
2021 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 18, 2021**

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
601 South Belvidere Street
Richmond, Virginia 23220-6500

INSTRUCTIONS FOR THE VIRGINIA 2021 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 18, 2021**. 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:

Virginia Housing only accepts files via our work center sites on Procorem. Contact TaxCreditApps@virginiahousing.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 Virginia Housing LIHTC Allocation Department staff.

Disclaimer:

Virginia Housing 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 Virginia Housing.

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 Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@virginiahousing.com	(804) 343-5725
Sheila Stone	sheila.stone@virginiahousing.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Pamela Freeth	pamelafreeth@virginiahousing.com	(804) 343-5563
Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

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2021 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 Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion (MANDATORY) |
| <input type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by Virginia Housing: |
| | -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 (MANDATORY) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Location Map |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements |
| <input type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input type="checkbox"/> | Tab T: Funding Documentation |
| <input type="checkbox"/> | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population |
| <input type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected) |
| <input 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: 11/18/2021

1. Development Name: 925 Apartments II

2. Address (line 1): 925 South Military Highway

Address (line 2):

City: Virginia Beach State: VA Zip: 23464

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 Virginia Beach City

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

6. Development is located in the census tract of: 462.20

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

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

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

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

11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)

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

	3%	10%	12%
	FALSE	TRUE	FALSE

Enter only Numeric Values below:

13. Congressional District: 2
Planning District: 23
State Senate District: 7
State House District: 90

Click on the following link for assistance in determining the districts related to this development:

[Link to Virginia Housing'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

925 Apartments will be a two-phased community of which 128 units (Phase I) will be potentially financed with taxable bonds, REACH, and 9% LIHTC. Phase II (92 units) will potentially be financed with tax-exempt bonds, REACH, and 4% LIHTC. The 3- and 4-story apartment buildings will include 1-, 2-, and 3-bedroom floor plans. Amenities will include a clubhouse, pool, community room, and management office.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 11/18/2021

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: Mr. Patrick A. Duhaney
 Chief Executive Officer's Title: City Manager Phone: (757) 385-4242
 Street Address: 2401 Courthouse Drive, Building 1, Room 281
 City: Virginia Beach State: Virginia Zip: 23456

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Mr. Andrew Friedman, Director of Housing and Neighborhood Preservation

- 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:
or

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

For Tax Exempt Bonds, where are bonds being issued?

ACTION: Provide Inducement Resolution at **TAB Y** (if available)

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2021.

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, 2021, 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 2021 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

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?

5. Planned Combined 9% and 4% Developments

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

Name of companion development:

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

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?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% of units in 4% Tax Exempt Allocation Request:

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:

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: Virginia Housing 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 Virginia Housing 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: 925 Apts. II, L.P.

Developer Name: 925 Developers II, L.L.C.

Contact: M/M ▶ Mr. First: Thomas MI: M. Last: Johnston

Address: 300 32nd Street, Suite 310

City: Virginia Beach St. ▶ VA Zip: 23451

Phone: (757) 793-4394 Ext. Fax: (757) 793-4409

Email address: tjohnston@tfjgroup.com

Federal I.D. No. 87-2022831 (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.
Rhonda Mixer rmixer@tfjgroup.com 757-793-4405

- 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.

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
<u>Wendell C. Franklin</u>	<u>(757) 793-4396</u>	<u>General Partner</u>	<u>50.000%</u>
<u>Thomas M. Johnston</u>	<u>(757) 793-4394</u>	<u>General Partner</u>	<u>25.000%</u>
<u>W. Taylor Franklin</u>	<u>(757) 793-4395</u>	<u>General Partner</u>	<u>25.000%</u>
<u></u>	<u></u>	<u></u>	<u>0.000%</u>
<u></u>	<u></u>	<u></u>	<u>0.000%</u>
<u></u>	<u></u>	<u></u>	<u>0.000%</u>
<u></u>	<u></u>	<u></u>	<u>0.000%</u>

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

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

C. OWNERSHIP INFORMATION

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

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

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

Action: Must be included on Virginia Housing 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..... **TRUE**

Action: Must be included on the Virginia Housing 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 Virginia Housing before submitting this application if there are any questions about this requirement.

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract
 Expiration Date: 12/22/2021

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 Virginia Housing. See QAP for further details.

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE Owner already controls site by either deed or long-term lease.
- b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/22/2021 .
- 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: Wildwood Park, L.L.C.

Address: 442 Rutherford Aven.

City: Roanoke St.: VA Zip: 24016

Contact Person: Bob Wills Phone: (830) 358-3399

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%

E. DEVELOPMENT TEAM INFORMATION

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

- | | | | |
|--------------------------|--|---------------------------|-----------------------|
| 1. Tax Attorney: | <u>J. Conrad Garcia</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Williams Mullen</u> | | |
| Address: | <u>200 S. 10th Street, Suite 1600, Richmond, VA 23219</u> | | |
| Email: | <u>cgarcia@williamsmullen.com</u> | Phone: | <u>(804) 420-6910</u> |
| | | | |
| 2. Tax Accountant: | <u>Angela Kerns</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Wall, Einhorn & Chernitzer, P.C.</u> | | |
| Address: | <u>150 W. Main Street, Suite 1200, Norfolk, VA 23510</u> | | |
| Email: | <u>akerns@wec-cpa.com</u> | Phone: | <u>(757) 625-4700</u> |
| | | | |
| 3. Consultant: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | Role: | <u></u> |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |
| | | | |
| 4. Management Entity: | <u>Christopher McKee</u> | This is a Related Entity. | <u>TRUE</u> |
| Firm Name: | <u>The Franklin Johnston Group</u> | | |
| Address: | <u>300 32nd Street, Suite 310, Virginia Beach, VA 23451</u> | | |
| Email: | <u>cmckee@tfjgroup.com</u> | Phone: | <u>(757) 965-6200</u> |
| | | | |
| 5. Contractor: | <u>M. David Jester</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Marlyn Development Corp.</u> | | |
| Address: | <u>308 35th Street, Suite 101, Virginia Beach, VA 23451</u> | | |
| Email: | <u>dj@marlyndv.com</u> | Phone: | <u>(757) 435-1677</u> |
| | | | |
| 6. Architect: | <u>Lawrence Kliewer, Jr.</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Cox, Kliewer & Company, P.C.</u> | | |
| Address: | <u>2533 Virginia Beach Blvd., Riversedge South, Virginia Beach, VA 23452</u> | | |
| Email: | <u>duffk@coxkliewer.com</u> | Phone: | <u>(757) 431-0033</u> |
| | | | |
| 7. Real Estate Attorney: | <u>Elizabeth Chapman</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Williams Mullen</u> | | |
| Address: | <u>999 Waterside Drive, Suite 1700, Norfolk, VA 23510</u> | | |
| Email: | <u>echapman@williamsmullen.com</u> | Phone: | <u>(757) 629-2064</u> |
| | | | |
| 8. Mortgage Banker: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | | |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |
| | | | |
| 9. Other: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | Role: | <u></u> |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
- 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 Virginia Housing 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 Virginia Housing 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**
- 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..... FALSE (If false, go on to #3.)

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..... FALSE

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: [Yellow Box]

Name: [Yellow Box] (Please fit NP name within available space)

Contact Person: [Yellow Box]

Street Address: [Yellow Box]

City: [Yellow Box] State: [Yellow Box] Zip: [Yellow Box]

Phone: [Yellow Box] Extension: [Yellow Box] Contact Email: [Yellow Box]

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

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

A. FALSE 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:

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

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

Action: Provide Homeownership Plan **(TAB N)**

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	92	bedrooms	180
Total number of rental units in development	92	bedrooms	180
Number of low-income rental units	92	bedrooms	180
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	92	bedrooms	180
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.....			112,057.20 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			18,657.70 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			93,399.50 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	4.390		
j. Locality has approved a final site plan or plan of development..... If True, Provide required documentation (TAB O).			FALSE
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	753.30	SF	18	18
2BR Garden	1038.64	SF	60	60
3BR Garden	1251.55	SF	14	14
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
			92	92

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

3. Structures

- a. Number of Buildings (containing rental units)..... **2**
- b. Age of Structure:..... **0** years
- c. Number of stories:..... **3 and 4**

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

e. Commercial Area Intended Use: **n/a**

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

- i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... **TRUE**
- ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... **FALSE**
- iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... **FALSE**

H. STRUCTURE AND UNITS INFORMATION

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

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

h. Development contains an elevator(s). FALSE

If true, # of Elevators. 0

Elevator Type (if known) n/a

i. Roof Type ▶ Flat

j. Construction Type ▶ Frame

k. Primary Exterior Finish ▶ Fiber Cement Siding

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: clubhouse, pool, community room, management office

m. Number of Proposed Parking Spaces..... 168

Parking is shared with another entity FALSE

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

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

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

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

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

NOTE: All developments must meet Virginia Housing'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	10.10%
Project Wide Capture Rate - Market Units	n/a
Project Wide Capture Rate - All Units	10.10%
Project Wide Absorption Period (Months)	11 months

J. ENHANCEMENTS

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

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

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

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

ACTION: Provide RESNET rater certification (**TAB F**)

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

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

- FALSE** a. A community/meeting room with a minimum of 749 square feet is provided.
- 46.90%** 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
- FALSE** n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE** o. All interior doors within units are solid core.
- FALSE** 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.

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

J. ENHANCEMENTS

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

- FALSE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 0 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

0% of Total Rental Units

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

If not, please explain:

N/A

 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 Heat Pump
- 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	12	16	20	0
Air Conditioning	0	9	11	15	0
Cooking	0	5	6	8	0
Lighting	0	7	10	13	0
Hot Water	0	10	13	18	0
Water	0	18	23	31	0
Sewer	0	20	26	35	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$81	\$105	\$140	\$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: ProCraft Inspection Svcs.

Warning: The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.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)

FALSE

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

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

3. Leasing Preferences

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

Organization which holds waiting list:

Contact person:

Title:

Phone Number:

Action: Provide required notification documentation (TAB L)

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

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

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

K. SPECIAL HOUSING NEEDS

3. Target Population Leasing Preference

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant’s tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

Primary Contact for Target Population leasing preference. The agency will contact as needed.

First Name: Marie
Last Name: Peace

Phone Number: (804) 304-2335 Email: mpeace@tfjgroup.com

4. Rental Assistance

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

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
FALSE Section 8 Project Based Assistance
FALSE RD 515 Rental Assistance
FALSE Section 8 Vouchers
*Administering Organization:
FALSE State Assistance
*Administering Organization:
FALSE Other:

K. SPECIAL HOUSING NEEDS

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

FALSE

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

0

d. Number of units receiving assistance:

0

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew.....

FALSE

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

L. UNIT DETAILS

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

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

a. Units Provided Per Household Type:


Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
0	0.00%	40% Area Median	
0	0.00%	50% Area Median	
92	100.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
92	100.00%	Total	

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
0	0.00%	40% Area Median	
0	0.00%	50% Area Median	
92	100.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
92	100.00%	Total	

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

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

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


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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	18		689.59	\$870.00	\$15,660
Mix 2	2 BR - 2 Bath	60% AMI	60		964.51	\$1,035.00	\$62,100
Mix 3	3 BR - 2 Bath	60% AMI	8		1168.55	\$1,175.00	\$9,400
Mix 4	3 BR - 2 Bath	60% AMI	6		1146.97	\$1,175.00	\$7,050
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

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
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Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
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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

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
TOTALS			92		0				\$94,210

Total Units	92	Net Rentable SF:	TC Units	86,513.44
			MKT Units	0.00
			Total NR SF:	86,513.44

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$12,250
2. Office Salaries			\$25,000
3. Office Supplies			\$0
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$45,719
	4.09% of EGI	\$496.95	Per Unit
6. Manager Salaries			\$40,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$7,500
9. Auditing			\$7,500
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$1,748
13. Miscellaneous Administrative			\$15,000
Total Administrative			\$154,717

Utilities

14. Fuel Oil			\$0
15. Electricity			\$15,000
16. Water			\$45,000
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$60,000

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$0
24. Security Payroll/Contract			\$12,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$35,000
29. Repairs/Material			\$0
30. Repairs Contract			\$50,000
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$97,000

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$70,000
39. Payroll Taxes	\$15,000
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$0
42. Fidelity Bond	\$25,000
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$110,000

Total Operating Expense	\$421,717
--------------------------------	------------------

Total Operating Expenses Per Unit	\$4,584	C. Total Operating Expenses as % of EGI	37.69%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$27,600
---	-----------------

Total Expenses	\$449,317
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract		Thomas Johnston
b. Site Acquisition	9/1/2021	Thomas Johnston
c. Zoning Approval	1/5/2021	W. Taylor Franklin
d. Site Plan Approval	2/15/2022	Murray Kirk
2. Financing		
a. Construction Loan		
i. Loan Application	10/1/2021	Rhonda Mixer
ii. Conditional Commitment		
iii. Firm Commitment	12/1/2021	Thomas Johnston
b. Permanent Loan - First Lien		
i. Loan Application	10/1/2021	Rhonda Mixer
ii. Conditional Commitment		
iii. Firm Commitment	12/1/2021	Thomas Johnston
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	8/3/2021	Elizabeth Chapman
3. IRS Approval of Nonprofit Status		
4. Closing and Transfer of Property to Owner	12/22/2021	Thomas Johnston
5. Plans and Specifications, Working Drawings	2/1/2022	Murray Kirk
6. Building Permit Issued by Local Government	6/1/2022	Murray Kirk
7. Start Construction	6/15/2022	Murray Kirk
8. Begin Lease-up	12/1/2023	Christopher McKee
9. Complete Construction	4/1/2024	Murray Kirk
10. Complete Lease-Up	7/1/2024	Christopher McKee
11. Credit Placed in Service Date	7/1/2024	Thomas Johnston

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	9,250,000	0	9,250,000	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	650,000	0	650,000	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	9,900,000	0	9,900,000	0
f. Earthwork	1,500,000	0	1,500,000	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	50,000	0	50,000	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
Total Land Improvements	1,550,000	0	1,550,000	0
Total Structure and Land	11,450,000	0	11,450,000	0
q. General Requirements	375,000	0	375,000	0
r. Builder's Overhead (2.1% Contract)	240,000	0	240,000	0
s. Builder's Profit (4.4% Contract)	500,000	0	500,000	0
t. Bonds	0	0	0	0
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: _____	0	0	0	0
y. Other 2: _____	0	0	0	0
z. Other 3: _____	0	0	0	0
Contractor Costs	\$12,565,000	\$0	\$12,565,000	\$0

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	20,000	0	20,000	0
b. Architecture/Engineering Design Fee \$3,804 /Unit)	350,000	0	350,000	0
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	385,000	0	385,000	0
e. Environmental	25,000	0	25,000	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	7,500	0	0	0
i. Market Study	7,500	0	7,500	0
j. Site Engineering / Survey	0	0	0	0
k. Construction/Development Mgt	75,000	0	75,000	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	30,000	0	30,000	0
n. Construction Interest (0.0% for 0 months)	435,000	0	287,100	0
o. Taxes During Construction	75,000	0	49,500	0
p. Insurance During Construction	65,000	0	42,900	0
q. Permanent Loan Fee (0.0%)	194,438	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	40,000	0	40,000	0
t. Cost Certification Fee	25,000	0	25,000	0
u. Accounting	0	0	0	0
v. Title and Recording	50,000	0	0	0
w. Legal Fees for Closing	75,000	0	7,500	0
x. Mortgage Banker	57,250	0	28,625	0
y. Tax Credit Fee	46,699			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	50,000	0	0	0
ac. Operating Reserve	595,750	0	565,962	0
ad. Contingency	0	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Demolition	75,000	0	0	0
(2) Other* specify: Escrow for Taxes, Insur.	50,000	0	0	0
(3) Other* specify: Special Inspections	25,000	0	25,000	0
(4) Other* specify: Additional Inspections	20,000	0	20,000	0
(5) Other* specify: Pre-development Interest	25,000	0	0	0
(6) Other* specify: Other Legal & Accounting	30,000	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$2,834,137	\$0	\$1,984,087	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$15,399,137	\$0	\$14,549,087	\$0
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,820,840	0	1,820,840	0
4. Owner's Acquisition Costs Land	1,986,364			
Existing Improvements	0	0		
Subtotal 4:	\$1,986,364	\$0		
5. Total Development Costs Subtotal 1+2+3+4:	\$19,206,341	\$0	\$16,369,927	\$0

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: \$1,820,840

Proposed Development's Cost per Sq Foot \$154 **Meets Limits**
 Applicable Cost Limit by Square Foot: \$262

2021 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	19,206,341	0	16,369,927	0

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	16,369,927	0
---	------------	---

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0

Total Adjusted Eligible basis

16,369,927	0
------------	---

5. Applicable Fraction

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

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0	16,369,927	0
---	------------	---

7. Applicable Percentage

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

0.00%	4.00%	0.00%
-------	-------	-------

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	\$654,797	\$0
-----	-----------	-----

\$654,797	
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. VH Tax-Exempt			\$2,500,000	Mr. Dale Wittie
2. VH REACH			\$8,950,000	Mr. Dale Wittie
3.				
Total Construction Funding:			\$11,450,000	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. VH Tax-Exempt			\$2,500,000	\$134,713	3.50%	30.00	30.00
2. VH REACH			\$8,950,000	\$449,912	2.95%	30.00	30.00
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$11,450,000	\$584,625			

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$11,450,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **62.38%**

7. Some of the development's financing has credit enhancements..... **FALSE**
If True, list which financing and describe the credit enhancement:

[Redacted area]

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

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

b. **FALSE** 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 [Redacted area]

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

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

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$1,601,249	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A**.

Equity Total \$1,601,249

2. Equity Gap Calculation

a. Total Development Cost	\$19,206,341
b. Total of Permanent Funding, Grants and Equity	- \$13,051,249
c. Equity Gap	\$6,155,092
d. Developer Equity	- \$611
e. Equity gap to be funded with low-income tax credit proceeds	\$6,154,481

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	TowneBank		
Contact Person:	Anne C.H. Conner	Phone:	(757) 673-1602
Street Address:	1510 Quarterpath Road		
City:	Williamsburg	State:	VA
		Zip:	23185

b. Syndication Equity

i. Anticipated Annual Credits	\$654,797.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.940
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$654,732
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$6,154,481

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$6,154,481

5. Net Equity Factor

Must be equal to or greater than 85% 94.0000719254%

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 Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing 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 Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$19,206,341</u>				
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$13,051,249</u>				
3. Equals Equity Gap		<u>\$6,155,092</u>				
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>94.0000719254%</u>				
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$6,547,965</u>				
Divided by ten years		<u>10</u>				
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$654,797</u>				
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$654,797</u>				
8. Requested Credit Amount		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px;">For 30% PV Credit:</td> <td style="text-align: right; padding: 2px;">\$654,797</td> </tr> <tr> <td style="padding: 2px;">For 70% PV Credit:</td> <td style="text-align: right; padding: 2px;">\$0</td> </tr> </table>	For 30% PV Credit:	\$654,797	For 70% PV Credit:	\$0
For 30% PV Credit:	\$654,797					
For 70% PV Credit:	\$0					
Credit per LI Units	<u>\$7,117.3587</u>					
Credit per LI Bedroom	<u>\$3,637.7611</u>					
		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding: 2px;">Combined 30% & 70% PV Credit Requested</td> <td style="text-align: right; padding: 2px;">\$654,797</td> </tr> </table>	Combined 30% & 70% PV Credit Requested	\$654,797		
Combined 30% & 70% PV Credit Requested	\$654,797					

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$94,210
Plus Other Income Source (list):	App Fees, W&S Reimb.	\$6,050
Equals Total Monthly Income:		\$100,260
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,203,120
Less Vacancy Allowance	7.0%	\$84,218
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,118,902

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$1,118,902
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,118,902
d. Total Expenses	\$449,317
e. Net Operating Income	\$669,585
f. Total Annual Debt Service	\$584,625
g. Cash Flow Available for Distribution	\$84,960

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	1,118,902	1,141,280	1,164,105	1,187,387	1,211,135
Less Oper. Expenses	449,317	462,797	476,680	490,981	505,710
Net Income	669,585	678,483	687,425	696,407	705,425
Less Debt Service	584,625	584,625	584,625	584,625	584,625
Cash Flow	84,960	93,858	102,800	111,782	120,800
Debt Coverage Ratio	1.15	1.16	1.18	1.19	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,235,358	1,260,065	1,285,266	1,310,972	1,337,191
Less Oper. Expenses	520,882	536,508	552,603	569,181	586,257
Net Income	714,476	723,557	732,663	741,790	750,934
Less Debt Service	584,625	584,625	584,625	584,625	584,625
Cash Flow	129,851	138,932	148,038	157,165	166,309
Debt Coverage Ratio	1.22	1.24	1.25	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,363,935	1,391,214	1,419,038	1,447,419	1,476,367
Less Oper. Expenses	603,844	621,960	640,619	659,837	679,632
Net Income	760,090	769,254	778,419	787,581	796,735
Less Debt Service	584,625	584,625	584,625	584,625	584,625
Cash Flow	175,465	184,629	193,794	202,956	212,110
Debt Coverage Ratio	1.30	1.32	1.33	1.35	1.36

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

Must Complete

Number of BINS: 7

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

FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID
DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF TAX CREDIT UNITS	MARKET RATE UNITS	30% Present Value Credit for Acquisition			30% Present Value Credit for Rehab / New Construction			70% Present Value Credit						
				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
1.		12		925 South Military Highway		Virginia Beach	VA	23464	\$0	\$2,338,561	4.00%	\$93,542				\$0
2.		16		925 South Military Highway		Virginia Beach	VA	23464	\$0	\$2,338,561	4.00%	\$93,542				\$0
3.		16		925 South Military Highway		Virginia Beach	VA	23464	\$0	\$2,338,561	4.00%	\$93,542				\$0
4.		12		925 South Military Highway		Virginia Beach	VA	23464	\$0	\$2,338,561	4.00%	\$93,542				\$0
5.		12		925 South Military Highway		Virginia Beach	VA	23464	\$0	\$2,338,561	4.00%	\$93,542				\$0
6.		12		925 South Military Highway		Virginia Beach	VA	23464	\$0	\$2,338,561	4.00%	\$93,542				\$0
7.		12		925 South Military Highway		Virginia Beach	VA	23464	\$0	\$2,338,561	4.00%	\$93,542				\$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
		92	0						\$0	\$16,369,927		\$654,797				\$0

Totals from all buildings

Number of BINS: 7

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

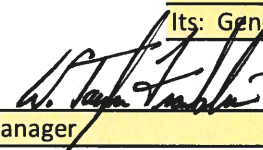
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing'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 Virginia Housing 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 Virginia Housing 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 Virginia Housing 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 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, Virginia Housing 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 Virginia Housing 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 Virginia Housing 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 Virginia Housing 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 Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, 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: 925 Apts. II, L.P.
 By: 925 Apts. GP II, L.L.C.
 Its: General Partner

By: 
 Its: Manager
 (Title)

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing 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:	Lawrence W. Kliewer, Jr.
Virginia License#:	0401005960
Architecture Firm or Company:	Cox, Kliewer & Company, P.C.

By: 

Its: President
(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 Virginia Housing'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. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

MANDATORY ITEMS:

- a. Signed, completed application with attached tabs in PDF format
- b. Active Excel copy of application
- c. Partnership agreement
- d. SCC Certification
- e. Previous participation form
- f. Site control document
- g. RESNET Certification
- h. Attorney's opinion
- i. Nonprofit questionnaire (if applicable)
- j. Appraisal
- k. Zoning document
- l. Universal Design Plans
- m. List of LIHTC Developments (Schedule A)

	Included		Score
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y, N, N/A	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
Total:			0.00

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

	Y	0 or -50	0.00
	N	0 or -25	0.00
	N	0 or 40	0.00
	N	0 or 10	0.00
	Y	0 or 15	15.00
	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development listed on the Rural Development Rehab Priority List
- h. Dev. located in area with little or no increase in rent burdened population
- i. Dev. located in area with increasing rent burdened population

	Y	0 or up to 5	5.00
	N	0 or 20	0.00
	0.00%	Up to 40	0.00
	N	0 or 5	0.00
	N	0 or 10	0.00
	10%	0, 20, 25 or 30	25.00
	N	0 or 15	0.00
	N	Up to -20	0.00
	Y	Up to 20	20.00
Total:			50.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			41.48
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 60	0.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	N	0 or 10	0.00
g. Units constructed to meet Virginia Housing's Universal Design standards	0%	Up to 15	0.00
h. Developments with less than 100 units	Y	up to 20	3.20
i. Historic Structure	N	0 or 5	0.00
Total:			<u>54.68</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$82,500	\$62,300

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 Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	15.22%	Up to 15	11.41
c.	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>26.41</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	Y	0 or 50	50.00
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	O	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 Virginia Housing	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	139.39
b. Cost per unit		Up to 100	33.76
Total:			<u>173.15</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 45	35.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			<u>35.00</u>

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

TOTAL SCORE: 404.24

Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	25	15.48
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
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	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	0.00
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>41.48</u>

All elderly units have:

t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>

Total amenities: 41.48

X. Development Summary

Summary Information **2021 Low-Income Housing Tax Credit Application For Reservation**

Deal Name: 925 Apartments II

Cycle Type: 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$654,797
Allocation Type: N/A **Jurisdiction:** Virginia Beach City
Total Units: 92 **Population Target:** General
Total LI Units: 92
Project Gross Sq Ft: 112,057.20 **Owner Contact:** Thomas Johnston
Green Certified? FALSE

Total Score 404.24

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$11,450,000	\$124,457	\$102	\$584,625

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$11,450,000	\$124,457	\$102	59.62%
General Req/Overhead/Profit	\$1,115,000	\$12,120	\$10	5.81%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$2,834,137	\$30,806	\$25	14.76%
Acquisition	\$1,986,364	\$21,591	\$18	10.34%
Developer Fee	\$1,820,840	\$19,792	\$16	9.48%
Total Uses	\$19,206,341	\$208,765		

Total Development Costs	
Total Improvements	\$15,399,137
Land Acquisition	\$1,986,364
Developer Fee	\$1,820,840
Total Development Costs	\$19,206,341

Income		
Gross Potential Income - LI Units		\$1,203,120
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,203,120
Less Vacancy %	7.00%	\$84,218
Effective Gross Income		\$1,118,902

Proposed Cost Limit/Sq Ft: \$154
Applicable Cost Limit/Sq Ft: \$262

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	18
# of 2BR	60
# of 3BR	14
# of 4+ BR	0
Total Units	92

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$154,717	\$1,682
Utilities	\$60,000	\$652
Operating & Maintenance	\$97,000	\$1,054
Taxes & Insurance	\$110,000	\$1,196
Total Operating Expenses	\$421,717	\$4,584
Replacement Reserves	\$27,600	\$300
Total Expenses	\$449,317	\$4,884

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	92	92
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$1,118,902
Total Expenses	\$449,317
Net Income	\$669,585
Debt Service	\$584,625
Debt Coverage Ratio (YR1):	1.15

Income Averaging? FALSE

Extended Use Restriction? 30

2021 Low-Income Housing Tax Credit Application For Reservation

Virginia Housing is running a BETA test of new EUR calculations that will be considered for implementation in 2022. These points are only a test and will not be used for scoring purposes in 2021. Please contact taxcreditapps@virginiahousing.com with questions or comments.

Credit Points:

If the Combined Max Allowable is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example, $(40\%/60\%) \times 200$ or 133.33 points.

Using Current E-U-R method (up to 200)		139.39
Using proposed method:		
Combined Max	\$654,797	
Credit Requested	\$654,797	
% of Savings	0.00%	
Sliding Scale Points		0
<i>Difference</i>		-139.39

Cost Points:

If the Applicable Cost by Square foot is \$238 and the deal's Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 credit points.

For another example, the Applicable Cost by SqFt is \$238 and the deal's Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example, $(35.7\%/50\%) \times 100$ or 71.40 points.

Using Current E-U-R method (up to 100)		33.76
Using proposed method:		
Total Costs Less Acquisition	\$17,219,977	
Total Square Feet	112,057.20	
Proposed Cost per SqFt	\$153.67	
Applicable Cost Limit per Sq Ft	\$262.00	
% of Savings	41.35%	
Sliding Scale Points		82.70
<i>Difference</i>		48.94

\$/SF = **\$173.87** Credits/SF = **7.010712** Const \$/unit = **\$136,576.0870**

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
500
1

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	753.30	1,038.64	1,251.55	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	18	60	14	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	203,951	271,935	319,524	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	203,951	271,935	319,524	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	203,951	271,935	319,524	0	0	0	0
PROJECT COST PER UNIT	0	130,975	180,587	217,605	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	18,696	23,940	27,018	0	0	0	0
PROJECT CREDIT PER UNIT	0	5,281	7,282	8,774	0	0	0	0
COST PER UNIT POINTS	0.00	7.00	21.91	4.85	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	28.08	90.76	20.55	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **33.76**

TOTAL CREDIT PER UNIT POINTS **139.39**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	203,951	271,935	319,524	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	203,951	271,935	319,524	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Credit Parameter - low rise	0	18,696	23,940	27,018	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Credit Parameter	0	18,696	23,940	27,018	0	0	0	(

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	203,951	271,935	319,524	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	203,951	271,935	319,524	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	18,696	23,940	27,018	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	18,696	23,940	27,018	0	0	0	(

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\$/SF = **\$173.87** Credits/SF = **7.010712** Const \$/unit = **\$136,576.09**

TYPE OF PROJECT
LOCATION
TYPE OF CONSTRUCTION

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

11000
500
1

*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	753.30	1,038.64	1,251.55	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	18	60	14	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	203,951	271,935	319,524	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	203,951	271,935	319,524	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	203,951	271,935	319,524	0	0	0	0
PROJECT COST PER UNIT	0	130,975	180,587	217,605	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	18,696	23,940	27,018	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	18,696	23,940	27,018	0	0	0	0
PROJECT CREDIT PER UNIT	0	5,281	7,282	8,774	0	0	0	0
COST PER UNIT POINTS	0.00	7.00	21.91	4.85	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	28.08	90.76	20.55	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **33.76**

TOTAL CREDIT PER UNIT POINTS **139.39**

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	203,951	271,935	319,524	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	203,951	271,935	319,524	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Credit Parameter - low rise	0	18,696	23,940	27,018	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Credit Parameter	0	18,696	23,940	27,018	0	0	0	(

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

Cost Parameters - Elderly

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

Credit Parameters - Elderly

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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	203,951	271,935	319,524	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	203,951	271,935	319,524	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	18,696	23,940	27,018	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	18,696	23,940	27,018	0	0	0	(

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Partnership or Operating Agreement

Including **chart of ownership structure with percentage of interests** and **draft developer fee agreement**
(MANDATORY)

**AGREEMENT OF LIMITED PARTNERSHIP
OF
925 APTS. II, L. P.**

THIS AGREEMENT OF LIMITED PARTNERSHIP, made as of the 3rd day of August, 2021, by and among the undersigned partners, who hereby organize **925 APTS. II, L. P.**, a Virginia limited partnership (the "Partnership") pursuant to the Revised Uniform Limited Partnership Act of Virginia upon the following terms and conditions.

WITNESSETH:

WHEREAS, the undersigned partners desire to organize the Partnership for the purpose of developing, constructing, owning and operating a multi-family apartment project for persons of low and/or moderate income located in the City of Virginia Beach, Virginia.

NOW, THEREFORE, the Partners hereby agree as follows:

1. NAME; PLACE OF BUSINESS AND SPECIFIED OFFICE; REGISTERED AGENT; RECORDS.

The name of the Partnership is **925 APTS. II, L.P.**, and the post office address of its principal place of business and specified office is 300 32nd Street, Suite 310, Virginia Beach, Virginia 23451. The name of the registered agent is James W. Noel III, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar. The registered agent's post office address is 300 32nd Street, Suite 310, Virginia Beach, Virginia 23451. The Partnership shall keep the following records at its specified office: (i) a current list of the full name and last known business address of each Partner set forth in alphabetical order, (ii) a copy of the Certificate of Limited Partnership and all Certificates of Amendment thereto, together with executed copies of any powers of attorney pursuant to which any Certificate has been executed, (iii) copies of the Partnership's federal, state, and local income tax returns and reports, if any, for the three most recent years, and (iv) copies of any then effective written Partnership Agreements and any financial statements of the Partnership for the three most recent years. Such records are subject to inspection and copying at the reasonable request, and at the expense, of any Partner during ordinary business hours.

2. DEFINITIONS.

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

A. Act.

The Revised Uniform Limited Partnership Act of Virginia.

B. Affiliate or Affiliated Persons.

When used with reference to a specified person, (1) any person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified person, (2) any person that is an officer of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or of which the specified person is an officer, partner or trustee, or with respect to which the specified person serves in a similar capacity, (3) any person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified person or of which the specified person is directly or indirectly the owner of 10% or more of any class of equity securities or in which the specified person has a substantial beneficial interest and (4) any spouse or lineal descendant of the specified person.

C. Agreement.

This Agreement of Limited Partnership, as originally executed and as amended from time to time, as the context requires.

D. Capital Account.

As of any date, the aggregate of the Capital Contributions by a Partner or his predecessor in interest, increased by his distributive share of Taxable Income and of Gain from Sale, reduced by his distributive share of Taxable Loss and of Loss from Sale, and by the amount of any distributions of cash to him or by the Gross Asset Value of any property distributed to him. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts, make-up of deficit capital accounts upon liquidation, and allocations of tax items are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with the Regulations.

E. Capital Calls.

The assessments for additional contributions described in Section 5C.

F. Capital Contributions.

With respect to any Partner, the amount of money (including any Capital Calls) and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Interest held by such Partner pursuant to the terms of this Agreement. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Partnership by the maker of the note shall not be included in the Capital Contribution of any Partner until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

G. Code.

The Internal Revenue Code of 1986, as amended from time to time.

H. Gain or Loss from Sale.

Any gain or loss for federal income tax purposes resulting from the sale or other disposition of the Project not in the ordinary course of the Partnership's business.

I. General Partner.

925 Apts. GP II, L.L.C., a Virginia limited liability company, and such other person or firm as may become General Partner hereunder, or any successors appointed under this Agreement.

J. Gross Asset Value.

With respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(1) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership;

(2) The Gross Asset Value of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Partners, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Partners reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(3) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(4) The Gross Asset Values of partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant this Section 2J(4) to the extent the Partners determine that an adjustment pursuant to Section 2J(2) hereof is necessary or

appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2J(4). If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2J(1), Section 2J(2), or Section 2J(4) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Taxable Income or Taxable Loss.

K. Interest.

Generally, a Partner's Interest refers to his percentage set forth on Exhibit A. However, a Partner's Interest includes his Capital Account and percentage set forth on Exhibit A when used in the context of a Partner's ownership rights in the Partnership.

L. Limited Partners.

The original Limited Partners and any persons who are admitted to the Partnership as additional or substituted Limited Partners.

M. Minimum Gain.

As of any date, the excess, if any, of the outstanding principal balance of any nonrecourse debt of the Partnership that is secured by an interest in the Project or any part thereof, over the adjusted basis of the Project to the Partnership.

N. Modified Negative Capital Account.

The deficit balance of a Capital Account, excluding the portion of the deficit that must be restored to the Partnership upon liquidation under Section 5E(7).

O. Net Cash from Operations.

For any taxable year, the excess of cash revenue from the operation of the Project (which may include proceeds from the sale of Partnership property in the ordinary course of business), interest income received during the year, and reserves set aside in prior years and no longer deemed necessary by the General Partner for the Partnership's business, over the sum of (1) development and operating expenses of the Partnership paid in cash during the year, (2) payments made in connection with any loan to the Partnership or any indebtedness secured by a lien on any portion of the Project, and (3) any reasonable reserves, as determined by the General Partner, for development and operating expenses, the repair, replacement or preservation during the current or subsequent years of any Partnership asset, or for contingencies and unanticipated obligations (including debt service).

P. Net Proceeds from Refinancing.

Net cash realized by the Partnership from the refinancing of indebtedness of the Partnership, reduced by (1) all expenses related to the transactions, (2) the amount applied, at the sole discretion of the General Partner, toward the payment of any indebtedness of the Partnership, and (3) reasonable reserves to satisfy other obligations of the Partnership, as determined by the General Partner.

Q. Net Proceeds from Sale.

Net cash realized by the Partnership from the sale, exchange, condemnation, or other disposition of all or substantially all of the Project or from policies of insurance payable as a result of damage to or destruction of, or defects of title to the Project (to the extent the proceeds exceed (1) the actual or estimated costs of repairing or replacing the Project or other assets damaged or destroyed or curing defects of title, plus all expenses related to the transactions, (2) the amount applied, at the sole discretion of the General Partner, toward the payment of any indebtedness of the Partnership, and (3) reasonable reserves to satisfy other obligations of the Partnership, as determined by the General Partner).

R. Partner.

Partners of all classes.

S. Project.

The property described in Section 3.

T. Taxable Income or Taxable Loss.

The income or loss of the Partnership for federal income tax purposes, including each item of income, gain, loss or deduction, but excluding Gain or Loss from Sale.

3. BUSINESS OF THE PARTNERSHIP.

The business of the Partnership shall be developing, constructing, owning and operating a multi-family apartment project for persons of low and/or moderate income located in Virginia Beach, Virginia, and engaging in any and all business activities related or incidental thereto.

4. TERM.

The Partnership is formed on the date hereof and shall continue until January 31, 2121, unless sooner terminated in accordance with this Agreement.

5. PARTNERS AND CAPITAL.

A. General Partner; Capital Contributions.

The name and business address of each general partner is as follows:

925 Apts. GP II, L.L.C.
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451

The Interest and Capital Contribution of each General Partner is as set forth on Exhibit A.

B. Limited Partners; Capital Contribution.

Each Limited Partner, as a Capital Contribution, has contributed to the Partnership the amount set forth on Exhibit A. Upon the execution of the Agreement, each Limited Partner shall have the applicable Interest set forth on Exhibit A. The business addresses of the Limited Partners are as set forth on Exhibit A.

C. Additional Assessments.

(1) In addition to the foregoing, the General Partner, in its discretion, may from time to time by notice call for a maximum of \$100.00 for each 1% of interest in additional Capital Contributions in aggregate from the Partners. Within thirty (30) days of notice thereof, each Partner shall contribute the call in proportion to his Interest.

(2) Any Partner who pays more than his proportionate share of a Capital Call, based on his respective Interest of the total required to be paid, shall be entitled to reimbursement from the Partners who have paid less than their proportionate shares.

D. Default Remedy.

(1) If a Partner fails to pay any of his Capital Call by the due date therefor, he shall be deemed a Defaulting Partner. The amount in default shall bear interest from the date of default until the date of payment at the prime rate of Wells Fargo Bank, N.A., plus 3% per annum, adjusted and published from time to time. The obligation to pay interest shall be the obligation of the Defaulting Partner only, regardless of whether his Interest is purchased pursuant to this Section.

(2) Upon default, the General Partner may proceed to pursue any and all available legal remedies against the Defaulting Partner to collect the amount due. If a Defaulting Partner remains in default for more than 60 days after the General Partner sends notice of default, the General Partner may, by notice to the Defaulting Partner, cause the Defaulting Partner's entire Interest in the Partnership to be transferred to the other Partners in proportion to

their respective Interests. If the General Partner so elects to transfer the Interest of the Defaulting Partner to the other Partners, such transfer shall constitute full payment to the Partnership of all amounts due from the Defaulting Partner. Additionally, the General Partner may offer to sell for the price hereafter specified the entire Interest of the Defaulting Partner, including all profits, losses and distributions attributable to such Interest in the following order, to (i) the non-defaulting Partners, (ii) the Partnership, or (iii) any person not then a Partner, on the terms and conditions hereafter specified.

(3) Any Limited Partner who buys any Interest from a Defaulting Partner shall become a substituted Limited Partner with respect thereto. Any purchaser from a Defaulting Partner who, at the time of purchase, is not a Partner shall, with the consent of the General Partner, become a substituted Limited Partner upon such purchaser's agreeing to be bound by this Agreement.

(4) The purchase price to be paid to the Defaulting Partner shall be the amount of Capital Account attributable to the Interest being purchased as of the date of purchase. Each purchaser shall also pay to the Partnership his share, in proportion to the Interest purchased, of all obligations of the Defaulting Partner, if any, to the Partnership.

(5) Notwithstanding the foregoing, the obligations of the Defaulting Partner to the Partnership shall not be extinguished by any such purchase, but only by, and to the extent of, the Capital Contributions made in his place by the purchaser of his Interest, or by the transfer of the Defaulting Partner's Interest, after notice, as provided in Section 5D(2). If no purchase or transfer occurs, then unless and until the default is cured, any distributions in respect of the Interest of the Defaulting Partner shall be applied first to interest on the defaulted amount, and second to the amount in default.

(6) Notwithstanding any other provisions of this Agreement, the Taxable Income or Taxable Loss attributable to the Defaulting Partner's Interest shall be allocated for tax purposes between the Defaulting Partner and the successor(s) to his Interest on the basis of the number of days each has held the Interest during the taxable year.

E. Additional Provisions on Capital and Obligations of Partners.

(1) A Capital Account shall be established and maintained for each Partner. The Capital Account of a substituted Partner shall include his allocable portion of the Capital Account of the Partner whose Interest he acquired without regard to any basis adjustment under Section 754 of the Code.

(2) No Partner gives up any of his rights to be repaid his Capital Contributions in favor of any other Partner.

(3) No Partner shall be paid interest on his Capital Account.

(4) No Partner shall have the right to demand and receive property other than cash in return of his Capital Contributions.

(5) No Partner shall have the right to demand and receive the return of his Capital Contributions until the termination of the Partnership.

(6) The General Partner shall have no liability or responsibility for the repayment of the capital contributions of any Limited Partner.

(7) The liability of each Limited Partner for the losses, debts, liabilities and obligations of the Partnership shall be limited to his Capital Contributions, his share of additional capital for which he may be assessed, and his share of any undistributed profits of the Partnership.

6. ALLOCATIONS AND DISTRIBUTIONS.

A. Net Cash from Operations.

Net Cash from Operations for any year shall be allocated and distributed among the Partners in proportion to their respective Interests.

B. Taxable Income, Taxable Loss and Credits.

Taxable Income, Taxable Loss and tax credits each year shall be allocated among the Partners in proportion to their respective Interests.

C. Mid-Year Transfers.

Unless otherwise agreed between the transferor and transferee, all Taxable Income or Taxable Loss for a Partnership year allocable to any Interest which has been transferred during the year shall be allocated between the transferor and transferee in the ratio of the number of days in the year before and after the effective date of the assignment without regard to the dates during the year on which income was earned, losses incurred, or distributions made.

D. Net Proceeds from Refinancing.

Net Proceeds from Refinancing shall be allocated and distributed among the Partners in the following order of priority:

(1) To each partner who has a Capital Account balance greater, in proportion to the aggregate of all capital account balances, than his Interest, in the ratio of the Interests of each such Partner, until the Capital Account balance of each such Partner is the same in proportion to the aggregate of all Capital Account balances as his Interest.

Interests. (2) The balance, to the Partners in proportion to their respective

E. Gain from Sale.

Gain from Sale shall be allocated among the Partners in the following order of priority:

(1) To each Partner who has a negative Capital Account immediately preceding the transaction giving rise to the gain, in the ratio which the negative Capital Account of each bears to the aggregate of all negative Capital Accounts, until all negative Capital Accounts have been increased to zero.

(2) Next, to each Partner who has a Capital Account balance after the adjustment in Section 6E(1) lesser, in proportion to the aggregate of all Capital Account balances, than his Interest, in the ratio of the Interests of each such Partner, until the Capital Account balance of each such Partner is the same in proportion to the aggregate of all Capital Account balances as his Interest.

(3) The balance, to the Partners in proportion to their respective Interests.

F. Loss from Sale.

Loss from Sale shall be allocated among the Partners in the following order of priority:

(1) To each Partner who has a positive Capital Account immediately preceding the transaction giving rise to the loss, in the ratio which the positive Capital Account of each bears to the aggregate positive Capital Accounts, until each Partner's Capital Account is reduced to zero.

(2) The balance, to the Partners in proportion to their respective Interests.

G. Net Proceeds from Sale.

Net Proceeds from Sale shall be allocated and distributed among the Partners in the proportion that the positive Capital Account of each bears to the aggregate positive Capital Accounts (after the allocations and distributions otherwise provided in this Section) until all Capital Accounts have been reduced to zero; and the balance in proportion to their Interests.

H. Mid-Year Transfers.

All Gain or Loss from Sale and distributions of Net Proceeds from Sale or Net Proceeds from Refinancing allocable to any Interest which has been transferred during the year shall be allocated and distributed, respectively, to the holder of the Interest on the date of the Sale or Refinancing. Gains or Losses attributable to, and Net Proceeds which represent, Net Proceeds not received by the Partnership as cash upon a Sale or Refinancing but which will be received later by the Partnership as a result of an installment or other deferred sale shall be allocated or distributed, as the case may be, to the holder of the Interest on the date the proceeds are received by the Partnership.

I. Minimum Allocation to General Partner.

Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, there shall be allocated to the General Partner at least 1% of every item of income, gain, loss, deduction or credit at all times during the existence of the Partnership.

J. Minimum Gain Charge-back.

(1) Notwithstanding any other provision of this Agreement, if there is a net decrease in the Partnership's Minimum Gain during any Partnership fiscal year, each Partner who would otherwise have a Modified Negative Capital Account at the end of such year shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such Modified Negative Capital Account as quickly as possible. The items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704-1(b)(4)(iv)(e). This Section 6J is intended to comply with the minimum gain charge-back requirement in such Section of the Regulations and shall be interpreted consistently therewith.

(2) Notwithstanding any other provision of this Agreement, if there is a net decrease in a Partner's nonrecourse debt minimum gain as defined in Treasury Regulation Section 1.704-2(i)(3) during any Partnership fiscal year, there shall be allocated to such partner items of income and gain in accordance with Treasury Regulation Section 1.704-2(i)(4).

K. Qualified Income Offset.

Except as provided in Section 6J hereof, in the event any Limited Partner unexpectedly received any adjustments, allocations or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specifically allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Modified Negative Capital Account of such Limited Partner as quickly as possible.

L. Tax Allocations: Code Section 704(c).

In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value of such property.

In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2J(2) hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement and the requirements of Code Section 704(c). Allocations pursuant to this Section 6L are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Taxable Income, Taxable Loss, other items, or distributions pursuant to any provision of this Agreement.

7. RIGHTS, POWERS AND DUTIES OF THE GENERAL PARTNER.

A. Rights and Powers of the General Partner.

(1) The General Partner shall have the exclusive right to manage the business of the Partnership, and to make all decisions regarding the business of the Partnership. No Limited Partner (except one who may also be a General Partner, and then only in its capacity as General Partner) shall participate in or have any control over the Partnership business or have any authority or right to act for or bind the Partnership.

(2) Subject to the consent of the Limited Partners when expressly required by this Agreement, the General Partner shall have all the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the General Partner shall constitute the act of and bind the Partnership. The General Partner is granted the right, power and authority to do in the name of, and on behalf of, the Partnership all things which, in its sole judgment, are necessary, proper or desirable to carry out the purposes of the Partnership, including, but not limited to the right, power and authority:

(a) To own, acquire by lease or purchase, develop, maintain, improve, grant options with respect to, sell, convey, assign, mortgage or lease any real estate and any personal property, and to cause to have constructed improvements upon any real property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(b) To execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development,

management, maintenance and operation of any properties in which the Partnership has an interest, including without limitation, necessary easements to public or quasi-public bodies or public utilities.

(c) To employ or retain persons, including their or any Limited Partner's Affiliates, to provide property acquisition, management, leasing or other services for the Partnership (it being understood and agreed that the provision of such services does not constitute a part of the duties or obligations of the General Partner as general partner of the Partnership).

(d) To borrow money and issue evidences of indebtedness in furtherance of any or all Partnership purposes, and to secure the same by deed of trust, mortgage, security interest, negative pledge, pledge or other lien or encumbrance on the Project or any other assets of the Partnership.

(e) To repay when due or in advance, in whole or in part, negotiate, refinance, recast, increase, renew, modify or extend any secured or other indebtedness affecting Partnership properties and in connection therewith to execute any extensions, renewals or modifications of any evidences of indebtedness secured by deeds of trust, mortgages, security interests, pledges or other encumbrances covering such properties.

(f) To engage a real estate broker, whether an Affiliate of theirs or of any Limited Partner or otherwise, to sell or engage in other real estate activities in relation to any Partnership property upon such terms and conditions as are deemed appropriate by the General Partner and in the best interests of the Partnership, and to pay reasonable compensation for such services.

(g) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as those activities and contracts may be lawfully carried on or performed by a limited partnership under applicable laws and regulations.

(h) To lend money to the Partnership, as a creditor of the Partnership and not as an additional capital contribution; provided that any such loan shall be on terms and at an interest rate which are as favorable to the Partnership as those which could have been obtained by it on the same type of loan in the same locality from a lending institution.

(3) Notwithstanding any other provision of this Agreement, the General Partner may not sell all or substantially all of the Project, which shall not include refinancing of any deed of trust indebtedness, without the consent of at least 51% of the Interests owned by all the Partners, including the Interests owned by the General Partner. Upon the receipt of the requisite consent, the General Partner shall be authorized to sell the Project notwithstanding that such act would make it impossible thereafter to carry on the ordinary business of the Partnership, and each Limited Partner shall be deemed to have given his written consent to the specific act.

(4) Each Limited Partner specifically authorizes the General Partner to execute and file any certificate complying with Article 2 of the Act, as it may be amended from time to time.

(5) Any person dealing with the Partnership or the General Partner may rely upon a certificate signed by the Managing General Partner hereinafter named as to:

(a) the identity of the General Partner, the Managing General Partner or a Limited Partner,

(b) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the General Partner or which in any other manner are germane to the affairs of the Partnership,

(c) the authorization of persons who execute and deliver any instrument or document of the Partnership, or

(d) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

B. Managing General Partner.

(1) Should the Partnership have more than one General Partner, the General Partners shall have the right, but not the obligation, to designate a Managing General Partner. If so designated, the Managing General Partner shall discharge all of the duties and responsibilities of the General Partners under this Agreement, provided, however, that the agreement of all General Partners shall be required for any contract with the Managing General Partner or an affiliate of the Managing General Partner. The Managing General Partner shall provide for the operation of the Partnership business and shall devote so much of his time thereto as the Managing General Partner, in his sole discretion, shall deem necessary for the Partnership's efficient operation. In the event the General Partners fail to agree as to any matter of Partnership business, that matter will be determined by vote of the Partners owning 51% of the Interests in the Partnership, including the Interests held by the General Partners; provided, however, that the voting by a Limited Partner on a matter as to which the General Partners fail to agree shall not constitute, for purposes of third parties who deal with the Partnership, the participation by such Limited Partner in the control of the business of the Partnership.

(2) The Managing General Partner may bind the Partnership and sign the Partnership's name with the same effect as though all General Partners have signed. No other signatures shall be required and all persons may rely thereon and shall be exonerated from any and all liability if they deal with the Partnership on the basis of documents approved and executed on behalf of the Partnership by the Managing General Partner. The Managing General Partner may act through an agent.

C. Partnership Representative.

(1) Designation and Authority of the Tax Matters Manager. W. Taylor Franklin is designated as the Partnership's "Tax Matters Manager." The Tax Matters Manager is authorized to represent the Partnership in connection with all examinations of the Partnership's affairs by tax authorities or any administrative or judicial tax proceedings with respect to the Partnership, and to expend Partnership funds for professional services and costs associated therewith, and the Partnership will reimburse the Tax Matters Manager for any such costs or other costs associated with carrying out its role as Tax Matters Manager that it incurs directly. The Tax Matters Manager will have sole discretion to determine whether the Partnership (either on its own behalf or on behalf of the Partners) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any tax authority with respect to the Partnership and whether the Partnership will make any elections with respect to any tax assessment or proceeding.

(2) To the extent that the Partnership is an "eligible partnership" (as such term is used in Regulations § 301.6221(b)-1) and is permitted to make an election under Code Section 6221(b) and Regulations § 301.6221(b)-1 (an "Opt-Out Election"), the Partnership shall make an Opt-Out Election on its federal income tax return for each taxable year of the Partnership to elect out of the application of the new partnership audit laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the "Partnership Audit Procedures").

(3) For each taxable year of the Partnership for which no Opt-Out Election is made, the Partnership shall designate, pursuant to Regulations § 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Partnership, the Tax Matters Manager as the "partnership representative" for the Partnership (the "Partnership Representative"), and shall make such corresponding designations under any corresponding provisions of applicable foreign, state, or local tax law. To the extent that the Tax Matters Manager is not an individual, the Tax Matters Manager shall select any Person to serve as its "designated individual" pursuant to the Partnership Audit Procedures. The Tax Matters Manager, in its capacity as the Partnership Representative, shall (i) determine all matters with respect to any examination of the Partnership by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties, and interest among the Partners and whether to make an election under Code § 6226 (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Partnership) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

(4) Each Partner and former Partner agrees to cooperate, and to cause its direct and indirect owners to cooperate, with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect

to the conduct of any tax proceedings, in each case regardless whether then a Partner or after ceasing to be a Partner. Any deficiency for taxes imposed on any Partner or former Partner or its direct or indirect owners (including penalties, additions to tax, or interest imposed with respect to such taxes) will be paid by such Partner or former Partner or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Partnership, such Partner or former Partner shall indemnify the Partnership for such amounts within thirty days of such payment by the Partnership, in each case regardless of whether then a Partner or after ceasing to be a Partner.

(5) At the request of the Partnership Representative, in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Partnership or any subsidiary entity in which the Partnership has an interest, directly or indirectly, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to, promptly file one or more amended tax returns in the manner contemplated by Code § 6225(c) (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election for the Partnership pursuant to Code § 6226 with respect to an imputed underpayment, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Partnership Representative, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to, provide the Partnership Representative and the Partnership with any information available to such Partner or former Partner (or its direct or indirect owners or representatives) and with such representations, certificates, or forms relating to such Partner or former Partner (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Partnership Representative determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Code § 6225(c) or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Partnership under Code § 6225(a)(1), each Partner and former Partner shall indemnify the Partnership in an amount equal to such Partner's or former Partner's share (as determined by the Partnership Representative with the advice of the Partnership's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Partnership; provided, however, that the Partnership Representative may determine, in its discretion, to allocate the burden of such amount to such Partner without requiring payment by such Partner to the Partnership.

(6) Each Partner's obligations to comply with the requirements of this Section 7(C) shall survive the Partner's transfer of all or any portion of the Partner's interest in the Partnership, otherwise ceasing to be a Partner and/or the termination, dissolution, liquidation, and winding up of the Partnership, to the extent applicable.

(7) Any Person acting as a Tax Matters Manager, Partnership Representative or designated individual pursuant to this Section 7(C) shall, when acting in such capacity, be deemed to be a General Partner for purposes of the Virginia Revised Uniform Limited Partnership Act, and as such their liability shall be eliminated to the same extent as a General

Partner's liability is eliminated under this Agreement and they shall be entitled to indemnification to the same extent as a General Partner is entitled to indemnification under this Agreement.

8. RIGHTS AND POWERS OF THE LIMITED PARTNERS.

No Limited Partner shall have or exercise any rights in connection with the management of the Partnership business, but may exercise only the rights and powers of a Limited Partner under the Agreement, including without limitation, the giving of consents and approvals provided for in the Agreement. The exercise of such rights and powers is deemed to be a matter affecting the basic structure of the Partnership and not the control of its business.

9. AUTHORITY OF THE PARTNERS AND AFFILIATED PERSONS TO DEAL WITH THE PARTNERSHIP.

A. Dealings with Affiliates.

The General Partner, in its discretion, may engage any person, firm or corporation in which it, any Partner, or any Affiliate thereof may have an interest, at reasonable and competitive rates of compensation for the performance of any and all services or purchase of goods or other property which may at any time be necessary, proper, convenient, or advisable in carrying on the business and affairs of the Partnership or disposing of some or all of its assets; provided, that the compensation or price therefor shall not exceed those prevailing in arm's length transactions by others rendering similar services in comparable transactions as an on-going activity in the same geographical area.

B. Reimbursement for Expenses.

The General Partner shall be entitled to charge the Partnership, or to be reimbursed by the Partnership, for all expenses reasonably incurred by it in connection with Partnership business.

10. AUTHORITY OF THE PARTNERS TO ENGAGE IN OTHER BUSINESS.

Any of the Partners may engage in and/or possess an interest in other business ventures of any nature and description, independently or with others, including but not being limited to, the ownership, financing, leasing, operation, management, brokerage and development of real property; and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to any independent venture or to any income or profits derived therefrom. Neither the General Partner nor any Affiliate of the General Partner shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership. Neither the General Partner nor any Affiliate of the General Partner shall be obligated to offer to lease or sell, as the case may be, any Partnership property to any person seeking to lease or purchase real property even if the Partnership property is available for lease or sale and is of a character which might be

suitable for the purposes of the prospective lessee or purchaser, and they shall have the right to offer to lease or sell to any such person any non-Partnership property held for the account of the General Partner or Affiliate or any other person.

11. BANK ACCOUNTS.

The funds of the Partnership shall be deposited in the name of the Partnership in such bank or savings and loan accounts as may be required, and the General Partner shall arrange for the appropriate conduct of such account.

12. BOOKS OF ACCOUNT, ACCOUNTING PRACTICES, REPORTS AND TAX ELECTIONS.

A. The General Partner shall maintain and keep at the principal office of the Partnership books of account, in which shall be entered fully and accurately each and every transaction of the Partnership. Each Partner shall at all reasonable times have access thereto and the right to inspect and copy.

B. The books shall be kept on the cash receipts and disbursements method or the accrual method, as the General Partner may determine.

C. Any Partner shall have the right to a private audit of the books and records of the Partnership, provided such audit is made at the expense of the Partner desiring it and is made at reasonable times after due notice.

D. Within ninety (90) days after the close of the Partnership accounting year, the General Partner shall send to all Partners an annual report containing a statement of income, expenses and deductions of the Partnership which reflects the Taxable Income or Loss for the year and the allocation thereof to each Partner. The General Partner may also send to all Partners such quarterly, semi-annual or other reports or information, audited or unaudited, as it in its sole discretion may determine to be the best interest of the Partnership.

E. The General Partner is authorized to make or revoke on behalf of the Partnership an election under Section 754 of the Code and any other elections with respect to tax matters it deems advisable.

13. MEETINGS.

Meetings of the Partners shall be held at the principal office of the Partnership or at such other place as is designated, upon call of the General Partner or Limited Partners owning 20% of the Interests then outstanding, upon written notice of at least ten (10) days.

14. **INDEMNIFICATION AND EXCULPATION OF GENERAL PARTNER.**

A. **Indemnification.**

The General Partner shall be indemnified and held harmless by the Partnership from any liability resulting from any act performed by it within the scope of the authority conferred upon it by this Agreement, except for acts of gross negligence or willful misconduct or for damages arising from any material misrepresentation; provided, however, that any indemnity under this Article shall be paid out of the Partnership assets only, and no Limited Partner shall have any personal liability therefor.

B. **Exculpation.**

The General Partner shall not be liable to the Partnership or any other Partners for or as a result of any act, omission or error in judgment which was taken, omitted or made by it in the exercise of its judgment in good faith under this Agreement, provided such act, omission or error does not constitute willful misconduct or gross negligence.

15. **ASSIGNABILITY OF PARTNERSHIP INTERESTS.**

A. **General Partner.**

The General Partner may not assign its Interest in the Partnership without the prior written consent of Partners owning 51% of the total Interests. Provided said consent is obtained and unless otherwise agreed in writing by all Partners, the assignee of any portion of the Interest of the General Partner shall become a Limited Partner with the rights of the General Partner before the assignment, except any right to manage and control the Partnership's business and to receive the minimum allocations under Section 6I.

B. **Limited Partners.**

(1) **Assignment.**

(a) Subject to the other subsections of this Section 15B(1), a Limited Partner may assign some or all of his Interest by a duly executed, written instrument of assignment, upon obtaining the written consent of the General Partner, which consent shall not be unreasonably withheld. The effective date of the assignment shall be the first day of the month following the date on which the General Partner has received a duly executed counterpart of the instrument of assignment and has consented to the assignment. Until that date, the General Partner and the Partnership shall treat the assignor as the owner of the Interest in all respects.

(b) If a Limited Partner wishes to assign all or a part of his Interest in the Partnership, he shall notify the Partnership and the Partners in writing of the price and terms thereof. The Partnership shall have the option, within fifteen (15) days after receipt of

the notice, to purchase the entire Interest offered upon the terms of the offer. The option may be exercised by giving notice to the offering Limited Partner within the fifteen (15) day period. If the Partnership does not exercise its option, then the Partners shall have the option, within fifteen (15) days after lapse of the Partnership's option, to purchase the entire Interest offered upon the terms of the offer. The option may be exercised by giving notice to the selling Limited Partner within the fifteen (15) day period commencing the day after the lapse of the Partnership's option. If more than one Partner desires to exercise the option, they may purchase the offered Interest in proportion to their respective Interests set forth on Exhibit A unless they otherwise agree. If the Partners do not elect to purchase the entire Interest being offered, then the offering Limited Partner may assign his Interest to persons other than Partners at a price not below nor upon terms more advantageous to the buyer than those contained in the offer; provided, however, that all of the other conditions of this Section 15B(1) shall have been satisfied. If the assignment is not made and consummated within six (6) months after the date of notice of the offer to the Partnership and the Partners, the selling Limited Partner may not thereafter dispose of his Interest without again giving the Partners the option to purchase his Interest as aforesaid.

(c) No assignment may be made if the assignment of the Interest sought to be assigned, when added to the total of all other Interests sold or exchanged within the period of 12 consecutive months prior thereto, would in the opinion of counsel for the Partnership, result in the Partnership being considered to have terminated within the meaning of Section 708 of the Code.

(d) No assignment may be made except pursuant to registration under the applicable securities laws or the opinion of counsel for the Partnership that an assignment may be effected without registration. The restrictions on resale shall be fully set forth on any certificate representing the ownership of any Interest which may be issued by the Partnership and shall also be fully set forth in any transfer records of the Partnership maintained with respect to any such certificates.

(e) No assignment may be made to a minor or incompetent person except by will, intestate succession, or gift under the Uniform Gifts to Minors Act or pursuant to the terms of any inter vivos trust.

(f) Unless named in this Agreement, admitted to the Partnership under other provisions of this Agreement, or admitted to the Partnership by the unanimous agreement of the Partners, no person shall be considered a Partner; and the Partnership, each Partner, and any other person having business with the Partnership need deal only with Partners so named and so admitted. They shall not be required to deal with any other person by reason of any assignment by a Partner or by reason of the death of a Partner, except as otherwise provided in this Agreement. In the absence of substitution of a Limited Partner for an assigning or deceased Limited Partner, any payment to a Partner, or to his executors or administrators, shall acquit the Partnership of all liability to any other person who may be interested in such payment by reason of any assignment by the Partner or by reason of his death or incompetency.

(g) Notwithstanding an assignment, the assignor shall remain liable for any amounts payable under Sections 5C and 5D, unless released by the General Partner.

(2) Substituted Limited Partners.

An assignee may become a substituted Limited Partner in place of his assignor only if all of the following conditions are satisfied:

(a) The requirements of Section 15B(1) have been fulfilled.

(b) The instrument of assignment sets forth the intention of the assignor that the assignee shall succeed to the assignor's interest as a substituted Limited Partner in his place.

(c) The assignor and assignee shall execute and deliver such other instruments as the General Partner may require, including written acceptance by the assignee of the Agreement.

(d) The written consent of the General Partner to the substitution shall have been obtained, which consent may be withheld for any reason in the General Partner's sole determination even if said determination is unreasonable.

(e) The assignee shall have paid all reasonable fees and costs incurred by the Partnership in connection with his substitution as a Limited Partner, as determined by the General Partner.

Until such time, if any, as an assignee becomes a substituted Limited Partner, the assignee shall have none of the rights of a Limited Partner other than the right of his assignor to receive distributions from the Partnership in accordance with the terms of this Agreement.

(3) Assignment Regarding Decedent's Estate.

The Partners recognize that the Partnership has no obligation to admit new Limited Partners as a result of the death of a Limited Partner, because such assignment and substitution requires the written consent of the General Partner in accordance with section 15B(1)(a) of the Agreement. The parties acknowledge and agree that, upon the death of any Limited Partner, the assignee or assignees of the deceased Limited Partner shall not become a substituted Limited Partner unless they organize a single limited liability company at their expense which will be admitted to the Partnership as a single Limited Partner with perpetual existence. The Partners further agree that the sale, assignment, gift, bequest, disposition or other transfer of any kind of a beneficial interest in such limited liability company or other entity shall constitute an assignment requiring written consent of the General Partner as provided in section 15B(1)(a).

(4) Excluded Transfer.

(a) Section 15B(1) shall not apply to any transfer or assignment of an Interest of a bankrupt, deceased or incompetent Partner to the trustee, executor, administrator or guardian of his estate, but shall apply to such trustee, executor, administrator or guardian to the same extent that, under the circumstances of any particular, transfer, sale, assignment, gift, bequest or other disposition, such provision would have applied to the bankrupt, deceased or incompetent Partner.

(b) The restrictions of Section 15B(1) and the requirement of the General Partner's consent under Section 15B(2) shall not apply to the transfer or assignment (in trust or otherwise) by a Partner, whether on death or inter vivos, of all or any part of his Interest (i) to another Partner, (ii) to or for the benefit of himself, his spouse, his siblings, any of his natural or adopted descendants or the spouse of any such descendants, or (iii) in the case of a corporate Partner, to a parent, subsidiary, stockholder, officer, director or corporation under common control with such corporate Partner, except that a transfer described in this subsection may be deferred or restricted as required by any applicable federal or state securities and/or tax laws.

16. DEATH, LEGAL DISABILITY OR INCOMPETENCY, OR BANKRUPTCY OF A LIMITED PARTNER.

Death, legal disability or adjudication of disability, incompetency or bankruptcy of a Limited Partner shall not dissolve the Partnership. In such event, the personal representative of the deceased Limited Partner, or the committee or other legal representatives of the estate of the disabled or incompetent Limited Partner or the trustee or receiver of a bankrupt Limited Partner shall, for purposes of settling the estate, have all of the rights of a Limited Partner but may not become a substituted Limited Partner unless the General Partner consents in writing. In addition, such personal representative, committee or other legal representative, or trustee or receiver shall have the same rights (subject to the same limitations) as its predecessor would have had under Section 15 to assign the predecessor's Partnership interest, but the assignee shall not become a substituted Limited Partner unless the General Partner consents in writing.

17. DISSOLUTION OF THE PARTNERSHIP.

A. Events Causing Dissolution.

Any of the following acts shall dissolve the Partnership:

- (1) Agreement in writing by Partners owning 51% of the total Interests;
- (2) Withdrawal of a sole remaining General Partner;
- (3) The death, incompetency, liquidation, dissolution or bankruptcy of a sole remaining General Partner or the occurrence of any other event causing the dissolution of the Partnership under the laws of the Commonwealth of Virginia. Notice of such death,

incompetency, liquidation, dissolution or bankruptcy shall be given to each of the other Partners by the executor, personal representative or other legal representative of the deceased, incompetent, liquidated, dissolved or bankrupt Partner within sixty (60) days after the date of death or declaration of incompetency, liquidation, dissolution or bankruptcy. The death, incompetency, liquidation, dissolution or bankruptcy of a General Partner shall not cause a dissolution of the Partnership if there remains a legally competent General Partner.

- (4) The sale or other disposition of all or substantially all the Project.
- (5) The expiration of the Partnership's term.

B. Election to Continue Partnership.

Notwithstanding the preceding provisions of Section 17, the events set forth in Section 17A(2) and 17A(3) shall not result in the winding up and termination of the Partnership if, within ninety (90) days after one of those events, all Partners elect to reconstitute the Partnership and continue the Partnership business.

If an election to continue the Partnership business is made, a successor General Partner or General Partners shall be elected by Limited Partners owning a majority of the Interests, and the Partnership shall continue until the end of the term for which it is formed or until the subsequent death, incapacity, dissolution, withdrawal or bankruptcy of the General Partner, in which event, the Partners shall again elect whether they wish to continue the Partnership.

If an election to reconstitute the Partnership is made, or in the event of the death, incompetency, liquidation, dissolution or bankruptcy of a General Partner while there remains a legally competent General Partner, then the General Partner as to which the event described in Section 17A(2) or (3) occurred shall cease to be a General Partner, and the former General Partner or its successor shall become a special Limited Partner with respect to its Interest, with the same rights as it possessed before the dissolution, except any right to manage and control the Partnership's business and affairs.

C. Failure to Continue Partnership.

If the Limited Partners do not elect to continue the Partnership, as set forth in Section 17B, Partners owning in the aggregate a majority of the Interests shall select a person to wind up the Partnership's affairs. The person so selected shall proceed to sell or otherwise liquidate all of the Partnership property in a bona fide sale or sales to outsiders at such prices and upon such terms as that person may deem most advisable. Such sales shall be deemed to be proper acts in the winding up of the affairs of the dissolved Partnership and the Net Proceeds of Sale, after paying or providing for the payment of all Partnership debts, shall be distributed to the Partners in accordance with Section 6G. Upon the termination of the Partnership, the General Partner shall contribute to the Partnership an amount equal to the deficit balance in their Capital Account at

such time and in such manner as shall comply with the requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(3).

D. Withdrawal of a General Partner if There Remains One or More General Partners.

The withdrawal of a General Partner shall not dissolve the Partnership if there is at the time at least one other General Partner, in which case the business of the Partnership shall be carried on by the remaining General Partner or General Partners. In such event, the withdrawing General Partner shall become a special Limited Partner with respect to its Interest, with the same rights as it possessed before the event of withdrawal, except any right to manage and control the Partnership's business end affairs.

18. COUNTERPARTS.

This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart, except that no counterpart shall be binding unless signed by the General Partner.

19. MISCELLANEOUS PROVISIONS.

A. Governing Law.

This Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the Commonwealth of Virginia.

B. Captions.

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

C. Construction.

Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

D. Survival of Representations and Warranties.

All representations and warranties herein shall survive until the termination of the Partnership, except to the extent that a representation or warranty expressly provides otherwise.

E. Severability.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions within this Agreement.

F. Successors.

Subject to the limits on transferability contained herein, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the respective parties hereto.

20. NOTICES.

Each Partner shall keep the General Partner informed of his current business address. The General Partner shall keep the business addresses furnished by the Partners on file at the Partnership offices; and any and all notices required under this Agreement which are in writing and mailed, by registered or certified mail, return receipt requested, to a Partner at the last address given by him to the General Partner, or to the Partnership at its specified office, shall constitute the notice required under this Agreement.

21. AMENDMENT.

A. This Agreement may be amended by the General Partner without the approval of any Limited Partner, if the amendment is solely for the purpose of clarification and does not change the substance hereof.

B. This Agreement may further be amended by the General Partner without the approval of any Limited Partner if such amendment is for the purpose of admitting substituted Limited Partners, and/or reflecting the withdrawal, reduction or return of all or part of the capital contributions of a Partner.

C. This Agreement may further be amended by the General Partner without the approval of any Limited Partner, if the amendment is, in the opinion of counsel for the Partnership, necessary or appropriate to satisfy requirements of the Code with respect to partnerships or of any federal or state securities law or regulations. Any amendment made pursuant to this Section may be made effective as of the date of this Agreement.

D. Notwithstanding Sections 21A, 21B and 21C, any amendment to this Agreement which would adversely affect the federal income tax treatment to be afforded a Limited Partner, adversely affect the liabilities of a Limited Partner, or change the method of allocation of Taxable Income or Taxable Loss, Gain or Loss from Sale, or the distribution of Net Cash from Operations, Net Proceeds from Sale or Net Proceeds from Refinancing as provided in Section 6, shall require the approval of the Limited Partner affected; provided, however, that the General

Partner is authorized to modify Section 6, without the consent of the Limited Partners, if, upon advice of counsel, the modification is necessary to cause the allocations under Section 6 to have substantial economic effect or to be in accordance with the Partners' deemed interests under Section 704 of the Code and the most recently proposed or final regulations thereunder, so long as the modification does not, by its terms, alter the limited liability of the Limited Partners.

E. Except as otherwise specifically provided in Section 21, amendments to this Agreement shall require the approval of the Partners owning 51% of the Interests then owned by them.

F. A copy of any amendment to be approved by the Limited Partners pursuant to Sections 21D and 21E shall be mailed in advance to the Limited Partners. Partners shall be notified as to the substance of any amendment pursuant to Section 21A, 21B and 21C, and upon request shall be furnished a copy thereof.

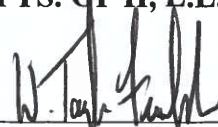
**[REMAINDER OF PAGE LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GENERAL PARTNER:

925 APTS. GP II, L.L.C.

By: _____


W. Taylor Franklin, Manager

LIMITED PARTNERS:

WENDELL C. FRANKLIN

(SEAL)

THOMAS M. JOHNSTON

(SEAL)

W. TAYLOR FRANKLIN

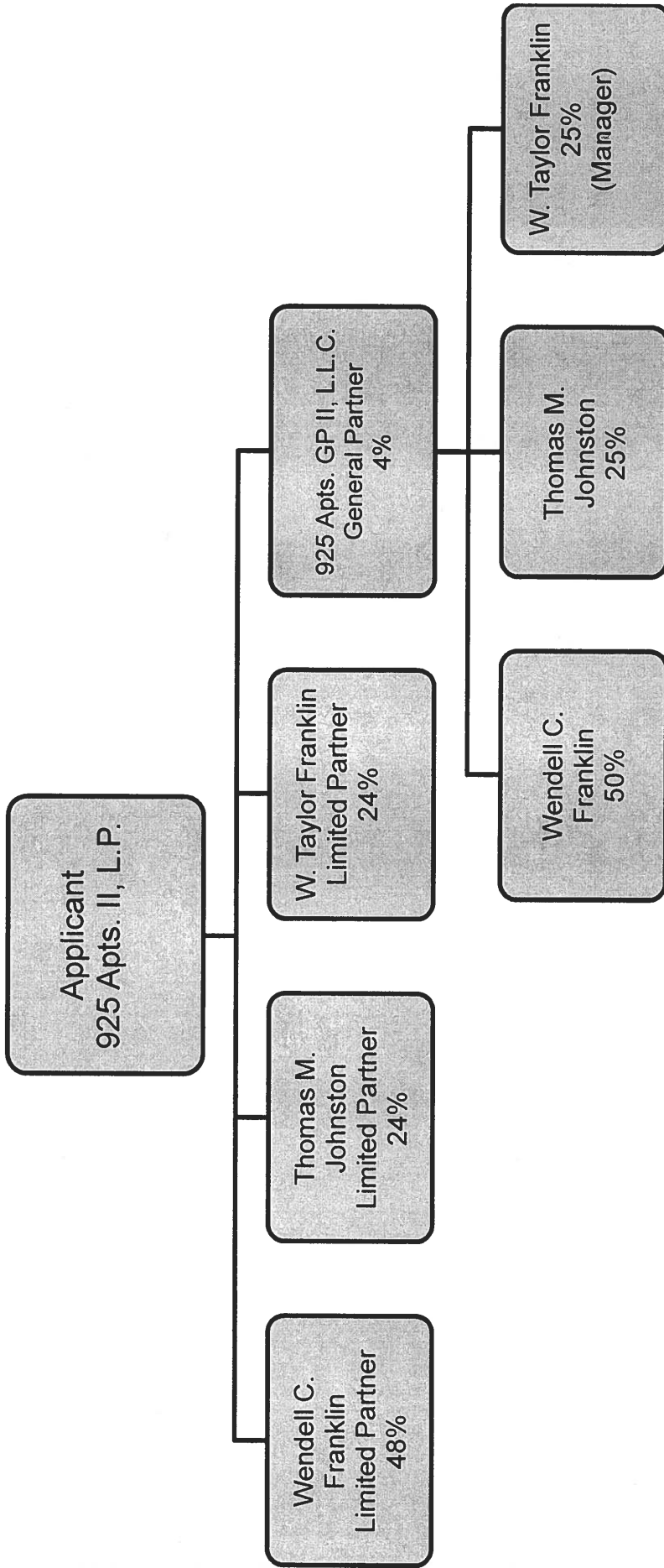
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**EXHIBIT A
TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
925 APTS. II, L.P.**

<u>NAME OF GENERAL PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>INTEREST</u>
925 Apts. GP II, L.L.C. c/o W. Taylor Franklin, Manager The Franklin Johnston Group 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$40.00	4%

<u>NAMES AND ADDRESSES OF LIMITED PARTNERS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>INTEREST</u>
Wendell C. Franklin c/o The Franklin Johnston Group 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$480.00	48%
Thomas M. Johnston c/o The Franklin Johnston Group 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$240.00	24%
W. Taylor Franklin c/o The Franklin Johnston Group 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$240.00	24%
	_____	_____
	\$1,000.00	100%



Draft Developer Fee Agreement

[DRAFT]

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this "Agreement"), is made as of the _____ day of _____, 20__ between **925 APTS. II, L.P.**, a Virginia limited partnership (the "Partnership") and **925 II DEVELOPERS, L.L.C.**, a Virginia limited liability company (the "Developer").

WHEREAS, the Partnership has been formed to acquire, construct, develop, own, maintain and operate a [___]-unit multi-family rental complex for occupancy by persons of low income known, or to be known, as 925 Apartments Phase II located at 925 Military Highway, Virginia Beach, Virginia 23464 (the "Housing Complex"), which Housing Complex is expected to qualify for an allocation of low income housing tax credits ("Tax Credits) pursuant to Section 42 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Partnership desires to engage the Developer to oversee the development and construction of the Housing Complex and perform specified services in connection therewith until all development and construction work is completed; and

WHEREAS, capitalized terms used in this Agreement which are not defined herein shall have the meanings ascribed to such terms in the Partnership's Amended and Restated Agreement of Limited Partnership dated on or about, but prior to, the date of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Undertaking and Appointment.** The Partnership hereby undertakes and agrees to use commercially reasonable efforts to acquire, construct, develop, own, maintain and operate the Housing Complex, and agrees to execute and deliver all contracts, agreements, deeds, deeds of trust and other documents which it deems necessary or desirable to accomplish this purpose. The Partnership engages the Developer to render certain services to and/or for the benefit of the Partnership, and confirms and ratifies such engagement of the Developer with respect to services rendered to and/or for the benefit of the Partnership prior to the date hereof in supervising and overseeing the development and construction of the Housing Complex as herein contemplated. The Developer shall use commercially reasonable efforts to assure that the development and construction of the Housing Complex is completed in accordance with the budget approved by the Partnership and shall not materially deviate from the budget, or any budgeted item, without the prior consent of the Partnership.

2. Developer's Authority. The Developer shall have the authority and the obligation to:

- a. select the architect ("Architect"), coordinate the preparation of the plans (the "Plans and Specifications") for the Housing Complex and recommend alternative solutions whenever design details affect construction feasibility or schedules, it being agreed that the Developer has selected, and the Partnership will engage, **Cox Kleiwer & Company, P.C.**, as Architect;
- b. ensure that the Plans and Specifications, which shall be subject to the Partnership's approval, and which approval will not be delayed or withheld unreasonably, are in compliance with applicable codes, laws, ordinances, rules and regulations;
- c. negotiate all necessary contracts and subcontracts for the construction of the Housing Complex, which shall be subject to the Partnership's approval, and which approval will not be delayed or withheld unreasonably, it being agreed between the parties that the Partnership will engage **Marlyn Development Corporation** as general contractor (the "General Contractor") for construction of the Housing Complex;
- d. choose the products and materials necessary to equip the Housing Complex in a manner which satisfies the requirements of the Plans and Specifications;
- e. develop a construction budget and monitor disbursement and payment of amounts owed the Architect, the engineers, the General Contractor, and the subcontractors;
- f. ensure that the Housing Complex is constructed free and clear of all mechanics' and materialmen's liens, on time and within the budget established by the Partnership and the Developer;
- g. obtain an Architect's certificate that the work on the Housing Complex is substantially complete;
- h. cause the construction of the Housing Complex to be completed in a prompt and expeditious manner, consistent with good workmanship and a reasonable construction schedule approved by the Partnership, and in compliance with the following:
 - (1) the Plans and Specifications as they may be amended;
 - (2) any and all zoning regulations, city ordinances, regulations (including without limitation health, fire and safety regulations), and any and all other

requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Housing Complex;

- i. cause to be performed in a diligent and efficient manner the general administration and supervision of construction of the Housing Complex, including, but not limited to, the activities of the General Contractor and its employees and agents, all required off-site work installed by others, and the activities of any others employed in connection with the development and/or construction of the Housing Complex, all in a manner which complies in all respects with the Plans and Specifications;
- j. reserved;
- k. provide, and periodically update, the Housing Complex construction time schedule;
- l. investigate and recommend a schedule for purchase by the Partnership of all materials and equipment requiring lead time procurement, and expedite and coordinate delivery of such purchases;
- m. coordinate the work to complete the Housing Complex in accordance with the objectives as to cost, time and quality, and provide sufficient personnel with authority to achieve such objectives;
- n. provide regular monitoring as construction progresses, including construction of off-site facilities by others, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Partnership adjustments in the schedule to meet the probable completion date, provide monthly summary reports of such monitoring, and document all changes in the schedule which are approved by the Partnership in its reasonable determination;
- o. provide regular monitoring of the approved estimate of construction costs;
- p. develop and implement a system for review and processing of change orders as to construction of the Housing Complex, with any material change orders being subject to the approval of the Partnership;
- q. establish and implement procedures for expediting the processing and approval of shop drawings; and
- r. record the progress of the Housing Complex and all matters delegated to it under this Agreement and submit written progress reports at least monthly to the Partnership, including the percentage of completion and the number and amounts of change orders and cost records as to the construction.

3. Development Service Fee. For services performed and to be performed under Sections 1 and 2 of this Agreement, the Partnership agrees to pay the Developer a Development Service Fee (“DSF”) in the amount of **\$1,820,840.00**. The DSF shall accrue proportionally as the Developer renders its services hereunder, according to the schedule set forth below. Except for that part of the DSF not yet earned, the DSF shall be payable upon the later of (a) the partnership obtaining Certificates of Occupancy, or (b) the time the Partnership has the funds available to pay the DSF or a part thereof, from (1) capital contributions of its partners, (2) construction or permanent loan proceeds, or (3) such other grants or funds that are received by the Partnership, and there are otherwise sufficient funds to pay all costs of acquiring, constructing and equipping the Housing Complex. If the Partnership does not have sufficient funds to pay the entire DSF after receiving all capital contributions of its partners and all construction or permanent loan proceeds, and grants and funds, then the remainder of the DSF will be carried by the Partnership (the “Deferred Developer Fee”) payable to the Developer. The Partnership will pay such amount in full not later fourteen years and six months after the date that the Housing Complex has been placed in service. Interest on the Deferred Developer Fee will compound annually at a rate equal to the Applicable Federal Rate in effect as of the placed in service date of the Housing Complex.

The DSF shall accrue as follows:

- a) fifteen percent (15%) of the DSF shall be earned upon selection of the Architect and execution of the Architect’s contract;
- b) fifteen percent (15%) of the DSF shall be earned upon selection of the Contractor and the submission of the construction loan application;
- c) fifteen percent (15%) of the DSF shall be earned upon the closing of construction loan financing acceptable to the Partnership;
- d) fifteen percent (15%) of the DSF shall be earned upon completion of the Plans and Specifications;
- e) fifteen percent (15%) of the DSF shall be earned when the Partnership acquires the land and commences construction of the Housing Complex; and
- f) twenty-five percent (25%) of the DSF shall be earned on the date on which a Certificate of Occupancy or substantial completion certificate shall have been issued with respect to each unit in the Housing Complex.

Nothing herein shall be construed to entitle the Developer to any installment of the DSF unless and until all obligations of the Developer which are required to be performed before such installment is due shall have been fully performed in accordance with the terms hereof.

4. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The Developer shall have the right to assign its rights and obligations hereunder to a wholly owned subsidiary, and upon such assignment and

assumption of such rights and obligations, the Developer shall be relieved of any liability hereunder.

5. Attorneys' Fees. In the event either party fails to perform its obligations hereunder, the other party shall be entitled to collect all costs and expenses, including its reasonable attorneys' fees incurred as a result of or in connection with the defaults in addition to damages incurred and all other amounts due hereunder.
6. Termination. Either party shall have the right to terminate this Agreement for cause, upon not less than thirty (30) days' written notice to the other, if the noticed party fails to cure such default within such thirty (30) day period or if the default is not one which can be cured in that time but is susceptible of cure, fails to begin or thereafter to maintain its best efforts to cure. Upon such notice becoming effective as to a default by the Partnership, Developer's obligation to provide further services shall terminate immediately, and the Partnership shall pay the Developer its accrued but unpaid DSF.
7. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.
8. 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. The signature page of any one counterpart may be removed and attached to another identical counterpart to form a single fully executed instrument. Execution of this Agreement may be by facsimile, pdf or other electronic signature which shall be given the same effect as an original signature.
9. No Continuing Waiver. The waiver by any party of any breach of this Agreement shall not operate or be construed to be waiver of any subsequent breach.
10. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Development Agreement to be duly executed as of the date first written above.

PARTNERSHIP:

925 APTS. II, L.P.,
a Virginia limited partnership

By: **925 APTS. GP II, L.L.C.**,
a Virginia limited liability company,
its General Partner

By: _____
W. Taylor Franklin, Manager

DEVELOPER:

925 II DEVELOPERS, L.L.C.,
a Virginia limited liability company

By: _____
Manager

By: _____
Manager

46579125_1

B

Virginia State Corporation
Commission Certification
(MANDATORY)



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

November 15, 2021

Wendy M. Chappell
222 Central Park Avenue
Suite 1700
Virginia Beach, VA, 23462 - 3035

RECEIPT

RE: 925 Apts. II, L.P.
ID: 11263550
FILING NO: 2111153868170
WORK ORDER NO: 202111152166974

Dear Customer:

This is your receipt for \$25.00 to cover the fee for filing a certificate of amendment of a certificate of limited partnership for a limited partnership with this office.

The effective date of the certificate is November 15, 2021.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan
Clerk of the Commission

Delivery Method: Email

**CERTIFICATE OF RESTATEMENT
OF
925 APTS. II, L.P.**

The undersigned, on behalf of the limited partnership set forth below, pursuant to Title 50, Chapter 2.1, Article 2 of the Code of Virginia, states as follows:

1. The name of the limited partnership is 925 Apts. II, L.P.
2. The date of filing of the initial Certificate of Limited Partnership is August 3, 2021.
3. The text of the Restated Certificate of Limited Partnership is attached hereto as Exhibit A and made a part hereof.
3. The restatement does not contain an amendment to the Certificate of Limited Partnership.
4. In accordance with Section 50-73.15 and as evidenced by its signature hereto, the undersigned General Partner of the limited partnership has approved this restatement.

Executed in the name of the limited partnership by:

925 Apts. II, L.P., a Virginia limited partnership

By: 925 Apts. GP II, L.L.C.,
a Virginia limited liability company,
General Partner

By: 
W. Taylor Franklin, sole Manager

11/18/21
Date

VASCC ID#: 11263550

EXHIBIT A

SEE ATTACHED RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

**RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
OF
925 APTS. II, L.P.**

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

1. The name of the limited partnership is 925 Apts. II, L.P.
2. The initial registered office of the limited partnership is in the City of Virginia Beach, Virginia, and its post office address is 300 32nd Street, Suite 310, Virginia Beach, VA 23451-2968. The name of the limited partnership's initial registered agent is James W. Noel, III, Esquire, a resident of Virginia and a member of the Virginia State Bar, and whose business address is the same as the address of the initial registered office of the limited partnership.
3. 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:

General Partner Name and Address	SCC ID#	Jurisdiction of Organization
925 Apts. GP II, L.L.C. 300 32nd Street, Suite 310 Virginia Beach, VA 23451-2968	11263532	Virginia

4. The limited partnership's principal office address, including the street and number, if any, is 300 32nd Street, Suite 310, Virginia Beach, VA 23451-2968.

Signature of General Partner:

925 Apts. II, L.P., a Virginia limited partnership

By: 925 Apts. GP II, L.L.C.,
a Virginia limited liability company,
General Partner

By: 
W. Taylor Franklin, sole Manager

11/8/21
Date

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, August 3, 2021

This is to certify that the certificate of limited partnership of

925 Apts. II, L.P.

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

Effective date: August 3, 2021



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, appearing to read "Bernard J. Dy".

Clerk of the Commission

Limited Partnership - Certificate of Limited Partnership

Entity Information	
Entity Name: 925 Apts. II, L.P.	Entity Type: Limited Partnership
LLP Status: No	
Business Type	
Industry Code: 0 - General	
Duration	
Perpetual(forever)	

Registered Agent Information	
RA Type: An Individual who is a resident of Virginia	Locality: VIRGINIA BEACH CITY
RA Qualification: Member of the Virginia State Bar	
Name: James W. Noel III	Email Address: jnoel@tfjgroup.com
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:	
Registered Office Address: 300 32nd St Ste 310, Virginia Beach, VA, 23451 - 2968, USA	Contact Number: N/A

Principal Office Address
Address: 300 32nd St Ste 310, Virginia Beach, VA, 23451 - 2968, USA

Principal Information		
Title	Name	Address
General Partner	925 Apts. GP II, L.L.C.	300 32nd St Ste 310, Virginia Beach, VA, 23451 - 2968, USA

Signature Information				
Date Signed: 08/03/2021				
Entity Name	Entity Type	Printed Name	Signature	Title
925 Apts. GP II, L.L.C.	Limited Liability Company	Thomas M. Johnston	Thomas M. Johnston	Manager
925 Apts. GP II, L.L.C.	Limited Liability Company	W. Taylor Franklin	W. Taylor Franklin	Manager



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

August 3, 2021

Wendy M. Chappell
222 Central Park Avenue
Suite 1700
Virginia Beach, VA, 23462 - 3035

RECEIPT

RE: 925 Apts. II, L.P.
ID: 11263550
FILING NO: 2108033522408
WORK ORDER NO: 202108031877972

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing a certificate of limited partnership with this office.

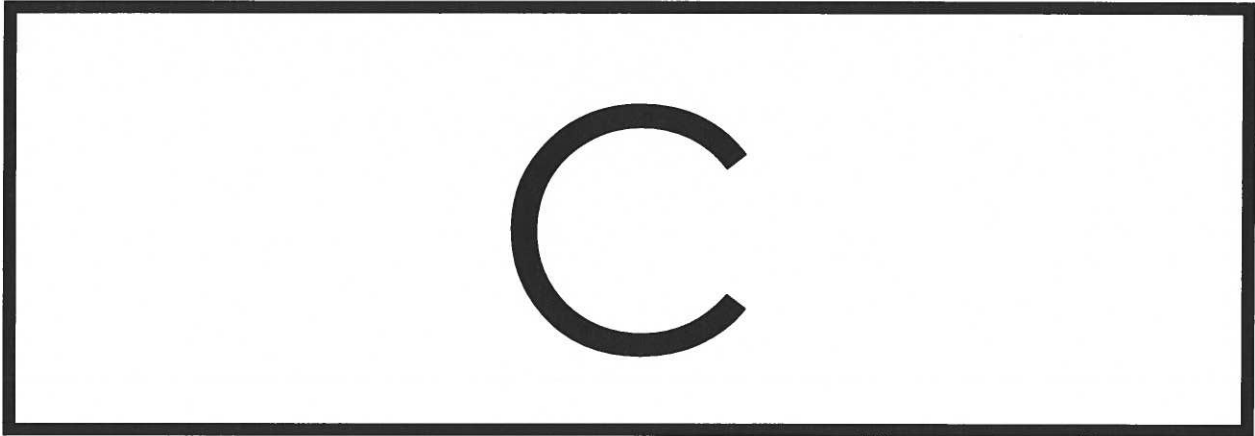
The effective date of the certificate is August 3, 2021.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan
Clerk of the Commission

Delivery Method: Email



C

Principal's Previous
Participation Certification
(MANDATORY)

O. Previous Participation Certification



Previous Participation Certification Instructions

General Instructions:

The following certification:

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

Definitions:

Development - the proposed multifamily rental housing development

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

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

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

Instructions, cont'd

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

Please follow guidelines below for listing principals.

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

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

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



Previous Participation Certification

Development Name: 925 Apartments II
Name of Applicant (entity): 925 Apts. II, L.P.

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 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

W. Taylor Franklin

Printed Name

12/14/2021

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: 925 Apartments II
 Name of Applicant: 925 Apts. II, L.P.

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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Wendell C. Franklin 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 Belleville Harbour Apts. Suffolk, VA	Belleharbour Apts., L.P. (757) 965-6200	Y	120	120	3/16/2004	9/28/2004	N
2 The Orchards at Belleville Harbour Suffolk, VA	Belleville Seniors Apts., L.P. (757) 965-6200	Y	136	112	8/17/2007	12/14/2007	N
3 Independence Square Apts./Portsmouth, VA	ISquare Apts., L.P. (757) 965-6200	Y	152	152	6/28/2006	10/5/2006	N
4 Sea Pines Apts. Virginia Beach, VA	Sea Pines Apts., L.P. (757) 965-6200	Y	96	96	10/1/2002	1/16/2003	N
5 The Crossings at Summerland Woodbridge, VA	Summerland Heights II, L.P. (757) 965-6200	Y	126	126	4/11/2003	12/5/2003	N
6 Somerset Apts. Phase I Gainesville, VA	Somerset Apts., L.P. (757) 965-6200	Y	172	172	1/31/2002	6/20/2002	N
7 Somerset Apts. Phase II Gainesville, VA	Somerset Apts., L.P. (757) 965-6200	Y	104	104	1/31/2002	6/20/2002	N
8 SouthPointe Landing Apts. Richmond, VA	Chippenham Apts., L.P. (757) 965-6200	Y	192	192	11/1/1999	3/14/2000	N
9 South Riding Apts. South Riding, VA	South Riding Apts., L.P. (757) 965-6200	Y	168	168	1/1/1999	8/7/2000	N
10 Summerland Heights I Apts. Woodbridge, VA	Summerland Heights, L.P. (757) 965-6200	Y	206	206	11/3/1997	5/1/1998	N
11 Summerland Heights II Apts. Woodbridge, VA	Summerland Heights II, L.P. (757) 965-6200	Y	112	112	12/14/1998	7/1/1999	N
12 Northpointe Apts. Danville, VA	Twin Branch, L.P. (757) 965-6200	Y	168	168	11/27/1996	4/16/1997	N
13 Arbor Lake Apts. Chesler, VA	Arbor Lakes, L.P. (757) 965-6200	Y	126	126	5/2/1996	8/20/1996	N
14 Taylor Pointe Apts. Chesapeake, VA	Chesapeake Meadows, L.P. (757) 965-6200	Y	120	120	9/30/1995	2/7/1996	N
15 The Pines at Carolina Place/Pineville, NC	Victoria Village, L.P. (757) 965-6200	Y	200	200	12/17/1997	5/20/1998	N
16 Deerfield Crossing Apts. Mebane, NC	Deerfield Apts., L.P. (757) 965-6200	Y	144	144	12/18/1997	2/10/1999	N
17 Whispering Oaks Apts. Portsmouth, VA	Whispering Oaks Apts., L.P. (757) 965-6200	Y	180	180	3/17/2005	11/9/2005	N
18 Crescent Place Apts. Portsmouth, VA	Fountain Parks Apts., L.P. (757) 965-6200	Y	156	156	4/23/2008	7/22/2008	N
19 SouthWind Apts. Portsmouth, VA	SouthWind Apts., L.P. (757) 965-6200	Y	120	120	2/9/2009	7/14/2009	N
20 Heritage Forest Phase I Newport News, VA	SLN 5100, L.P. (757) 965-6200	Y	144	144	5/9/2012	8/28/2012	N
21 Heritage Forest Phase II Newport News, VA	Heritage Forest II, L.P. (757) 965-6200	Y	104	104	2/12/2013	7/12/2013	N
22 The Pointe at Pickett Farms Apts./Norfolk, VA	Pickett Farms Apts., L.P. (757) 965-6200	Y	120	120	9/15/2014	2/3/2015	N
23 Shorehaven Apts. Dumfries, VA	Shorehaven Apts., L.P. (757) 965-6200	Y	240	240	3/25/2014	10/9/2014	N
24 The Pointe at Pickett Farm Phase II/Norfolk, VA	Quill Apts., L.P. (757) 965-6200	Y	180	180	6/16/2015	11/13/2015	N
25 Aquia Fifteen Stafford, VA	Aquia Apts., L.P. (757) 965-6200	Y	256	256	10/21/2016	5/2/2017	N
26 Clairmont Apts. Phase I Norfolk, VA	Clairmont Associates, L.P. (757) 965-6200	Y	84	84	8/21/2017	12/20/2017	N
27 Clairmont Apts. Phase II Norfolk, VA	Clairmont Associates II, L.P. (757) 965-6200	Y	68	68	6/19/2017	12/15/2017	N
28 Two Hundred West I Virginia Beach, VA	TFJG Price St. Apts. I, L.P. (757) 965-6200	Y	152	152	8/26/2019	2/27/2020	N
29 Two Hundred West II Virginia Beach, VA	TFJG Price St. Apts. II, L.P. (757) 965-6200	Y	112	112	11/18/2019	5/13/2020	N
30 Renaissance Apartments I Virginia Beach, VA	Renaissance Apts. I, L.P. (757) 965-6200	Y	96	96	8/24/2020	2/10/2021	N
31 Renaissance Apartments II Virginia Beach, VA	Renaissance Apts. II, L.P. (757) 965-6200	Y	96	96	10/21/2020	4/2/2021	N
32 Riverside Station I Norfolk, VA	Curlew Apts. I, L.P. (757) 965-6200	Y	120	120	in progress	in progress	N
33 Riverside Station II Norfolk, VA	Curlew Apts. II, L.P. (757) 965-6200	Y	116	116	in progress	in progress	N
34 Block 20 Apartments Norfolk, VA	Block 20, L.P. (757) 965-6200	Y	120	83	in progress	in progress	N
35 Block 19 Apartments Norfolk, VA	Block 19, L.P. (757) 965-6200	Y	70	66	in progress	in progress	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and snc 8602 (per entity/development) for a total of 6.

1st PAGE TOTAL: 4,876 4,811 LIHTC as % of Total Units 99%

List of LIHTC Developments (Schedule A)



Development Name: 925 Apartments II
 Name of Applicant: 925 Apts. II, L.P.

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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Thomas M. Johnston 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 Belleville Harbour Apts. Suffolk, VA	Belleharbour Apts., L.P. (757) 965-6200	Y	120	120	3/16/2004	9/28/2004	N
2 The Orchards at Belleville Harbour Suffolk, VA	Belleville Seniors Apts., L.P. (757) 965-6200	Y	136	112	8/17/2007	12/14/2007	N
3 Independence Square Apts./Parlismouth, VA	1 Square Apts., L.P. (757) 965-6200	Y	152	152	6/28/2006	10/5/2006	N
4 Sea Pines Apts. Virginia Beach, VA	Sea Pines Apts., L.P. (757) 965-6200	Y	96	96	10/1/2002	1/16/2003	N
5 The Crossings at Summerland Woodbridge, VA	Summerland Heights II, L.P. (757) 965-6200	Y	126	126	4/11/2003	12/5/2003	N
6 Somerset Apts. Phase I Gainesville, VA	Somerset Apts., L.P. (757) 965-6200	Y	172	172	1/31/2002	6/20/2002	N
7 Somerset Apts. Phase II Gainesville, VA	Somerset Apts., L.P. (757) 965-6200	Y	104	104	1/31/2002	6/20/2002	N
8 SouthPointe Landing Apts. Richmond, VA	Chippenham Apts., L.P. (757) 965-6200	Y	192	192	11/1/1999	3/14/2000	N
9 South Riding Apts. South Riding, VA	South Riding Apts., L.P. (757) 965-6200	Y	168	168	1/1/1999	8/7/2000	N
10 Summerland Heights I Apts. Woodbridge, VA	Summerland Heights, L.P. (757) 965-6200	Y	206	206	11/3/1997	5/1/1998	N
11 Summerland Heights II Apts. Woodbridge, VA	Summerland Heights II, L.P. (757) 965-6200	Y	112	112	12/14/1998	7/1/1999	N
12 Northpointe Apts. Danville, VA	Twin Branch, L.P. (757) 965-6200	Y	168	168	11/27/1996	4/16/1997	N
13 Arbor Lake Apts. Chester, VA	Arbor Lakes, L.P. (757) 965-6200	Y	126	126	5/2/1996	8/20/1996	N
14 Taylor Pointe Apts. Chesapeake, VA	Chesapeake Meadows, L.P. (757) 965-6200	Y	120	120	9/30/1995	2/7/1996	N
15 The Pines of Carolina Place/Pineville, NC	Victoria Village, L.P. (757) 965-6200	Y	200	200	12/17/1997	5/20/1998	N
16 Deerfield Crossing Apts. Mebane, NC	Deerfield Apts., L.P. (757) 965-6200	Y	144	144	12/18/1997	2/10/1999	N
17 Whispering Oaks Apts. Portsmouth, VA	Whispering Oaks Apts., L.P. (757) 965-6200	Y	180	180	3/17/2005	11/9/2005	N
18 Crescent Place Apts. Portsmouth, VA	Fountain Parks Apts., L.P. (757) 965-6200	Y	156	156	4/23/2008	7/22/2008	N
19 SouthWind Apts. Portsmouth, VA	SouthWind Apts., L.P. (757) 965-6200	Y	120	120	2/9/2009	7/14/2009	N
20 Heritage Forest Phase I Newport News, VA	SLN 5100, L.P. (757) 965-6200	Y	144	144	5/9/2012	8/28/2012	N
21 Heritage Forest Phase II Newport News, VA	Heritage Forest II, L.P. (757) 965-6200	Y	104	104	2/12/2013	7/12/2013	N
22 The Pointe at Pickett Farms Apts./Norfolk, VA	Pickett Farms Apts., L.P. (757) 965-6200	Y	120	120	9/15/2014	2/3/2015	N
23 Shorehaven Apts. Dumfries, VA	Shorehaven Apts., L.P. (757) 965-6200	Y	240	240	3/25/2014	10/9/2014	N
24 The Pointe at Pickett Farm Phase II/Norfolk, VA	Quill Apts., L.P. (757) 965-6200	Y	180	180	6/16/2015	11/13/2015	N
25 Aquia Fifteen Stafford, VA	Aquia Apts., L.P. (757) 965-6200	Y	256	256	10/21/2016	5/2/2017	N
26 Clairmont Apts. Phase I Norfolk, VA	Clairmont Associates, L.P. (757) 965-6200	Y	84	84	8/21/2017	12/20/2017	N
27 Clairmont Apts. Phase II Norfolk, VA	Clairmont Associates II, L.P. (757) 965-6200	Y	68	68	6/19/2017	12/15/2017	N
28 Two Hundred West I Virginia Beach, VA	TFJG Price St. Apts. I, L.P. (757) 965-6200	Y	152	152	8/26/2019	2/27/2020	N
29 Two Hundred West II Virginia Beach, VA	TFJG Price St. Apts. II, L.P. (757) 965-6200	Y	112	112	11/18/2019	5/13/2020	N
30 Renaissance Apartments I Virginia Beach, VA	Renaissance Apts. I, L.P. (757) 965-6200	Y	96	96	8/24/2020	2/10/2021	N
31 Renaissance Apartments II Virginia Beach, VA	Renaissance Apts. II, L.P. (757) 965-6200	Y	96	96	10/21/2020	4/2/2021	N
32 Riverside Station I Norfolk, VA	Curlaw Apts. I, L.P. (757) 965-6200	Y	120	120	in progress	in progress	N
33 Riverside Station II Norfolk, VA	Curlaw Apts. II, L.P. (757) 965-6200	Y	116	116	in progress	in progress	N
34 Block 20 Apartments Norfolk, VA	Block 20, L.P. (757) 965-6200	Y	120	83	in progress	in progress	N
35 Block 19 Apartments Norfolk, VA	Block 19, L.P. (757) 965-6200	Y	70	66	in progress	in progress	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and snc 8602 (per entity/development) for a total of 6.

1st PAGE TOTAL: 4,876 4,811 LIHTC as % of Total Units 99%

List of LIHTC Developments (Schedule A)



Development Name: 925 Apartments II
 Name of Applicant: 925 Apts. II, L.P.

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 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: W. Taylor Franklin Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
Y or N

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Belleville Harbour Apts. Suffolk, VA	Belleharbour Apts., L.P. (757) 965-6200	N	120	120	3/16/2004	9/28/2004	N
2	The Orchards at Belleville Harbour Suffolk, VA	Belleville Seniors Apts., L.P. (757) 965-6200	N	136	112	8/17/2007	12/14/2007	N
3	Independence Square Apts./Portsmouth, VA	I Square Apts., L.P. (757) 965-6200	N	152	152	6/28/2006	10/5/2006	N
4	Whispering Oaks Apts. Portsmouth, VA	Whispering Oaks Apts., L.P. (757) 965-6200	N	180	180	3/17/2005	11/9/2005	N
5	Crescent Place Apts. Portsmouth, VA	Fountain Parks Apts., L.P. (757) 965-6200	N	156	156	4/23/2008	7/22/2008	N
6	SouthWind Apts. Portsmouth, VA	SouthWind Apts., L.P. (757) 965-6200	N	120	120	2/9/2009	7/14/2009	N
7	Heritage Forest Phase I Newport News, VA	SLN 5100, L.P. (757) 965-6200	Y	144	144	5/9/2012	8/28/2012	N
8	Heritage Forest Phase II Newport News, VA	Heritage Forest II, L.P. (757) 965-6200	Y	104	104	2/12/2013	7/12/2013	N
9	The Pointe at Pickett Farms Apts./Norfolk, VA	Pickett Farms Apts., L.P. (757) 965-6200	Y	120	120	9/15/2014	2/3/2015	N
10	Shorehaven Apts. Dumfries, VA	Shorehaven Apts., L.P. (757) 965-6200	Y	240	240	3/25/2014	10/9/2014	N
11	The Pointe at Pickett Farm Phase II/Norfolk, VA	Quill Apts., L.P. (757) 965-6200	Y	180	180	6/16/2015	11/13/2015	N
12	Aquia Fifteen Stafford, VA	Aquia Apts., L.P. (757) 965-6200	Y	256	256	10/21/2016	5/2/2017	N
13	Clairmont Apts. Phase I Norfolk, VA	Clairmont Associates, L.P. (757) 965-6200	Y	84	84	8/21/2017	12/20/2017	N
14	Clairmont Apts. Phase II Norfolk, VA	Clairmont Associates II, L.P. (757) 965-6200	Y	68	68	6/19/2017	12/15/2017	N
15	Two Hundred West I Virginia Beach, VA	TFJG Price St. Apts. I L.P. (757) 965-6200	Y	152	152	8/26/2019	2/27/2020	N
16	Two Hundred West II Virginia Beach, VA	TFJG Price St. Apts. II, L.P. (757) 965-6200	Y	112	112	11/18/2019	5/13/2020	N
17	Renaissance Apartments I Virginia Beach, VA	Renaissance Apts. I L.P. (757) 965-6200	Y	96	96	8/24/2020	2/10/2021	N
18	Renaissance Apartments II Virginia Beach, VA	Renaissance Apts. II, L.P. (757) 965-6200	Y	96	96	10/21/2020	4/2/2021	N
19	Riverside Station I Norfolk, VA	Curlew Apts. I, L.P. (757) 965-6200	Y	120	120	in progress	in progress	N
20	Riverside Station II Norfolk, VA	Curlew Apts. II, L.P. (757) 965-6200	Y	116	116	in progress	in progress	N
21	Block 20 Apartments Norfolk, VA	Block 20, L.P. (757) 965-6200	Y	120	83	in progress	in progress	N
22	Block 19 Apartments Norfolk, VA	Block 19, L.P. (757) 965-6200	Y	70	66	in progress	in progress	N
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1st PAGE
 TOTAL: 2,942 2,877 LIHTC as % of
98% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

E

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

PARTIAL ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT (this "*Assignment*"), made effective as of this 18th day of November, 2021, by and between 925 APTS. I, L.P., a Virginia limited partnership ("*Assignor*"); and 925 APTS. II, L.P., a Virginia limited partnership ("*Assignee*").

WITNESSETH:

WHEREAS, Franklin Johnston Group Management & Development, LLC, a Virginia limited liability company, as Buyer ("*Franklin Johnston*"), entered into that certain Purchase Agreement dated as of September 28, 2020 (the "*Original Agreement*") with Wildwood Park, L.L.C., a Virginia limited liability company ("*Seller*"), as Seller, as assigned by Franklin Johnston to Assignor by that certain Assignment of Purchase Agreement dated as of January 20, 2021 (the "*Assignment*"), and as amended by that certain Amendment to Purchase Agreement dated as of March 12, 2021 (the "*First Amendment*"), by that certain Second Amendment to Purchase Agreement dated as of March 16, 2021 (the "*Second Amendment*"), and by that certain Third Amendment to Purchase Agreement dated as of August 30, 2021 (the "*Third Amendment*" and, together with the Original Agreement, the Assignment, the First Amendment and the Second Amendment, the "*Agreement*") for the purchase of certain property located in the City of Virginia Beach, Virginia, as more particularly described in the Agreement; and

WHEREAS, Section 10.2 of the Agreement permits Franklin Johnston to assign its rights in the Agreement, in whole or in part, to any entity or entities affiliated with or controlled by Assignor, and Assignor desires to assign Assignor's right, title and interest in and under the Agreement with respect to its acquisition of that certain portion of the Property (as defined in the Agreement) referred to as "Phase II" in the Second Amendment and labeled as "Phase Two – 4%" containing approximately 4.39 acres, as shown on that certain plat entitled "New Multi-Family Development 925 S. Military Highway" prepared by Cox Kliewer & Company and dated September 23, 2020, a copy of which is attached hereto as Exhibit A (the "*Phase II Property*"), to Assignee, being affiliated with Franklin Johnston, and Assignee desires to assume all of the rights and obligations of Assignor under the Agreement with respect to the Phase II Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys unto Assignee, all of Assignor's right, title and interest in, to and under the Agreement with respect to the Phase II Property. Assignor represents and warrants that Assignor has not made any previous assignment of the Agreement or any of its rights with respect to the Phase II Property.
2. Assumption. By its acceptance hereof, Assignee hereby assumes all of Assignor's right, title and interest in, to and under the Agreement with respect to the Phase II Property and the obligations of Assignor set forth in the Agreement pertaining to the Phase II Property, and Assignee agrees to be bound by all of the terms and conditions of the Agreement with

respect thereto. From and after the date hereof, Assignee shall exercise all of the rights of the "Buyer" under the Agreement with respect to the Phase II Property as if it were the original party thereto.

3. Purchase Price. For and in consideration of the Assignment, at Closing, Assignee shall pay to Seller the sum of One Million Nine Hundred Eighty-Six Thousand Three Hundred Sixty-Four and No/100 Dollars (\$1,986,364.00).
4. Condominium. At the Closing (as defined in the Agreement) on the Property, Assignor and Assignee acknowledge and agree that a condominium regime to be known as "925 Apartments, A Condominium" may be created before the Phase II Property is conveyed to Assignee, and assignee may thereafter acquire the Phase II Property in the form of a condominium unit.
5. Miscellaneous.
 - a. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
 - b. This Assignment may be executed in any number of counterparts which together shall constitute the agreement of the parties. The article headings herein contained are for purposes of identification only and shall not be considered in construing this Assignment.
 - c. This Assignment and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns whenever the context so requires or admits.


[Remainder of this page intentionally left blank; signature page follows.]


IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

925 APTS. I, L.P.,
a Virginia limited partnership

By: 925 Apts. GP I, L.L.C.,
a Virginia limited liability company,
its General Partner

By: 
Name: Thomas M. Johnston
Title: Manager

By: 
Name: W. Taylor Franklin
Title: Manager

ASSIGNEE:

925 APTS. II, L.P.,
a Virginia limited partnership

By: 925 Apts. GP II, L.L.C.,
a Virginia limited liability company,
its General Partner


By: 
Name: W. Taylor Franklin
Title: Manager

EXHIBIT A

Plat

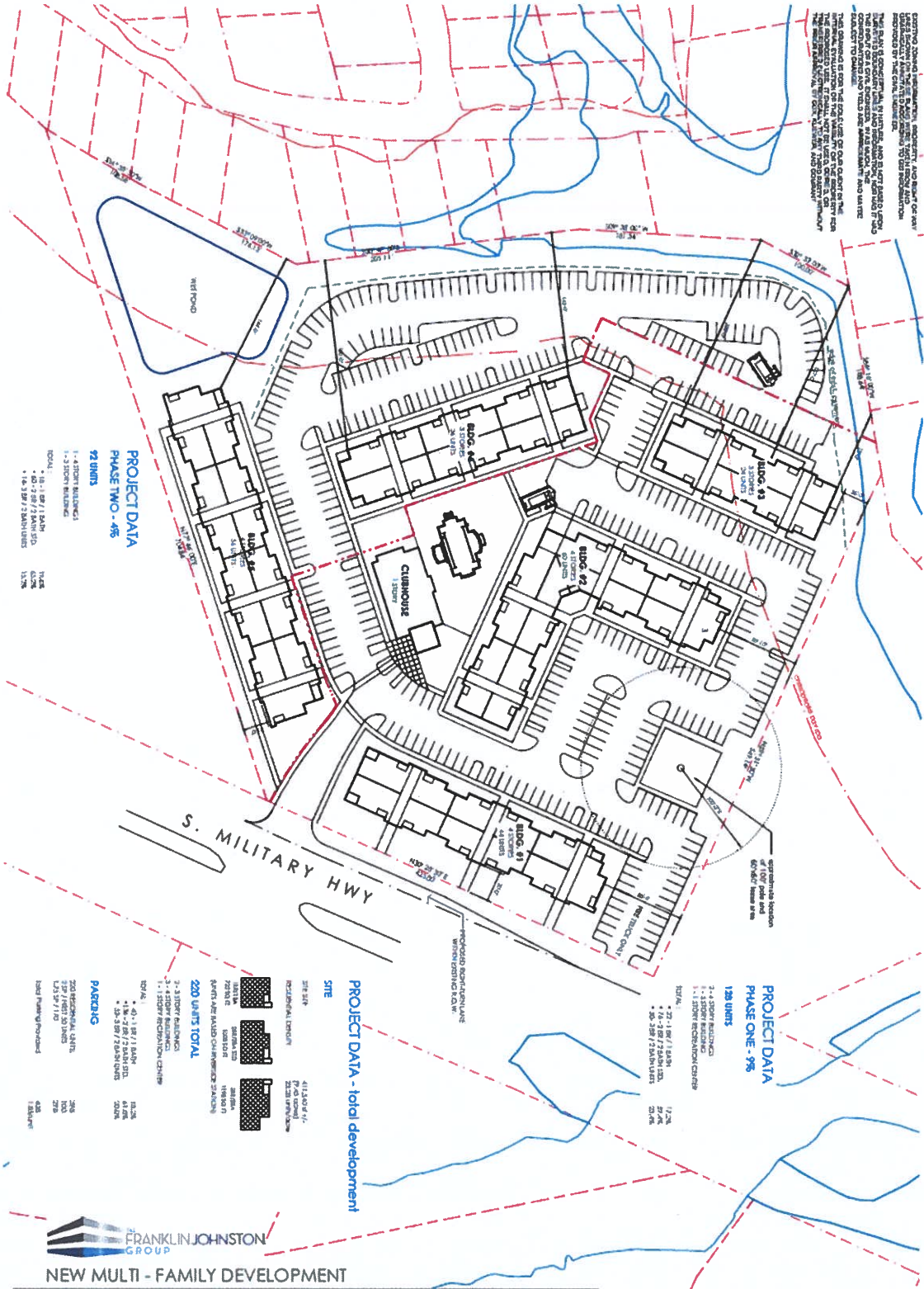


EXHIBIT A
 THE PLAN IS CONCEPTUAL IN NATURE AND IS NOT BOUND TO BE
 CONSIDERED A FINAL DESIGN. THE PLAN IS SUBJECT TO THE
 APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF
 TRANSPORTATION AND PUBLIC SAFETY. THE PLAN IS SUBJECT TO THE
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 APPROVAL OF THE LOCAL GOVERNMENT AND THE STATE DEPARTMENT OF
 TRANSPORTATION AND PUBLIC SAFETY.

FRANKLIN JOHNSTON GROUP

NEW MULTI - FAMILY DEVELOPMENT

925 S. MILITARY HIGHWAY

FRANKLIN JOHNSTON GROUP
 S. MILITARY HIGHWAY
 VIRGINIA BEACH, VIRGINIA

9/23/20

Clark, Kiewit & Clark, P.C.

ATTORNEYS AT LAW

1000 W. MARKET STREET, SUITE 200
 VIRGINIA BEACH, VIRGINIA 23462

TEL: 757.433.7000
 FAX: 757.433.7001
 WWW.CLARKKIEWITCLARK.COM

ASSIGNMENT OF PURCHASE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AGREEMENT, made this 20th day of January, 2021, by FRANKLIN JOHNSTON GROUP MANAGEMENT & DEVELOPMENT, LLC, a Virginia limited liability company (“Assignor”), in favor 925 APTS. I, L.P., a Virginia limited partnership (“Assignee”).


For value received, Assignor hereby assigns and transfers to Assignee, all of Assignor’s right, title and interest in and to that certain Purchase Agreement dated as of September 28, 2020 (as amended from time to time, the “Agreement”) by and between Assignor, as Purchaser, and WILDWOOD PARK, L.L.C., a Virginia limited liability company, as Seller, for the purchase of that certain real property and improvements thereon located at 925 S. Military Highway, all in the City of Virginia Beach, Virginia, as more particularly described in the Agreement. In accepting this Assignment, the Assignee agrees to perform all the Assignor’s obligations under the Agreement and as between Assignor and Assignee, will indemnify and hold Assignor harmless of and from any and all liabilities arising under the Agreement.

[Signature page follows.]

WITNESS the following signatures and seals:

ASSIGNOR:

**FRANKLIN JOHNSTON GROUP MANAGEMENT &
DEVELOPMENT, LLC,**
a Virginia limited liability company


By: 
Name: W. Taylor Franklin
Title: Manager


By: 
Name: Thomas M. Johnston
Title: Manager

ASSIGNEE:

925 APTS. I, L.P.,
a Virginia limited partnership

By: 925 Apts. GP I, L.L.C.,
a Virginia limited liability company,
its General Partner

By: 
Name: W. Taylor Franklin
Title: Manager

By: 
Name: Thomas M. Johnston
Title: Manager

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), is made as of this 28th day of September, 2020, by and between WILDWOOD PARK, L.L.C., a Virginia limited liability company ("Seller"); and FRANKLIN JOHNSTON GROUP MANAGEMENT & DEVELOPMENT, LLC, a Virginia limited liability company, and/or assigns ("Buyer").

RECITALS

A. Seller owns a parcel containing approximately 10 acres of land with existing improvements thereon being located in the City of Virginia Beach, Virginia and having an address of 925 S. Military Highway, Virginia Beach, VA 23464 (GPIN 1456-04-8084-0000) (the "Property"), which Property is more particularly described on the attached Exhibit A.

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's right, title and interest in and to the Property for the purpose of constructing certain buildings, infrastructure, and other improvements associated with a multifamily residential development consisting of a minimum of 200 units, which Buyer intends to develop on the Property (the "Intended Use" or the "Project").

AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree and covenant as follows:

Article 1.

Sale and Purchase of Property

Section 1.1. Sale and Purchase. Pursuant to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to purchase the Property, together with all easements, licenses, approvals, permits, rights-of-way, and appurtenances belonging to the Property, provided the same do not render title uninsurable or unmarketable.

Section 1.2. Purchase Price. The purchase price of the Property (the "Purchase Price") shall be Four Million Seven Hundred Fifty Thousand and No/100 Dollars (\$4,750,000.00). At Closing (as hereinafter defined) Buyer shall pay in cash or other immediately available funds the Purchase Price less the Deposit.

Section 1.3. Deposit. Within five (5) business days after full execution of this Agreement, Buyer shall deposit One Hundred Thousand and No/100 Dollars (\$100,000.00) (the "Deposit") with BridgeTrust Title Group, ("Escrow Agent") who shall hold the Deposit in a non-interest bearing, federally insured account. Except as otherwise expressly provided herein, (a) a Twenty Five Thousand Dollar (\$25,000.00) portion of the Deposit (the "Re-Zoning Period Deposit Portion") shall become nonrefundable upon the expiration of the Re-Zoning Period (as hereinafter defined) without termination by Buyer, and (b) the remaining Seventy Five Thousand Dollar (\$75,000.00) portion of the Deposit (the "Tax Credit Receipt Portion") shall become non-

refundable upon expiration of the Tax Credit Receipt Deadline (as hereinafter defined) without termination by Buyer. The Deposit shall be applied to the Purchase Price at Closing.

Section 1.4. Prorations. Subject to Section 1.5 below, Buyer and Seller shall prorate and apportion all the following costs and expenses as of the Closing Date (as hereinafter defined) according to their respective periods of ownership of the Property: state and local ad valorem taxes (with any applicable penalties, late fees, or interest accruing thereon being paid by Seller); special or general assessments; utility charges including, but not limited to, water, storm and sanitary sewer charges; rents (if any), and all other items customarily prorated.

Section 1.5. Taxes. Seller shall be responsible for any and all rollback taxes applicable to the Property as a result of the Re-Zoning (as hereinafter defined) or the transaction contemplated herein.

Article 2. Study Period

Section 2.1. Buyer's Studies/Wetlands Confirmation.

a. **Study Period.** Upon the full execution of this Agreement and for a period of sixty (60) days thereafter (the "Study Period"), Buyer and its agents may enter and access the Property and perform any tests, evaluations, studies or reports including, without limitation, the following: title examination, appraisal, physical survey, soil borings or testing, compaction tests, environmental inspections, engineering studies, topographic inspections, economic feasibility studies and any other studies or reports Buyer shall deem necessary or desirable in connection with Buyer's contemplated purchase of the Property (collectively, "Studies"). All Studies shall be conducted at Buyer's sole cost and expense.

b. **Seller's Provision of Studies.** Within five (5) days after full execution of this Agreement, Seller shall deliver to Buyer all Studies in possession of Seller, or any other party controlled by or related to Seller including, without limitation, the following: the most recent title policy and survey of the Property, the organizational and/or governing documents of Seller, any environmental reports performed with respect to the Property, any engineering reports performed with respect to the Property, any wetlands studies, delineations, or determinations performed with respect to the Property, a true and accurate copy of the Lease (as hereinafter defined) and any modifications thereof, and any other documents or agreements affecting or encumbering the Property whether or not they appear in the public land records.

Section 2.2. Indemnification/Insurance. Buyer shall indemnify, defend and hold Seller harmless from and against all cost, loss, damage and expense, including reasonable attorneys' fees, arising out of any Studies conducted by or at the request of Buyer upon the Property; however, no individual member or manager of Buyer shall be held liable in accordance with the aforementioned indemnification. The indemnification contained in this Section does not include indemnification for loss, cost or expense resulting from any unfavorable test results or the discovery of any undesirable existing conditions on the Property, including, without limitation, any loss resulting from any decrease in the fair market value of all or any portion of the Property, or the inability of Seller to market the Property due to any such discovery or unfavorable test

results. The obligations of Buyer under this Section 2.2 shall survive Closing and/or the earlier termination of this Agreement. Buyer shall maintain commercial general liability insurance in commercially reasonable amounts with respect to Buyer's activities on the Property.

Section 2.3. Termination During Study Period. If Buyer is dissatisfied with the results of any of the Studies for any or no reason, or if Buyer determines, in Buyer's sole discretion, that all or a portion of the Property is unsuitable to Buyer for any reason including, without limitation, economic feasibility, then Buyer may terminate this Agreement on or before the expiration of the Study Period by giving written notice to Seller. In such event, the Escrow Agent shall refund the entire Deposit to Buyer, and this Agreement shall terminate and become null and void, at which time the parties shall have no further rights or obligations to one another other than those that expressly survive the termination of this Agreement pursuant to the terms hereof, and Buyer will provide Seller with copies of any Studies performed by Buyer with respect to the Property. If Buyer does not terminate this Agreement prior to the expiration of the Study Period, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 2.3.

Section 2.4. Title Objections. Notwithstanding Buyer's right to terminate this Agreement during the Study Period, if Buyer determines there are objectionable matters discovered during a title examination and/or survey of the Property (collectively, "Objections"), then, before the expiration of the Study Period, Buyer shall have the right to notify Seller of its Objections in writing. Within five (5) days after receipt of Buyer's notice, Seller shall elect in writing to either (a) cure one or more of the Objections, in which case Seller shall have a reasonable period of time to complete its cure prior to Closing, or (b) not cure the Objections. If Seller fails to make an election within such five (5) day period or elects not to cure one or more of the Objections, then Buyer may elect to terminate this Agreement by giving Seller written notice thereof within five (5) days after Seller fails to make an election or Seller's election not to cure the Objection(s), in which event Escrow Agent shall refund the entire Deposit to Buyer, and this Agreement shall terminate and become null and void and the parties shall have no further rights or obligations hereunder except for Buyer's indemnification obligation under Section 2.2. If Buyer does not inform Seller of its election to terminate within the five (5) day period set forth in the immediately preceding sentence, then Buyer shall be deemed to have waived the Objection(s).

Section 2.5. Lease. The Property is currently subject to a lease, as amended, by and between Seller and TowerCo (the "Tenant") dated February 27, 2014 (the "Lease"), which lease permits the Tenant to keep and maintain a cellular tower and related equipment and structures on a portion of the Property. Pursuant to Second Amendment to the Lease, payment terms were converted from monthly installments to a one-time lump sum payment for remainder of Lease term (the "Lump Sum"). Seller has disclosed that the Lease contains a right of first refusal in favor of the Tenant in connection with the purchase of the Property by a third party. Within fifteen (15) business days after full execution of this Agreement, Seller shall provide Buyer with written confirmation executed by the Tenant (in compliance with any applicable provision of the Lease) that the Tenant waives its right of first refusal with respect to Buyer's purchase of the Property pursuant to this Agreement, as the same may be modified or amended

Article 3. Governmental Approvals

Section 3.1. Re-Zoning Period. Seller and Buyer acknowledge that the development of Buyer's Intended Use will require approval by the Virginia Beach City Council of a conditional re-zoning to an appropriate zoning classification subject to terms and conditions acceptable to Buyer in its sole discretion (the "Re-Zoning"). Buyer shall have a period of one hundred eighty (180) days after the expiration of the Study Period (the "Re-Zoning Period") within which to obtain the Re-Zoning. If Buyer determines in its sole discretion at any time during the Re-Zoning Period that it will be unable to obtain the Re-Zoning (subject to conditions and/or exactions acceptable to Buyer in Buyer's sole discretion) before the expiration of the Re-Zoning Period, then Buyer may elect to terminate this Agreement by giving Seller written notice thereof prior to the expiration of the Re-Zoning Period, in which event the Deposit shall be returned to Buyer, this Agreement shall become null and void, Buyer will provide Seller with copies of any Studies performed by Buyer with respect to the Property, and the parties shall have no further rights or obligations to one another hereunder except for Buyer's indemnification obligation under Section 2.2. If Buyer does not terminate this Agreement prior to the expiration of the Re-Zoning Period, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.1.

Section 3.2. Other Approvals/Cooperation. During the term of this Agreement, Buyer may pursue other governmental permits and approvals (including, without limitation, site plan approval and building permit approval) necessary for Buyer's Intended Use (subject to the conditions and/or exactions acceptable to Buyer in Buyer's sole discretion) (the "Approvals") at Buyer's sole cost and expense. Seller and Buyer, and their respective agents, employees and contractors, shall act in good faith and use commercially reasonable efforts to cooperate in the preparation, submission and approval of any required application(s) (and other associated materials) for the Approvals.

Article 4. Tax Credit Approval

Section 4.1. Tax Credit Approval Period. Seller and Buyer acknowledge that the development of Buyer's Intended Use on the Property will require the allocation of low income housing tax credits by the Virginia Housing Development Authority (the "Tax Credits") in an amount and upon terms satisfactory to Buyer in Buyer's sole discretion (the "Tax Credit Allocation"). Buyer shall have until July 15, 2021 (the "Tax Credit Receipt Deadline") to obtain the Tax Credit Allocation. In the event Buyer does not receive the Tax Credit Allocation by the Tax Credit Receipt Deadline, Buyer may elect to terminate this Agreement by giving Seller written notice of termination within five (5) business days after the Tax Credit Receipt Deadline, in which event a Seventy-Five Thousand Dollar (\$75,000.00) portion of the Deposit will be returned to Buyer, a Twenty-Five Thousand Dollar (\$25,000.00) portion of the Deposit will be paid to Seller, and the parties will have no further rights or obligations under this Agreement.

Article 5. Conveyance of Property

Section 5.1. Closing. The consummation of the transaction contemplated by this Agreement ("Closing") shall occur on September 1, 2021 ("Closing Date"). Closing shall occur at the offices of Buyer's counsel or the offices of the Escrow Agent, as Buyer may direct, and all

deliveries required by Seller and Buyer hereunder shall be made to the Escrow Agent, who shall settle the transaction contemplated by this Agreement. Buyer may extend the Closing Date for up to two (2) periods of thirty (30) days each (each an "Extension Period") by delivering to Seller a written notice of extension prior to the then current Closing Date, and simultaneously delivering to the Escrow Agent the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (each an "Extension Deposit") (which Extension Deposit(s) shall be immediately nonrefundable to Buyer except as otherwise provided herein and shall not be applied to the Purchase Price at Closing).

Section 5.2. Buyer's Right to Expedite Closing Date. Notwithstanding any other provision contained in Section 5.1, above, Buyer shall have the right to settle this transaction prior to the Closing Date on a date assigned by Buyer, provided that (a) all conditions contained in Article 7 of this Agreement have been either satisfied or waived in writing by the party having authority to do so, and (b) Buyer has given Seller at least ten (10) days' written notice prior to the new date of Closing.

Section 5.3. Seller's Deliveries at Closing. Unless an earlier date is specified in this Section, on or before the Closing Date, Seller shall, at its own expense, prepare and deliver, in addition to any other document required to be delivered by Seller under the terms of this Agreement, the following to the settlement agent conducting the Closing:

a. **Deed and Possession.** A duly-executed and authorized special warranty deed conveying the Property to Buyer, as set forth herein, together with possession of the Property in an "AS-IS" condition, free and clear any liens, encumbrances, or rights of possession (including but not limited to Objections Seller elects to cure but fails to cure prior to Closing, and/or title matters arising after the expiration of the Study Period) other than those deemed waived by Buyer pursuant to Article 2, above and parties in possession under the Lease to be assigned to Buyer pursuant to Subsection 2.5, above. Seller shall submit a deed for Buyer's review prior to Closing.

b. **Lease Documents.** Two counterpart originals of an Assignment and Assumption of Lease reasonably satisfactory to Seller and Buyer with respect to the Lease and any related security deposits (the "Assignment of Lease"), together with an estoppel certificate executed by Tenant in a form reasonably acceptable to Buyer's lender and title company.

c. **Owner's Affidavit.** A duly-executed affidavit, in a reasonable form prescribed by the title insurance company used by Buyer and containing gap indemnification language, certifying that the Property is not subject to any unrecorded agreements, leases or rights of possession other than the Lease, and that no work has been performed upon the Property by or on behalf of Seller prior to Closing that would allow a mechanic's, laborers' or materialmen's lien to attach to the Property.

d. **Tax Forms.** A duly-executed residency status tax reporting form reasonably required by Buyer, Buyer's title company, or the settlement agent conducting Closing, including, without limitation, Virginia Form R-5 or R-5B, a FIRPTA form certifying Seller is not a "foreign person," as defined by Section 1445 of the Internal Revenue Code, an IRS Form 1099 or 1099-S, and any other forms required to be produced to tax authorities in connection with the transfer of the Property.

e. **Seller's Closing Costs.** Seller shall pay Seller's attorney's fees, any applicable grantor's taxes, and any prorations due from Seller for the period of Seller's ownership of the Property prior to and including the Closing Date.

f. **Authorizations.** Prior to Closing, Seller shall deliver (to the extent applicable and not previously delivered pursuant to Section 2.1(b)) copies of Seller's organizational documents, resolutions, or other evidence acceptable to Buyer's counsel and its title company demonstrating Seller's authority to convey the Property to Buyer.

g. **Settlement Statement.** An approved settlement statement signed by Seller.

h. **Miscellaneous Documents.** Prior to or at Closing, Seller shall deliver any other document(s) reasonably required by Buyer's title company or lender.

Section 5.4. Buyer's Deliveries at Closing. At Closing, and in addition to any other items required to be delivered under the terms of this Agreement, Buyer shall deliver or cause to be delivered to the Escrow Agent the following:

a. **Purchase Price.** By wire transfer, certified check, or other immediately-available funds, the balance of the Purchase Price due from Buyer, as adjusted by the amount of the Deposit.

b. **Buyer's Closing Costs.** In addition to the Purchase Price, Buyer shall pay the cost of recording the deed, any transfer taxes, and costs and expenses of Buyer's attorneys, engineers, surveyors, title insurers or other professionals engaged by Buyer in connection with the Studies or other evaluations of the Property.

c. **Assignment of Lease.** A counterpart original of the Assignment of Lease.

d. **Settlement Statement.** An approved settlement statement signed by Buyer.

Article 6. Representations and Warranties

Section 6.1. Seller's Representations. Seller represents and warrants to Buyer as follows with respect to the Property (which representations and warranties shall be true and accurate on the date of full execution of this Agreement and shall remain true and accurate until the Closing Date):

a. **Authorization.** Seller has the lawful right, power, authority and capacity to sell the Property to Buyer in accordance with the terms of this Agreement, without the approval or authorization of any other party.

b. **Ownership.** Seller owns good and marketable fee simple title to the Property, and the Property is not subject to any (i) unrecorded deeds, easements, licenses, or other rights; (ii) rights of parties in possession other than Seller, except for a the Lease; or (iii) option contract, right of first refusal, or other contract pursuant to which any other party has any right to purchase an interest in the Property (except in connection with the Lease).

c. **No Agreements Violated.** The execution of this Agreement, and the consummation of the purchase contemplated hereby, are consistent with and not in violation of any contract, agreement, or other obligation to which Seller is a party

d. **Violations of Law.** To the best of Seller's knowledge as of the date of this Agreement, there are no current, pending, or threatened actions against the Seller or the Property arising out of the violation or alleged violation of any federal, state or local law, regulation, rule, or ordinance including, but not limited to, any environmental law, subdivision ordinance or zoning ordinance. As of the date of this Agreement, Seller is unaware of any present or threatened condemnation or eminent domain proceeding affecting the Property.

e. **Environmental Matters.**

i. **Definitions.** When used in this Agreement, the following capitalized terms shall have the following definitions:

1. **"Environmental Condition"** means any condition including, without limitation, the Release of Hazardous Materials, located on or affecting the Property that could require remedial action or which may result in claims, demands, liabilities, costs or expenses to Buyer.

2. **"Hazardous Materials"** means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 135, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, et seq.), as amended, and the Toxic Substance Control Act (15 U.S.C. 2601, et seq.), as amended.

3. **"Notice"** means any written, civil, administrative or criminal summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from the United States Environmental Protection Agency, the Virginia Department of Environmental Quality, or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission which has resulted or which may result in the Release of Hazardous Materials on or into the Property, a violation of an Environmental Law, or otherwise relate to an Environmental Condition.

4. **"Release"** means placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

ii. **Representation.** The Seller does possess and will provide a copy of an Environmental Phase II Study dated May 20, 2004. Subject to the said Phase II Study and the proviso at the end of this subsection 6.1(e)(ii), Seller represents to the best of its actual knowledge without further independent investigation as of the date of this Agreement that (i) there are no Hazardous Materials unlawfully existing above, on or beneath the Property; (ii) there has been no

unlawful Release of Hazardous Materials above, on or beneath the Property; (iii) there has been no illegal filling of the Property, nor has the Property been used as a public or private landfill, dump or site for refuse disposal; (iv) no solid waste units, equipment are currently located on the Property, and (v) Seller has received no Notice nor is Seller aware of an Environmental Condition affecting the Property.

f. **Bankruptcy.** No bankruptcy, insolvency, rearrangement, or similar action or proceeding, whether voluntary, is pending or threatened against Seller, and Seller has no intention of filing or commencing any such action or proceeding, and Seller represents and warrants there shall be none at closing.

g. **Taxes.** Seller remains responsible for and shall continue to pay any and all taxes required to be paid in relation to the Property at all times before the Closing Date. Seller remains responsible for and shall continue to pay any and all taxes required to be paid in relation to the Property at all times before the Closing of its transfer to Buyer.

h. **Binding Nature.** This Agreement constitutes the valid and binding obligation of Seller and is enforceable in accordance with its terms.

i. **Continuing Obligation.** The representations, warranties, and covenants set forth in this Agreement constitute the continuing obligations of Seller and shall survive Closing for a period of one (1) year. Prior to the Closing Date, Seller shall take no action which would cause any of the representations to become misleading in any respect and, if Seller becomes aware of any inaccuracies in the representations set forth herein prior to the Closing Date, it shall immediately notify Buyer of those inaccuracies and the facts or circumstances surrounding the inaccuracies, and Buyer shall have the right to exercise any remedy available under Section 8.1 of this Agreement, below.

Section 6.2. Buyer's Representations. Buyer represents and warrants to Seller as follows:

a. **Authorization.** Buyer has the lawful right, power, authority, and capacity to purchase the Property in accordance with the terms, provisions and conditions of this Agreement.

b. **No Agreements Violated.** The execution of this Agreement, and the consummation of the purchase contemplated hereby, are consistent with and not in violation of any contract, agreement, or other obligation to which Buyer is a party.

c. **Binding Nature.** This Agreement constitutes the valid and binding obligation of Buyer and is enforceable in accordance with its terms.

d. **Continuing Obligation.** Prior to the Closing Date, Buyer shall take no action which would cause any of the representations to become misleading in any respect and, if Buyer becomes aware of any inaccuracies in the representations set forth herein prior to the Closing Date, Buyer shall immediately notify Seller of those inaccuracies and the facts or circumstances surrounding the inaccuracies.

Article 7.
Conditions of Buyer's and Seller's Obligations

Section 7.1. Conditions of Buyer's Obligations. Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, items c, d and e of which may be waived in writing by Buyer, in whole or in part, on or as of the Closing Date:

- a. Buyer shall not have terminated this Agreement during the Study Period;
- b. Buyer shall not have terminated this Agreement during the Approvals Period;
- c. Title to the Property shall be (i) subject to all Objections waived by Buyer pursuant to Section 2.4, (ii) insurable under a full coverage ALTA owner's title policy at standard rates by Buyer's title insurance company, with such endorsements (including contiguity endorsements) as Buyer may reasonably request, and (iii) free and clear of Objections Seller elects to cure pursuant to Section 2.4 and liens, encumbrances or rights of possession arising after the Study Period adversely affecting the marketability of the Property or the Intended Use unless waived by Buyer;
- d. Seller shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller before, on, or as of the Closing Date; and
- e. The representations of Seller in this Agreement shall be true and correct to Seller's actual knowledge in all material respects on and as of the Closing Date except for changes thereto consented to by Buyer under the terms of this Agreement.

If items c, d or e of the foregoing conditions have not been satisfied or performed as of Closing, Buyer, at Buyer's option, shall have the right to (i) waive one or more of the conditions, in writing, and proceed to Closing, notwithstanding that the conditions have not been satisfied or performed, (ii) terminate this Agreement in which case Seller will return the Deposit and any Extension Deposit(s) to Buyer and the parties shall have no further rights or obligations hereunder except for Buyer's indemnification obligation under Section 2.2, or (iii) exercise any of its other rights and remedies set forth in Section 8.1 below.

Section 7.2. Conditions of Seller's Obligations. Seller's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Seller, in whole or in part, on or as of the Closing Date:

- a. Buyer shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be kept, observed, performed, satisfied or complied with by Buyer before, on, or as of the Closing Date;

b. The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date; and

c. Buyer shall not have terminated this Agreement pursuant to the express terms hereof prior to the Closing Date.

If any of the foregoing conditions (other than Section 7.2.c.) have not been satisfied or performed as of the Closing Date, Seller, at Seller's option, shall have the right to (i) waive one or more of the conditions, in writing, and proceed to Closing, notwithstanding that the conditions have not been satisfied or performed, or (ii) exercise any of its rights and remedies set forth in Section 8.1 below.

Article 8. Default and Remedies

Section 8.1. Seller's Default. In the event Seller is in breach of or fails or refuses to perform its obligations under this Agreement, Buyer shall be entitled to exercise, in its sole discretion, any of the following remedies: (a) to purchase the Property notwithstanding such default pursuant to the remaining terms and provisions of this Agreement, in which event such default shall be deemed waived; (b) to terminate this Agreement, in which event the Escrow Agent shall return the entire Deposit and any Extension Deposit(s) to Buyer, Seller shall reimburse Buyer for any actual costs and expenses Buyer incurred in connection with any Studies and Approvals hereunder (up to a maximum reimbursement of \$250,000), and the parties shall have no further rights or obligations hereunder; (c) seek specific performance of Seller's obligation to convey title to the Property hereunder; or (d) in the event of Seller's material breach of a representation or warranty that survives Closing pursuant to Section 6.1, above, that is discovered after Closing, Buyer may pursue any remedy available at law or equity. Notwithstanding the foregoing, Buyer shall first give Seller ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

Section 8.2. Buyer's Default. In the event Buyer is in breach of or fails or refuses to perform its obligations under this Agreement, other than its indemnity obligation under Section 2.2, Seller's sole and absolute remedy shall be to direct the Escrow Agent to pay to it the Deposit as liquidated damages, in which event this Agreement shall terminate and become null and void and the parties shall have no further rights or obligations hereunder except for Buyer's indemnification obligation under Section 2.2. Notwithstanding the foregoing, Seller shall first give Buyer ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

Section 8.3. Attorney's Fees. If any legal action is commenced to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

Section 7.4. Limitation of Liability. Seller shall look solely to the assets of Buyer as to any rights it may have under this Agreement, and hereby waives any right to assert claims against the member(s) and/or manager(s) of Buyer.

**Article 9.
Condemnation and Casualty**

Section 9.1. Condemnation. In the event that any eminent domain proceeding (including a temporary taking) affecting the Property, or any part thereof is commenced by a governmental body or quasi-governmental body, public service corporation, or other entity having the power of eminent domain (a "Condemnation") (which shall include, but not be limited to, the initial approval of such body to proceed with the acquisition of all or a part of the Property by negotiation or eminent domain), Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option: (a) to have sole authority to negotiate the purchase or acquisition price and to receive the award resulting from the Condemnation, in which event such award shall be paid (or if not then received, the right to the award shall be assigned) to Buyer at Closing, and this transaction shall be closed in the same manner as if no such condemnation or other taking had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the entire Deposit and any Extension Deposit(s) to Buyer, and neither party shall have any further obligation to the other hereunder. Seller represents and warrants that it has received no notice, nor is Seller aware, of any pending or threatened acts of Condemnation. Seller covenants and agrees not to solicit, request, support, participate in, or otherwise encourage a Condemnation of the Property during the effective period of this Agreement.

Section 9.2. Insurance; Risk of Loss. If all or any portion of the Property is destroyed or damaged by one or more fires, windstorms, hurricanes, hailstorms, floods, explosions, earthquakes or other casualties prior to Closing, Seller shall give Buyer prompt notice thereof, and Buyer shall have the option (a) to proceed to Closing for the full Purchase Price, and Buyer shall receive the insurance proceeds recovered by reason of such damage or destruction, and this transaction shall be consummated as though no such damage or destruction had occurred; or (b) to terminate this Agreement, in which event this Agreement shall terminate, the Escrow Agent shall return the entire Deposit and any Extension Deposit(s) to Buyer, and neither party shall have any further obligation to the other hereunder except for Buyer's indemnification obligation under Section 2.2.

**Article 10.
Miscellaneous**

Section 10.1. Governing Law. This Agreement is executed under seal and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, notwithstanding its choice of law rules.

Section 10.2. Assignment. Buyer may assign its rights and obligations under this Agreement to any entity or entities affiliated with or controlled by Buyer or Buyer's principals without the prior written consent of Seller; provided, (a) Buyer shall not be released from its liability hereunder, and (b) Seller shall be provided with a copy of a fully executed assignment agreement pursuant to which the assignee has assumed all of Buyer's obligations under this Agreement.

Section 10.3. Brokers. Seller shall be solely responsible for a brokerage commission payable to Cushman & Wakefield/Thalhimer (the "Broker") pursuant to a separate written

agreement. Other than the Broker, Seller and Buyer warrant that they have not dealt with any other broker, agent or finder that would require the payment of a commission, charge or other compensation. Seller and Buyer shall hold harmless and indemnify each other from and against all claims, costs, expenses or liability (including, without limitation, the cost of counsel fees in connection therewith) for any commissions, charges or other compensation claimed by any agent, broker or finder as a result of the breach of their respective parts of the representations contained in this paragraph (other than the Broker). Seller and Buyer hereby acknowledge that principals of Buyer are licensed real estate brokers in the Commonwealth of Virginia.

Section 10.4. Entire Understanding. This Agreement sets forth the entire agreement and understanding between the parties with respect to the transaction contemplated hereby and supersedes all prior or contemporaneous, oral or written agreements, arrangements and understandings between the parties regarding the subject matter hereof. No representation, promise, inducement or statement of intention has been made by Seller or Buyer which is not embodied in this Agreement, the exhibits hereto or the statements, deeds, certificates, schedules or other documents delivered pursuant hereto or in connection with the transaction contemplated hereby.

Section 10.5. Binding Nature. All the terms, representations, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 10.6. Waiver or Modification. No waiver by any party of any condition, or the breach of any term, representation or warranty set forth in this Agreement, shall be deemed a waiver of any such term, representation or warranty, unless the same shall be in writing. Any modification or amendment to this Agreement shall be made only by a writing executed by both parties hereto.

Section 10.7. Business Days. If the final day of any period of time set out in any provision of this Agreement falls on a Saturday, Sunday or holiday recognized by the federal government of the United States, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or holiday recognized by the federal government of the United States. Time is of the essence with respect to the performance by each party of its obligations hereunder.

Section 10.8. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 10.9. Captions. The captions used in connection with the Sections and subsections of this Agreement are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the terms and provisions of this Agreement.

Section 10.10. Counterparts. This Agreement may be executed in two or more counterparts and by PDF and shall be deemed to have become effective when and only when one or more of such counterparts or PDF shall have been signed by or on behalf of each of the parties

hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

Section 10.11. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

Section 10.12. Notices. Unless otherwise expressed herein, all notices permitted or required hereunder, including changes of address, shall be in writing and shall be given by: (a) an established express delivery service which maintains delivery records; (b) hand delivery; (c) electronic mail; or, (d) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses, or such different addresses as the parties may, by notice, specify:

Seller: Wildwood Park, L.L.C.
442 Rutherford Ave
Roanoke, VA 24016
Attn: Steve Zegarski Bob Wills
Phone: 540-309-6738 830-358-3399
Email: steve.zegarski bob.wills@branchgroup.com

Copy to: _____

Phone: _____
Email: _____

Buyer: Franklin Johnston Group Management & Development, LLC
c/o W. Taylor Franklin, Chief Operating Officer
The Franklin Johnston Group
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451
Phone: (757) 965-6200
Email: tfranklin@tfjgroup.com

Copy to: James W. Noel III, Esq.
The Franklin Johnston Group
300 32nd Street, Suite 310
Virginia Beach, VA 23451
Phone: (757) 961-0955
Email: jnoel@tfjgroup.com

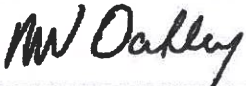
Section 10.13. Force Majeure. As used in this Agreement, the term "**Force Majeure**" means any cause beyond the parties' control including, but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, terrorism, malicious mischief, vandalism, inability (notwithstanding good faith efforts) to procure, or general shortage of, labor, equipment, materials, facilities, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, or inability (notwithstanding good faith efforts) to obtain governmental permits and approvals. In the event of any Force Majeure that results in a delay in the performance of either party's obligations under this Agreement, the time period specified for such performance shall be extended by one (1) day for every day of delay resulting from Force Majeure.

Section 10.14. Escrow Agent. The duties of Escrow Agent in its capacity as an escrow agent for the Deposit are only those as are herein specifically provided and Escrow Agent shall incur no liability whatsoever in the performance of said duties, except for acts of bad faith, negligence or willful disregard of this Agreement. Seller and Buyer hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder. Seller and Buyer shall indemnify and hold Escrow Agent harmless against all costs, damages, fees, expenses and liabilities which, in good faith, Escrow Agent may incur in connection with its duties as escrow agent under this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above:

SELLER:

WILDWOOD PARK, L.L.C.,
a Virginia limited liability company

By: 
Name: ~~J. William Karbach~~ Ronald W. Oakley
Title: Manager

Date: 9/28/2020

BUYER:

FRANKLIN JOHNSTON GROUP
MANAGEMENT & DEVELOPMENT, LLC,
a Virginia limited liability company

By: 
Manager

Date: 9-17-2020

By: 
Manager

Date: 9-19-2020

Exhibit A
Legal Description

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon and appurtenances thereunto, situate, lying and being on the westerly side of the Military Highway (U.S. Route 13), in Kempsville Magisterial District of Princess Anne County, Virginia, and designated as 12.3, more or less, acres, more particularly described as follows:

COMMENCING at a pin in the westerly line of Military Highway which point is 839.8 feet from the northerly side of Providence Road, as measured along the Western side of said Military Highway and running from said point of beginning along the westerly line of said Military Highway North 30 degrees 28 minutes 30 seconds East, a distance of 550 feet to a pin; thence North 17 degrees 42 minutes West, a distance of 422.7 feet to a pin in the center-line of a slough; thence along the center line of the slough South 55 degrees 24 minutes West a distance of 399.4 feet to a pin; thence continuing along the centerline of said slough South 86 degrees 16 minutes West a distance of 268.24 feet to a point; thence continuing along the center-line of said slough South 32 degrees 33 minutes West, a distance of 100 feet to a point; thence continuing along the center-line of said slough South 9 degrees 38 minutes West, a distance of 181.34 feet to a pin; thence continuing along the center-line of said slough South 00 degrees 47 minutes East, a distance of 285.11 feet to a pin in the center-line of a ravine; thence continuing along said ravine South 33 degrees 09 minutes West, a distance of 176.13 feet to a pipe; thence along said ravine South 36 degrees 38 minutes 30 seconds West, a distance of 108.58 feet to a pipe; thence North 77 degrees 46 minutes East, a distance of 704.84 feet to the point of beginning.

LESS AND EXCEPT that portion of the property conveyed by recorded in Deed Book 681 at page 305.

IT BEING the remaining portion of the property conveyed to Toden Holding Corporation, a Virginia corporation, by deed from Ella L. Webb, Executrix and Trustee under the will of Lloyd L. Webb, deceased, dated October 6, 1960, and recorded November 23, 1960 in the Clerk's Office of the Circuit Court of City of Virginia Beach, Virginia, in Deed Book 659, Page 77.

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made and entered into as of this 12th day of March, 2021, by and between **WILDWOOD PARK, L.L.C.**, a Virginia limited liability company ("Seller") and **925 APTS. I, L.P.**, a Virginia limited partnership ("Buyer").

WITNESSETH


WHEREAS, Seller and Franklin Johnston Group Management & Development, LLC, a Virginia limited liability company (the "Original Buyer") entered into that certain Purchase Agreement dated as of September 28, 2020 (the "Agreement"), as amended, for the purchase of that certain property known as 925 S. Military Highway, Virginia Beach, VA 23464 (GPIN 1456-04-8084-0000), as more particularly described in the Agreement (the "Property"); and

WHEREAS, by Assignment of Purchase Agreement dated January 20, 2021, all of the right, title and interest of Original Buyer under the Agreement were assigned to Buyer (the "Assignment"); and

WHEREAS, the parties desire to terminate and revoke any prior amendments to the Agreement, and to modify and amend the Agreement as expressly set forth below.

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

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.
2. **Revocation of Prior Amendment(s)**. Any prior amendments to the Purchase Agreement are hereby terminated and revoked in their entirety and are considered void and of no further force or effect.
3. **Assignment**. Seller acknowledges and agrees that the Assignment was completed in compliance with Section 10.2 of the Agreement, and that Buyer has been assigned all of Original Buyer's right, title and interest under the Agreement.
4. **Conditions of Seller's Obligation**. Section 7.2 of the Agreement is hereby deleted in its entirety.
5. **Legal Description of Property**. The legal description of the Property, as set forth on Exhibit A of the Agreement, is hereby deleted in its entirety and replaced with the legal description contained on Exhibit A attached to this Amendment.
6. **Ratification**. Except to the extent specifically modified herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified by the



parties. This Amendment may be executed in counterpart originals, each of which, when taken together, shall be deemed one and the same original. Executed copies of this Amendment may be delivered between the parties via telecopy or electronic mail.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

SELLER:

WILDWOOD PARK, L.L.C.,
a Virginia limited liability company

By: *W Oakley*
Name: Ron Oakley
Title: Manager

BUYER:

925 APTS. I, L.P.,
a Virginia limited partnership

By: 925 Apts. ~~GP~~ L.L.C., General Partner

By: *[Signature]*
Name: Thomas M. Johnston
Title: Manager

By: *[Signature]*
Name: W. Taylor Franklin
Title: Manager

Exhibit A

Legal Description

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon and appurtenances thereunto, situate, lying and being on the westerly side of the Military Highway (U.S. Route 13), in Kempsville Magisterial District of Princess Anne County, Virginia, and designated as 12.3, more or less, acres, more particularly described as follows:

COMMENCING at a pin in the westerly line of Military Highway which point is 839.8 feet from the northerly side of Providence Road, as measured along the Western side of said Military Highway and running from said point of beginning along the westerly line of said Military Highway North 30 degrees 28 minutes 30 seconds East, a distance of 550 feet to a pin; thence North 17 degrees 42 minutes West, a distance of 422.7 feet to a pin in the center-line of a slough; thence along the center line of the slough South 55 degrees 24 minutes West a distance of 399.4 feet to a pin; thence continuing along the centerline of said slough South 86 degrees 16 minutes West a distance of 268.24 feet to a point; thence continuing along the center-line of said slough South 32 degrees 33 minutes West, a distance of 100 feet to a point; thence continuing along the center-line of said slough South 9 degrees 38 minutes West, a distance of 181.34 feet to a pin; thence continuing along the center-line of said slough South 00 degrees 47 minutes East, a distance of 285.11 feet to a pin in the center-line of a ravine; thence continuing along said ravine South 33 degrees 09 minutes West, a distance of 176.13 feet to a pipe; thence along said ravine South 36 degrees 38 minutes 30 seconds West, a distance of 108.58 feet to a pipe; thence North 77 degrees 46 minutes East, a distance of 704.84 feet to the point of beginning.

LESS AND EXCEPT that portion of the property conveyed by recorded in Deed Book 681 at page 305.

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made and entered into as of this 16 day of March, 2021, by and between **WILDWOOD PARK, L.L.C.**, a Virginia limited liability company ("Seller") and **925 APTS. I, L.P.**, a Virginia limited partnership ("Buyer").

WITNESSETH

WHEREAS, Seller and Buyer are parties to that certain Purchase Agreement dated as of September 28, 2020, as amended by an Amendment to Purchase Agreement dated March 12, 2021 (the "Agreement"), for the purchase of that certain property known as 925 S. Military Highway, Virginia Beach, VA 23464 (GPIN 1456-04-8084-0000), as more particularly described in the Agreement (the "Property"); and

WHEREAS, the parties desire to modify and amend the Agreement as expressly set forth below.

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

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. **Phases of Development.** Seller acknowledges that, after Closing, Buyer intends to develop the Property in two (2) phases, with the initial phase consisting of 128 multifamily residential units ("Phase I"), and the second phase consisting of 92 multifamily residential units ("Phase II").

3. **Purchase Price.** Section 1.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

"The purchase price of the Property shall be Four Million Seven Hundred Fifty Thousand and No/100 Dollars (\$4,750,000.00) (the "Purchase Price"), which Purchase Price includes both the Phase I Purchase Price and the Phase II Purchase Price, as defined below:

a. **Phase I Purchase Price:** Two Million Seven Hundred Sixty-Three Thousand Six Hundred Thirty-Six and No/100 Dollars (\$2,763,636.00), which is the portion of the overall Purchase Price allocated by Buyer to Phase I.

b. **Phase II Purchase Price:** One Million Nine Hundred Eighty-Six Thousand Three Hundred Sixty-Four and No/100 Dollars (\$1,986,364.00),

which is the portion of the overall Purchase Price allocated by Buyer to Phase II.

At Closing (as hereinafter defined), Buyer shall pay in cash or other immediately available funds the Purchase Price less the Deposit.”

4. **Ratification.** Except to the extent specifically modified herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified by the parties. This Second Amendment may be executed in counterpart originals, each of which, when taken together, shall be deemed one and the same original. Executed copies of this Second Amendment may be delivered between the parties via telecopy or electronic mail.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the day and year first written above.

SELLER:

WILDWOOD PARK, L.L.C.,
a Virginia limited liability company

By: *W Oakley*

Name: Ron Oakley

Title: Manager

BUYER:

925 APTS. I, L.P.,
a Virginia limited partnership

By: 925 APTS. GP I, L.L.C., its general partner

By: *W Taylor Franklin*

Name: W Taylor Franklin

Title: Manager

By: *Thomas m. Johnston*

Name: Thomas m. Johnston

Title: Manager

THIRD AMENDMENT TO PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made and entered into as of this 30th day of August, 2021, by and between WILDWOOD PARK, L.L.C., a Virginia limited liability company ("Seller") and 925 APTS. I, L.P., a Virginia limited partnership ("Buyer").

WITNESSETH

WHEREAS, Seller and Franklin Johnston Group Management & Development, LLC, a Virginia limited liability company (the "Original Buyer") entered into that certain Purchase Agreement dated as of September 28, 2020 (the "Agreement"), as assigned to Buyer by that certain Assignment of Purchase Agreement dated January 20, 2021, as amended by that certain Amendment to Purchase Agreement dated March 12, 2021, as further amended by that certain Second Amendment to Purchase Agreement dated March 16, 2021, for the purchase of that certain property known as 925 S. Military Highway, Virginia Beach, VA 23464 (GPIN 1456-04-8084-0000), as more particularly described in the Agreement (the "Property"); and

WHEREAS, the Parties desire to modify certain terms and conditions of the Agreement as set forth herein.

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

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

1. **Closing.** Section 5.1 of the Agreement is hereby amended to read in its entirety as follows:

"Section 5.1. **Closing.** The consummation of the transaction contemplated by this Agreement ("Closing") shall occur on September 1, 2021 ("Closing Date"). Closing shall occur at the offices of Buyer's counsel or the offices of the Escrow Agent, as Buyer may direct, and all deliveries required by Seller and Buyer hereunder shall be made to the Escrow Agent, who shall settle the transaction contemplated by this Agreement. Buyer may extend the Closing Date until December 15, 2021 by delivering to Seller a written notice of extension prior to the then current Closing Date, and simultaneously delivering to Seller the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Extension Deposit") (which Extension Deposit shall be immediately nonrefundable to Buyer except as otherwise provided herein and shall not be applied to the Purchase Price at Closing)."

2. **Ratification.** Except to the extent specifically modified herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified by the parties. This Amendment may be executed in counterpart originals, each of which, when taken

together, shall be deemed one and the same original. Executed copies of this Amendment may be delivered between the parties via telecopy or electronic mail.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

SELLER:

WILDWOOD PARK, L.L.C.,
a Virginia limited liability company

By: [Signature]
Name: FORREST W WILKS
Title: CFO

BUYER:

925 APTS. I, L.P.,
a Virginia limited partnership

By: **925 Apts. GP I, L.L.C.,**
a Virginia limited liability company,
its General Partner

By: [Signature]
Name: Thomas M. Johnston
Title: manager

By: [Signature]
Name: W Taylor Franklin
Title: manager

FOURTH AMENDMENT TO PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") dated as of November 30, 2021, is by and between **WILDWOOD PARK, L.L.C.**, a Virginia limited liability company ("Seller") and **925 APTS. I, L.P.**, a Virginia limited partnership (the "Buyer").

RECITALS

A. Seller and Franklin Johnston Group Management & Development, LLC, a Virginia limited liability company (the "Original Buyer") entered into that certain Purchase Agreement dated as of September 28, 2020, as assigned to Buyer by that certain Assignment of Purchase Agreement dated January 20, 2021, as amended by that certain Amendment to Purchase Agreement dated March 12, 2021, as further amended by that certain Second Amendment to Purchase Agreement dated March 16, 2021, and as further amended by that certain Third Amendment to Purchase Agreement dated August 30, 2021 (collectively, the "Agreement"), for the purchase of that certain property known as 925 S. Military Highway, Virginia Beach, Virginia 23464 (GPIN 1456-04-8084-0000), as more particularly described in the Agreement (the "Property")

B. Seller and Buyer desire to modify the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals that are incorporated herein by reference, the agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

2. **Closing.** Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 5.1. Closing. The consummation of the transaction contemplated by this Agreement ("Closing") shall occur on Wednesday, December 22, 2021 ("Closing Date"). Closing shall occur at the office of Buyer's counsel or the offices of the Escrow Agent, as Buyer may direct, and all deliveries required by Seller and Buyer hereunder shall be made to the Escrow Agent, who shall settle the transaction contemplated by this Agreement. Buyer has heretofore exercised an extension right wherein Fifty Thousand and No/100 Dollars (\$50,000.00) was delivered to the Seller (the "Extension Deposit").

3. **Waiver of Contingencies.** Buyer hereby waives all of its contingencies and conditions precedent to Closing under the Agreement, except for the conditions contained in

Sections 7.1(c), 7.1(d) and 7.1(e) of the Agreement. Buyer acknowledges that the entire Deposit and any Extension Deposits are non-refundable to Buyer, except in the event of Seller's default pursuant to Article 8 of the Agreement or an event of casualty or condemnation pursuant to Article 9 of the Agreement. The Extension Deposit shall not be applied to the Purchase Price at Closing.

4. **Seller's Deliveries at Closing.** The form of any documents to be delivered by Seller pursuant to Section 5.3 of the Agreement (except for the settlement statement) will be finalized by Friday, December 17, 2021. The parties acknowledge and agree that the settlement statement may be revised after that date, up to and including on the Closing Date.

5. **Counterparts; PDF Delivery.** This Amendment may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. Executed counterparts of this Amendment may be delivered by PDF electronic mail transmission which shall be good and valid execution and delivery for all purposes.


6. **Ratification.** Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect. The Agreement, as modified by this Amendment, is hereby ratified and affirmed in all respects. If there is any conflict between any Agreement between the parties hereto and the terms of this Amendment, the terms of the Amendment shall control.

[signature pages follow]

WITNESS the following signatures and seals.

SELLER:


WILDWOOD PARK, L.L.C.,
a Virginia limited liability company

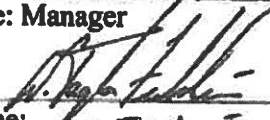
By: 
Name: BOB WILUS
Title: MANAGER

BUYER:

925 APTS. I, L.P.,
a Virginia limited partnership

By: 925 Apts. GP I, L.L.C.,
a Virginia limited liability company,
its General Partner

By: 
Name: Thomas M. Sebastian
Title: Manager

By: 
Name: Taylor Franklin
Title: Manager

46520935_1

PROPERTY DETAILS

925 S Military Hwy

LEGAL DESCRIPTION	Ferry Point Road 9.52
GPIN (PARCEL ID)	14560480840000
SERVICE DISTRICT	20 : Kempsville

FY21/22 ASSESSMENT

LAND VALUE	\$3,420,000
IMPROVEMENT VALUE	\$1,725,900
TOTAL VALUE	\$5,145,900

LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	B2
PROPERTY CODE/CATEGORY	301 Apartment Complex
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download (https://media.vbgov.com/rea/plats/_PDF)
LAND SQUARE FOOTAGE	411,343.23 sq ft

BUILDING INFORMATION

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
GENOFF	General Office	C	1965	10,480 SF
PAVING	Paving	01	1970	23,000 SF

FLOORS	FINISHED AREA	DESCRIPTION
1	10,480 SF	General Office

FLOORS	FINISHED AREA	DESCRIPTION
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Total	10,480 SF	
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USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
UTLSHED	Residential Shed - Small Util	01	1965	540 SF
AUTOSERV	Auto Service	C	1965	16,939 SF
COMCNPYL	Commercial Canopy - Low Cost	14	1965	369 SF
FENCECL	Fencing - Chain Link	09	1965	1,980 LF
LOADWELL	Loading Well	07	1965	585 SF
PAVING	Paving	08	1965	137,000 SF
TOWER	Tower	16	1965	150 LF

FLOORS	FINISHED AREA	DESCRIPTION
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1	16,939 SF	Auto Service
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Total	16,939 SF	
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USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
AUTOSERV	Auto Service	C	1965	3,362 SF

FLOORS	FINISHED AREA	DESCRIPTION
--------	---------------	-------------

1	3,362 SF	Auto Service
---	----------	--------------

Total	3,362 SF	
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USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
MOBILEO		C	1985	2,688 SF
PAVING	Paving	01	1990	1,000 SF

FLOORS	FINISHED AREA	DESCRIPTION
1	2,688 SF	
Total	2,688 SF	

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
MTRLSHD		C	1965	3,675 SF

FLOORS	FINISHED AREA	DESCRIPTION
1	3,675 SF	
Total	3,675 SF	

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
UTLSTOR		C	1965	405 SF

FLOORS	FINISHED AREA	DESCRIPTION
1	405 SF	
Total	405 SF	

USE CODE	DESCRIPTION	ID #	CONSTRUCTED YR.	SIZE
TOWER	Tower	01	2016	100 LF

FLOORS	FINISHED AREA	DESCRIPTION
	0 SF	
Total	0 SF	

SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
200408260135920	09/28/2004	\$2,100,000	0 / 0
0000000000000000	11/23/1960	\$110,000	659 / 77

TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2022	\$3,058,200	\$1,799,900	\$4,858,100	\$0.99	\$48,095.20
2021	\$2,242,100	\$1,655,900	\$3,898,000	\$1.0175	\$39,662.16
2020	\$2,242,100	\$1,633,300	\$3,875,400	\$1.0175	\$39,432.20
2019	\$1,974,500	\$1,581,800	\$3,556,300	\$1.0025	\$35,651.92
2018	\$1,974,500	\$1,576,700	\$3,551,200	\$1.0025	\$35,600.78
2017	\$1,974,500	\$1,511,200	\$3,485,700	\$0.99	\$34,508.44
2016	\$1,789,300	\$1,418,200	\$3,207,500	\$0.99	\$31,754.26
2015	\$1,789,300	\$1,459,500	\$3,248,800	\$0.93	\$30,213.84
2014	\$1,789,300	\$1,465,900	\$3,255,200	\$0.93	\$30,273.36
2013	\$1,824,600	\$1,438,200	\$3,262,800	\$0.95	\$30,996.60
2012	\$1,861,100	\$1,397,500	\$3,258,600	\$0.89	\$29,001.54
2011	\$1,861,100	\$1,432,500	\$3,293,600	\$0.89	\$29,313.04
2010	\$1,861,100	\$1,175,000	\$3,036,100	\$0.89	\$27,021.30
2009	\$1,824,600	\$821,600	\$2,646,200	\$0.89	\$23,551.18
2008	\$1,658,764	\$767,886	\$2,426,650	\$0.89	\$21,597.20

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

ANNUAL TAXES

ANNUAL ASSESSMENTS



CLOSEST LIBRARY

Kempsville Library

3.6 miles away



CLOSEST RECREATION CENTER

Kempsville Recreation Center

4.1 miles away



CLOSEST PARK

Providence Park

1.4 miles away



CLOSEST SHELTER

Tallwood High School

4 miles away

Salem Middle School

4.9 miles away

CLOSEST POLICE STATION

4th Precinct

3.4 miles away



CLOSEST FIRE STATION

FIRE 10 / Woodstock

2 miles away



TRASH PICKUP SERVICES

Trash Collection

Every Friday

Next Recycling Day

Friday, November 26, 2021

VOTING PRECINCT

Precinct

Sherry Park - 057

Polling Location

Woodstock ES Disctrict: 2

VOTING DISTRICTS

Local Election

District 2 - Kempsville

State Senate

District 7

House of Delegates

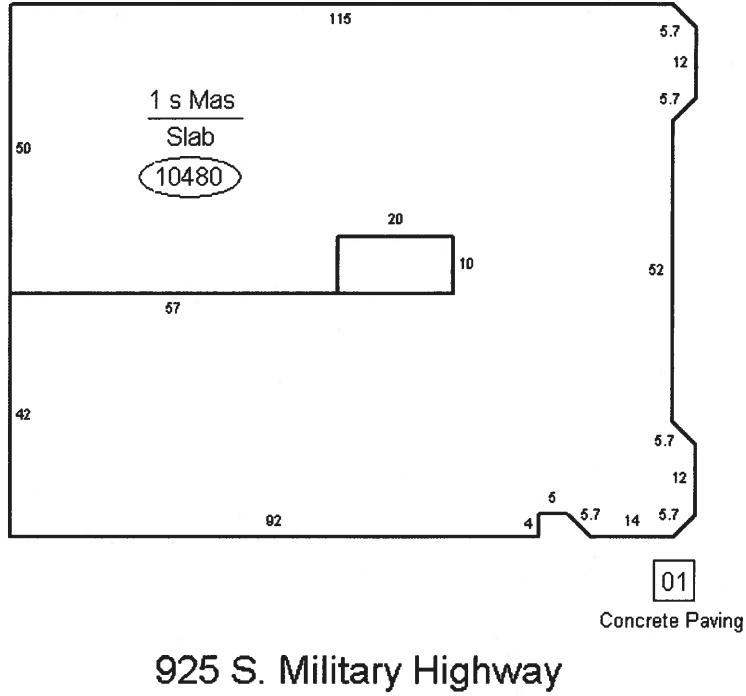
District 90

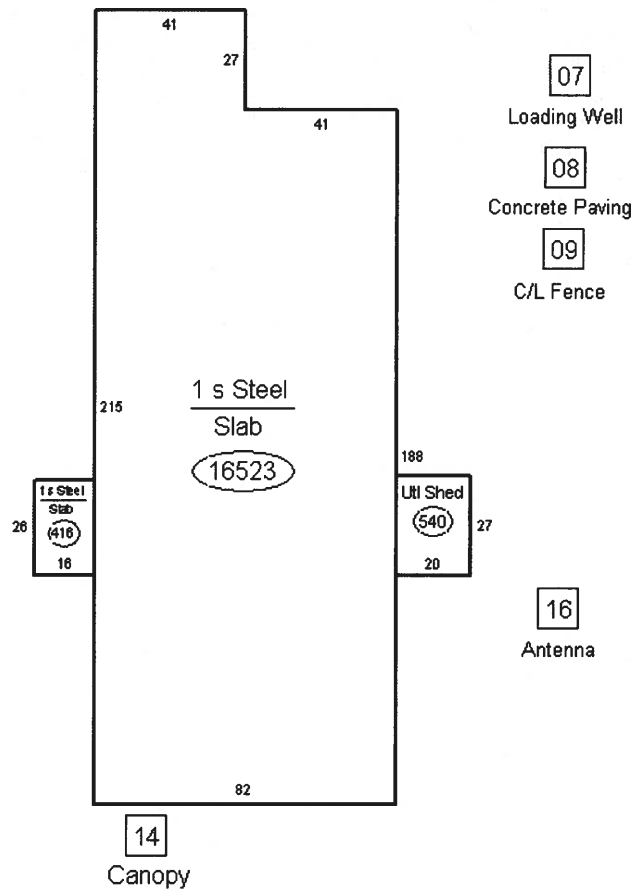
STATE PLANE X, Y	12150936.2453087, 3463938.20853556
GEOGRAPHIC COORDINATES	36.81407459, -76.21782072
2010 CENSUS TRACT NO.	046220
2010 BLOCK GROUP NO.	0462201
POLICE BEAT	420
ESTIMATED LAND AREA	411343.23 sq ft
AGRID	A9
SOIL TYPE	42 - Urban
APZ ZONE	N/A
NOISE ZONE	N/A
FLOOD ZONE	Multiple Zones









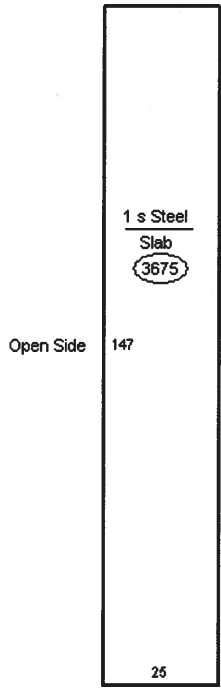


1 s Steel
Slab 41
3362
82

1 s Fr 578	12
1 s Fr 578	12
1 s Fr 480	10
1 s Fr 480	10
1 s Fr 578	12
48	

01

Concrete Paving



Note:
Set perimeter to total
of walled sides

1 s Mas	(405)	15
Slab		
	27	

01 100' Cell Tower







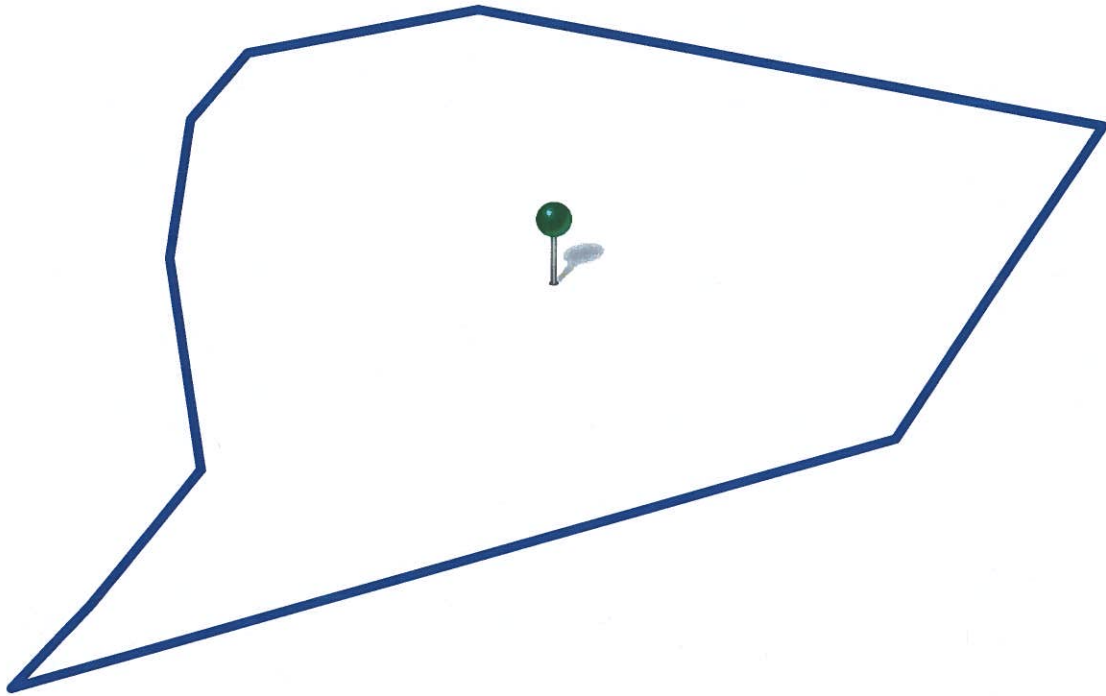




02/23/2021

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Select Date



925 S Military Hwy, Virginia Beach, VA 23464-3511

© 2021 Eagleview

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

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.


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

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

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

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

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

Signed: 

Date: 9/15/21

Printed Name: Stacey Smith
RESNET Rater

Resnet Provider Agency
Viridiant

Signature 

Provider Contact and Phone/Email Sean Evensen-Shanley (804)212-1934 /sean.shanley@viridiant.org





viridiant

Project Name: 925 Apartments Phase II
Construction Type: New Construction
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS
1bd botom/mid	12	66
1bd top floor	6	65
2bd bottom/mid	40	67
2bd top	20	66
3bd bottom/mid	10	65
3bd top	4	65
Projected Project HERS - Weighted Average		66

Home Energy Rating Certificate Projected Report

Rating Date:
Registry ID:
Ekotrope ID: MvD04wgv

HERS® Index Score:

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

65

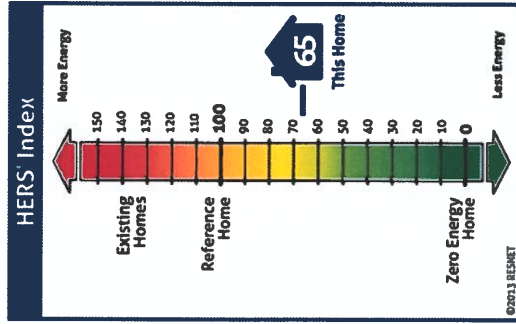
Annual Savings

\$998

*Relative to an average U.S. home

Home:
925 S. Military Highway
Virginia Beach, VA 23464
Builder:

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,279 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	75 CFM • 249 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-28
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236
Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220
Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 9/15/21 at 10:10 AM



Home Energy Rating Certificate Projected Report

Rating Date:
Registry ID:
Ekotrope ID: PdaAn7jd

HERS® Index Score:

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

65

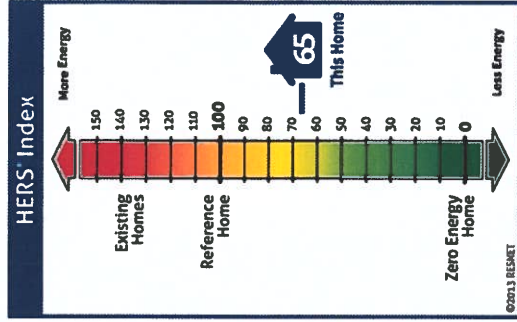
Annual Savings

\$974

*Relative to an average U.S. home

Home:
925 S. Military Highway
Virginia Beach, VA 23464
Builder:

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,279 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	75 CFM • 249 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-26
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236
Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220
Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 9/15/21 at 10:11 AM



Home Energy Rating Certificate Projected Report

Rating Date:
Registry ID:
Ekotrope ID: x257PeOd

HERS® Index Score:

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

66

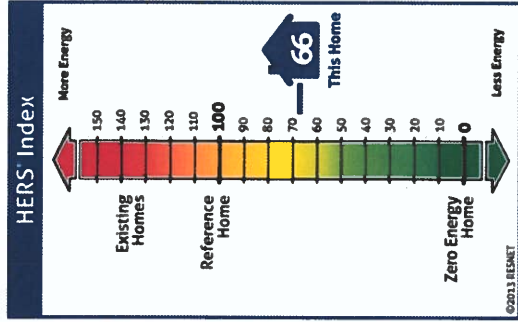
Annual Savings

\$832

*Relative to an average U.S. home

Home:
925 S. Military Highway
Virginia Beach, VA 23464
Builder:

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,052 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	75 CFM • 249 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-28
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236
Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220
Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 9/15/21 at 10:09 AM



Home Energy Rating Certificate Projected Report

Rating Date:
Registry ID:
Ekotrope ID: gdE48YIL

HERS® Index Score:

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

67

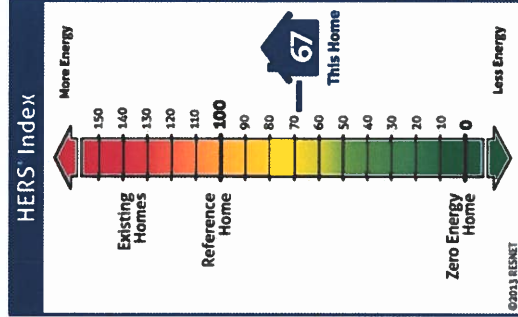
Annual Savings

\$785

*Relative to an average U.S. home

Home:
925 S. Military Highway
Virginia Beach, VA 23464
Builder:

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,052 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	75 CFM • 249 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-26
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236
Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220
Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 9/15/21 at 10:08 AM



Ekotrope RATER - Version:4.0.1.2744
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate Projected Report

Rating Date:
Registry ID:
Ekotrope ID: kLZlJnnv

HERS® Index Score:

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

65

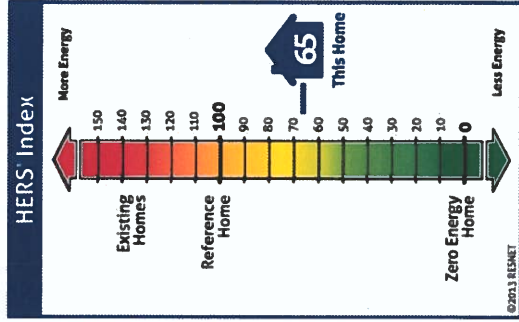
Annual Savings

\$750

*Relative to an average U.S. home

Home:
925 S. Military Highway
Virginia Beach, VA 23464
Builder:

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	767 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	75 CFM • 249 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236
Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220
Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 9/15/21 at 10:03 AM



Home Energy Rating Certificate Projected Report

Rating Date:
Registry ID:
Ekotrope ID: KLZIJY0v

HERS® Index Score:

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

66

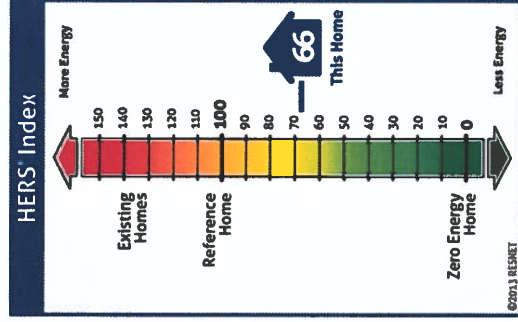
Annual Savings

\$727

*Relative to an average U.S. home

Home:
925 S. Military Highway
Virginia Beach, VA 23464
Builder:

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	767 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	75 CFM • 249 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-26
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Katy Maher
RESNET ID: 2430236
Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220
Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220



Katy Maher

Katy Maher, Certified Energy Rater
Digitally signed: 9/15/21 at 10:06 AM





G

Zoning Certification Letter
(MANDATORY)



Zoning Certification

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

General Instructions:

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

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



City of Virginia Beach

VBgov.com

PLANNING DEPARTMENT
ZONING DIVISION
(757)385-8074

2875 SABRE STREET, SUITE 500
VIRGINIA BEACH, VA 23452

August 18, 2021

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

Re: ZONING CERTIFICATION

Name of Development: 925 Apartments II

Name of Owner/Applicant: 925 Apts. II, L.P.

Name of Seller/Current Owner: Wildwood Park, L.L.C.

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

DEVELOPMENT DESCRIPTION:

Development Address:
925 South Military Highway, Virginia Beach, VA 23464

Legal Description:
See attached Legal Description – Exhibit A

Proposed Improvements:

- New Construction 92 #Units 2 #Buildings 112,057.20 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

Current Zoning: Conditional A-24 allowing a density of 24 units per acre, and the following other applicable conditions: Conditional A-24 pursuant to a conditional re-zoning approved by City Council on 1/5/21, subject to development conditions set forth in the attached Proffer Agreement. The A-24 zoning classification permits a maximum multifamily residential density of 24 units per acre; however, the Proffer Agreement permits a total of 220 units on the property.

Other Descriptive Information:

925 Apartments will be a two-phased 220-unit community of which 128 units (Phase I) will be financed with taxable bonds and 9% LIHTC. Phase II (92 units) will potentially be financed with tax-exempt bonds, REACH, and 4% LIHTC. The 3- and 4- story apartment buildings will include 1, 2, and 3-bedroom floor plans.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

Ashby Moss
Signature

Ashby Moss
Printed Name

Interim Zoning Administrator
Title of Local Official or Civil Engineer

(757) 385-2904
Phone Number

August 18, 2021
Date

H

Attorney's Opinion
(MANDATORY)

WILLIAMS MULLEN

December 3, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: 925 Apartments II
Name of Owner: 925 Apts. II, L.P.

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 November 18, 2021 (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.

WILLIAMS MULLEN

3. 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.
4. The site of the captioned Development is controlled by the Owner, as identified in the SiteControl section of the Application.

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 the placement in service of each building of the Development, 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.

WILLIAMS MULLEN, a professional corporation

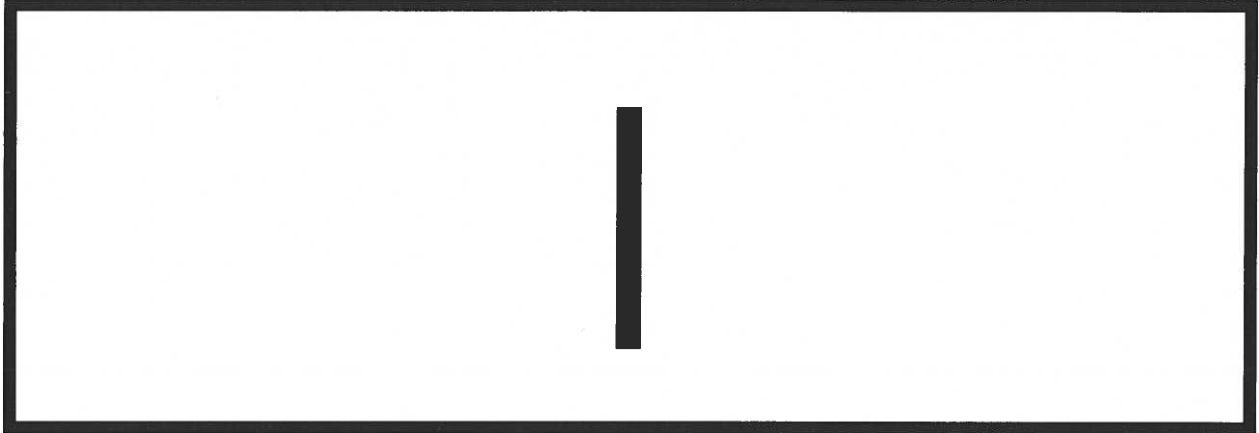
By: _____



Alyssa Carducci Dangler

Its:

Shareholder



Nonprofit Questionnaire
(MANDATORY for points or pool)

J

Relocation Plan
Including Unit
Delivery Schedule
(MANDATORY, if tenants are displaced)

K

Documentation of Development Location

K.1

Revitalization Area
Certification



Please see attached Resolution from City of Virginia Beach

Revitalization Area

General Instructions

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

Designation

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

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

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

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

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

RES-04073

A RESOLUTION DECLARING THE PROPOSED LOCATION OF WESTVIEW APARTMENTS TO BE A REVITALIZATION AREA IN ORDER TO QUALIFY FOR VIRGINIA HOUSING FINANCING

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WHEREAS, pursuant to Section 36-55.30:2(A) of the Code of Virginia, the City Council of the City of Virginia Beach, Virginia, desires to designate an area as shown on Exhibit A attached hereto (the "Area") as a revitalization area;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA, THAT:

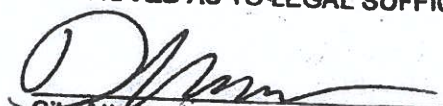
1. The Council makes the following determinations:
 - a. The industrial, commercial or other economic development of the Area will benefit the City but the Area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Area; and
 - b. Private enterprises and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs to low and moderate income persons and families in the Area and will induce other persons and families to live within the Area and thereby create a desirable economic mix of residents in the Area.
2. Pursuant to § 36-55.30:2(A) of the Code of Virginia, the Area is hereby designated as a revitalization area.

Adopted by the Council of the City of Virginia Beach, Virginia on the 19th day of January, 2021.

APPROVED AS TO CONTENT:


Housing and Neighborhood
Preservation

APPROVED AS TO LEGAL SUFFICIENCY:


City Attorney's Office

CA15300
R-1
January 6, 2021

CERTIFIED TO BE A TRUE COPY OF A CERTIFICATE OF RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA, ON JANUARY 19, 2021.


Amanda Barnes, MMC
City Clerk

EXHIBIT "A"

REVITALIZATION AREA LOCATION - GPIN 1456-04-8084

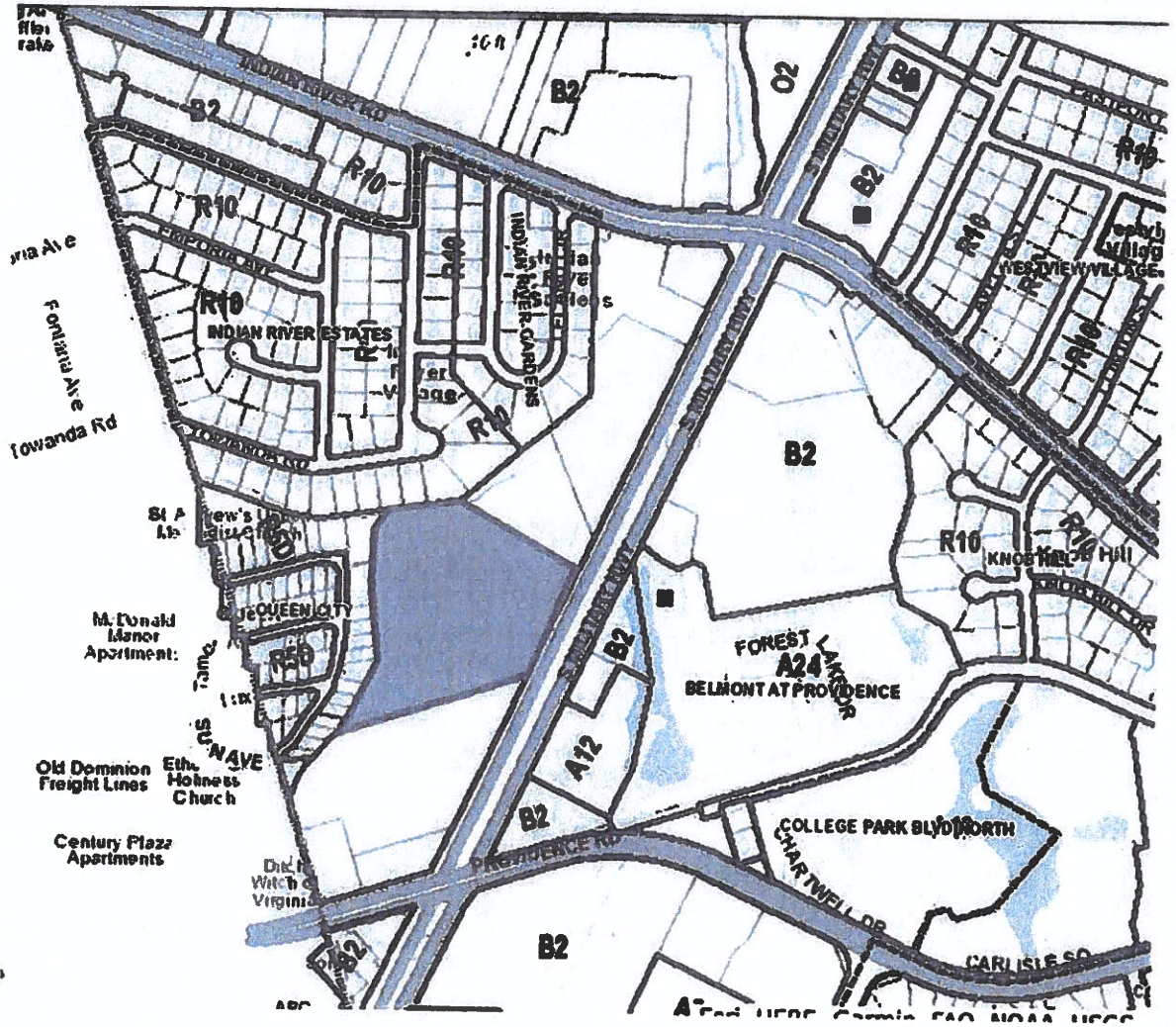
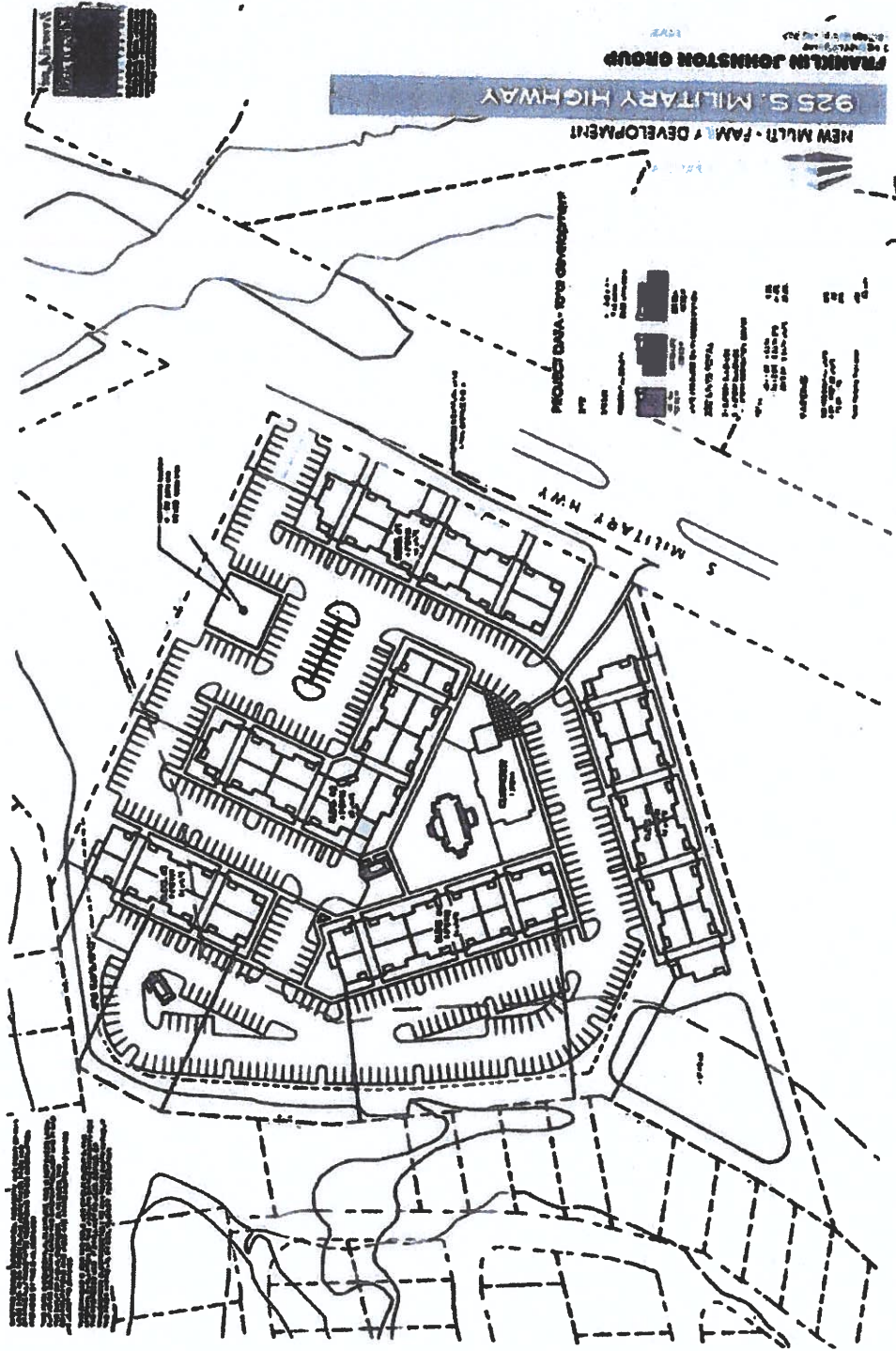


EXHIBIT "A"

REVITALIZATION AREA SITE LAYOUT GPIN 1456-04-8084



K.2

Location Map

925 Apts. II, L.P.
925 Apartments II

925 S. Military Hwy
Virginia Beach, VA 23464



K.3

Surveyor's Certification of
Proximity to Public
Transportation



2901 S. Lynnhaven Rd.
Suite 200
Virginia Beach, VA 23452

P 757.213.6679
F 757.340.1415
www.timmons.com

Engineer's Certification of Proximity to Transportation

DATE: August 3, 2021

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


RE: 2021 Tax Credit Reservation Request
Name of Development: 925 Apartments II
Name of Owner: 925 Apts. II, L.P.

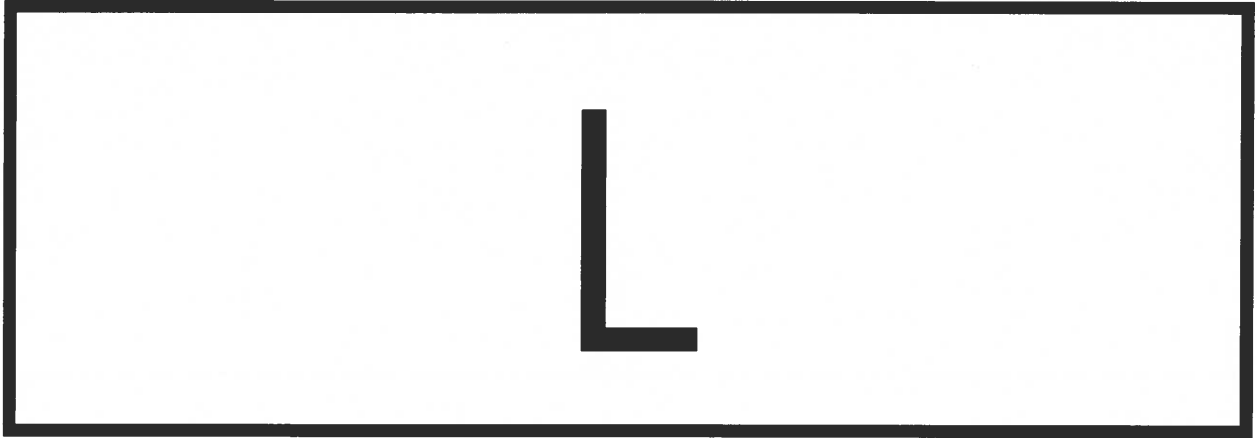
Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Timmons Group
Firm Name
By: 
Its: Group Leader
Title



PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: 925 Apartments II

Tracking #: 2021-TEB-110

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

General Instructions

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

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



PHA or Section 8 Notification Letter

DATE: August 18, 2021

TO: Mr. David Grigsby
 Housing & Neighborhood Preservation
 2424 Courthouse Drive, Bldg. 18, Virginia Beach, VA 23456

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: 925 Apartments II
 Name of Owner: 925 Apts. II, L.P.

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 Virginia Housing. 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 October 1, 2023 (date).

The following is a brief description of the proposed development:

Development Address:
925 South Military Highway, Virginia Beach, Virginia 23464

Proposed Improvements:

- New Constr.: 92 # units 2 # Bldgs
- Adaptive Reuse: _____ # units _____ # Bldgs
- Rehabilitation: _____ # units _____ # Bldgs

Proposed Rents:

- Efficiencies: \$ _____ / month
- 1 Bedroom Units: \$ 870 / month
- 2 Bedroom Units: \$ 1,035 / month
- 3 Bedroom Units: \$ 1,175 / month
- 4 Bedroom Units: \$ _____ / month

Other Descriptive Information:

925 Apartments will be a two-phased community of which 128 units (Phase I) will be financed with taxable bonds, REACH, and 9% LIHTC. Phase II (92 units) will potentially be financed with tax-exempt bonds, REACH, and 4% LIHTC. The 3- and 4-story apartment buildings will include 1-, 2-, and 3-bedroom floor plans.

300 32nd Street, Suite 310, Virginia Beach, VA 23451
 Phone: 757.965.6200 | Fax: 757.793.4409
 www.thefranklinjohnstongroup.com

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757)793-4394.

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

Sincerely yours



Thomas M. Johnston

Name

Chief Development Officer

Title

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

Seen and Acknowledged By: David Grigsby

Printed Name: David Grigsby

Title: Rental Housing Administrator


Phone: 757-385-5745

Date: 8-31-21

300 32nd Street, Suite 310, Virginia Beach, VA 23451

Phone: 757.965.6200 | Fax: 757.793.4409

www.thefranklinjohnstongroup.com



M

Locality CEO Response
Letter



City of Virginia Beach

VBgov.com

OFFICE OF THE CITY MANAGER
(757)-385-4242
FAX (757) 427-5626
TDD (757) 385-4305

MUNICIPAL CENTER
BUILDING NUMBER 1 ROOM 234
2401 COURTHOUSE DRIVE
VIRGINIA BEACH, VA 23466-8001

August 13, 2021

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

VHDA Tracking Number: 2021-TEB-110
Development Name: 925 Apartments II
Name of Owner/Applicant: 925 Apts. II, L.P.

Dear Mr. Bondurant:

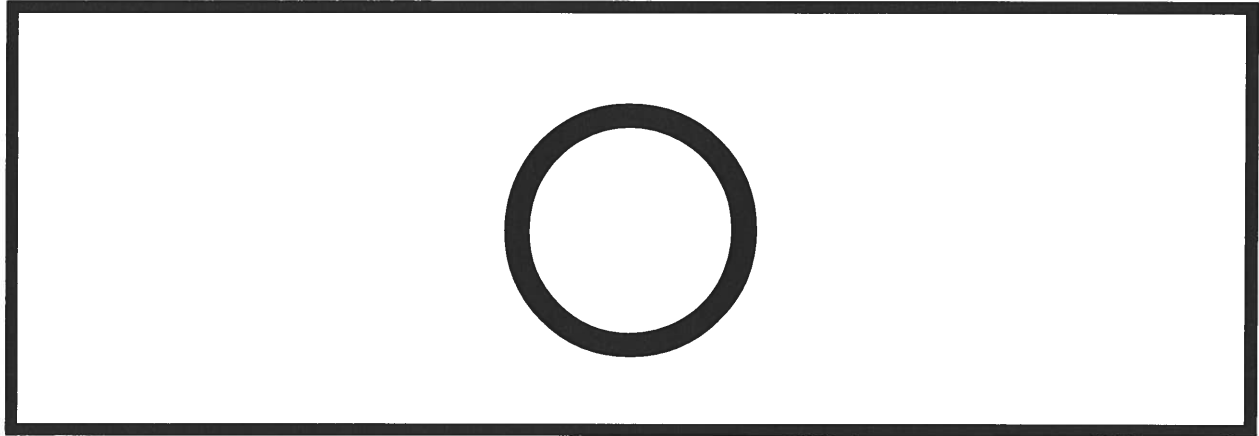
The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Virginia Beach. Accordingly, the City of Virginia Beach supports the allocation of federal housing tax credits requested by 925 Apts. II, L.P. for this development.

Sincerely,

Patrick A. Duhaney
City Manager

N

Homeownership Plan



Plan of Development Certification Letter

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements



Virginia Housing Experienced LIHTC Developers

Notes:

Updated: 12/13/2021

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

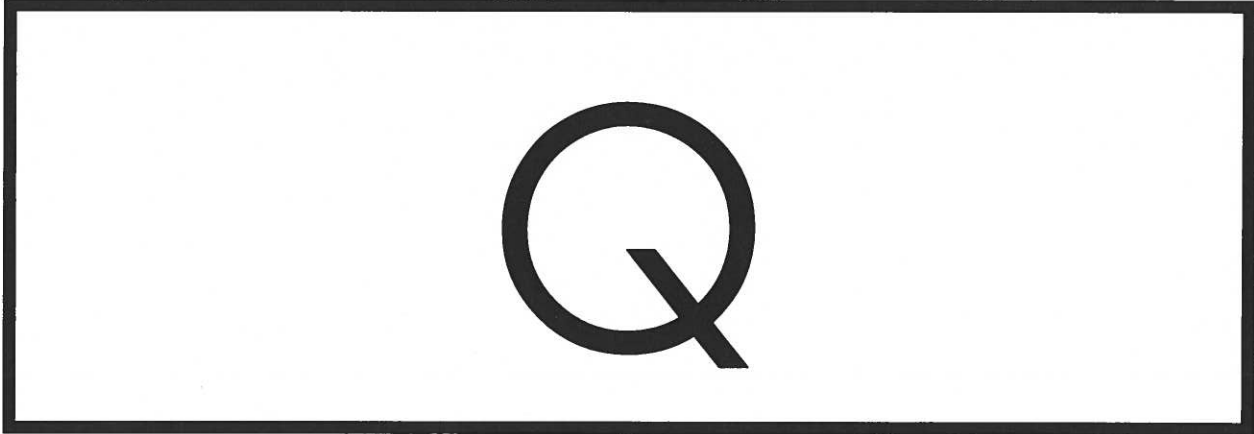
See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	29 Fitch, Hollis M.	60 Melton, Melvin B.
2 Arista, Roberto	30 Fore, Richard L.	61 Midura, Ronald J.
3 Asarch, Chad	31 Franklin, Wendell C.	62 Mirmelstein, George
4 Ayd, Tom	32 Franklin, Wendell Taylor	63 Nelson, IV, John M.
5 Barnhart, Richard K.	33 Friedman, Mitchell M.	64 Orth, Kevin
6 Baron, Richard	34 Gardner, Mark E.	65 Page, David
7 Bennett, Vincent R.	35 Goldberg, Jeffrey	66 Parent, Brian
8 Burns, Laura P.	36 Gunderman, Timothy L.	67 Park, Richard A.
9 Chapman, Tim	37 Haskins, Robert G.	68 Park, William N.
10 Cohen, Howard Earl	38 Hardee, Carl	69 Pasquesi, R.J.
11 Connelly, T. Kevin	39 Heatwole, F. Andrew	70 Pedigo, Gerald K.
12 Connors, Cathy	40 Honeycutt, Thomas W.	71 Poulin, Brian M.
13 Copeland, M. Scott	41 Hunt, Michael C.	72 Queener, Brad
14 Copeland, Robert O.	42 Iglesias, Adrian	73 Rappin, Steve
15 Copeland, Todd A.	43 Jaeger, Jeffrey	74 Ripley, F. Scott
16 Cordingley, Bruce A.	44 Jester, M. David	75 Ripley, Ronald C.
17 Counselman, Richard	45 Johnston, Thomas M.	76 Ross, Stephen M.
18 Crosland, Jr., John	46 Jones Kirkland, Janice	77 Salazar, Tony
19 Curtis, Lawrence H.	47 Kirkland, Milton L.	78 Sari, Lisa A.
20 Daigle, Marc	48 Kittle, Jeffery L.	79 Sinito, Frank T.
21 Dambly, Mark H.	49 Koogler, David M.	80 Stockmaster, Adam J.
22 Deutch, David O.	50 Koogler, David Mark	81 Stoffregen, Phillip J.
23 Dischinger, Chris	51 Lancaster, Dale	82 Surber, Jen
24 Douglas, David D.	52 Lawson, Phillip O.	83 Valey, Ernst
25 Edmondson, Jim	53 Lawson, Steve	84 Uram, David
26 Edson, Rick	54 Leon, Miles B.	85 Wilson, Stephen
27 Ellis, Gary D.	55 Lewis, David R.	86 Woda, Jeffrey J.
28 Fekas, William L.	56 Levitt, Michael	87 Wohl, Michael D.
	57 Margolis, Robert B.	88 Wolfson, III, Louis
	58 McCormack, Kevin	
	59 McNamara, Michael L.	

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 LEDIC Realty Company, LLC
16 Newport News RHA
17 NHT Communities
18 Norfolk Redevelopment Housing Authority
19 People Incorporated
20 Piedmont Housing Alliance
21 Preserving US, Inc.
22 Portsmouth RHA
23 RHA/Housing, Inc.
24 Rush Homes
25 The Community Builders
26 Virginia Supportive Housing
27 Virginia United Methodist Housing Development Corporation
28 Wesley Housing Development Corporation



Q

Documentation of
Rental Assistance, Tax
Abatement and/or
Existing HUD/RD

R

Documentation of
Operating Budget
and Utility Allowance

ProCraft Inspection Services

757.362.2300 • www.procraftinspections.com

August 11, 2021

Re: 925 Apartments, Virginia Beach, VA

The monthly average water and sewer utility cost for 925 Apartments new construction units has been estimated to be:

\$43 for a one bedroom
\$62 for a two bedroom
\$82 for a three bedroom

The monthly average electric cost for 925 Apartments new construction units has been estimated to be:

\$38 for a one bedroom
\$43 for a two bedroom
\$58 for a three bedroom

*One bedroom assumes 2 occupants; two bedrooms assume 3 occupants and three bedrooms assume 4 occupants.

Pursuant to Option 2 in the VHDA Utility Allowance Options and Procedures issued on February 12, 2009, the utilities were estimated by an unrelated RESNET professional using an energy consumption model. The estimate reflects current rates as of June 30, 2020.

Respectfully,



Brad Brinke
ProCraft Inspection Services
HERS Rater #7280903

Block 19

Energy audits • energy ratings • weatherization • ~~property inspections~~



ProCraft Inspection Services

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Virginia Beach, VA

Water Fixtures Used:

- 1.28gpf toilet
- 1.5gpm shower head
- Electric dishwasher
- Electric Washing Machine

925 Apartments was modeled using the EPA's "Water Sense Home" baseline figures of 70 gallons per person per day. By using the ultra-low flow fixtures and other water saving devices in the units a savings of 27.95 gallons per day is created. When subtracted from the EPA estimate a comparable unit will use 42.05 gallons of water per day per person.

Electric Fixtures Used:

- Electric water heater
- Refrigerator
- Dishwasher
- Electric heat pump

Electric rates at 2.1086 cents for the first 800 KWH and 1.1943 cents for over 800 KWH
Monthly Meter Fee \$6.58



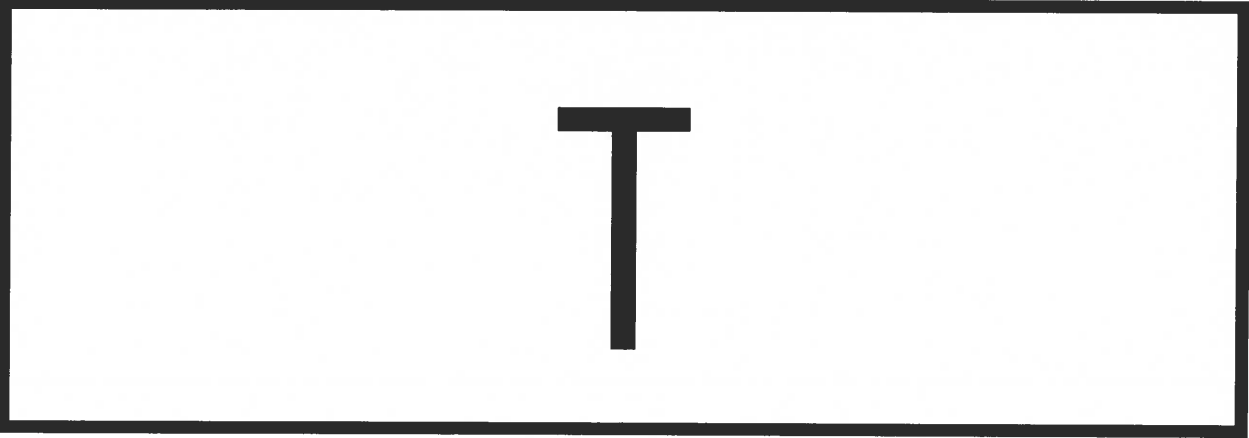
Energy audits • energy ratings • weatherization • property inspections

Inspection Services



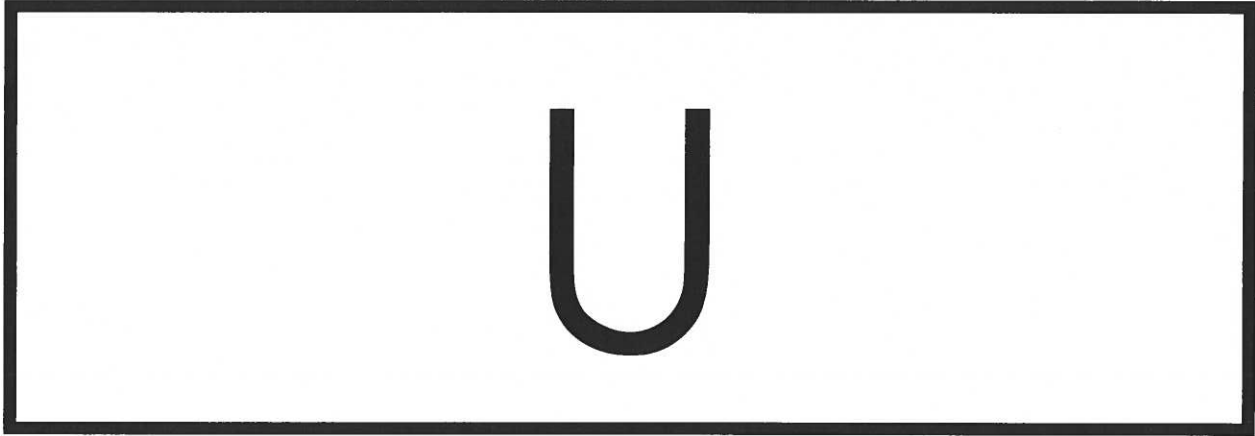
S

Supportive Housing
Certification



T

Funding Documentation




U

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



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal



W

Internet Safety Plan and
Resident Information
Form



X

Marketing Plan

For units meeting accessibility requirements of HUD section
504



Y

Inducement Resolution
for Tax Exempt Bonds