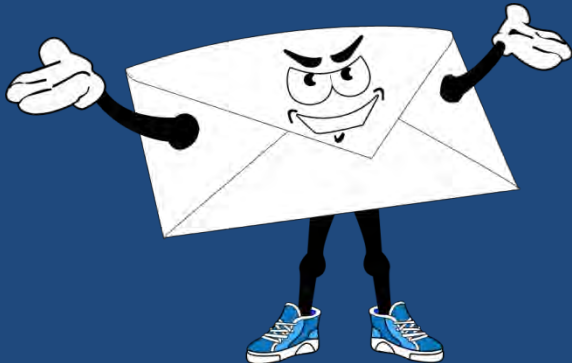
# Spam



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

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

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



How do you know it is spam?

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





# Malware



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

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

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

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



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

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

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

# Adware

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

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

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

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



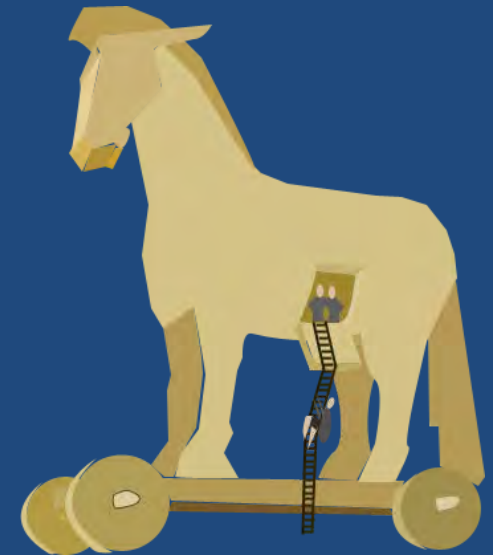
# Trojan Horse

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

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

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

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

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

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

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





# Virus

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

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

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

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

<https://www.microsoft.com/security/pc-security/virus-what-is.aspx>

# Social Media



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

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

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

# Geotagging



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

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

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

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

<http://www.nytimes.com/2010/08/13/technology/personaltech>





# Be Careful of What You Say!



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

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

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

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



# Be Careful of What You Say!



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

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

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

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

# Stranger Danger Online



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

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

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

# How to Protect Yourself in Online Chats

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





# Cyberbullying

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



# Consequences of Cyberbullying

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

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

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

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

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

# Consequences of Cyberbullying

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

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)

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





# The Effects of Cyberbullying

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





# Dealing with Cyberbullying

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



# About Sexting



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

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

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

22% of teen girls

18% of teen boys

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

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

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



# About Sexting



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

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

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

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

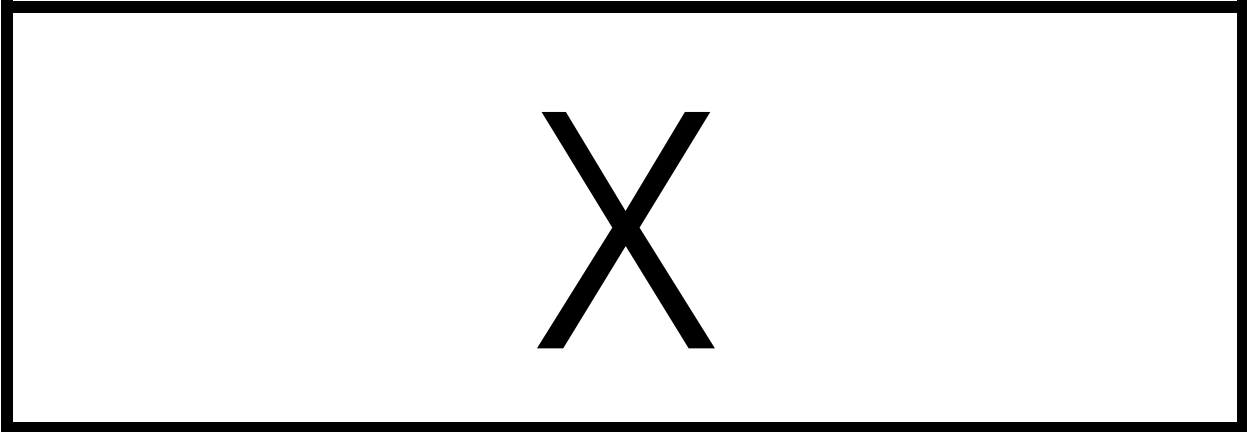
**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

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



Information Provided By:  
Office of the Attorney  
General  
202 North Ninth Street  
Richmond, Virginia 23219  
(804) 786-2071  
[www.ag.virginia.gov](http://www.ag.virginia.gov)



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# Marketing Plan

For units meeting accessibility requirements of HUD section

504

# **Stonebrook Terrace Apartments**

## **Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act**

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Stonebrook Terrace Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Stonebrook Terrace Apartments. TBD MANAGEMENT, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, TBD MANAGEMENT will be responsible for the development and management of community and resident services program.

### **I. Affirmative Marketing**

TBD MANAGEMENT is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. TBD MANAGEMENT, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of TBD MANAGEMENT.

### **II. Marketing Outreach**

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

#### **1. Networking**

TBD MANAGEMENT will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Area Center for Independent Living - Resources for Independent Living, Inc., (804) 353-6503
- Virginia Board for People with Disabilities, (804) 786-0016
- Virginia Department for Aging and Rehabilitative Services, (804) 588-3333
- Centers for Independent Living - Disability Resource Center, (540) 373-2559
- Centers for Independent Living - Access Independence, Inc., (540) 662-4452
- Horizon Behavioral Health, (434) 477-5000

#### **2. Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth**

- Unless prohibited by and applicable federal subsidy program.

- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

### 3. Internet Research

Stonebrook Terrace Apartments will also be listed on the following websites:

- [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)
- [www.hud.gov](http://www.hud.gov)
- [www.craigslist.org](http://www.craigslist.org)
- [accessva.org](http://accessva.org)
- [dbhds.virginia.gov](http://dbhds.virginia.gov)

### 4. Print Media

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

### 5. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

### 6. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage:** A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers:** As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral:** The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.



### **III. Public and Community Relations**

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. TBD MANAGEMENT encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

### **IV. Tenant Selection and Orientation**

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

#### **1. Tenant Selection Criteria**

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low- Income Housing Tax Credit program.

**Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.**

#### **2. Application Processing**

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit and no negative rental history and no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval. *(Note: If the applicant's denial is based upon a credit report, the*

*applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.)*

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if:
  - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
  - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Stonebrook Terrace Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

### **3. Held Vacant for 60 Days**

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not

a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner

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# Inducement Resolution for Tax Exempt Bonds

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