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# 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](mailto: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**

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
JD Bondurant	<a href="mailto:johndavid.bondurant@virginiahousing.com">johndavid.bondurant@virginiahousing.com</a>	(804) 343-5725
Sheila Stone	<a href="mailto:sheila.stone@virginiahousing.com">sheila.stone@virginiahousing.com</a>	(804) 343-5582
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto:pamela.freeth@virginiahousing.com">pamela.freeth@virginiahousing.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto:aniyah.moaney@virginiahousing.com">aniyah.moaney@virginiahousing.com</a>	(804) 343-5518

**TABLE OF CONTENTS**

Click on any tab label to be directed to that tab within the application.

<b>TAB</b>	<b>DESCRIPTION</b>
1. <a href="#">Submission Checklist</a>	Mandatory Items, Tabs and Descriptions
2. <a href="#">Development Information</a>	Development Name and Locality Information
3. <a href="#">Request Info</a>	Credit Request Type
4. <a href="#">Owner Information</a>	Owner Information and Developer Experience
5. <a href="#">Site and Seller Information</a>	Site Control, Identity of Interest and Seller info
6. <a href="#">Team Information</a>	Development Team Contact information
7. <a href="#">Rehabilitation Information</a>	Acquisition Credits and 10-Year Look Back Info
8. <a href="#">Non Profit</a>	Non Profit Involvement, Right of First Refusal
9. <a href="#">Structure</a>	Building Structure and Units Description
10. <a href="#">Utilities</a>	Utility Allowance
	Building Amenities above Minimum Design Requirements
11. <a href="#">Enhancements</a>	
12. <a href="#">Special Housing Needs</a>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <a href="#">Unit Details</a>	Set Aside Selection and Breakdown
14. <a href="#">Budget</a>	Operating Expenses
15. <a href="#">Project Schedule</a>	Actual or Anticipated Development Schedule
16. <a href="#">Hard Costs</a>	Development Budget: Contractor Costs
	Development Budget: Owner's Costs, Developer Fee, Cost Limits
17. <a href="#">Owner's Costs</a>	
18. <a href="#">Eligible Basis</a>	Eligible Basis Calculation
	Construction, Permanent, Grants and Subsidized Funding Sources
19. <a href="#">Sources of Funds</a>	
20. <a href="#">Equity</a>	Equity and Syndication Information
	Credit Reservation Amount Needed
21. <a href="#">Gap Calculation</a>	
21. <a href="#">Cash Flow</a>	Cash Flow Calculation
22. <a href="#">BINs</a>	BIN by BIN Eligible Basis
24. <a href="#">Owner Statement</a>	Owner Certifications
25. <a href="#">Architect's Statement</a>	Architect's agreement with proposed deal
26. <a href="#">Scoresheet</a>	Self Scoresheet Calculation
27. <a href="#">Development Summary</a>	Summary of Key Application Points
28. <a href="#">Efficient Use of Resources</a>	Calculation of Score
29. <a href="#">Efficient Use of Resources - TE Bonds</a>	Calculation of Score

## 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 <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study and plans & specifications) <b>(MANDATORY)</b>              |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>                          |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>   |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>  |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:   |
|                                     | -Nonprofit Articles of Incorporation                      -IRS Documentation of Nonprofit Status  |
|                                     | -Joint Venture Agreement (if applicable)                      -For-profit Consulting Agreement (if applicable)  |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>  |
|                                     | Tab K: Documentation of Development Location:   |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification   |
| <input checked="" type="checkbox"/> | K.2 Location Map  |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation  |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter  |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter   |
| <input type="checkbox"/>            | Tab N: Homeownership Plan   |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter   |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements  |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property   |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances   |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation  |
| <input type="checkbox"/>            | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal   |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)  |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504   |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds   |



VHDA TRACKING NUMBER 2021-C-40

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2021

1. Development Name: Brookland Park Apartments
2. Address (line 1): 1218, 1224, 1226, 1228 E Brookland Park Bou  
 Address (line 2):   
 City: Richmond State: VA Zip: 23222
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 Richmond 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: 108.00
7. Development is located in a **Qualified Census Tract**..... TRUE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** ..... 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%
<u>FALSE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 4
- Planning District: 15
- State Senate District: 9
- State House District: 71

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

Brookland Park Apartments is a 66 unit multifamily project in the City of Richmond located on +/- .79 acres. The proposed development consists of 30- 1 bedroom, 1 bath units, 32- 2 bedroom, 2 bath units and 4- 3 bedroom, 2 bath units.

VHDA TRACKING NUMBER

2021-C-40

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2021

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: J.E. Lincoln Saunders  
 Chief Executive Officer's Title: Acting Chief Administrative Officer Phone:   
 Street Address: 900 East Broad Street, Suite 201  
 City: Richmond State: VA Zip: 23219

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Kevin Vonck, Acting Director of Planning and Development Review

- 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:

Non Profit Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

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

Carryforward Allocation

Definitions of types:

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

New Construction

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

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

FALSE

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

FALSE

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

Name of companion development: [Redacted]

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

FALSE

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

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

**6. Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

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

**C. OWNERSHIP INFORMATION**

NOTE: 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: Nehemiah Ventures LLC

Developer Name: Community Housing, Inc. dba CPDC Community Housing, Inc.

Contact: M/M ▶ Mrs. First: Shelynda MI: B Last: Brown

Address: 8403 Colesville Road, Suite 1150

City: Silver Spring St. ▶ MD Zip: 20910

Phone: (202) 885-9552 Ext.  Fax:

Email address: sbbrown@enterprisecommunity.org

Federal I.D. No. 47-3246632 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Liability Company Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.  
Mario Wells, mariowells@enterprisecommunity.org

- 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>CPDC Nehemiah Ventures LLC</u>	<u>(202) 885-9552</u>	<u>Managing Member</u>	<u>100.000%</u>
<u>Community Housing, Inc. dba CPDC Community Hou.</u>	<u>(202)885-9552</u>	<u>Sole Member</u>	<u>100.000%</u>
<u>Brian McLaughlin</u>	<u>(410) 230-2104</u>	<u>President of CHI</u>	<u>100.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</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. .... **TRUE**

**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..... **FALSE**

**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:  Option

Expiration Date:

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**

TRUE ..... 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.  FALSE ..... 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..... .
- c.  TRUE ..... 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: Community Housing Inc.

Address: 8403 Colesville Road, Suite 1150

City: Silver Spring St.: MD Zip: 20910

Contact Person: Christopher LoPiano Phone: (202) 885-9567

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

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>
Community Housing Inc. dba CPDC Co		Sole Member	100.00%
			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:         | Aaron O'Toole  | This is a Related Entity. | <b>FALSE</b>   |
| Firm Name:               | Klein Horning  |                           |                |
| Address:                 | 1325 G Street NW, Suite 770, Washington, DC 20005            |                           |                |
| Email:                   | aotoole@kleinhorning.com                                     | Phone:                    | (202) 926-3403 |
|                          |  |                           |                |
| 2. Tax Accountant:       | Michele Adams  | This is a Related Entity. | <b>FALSE</b>   |
| Firm Name:               | CohenReznick   |                           |                |
| Address:                 | 500 East Pratt Street, 4th Floor, Baltimore, MD 21202        |                           |                |
| Email:                   | michele.adams@cohnreznick.com                                | Phone:                    | (410) 783-6224 |
|                          |  |                           |                |
| 3. Consultant:           |  | This is a Related Entity. | <b>FALSE</b>   |
| Firm Name:               |  | Role:                     |                |
| Address:                 |  |                           |                |
| Email:                   |  | Phone:                    |                |
|                          |  |                           |                |
| 4. Management Entity:    | Gayle Filo   | This is a Related Entity. | <b>TRUE</b>    |
| Firm Name:               | Enterprise Residential, LLC                                  |                           |                |
| Address:                 | 875 Hollins Street, Suite 202, Baltimore, MD 21201           |                           |                |
| Email:                   | gfilo@enterpriseresidential.org                              | Phone:                    | (443) 451-6820 |
|                          |  |                           |                |
| 5. Contractor:           | Jeff Bunch   | This is a Related Entity. | <b>FALSE</b>   |
| Firm Name:               | UrbanCore Construction                                       |                           |                |
| Address:                 | 409 E Main Street, Suite 100, Richmond, VA 23219             |                           |                |
| Email:                   | jbunch@urbancoreva.com                                       | Phone:                    | (804) 971-5590 |
|                          |  |                           |                |
| 6. Architect:            | Lawrence V. Antoine, Jr.                                     | This is a Related Entity. | <b>FALSE</b>   |
| Firm Name:               | Torti Gallas + Partners                                      |                           |                |
| Address:                 | 1330 Spring Street, 4th Floor, Silver Spring, Maryland 20910 |                           |                |
| Email:                   | mantoine@tortigallas.com                                     | Phone:                    | (301) 588-4800 |
|                          |  |                           |                |
| 7. Real Estate Attorney: | Jennifer Mullen  | This is a Related Entity. | <b>FALSE</b>   |
| Firm Name:               | Roth Jackson Gibbons Condlin, PLC                            |                           |                |
| Address:                 | 1519 Summit Avenue, Suite 102, Richmond, VA 23230            |                           |                |
| Email:                   | jmullen@rothjackson.com                                      | Phone:                    | (804) 441-8440 |
|                          |  |                           |                |
| 8. Mortgage Banker:      |  | This is a Related Entity. | <b>FALSE</b>   |
| Firm Name:               |  |                           |                |
| Address:                 |  |                           |                |
| Email:                   |  | Phone:                    |                |
|                          |  |                           |                |
| 9. Other:                |  | This is a Related Entity. | <b>FALSE</b>   |
| Firm Name:               |  | Role:                     |                |
| Address:                 |  |                           |                |
| Email:                   |  | Phone:                    |                |

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

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

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from 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
If no credits are being requested for rehabilitation expenditures, go on to Part 4

b. Minimum Expenditure Requirements

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

4. Request For Exception

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

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶ Owner

Name: Community Housing, Inc. dba CPDC Community Housing, Inc. (Please fit NP name within available space)

Contact Person: Christopher LoPiano

Street Address: 8403 Colesville Road, Ste 1150

City: Silver Spring State: ▶ MD Zip: 20910-0000

Phone: (202) 885-9567 Extension:  Contact Email: clopiano@enterprisecomr

**G. NONPROFIT INVOLVEMENT**

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

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

A. TRUE After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit.

**Action:** Provide Option or Right of First Refusal in Recordable Form (**TAB V**)  
Provide Nonprofit Questionnaire (if applicable) (**TAB I**)

**Name of qualified nonprofit:** Community Housing, Inc. dba CPDC Community Housing

**or indicate true if Local Housing Authority** FALSE

**Name of Local Housing Authority** \_\_\_\_\_

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

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	66	bedrooms	106
Total number of <b>rental</b> units in development	66	bedrooms	106
Number of low-income rental units	66	bedrooms	106
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	66	bedrooms	106
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.....			72,244.00 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			0.00 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			72,244.00 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			100.00%
i. Exact area of site in acres .....	0.790		
j. Locality has approved a final site plan or plan of development..... If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			TRUE
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	622.40	SF	30	30
2BR Garden	897.20	SF	32	32
3BR Garden	1199.00	SF	4	4
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
			66	66

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4

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

e. Commercial Area Intended Use:

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

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



**H. STRUCTURE AND UNITS INFORMATION**

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

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

h. Development contains an elevator(s). TRUE  
 If true, # of Elevators. 2  
 Elevator Type (if known) \_\_\_\_\_

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

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

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

l. Describe Community Facilities: Community room, flex space community room, exercise room

m. Number of Proposed Parking Spaces..... 19  
 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	1.50%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	1.50%
Project Wide Absorption Period (Months)	3

**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:**

New Constr.
----------------

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 42.15% | 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     |  |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or     |  |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features   |
| or     |  |
| FALSE  | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or     |  |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| TRUE   | r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.   |

J. ENHANCEMENTS

FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

FALSE a. All cooking ranges have front controls.

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:

FALSE Earthcraft Gold or higher certification

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

FALSE U.S. Green Building Council LEED certification

FALSE Enterprise Green Communities (EGC) Certification

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

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

FALSE Zero Energy Ready Home Requirements

FALSE Passive House Standards

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

TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

7 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards: 11% of Total Rental Units

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

If not, please explain:

[Redacted area]

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

**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	14	16	0
Air Conditioning	0	7	9	12	0
Cooking	0	4	6	8	0
Lighting	0	17	23	30	0
Hot Water	0	11	14	17	0
Water	0	17	33	50	0
Sewer	0	27	53	80	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$95	\$152	\$213	\$0

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

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

**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**)

**TRUE**

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

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

**Note:** Subsidies may apply to any units, not only those built to satisfy Section 504. (60 points)


**FALSE**

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

**FALSE**

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

**For items a,b or c, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.**

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

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

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

(If **True**, 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.....  FALSE  
(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:

Last Name:

Phone Number:  Email:

**4. Rental Assistance**

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

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

<input checked="" type="checkbox"/> <b>FALSE</b>	Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
<input checked="" type="checkbox"/> <b>FALSE</b>	Section 8 New Construction Substantial Rehabilitation
<input checked="" type="checkbox"/> <b>FALSE</b>	Section 8 Moderate Rehabilitation
<input checked="" type="checkbox"/> <b>FALSE</b>	Section 8 Certificates
<input checked="" type="checkbox"/> <b>TRUE</b>	Section 8 Project Based Assistance
<input checked="" type="checkbox"/> <b>FALSE</b>	RD 515 Rental Assistance
<input checked="" type="checkbox"/> <b>FALSE</b>	Section 8 Vouchers *Administering Organization: <input type="text"/>
<input checked="" type="checkbox"/> <b>FALSE</b>	State Assistance *Administering Organization: <input type="text"/>
<input checked="" type="checkbox"/> <b>FALSE</b>	Other: <input type="text"/>

**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:

7

How many years in rental assistance contract?

15.00

Expiration date of contract:

12/31/2036

There is an Option to Renew.....

TRUE

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

**L. UNIT DETAILS**

**1. Set-Aside Election:**

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

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

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

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
7	10.61%	30% Area Median	210%
15	22.73%	40% Area Median	600%
18	27.27%	50% Area Median	900%
0	0.00%	60% Area Median	0%
8	12.12%	70% Area Median	560%
18	27.27%	80% Area Median	1440%
0	0.00%	Market Units	
66	100.00%	<b>Total</b>	56.21%


Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
7	10.61%	30% Area Median	210%
15	22.73%	40% Area Median	600%
18	27.27%	50% Area Median	900%
0	0.00%	60% Area Median	0%
8	12.12%	70% Area Median	560%
18	27.27%	80% Area Median	1440%
0	0.00%	Market Units	
66	100.00%	<b>Total</b>	56.21%

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

**2. Unit Detail**

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	7	0	622.40	\$408.00	\$2,856
Mix 2	1 BR - 1 Bath	40% AMI	3	3	622.40	\$576.00	\$1,728
Mix 3	1 BR - 1 Bath	50% AMI	10	0	622.40	\$743.00	\$7,430
Mix 4	1 BR - 1 Bath	60% AMI	0	0	622.40	\$911.00	\$0
Mix 5	1 BR - 1 Bath	70% AMI	0	0	622.40	\$1,079.00	\$0
Mix 6	1 BR - 1 Bath	80% AMI	10	0	622.40	\$1,150.00	\$11,500
Mix 7	2 BR - 2 Bath	30% AMI	0	0	897.20	\$536.00	\$0
Mix 8	2 BR - 2 Bath	40% AMI	8	3	897.20	\$653.00	\$5,224
Mix 9	2 BR - 2 Bath	50% AMI	8	0	897.20	\$854.00	\$6,832
Mix 10	2 BR - 2 Bath	60% AMI	0	0	897.20	\$1,055.00	\$0
Mix 11	2 BR - 2 Bath	70% AMI	8	0	897.20	\$1,230.00	\$9,840
Mix 12	2 BR - 2 Bath	80% AMI	8	0	897.20	\$1,355.00	\$10,840
Mix 13	3 BR - 2 Bath	30% AMI	0	0	1199.00	\$484.00	\$0
Mix 14	3 BR - 2 Bath	40% AMI	4	1	1199.00	\$717.00	\$2,868
Mix 15	3 BR - 2 Bath	50% AMI	0	0	1199.00	\$949.00	\$0
Mix 16	3 BR - 2 Bath	60% AMI	0	0	1199.00	\$1,182.00	\$0

**L. UNIT DETAILS**

Mix 17	3 BR - 2 Bath	70% AMI	0	0	1199.00	\$1,414.00	\$0
Mix 18	3 BR - 2 Bath	80% AMI	0	0	1199.00	\$1,647.00	\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0

**L. UNIT DETAILS**

Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			66	7			\$59,118

<b>Total Units</b>	<b>66</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>52,178.40</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>52,178.40</b>

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

**M. OPERATING EXPENSES**

<b>Administrative:</b>		<b>Use Whole Numbers Only!</b>
1. Advertising/Marketing		\$3,396
2. Office Salaries		\$0
3. Office Supplies		\$2,520
4. Office/Model Apartment	(type <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> )	\$0
5. Management Fee		\$41,074
<u>5.79%</u> of EGI	<u>\$622.33</u> Per Unit	
6. Manager Salaries		\$42,500
7. Staff Unit (s)	(type <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> )	\$0
8. Legal		\$4,608
9. Auditing		\$12,500
10. Bookkeeping/Accounting Fees		\$0
11. Telephone & Answering Service		\$7,950
12. Tax Credit Monitoring Fee		\$2,310
13. Miscellaneous Administrative		\$14,530
<b>Total Administrative</b>		<b>\$131,388</b>
<b>Utilities</b>		
14. Fuel Oil		\$0
15. Electricity		\$10,000
16. Water		\$3,000
17. Gas		\$0
18. Sewer		\$0
<b>Total Utility</b>		<b>\$13,000</b>
<b>Operating:</b>		
19. Janitor/Cleaning Payroll		\$42,000
20. Janitor/Cleaning Supplies		\$4,800
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$3,000
23. Trash Removal		\$5,000
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$7,500
28. Maintenance/Repairs Payroll		\$10,000
29. Repairs/Material		\$0
30. Repairs Contract		\$2,000
31. Elevator Maintenance/Contract		\$5,500
32. Heating/Cooling Repairs & Maintenance		\$3,000
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$1,200
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$12,050
<b>Totals Operating &amp; Maintenance</b>		<b>\$96,050</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$47,520
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$700
41. Property & Liability Insurance	\$38,905
42. Fidelity Bond	\$0
43. Workman's Compensation	\$22,757
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$109,882</b>

**Total Operating Expense** **\$350,320**

**Total Operating Expenses Per Unit** \$5,308 **C. Total Operating Expenses as % of EGI** 49.40%

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$19,800**

<b>Total Expenses</b>	<b>\$370,120</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.



**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	11/28/2016	Complete
b. Site Acquisition	2/23/2015	Complete
c. Zoning Approval	3/12/2018	Complete
d. Site Plan Approval	3/12/2018	Complete
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	7/1/2021	Mario Wells
ii. Conditional Commitment	9/30/2021	Mario Wells
iii. Firm Commitment	10/1/2021	Mario Wells
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	7/1/2021	Mario Wells
ii. Conditional Commitment	9/30/2021	Mario Wells
iii. Firm Commitment	10/1/2021	Mario Wells
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	3/27/2019	Mario Wells
ii. Conditional Commitment	6/1/2019	Mario Wells
iii. Firm Commitment	6/1/2019	Mario Wells
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	Richmond AHTF	Sharon Ebert, Shelynda Brown
ii. Application	12/19/2019	Shelynda Brown
iii. Award/Commitment	2/4/2020	Shelynda Brown
<b>2. Formation of Owner</b>	2/23/2015	Klein Hornig
<b>3. IRS Approval of Nonprofit Status</b>	4/5/1994	Derek Torton
<b>4. Closing and Transfer of Property to Owner</b>	10/1/2021	Mario Wells
<b>5. Plans and Specifications, Working Drawings</b>	3/16/2021	Mario Wells
<b>6. Building Permit Issued by Local Government</b>	6/1/2021	Mario Wells
<b>7. Start Construction</b>	10/15/2021	Mario Wells
<b>8. Begin Lease-up</b>	4/1/2023	Mario Wells
<b>9. Complete Construction</b>	5/1/2023	Mario Wells
<b>10. Complete Lease-Up</b>	10/1/2023	Mario Wells
<b>11. Credit Placed in Service Date</b>	1/1/2024	Mario Wells

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	8,673,695	0	0	8,673,695
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	<b>8,673,695</b>	<b>0</b>	<b>0</b>	<b>8,673,695</b>
f. Earthwork	538,640	0	0	263,640
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	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
<b>Total Land Improvements</b>	<b>538,640</b>	<b>0</b>	<b>0</b>	<b>263,640</b>
<b>Total Structure and Land</b>	<b>9,212,335</b>	<b>0</b>	<b>0</b>	<b>8,937,335</b>
q. General Requirements	826,410	0	0	826,410
r. Builder's Overhead ( 2.5% Contract)	230,308	0	0	230,308
s. Builder's Profit ( 2.5% Contract)	230,308	0	0	230,308
t. Bonds	0	0	0	0
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1:	0	0	0	0
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$10,499,361</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,224,361</b>

**O. PROJECT BUDGET - OWNER COSTS****MUST USE WHOLE NUMBERS ONLY!**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$9,511 /Unit)	627,711	0	0	627,711
c. Architecture Supervision Fee \$1,655 /Unit)	109,250	0	0	109,250
d. Tap Fees	0	0	0	0
e. Environmental	42,924	0	0	42,924
f. Soil Borings	15,600	0	0	15,600
g. Green Building (Earthcraft, LEED, etc.)	32,500	0	0	32,500
h. Appraisal	5,500	0	0	0
i. Market Study	12,250	0	0	12,250
j. Site Engineering / Survey	13,440	0	0	3,700
k. Construction/Development Mgt	213,200	0	0	213,200
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest ( 4.0% for 16 months)	650,001	0	0	210,058
o. Taxes During Construction	30,000	0	0	30,000
p. Insurance During Construction	30,000	0	0	30,000
q. Permanent Loan Fee ( 2.0% )	97,205	0	0	0
r. Other Permanent Loan Fees	160,987	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	40,000	0	0	40,000
u. Accounting	45,000	0	0	0
v. Title and Recording	51,951	0	0	20,000
w. Legal Fees for Closing	225,000	0	0	140,000
x. Mortgage Banker	0	0	0	
y. Tax Credit Fee	64,284			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	140,760	0	0	140,760
ab. Organization Costs	8,000	0	0	8,000
ac. Operating Reserve	222,399	0	0	0
ad. Contingency	588,632	0	0	533,683
ae. Security	0	0	0	0
af. Utilities	23,550	0	0	23,550

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Lease Up Reserve	111,051	0	0	0
(2) Other* specify: LISC Fees	47,950	0	0	14,525
(3) Other* specify: Historic Consultant	20,000	0	0	20,000
(4) Other* specify: Replacement Reserves	19,800	0	0	0
(5) Other* specify: Building Permits	67,506	0	0	67,506
(6) Other* specify: Holding Costs	82,240	0	0	0
(7) Other* specify: Inspections	36,760	0	0	36,760
(8) Other* specify: Cable Installation	30,000	0	0	30,000
(9) Other* specify:		0	0	0
(10) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$3,865,451</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,401,977</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$14,364,812</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,626,338</b>
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	<b>1,605,027</b>	<b>0</b>	<b>0</b>	<b>1,605,027</b>
<b>4. Owner's Acquisition Costs</b>				
Land	0			
Existing Improvements	325,000	0		
Subtotal 4:	\$325,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$16,294,839	\$0	\$0	\$14,231,365

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:**

**\$1,605,185**

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

\$221 **Meets Limits**  
\$275



**Q. SOURCES OF FUNDS**

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	TBD			\$11,591,101	
2.					
3.					
Total Construction Funding:				\$11,591,101	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period <i>IN YEARS</i>	Term of Loan (years)
1.	TBD- Perm Debt			\$4,969,000	\$277,722	4.75%	40.00	18.00
2.	State HTF	3/29/2019	7/1/2019	\$700,000	\$7,000	1.00%	1000.00	30.00
3.	DHCD HOME	4/15/2020	7/30/2020	\$800,000	\$8,000	1.00%	1000.00	30.00
4.	Sponsor Loan- City of Rich	12/19/2019	2/4/2020	\$600,000				
5.	Sponsor Loan- Bank of Am	7/1/2019	10/8/2019	\$15,000				
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$7,084,000	\$292,722			

**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.	City of Richmond	2/4/2020	\$600,000
2.	DHCD HOME	7/30/2020	\$800,000
3.	State Housing Trust Fund	7/1/2019	\$700,000
4.			
5.			
Total Subsidized Funding			\$2,100,000

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$800,000
h.	Other: VHTF	\$700,000
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$4,869,627
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

[Empty yellow box for listing financing and credit enhancements]

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

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

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

c. **FALSE** Other [Empty yellow box for other subsidies]

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	\$803,075	(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** \$803,075

**2. Equity Gap Calculation**

a. Total Development Cost	\$16,294,839
b. Total of Permanent Funding, Grants and Equity	- <u>\$7,887,075</u>
c. Equity Gap	\$8,407,764
d. Developer Equity	- <u>\$843</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$8,406,921

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

a. Actual or Anticipated Name of Syndicator:	Enterprise Housing Credit Investments, LLC		
Contact Person:	Philip Porter	Phone:	(410) 772-2594
Street Address:	70 Corporate Center, 1000 Broken Land Parkway, Suite 700		
City:	Columbia	State:	Zip: 21044

b. Syndication Equity

i. Anticipated Annual Credits	\$904,060.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.930
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$903,970
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$8,406,921

c. Syndication: Private

d. Investors: Select?

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$8,406,921

**5. Net Equity Factor**

Must be equal to or greater than 85% 93.0000417691%

**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>\$16,294,839</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u><u>\$7,887,075</u></u>
3. Equals Equity Gap		<u>\$8,407,764</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u><u>93.0000417691%</u></u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$9,040,603</u>
Divided by ten years		<u><u>10</u></u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$904,060</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,665,070</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$904,060</u>
Credit per LI Units	<u>\$13,697.8788</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$8,528.8679</u>	

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units	\$61,847
Plus Other Income Source (list): <u>Laundry and Pet Deposit and Fees</u>	<u>\$1,693</u>
Equals Total Monthly Income:	<u>\$63,540</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$762,480
Less Vacancy Allowance <u>7.0%</u>	<u>\$53,374</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b><u>\$709,106</u></b>

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

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

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

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

a. Annual EGI Low-Income Units	\$709,106
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$709,106
d. Total Expenses	\$370,120
e. Net Operating Income	\$338,986
f. Total Annual Debt Service	\$292,722
g. Cash Flow Available for Distribution	\$46,264

**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	709,106	723,289	737,754	752,509	767,560
Less Oper. Expenses	370,120	381,224	392,660	404,440	416,573
Net Income	338,986	342,065	345,094	348,069	350,986
Less Debt Service	292,722	292,722	292,722	292,722	292,722
Cash Flow	46,264	49,343	52,372	55,347	58,264
Debt Coverage Ratio	1.16	1.17	1.18	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	782,911	798,569	814,540	830,831	847,448
Less Oper. Expenses	429,071	441,943	455,201	468,857	482,923
Net Income	353,840	356,626	359,339	361,974	364,525
Less Debt Service	292,722	292,722	292,722	292,722	292,722
Cash Flow	61,118	63,904	66,617	69,252	71,803
Debt Coverage Ratio	1.21	1.22	1.23	1.24	1.25

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	864,397	881,685	899,318	917,305	935,651
Less Oper. Expenses	497,410	512,333	527,703	543,534	559,840
Net Income	366,986	369,352	371,616	373,771	375,811
Less Debt Service	292,722	292,722	292,722	292,722	292,722
Cash Flow	74,264	76,630	78,894	81,049	83,089
Debt Coverage Ratio	1.25	1.26	1.27	1.28	1.28

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

**U. Building-by-Building Information**

**Must Complete**

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

Number of BINS: 1

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

**DO NOT use the CUT feature**

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.		66	0	1218, 1224, 1226, 1228 E Brookland Park Blvd		Richmond	VA	23222				\$0				\$0	\$18,500,775	01/01/24	9.00%	\$1,665,070	
2.												\$0				\$0				\$0	
3.												\$0				\$0				\$0	
4.												\$0				\$0				\$0	
5.												\$0				\$0				\$0	
6.												\$0				\$0				\$0	
7.												\$0				\$0				\$0	
8.												\$0				\$0				\$0	
9.												\$0				\$0				\$0	
10.												\$0				\$0				\$0	
11.												\$0				\$0				\$0	
12.												\$0				\$0				\$0	
13.												\$0				\$0				\$0	
14.												\$0				\$0				\$0	
15.												\$0				\$0				\$0	
16.												\$0				\$0				\$0	
17.												\$0				\$0				\$0	
18.												\$0				\$0				\$0	
19.												\$0				\$0				\$0	
20.												\$0				\$0				\$0	
21.												\$0				\$0				\$0	
22.												\$0				\$0				\$0	
23.												\$0				\$0				\$0	
24.												\$0				\$0				\$0	
25.												\$0				\$0				\$0	
26.												\$0				\$0				\$0	
27.												\$0				\$0				\$0	
28.												\$0				\$0				\$0	
29.												\$0				\$0				\$0	
30.												\$0				\$0				\$0	
31.												\$0				\$0				\$0	
32.												\$0				\$0				\$0	
33.												\$0				\$0				\$0	
34.												\$0				\$0				\$0	
35.												\$0				\$0				\$0	
		66	0																		
				Totals from all buildings					\$0				\$0				\$18,500,775				\$1,665,070

Number of BINS: 1

**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:


1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless 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 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: Nehemiah Ventures LLC  
 By: CPDC Nehemiah Ventures LLC, its Managing Mem  
 By: Community Housing, Inc., its Sole Member


By:   
 Its: Senior Vice President of Real Estate Development  
 (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 V. Antoine Jr
Virginia License#:	011573
Architecture Firm or Company:	Torti Gallas and Partners, Inc.

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:**

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

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<u><u>15.00</u></u>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.47
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	12.89%	Up to 40	25.78
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
<b>Total:</b>			<u><u>60.25</u></u>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			60.29
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	N	0 or 10	0.00
g. Units constructed to meet Virginia Housing's Universal Design standards	11%	Up to 15	1.59
h. Developments with less than 100 units	Y	up to 20	13.60
i. Historic Structure	N	0 or 5	0.00
Total:			<u>145.48</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$89,400	\$62,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	6.06%	Up to 15	0.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.61%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	33.33%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	60.61%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	60.61%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	60.61%	Up to 50	0.00
Total:			<u>70.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by 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	75.28
b. Cost per unit		Up to 100	28.18
Total:			<u>103.46</u>

7. BONUS POINTS:

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

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

**TOTAL SCORE: 504.19**

**Enhancements:**

	Max Pts	Score
All units have:		
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	14.29
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	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	0.00
		<u>60.29</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>60.29</u></b>

X.

## Development Summary

**Summary Information**

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

**Deal Name:** Brookland Park Apartments

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$904,060
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Richmond City
<b>Total Units:</b> 66	<b>Population Target:</b> General
<b>Total LI Units:</b> 66	
<b>Project Gross Sq Ft:</b> 72,244.00	<b>Owner Contact:</b> Shelynda Brown
<b>Green Certified?</b> FALSE	

<b>Total Score</b> <b>504.19</b>
-------------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$7,084,000	\$107,333	\$98	\$292,722

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$9,212,335	\$139,581	\$128	56.54%
General Req/Overhead/Profit	\$1,287,026	\$19,500	\$18	7.90%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$3,865,451	\$58,567	\$54	23.72%
Acquisition	\$325,000	\$4,924	\$4	1.99%
Developer Fee	\$1,605,027	\$24,319	\$22	9.85%
<b>Total Uses</b>	<b>\$16,294,839</b>	<b>\$246,892</b>		

Total Development Costs	
Total Improvements	\$14,364,812
Land Acquisition	\$325,000
Developer Fee	\$1,605,027
<b>Total Development Costs</b>	<b>\$16,294,839</b>

Income	
Gross Potential Income - LI Units	\$762,480
Gross Potential Income - Mkt Units	\$0
Subtotal	\$762,480
Less Vacancy %	7.00%
	\$53,374
<b>Effective Gross Income</b>	<b>\$709,106</b>

**Proposed Cost Limit/Sq Ft:** \$221  
**Applicable Cost Limit/Sq Ft:** \$275

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	30
# of 2BR	32
# of 3BR	4
# of 4+ BR	0
<b>Total Units</b>	<b>66</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$131,388	\$1,991
Utilities	\$13,000	\$197
Operating & Maintenance	\$96,050	\$1,455
Taxes & Insurance	\$109,882	\$1,665
<b>Total Operating Expenses</b>	<b>\$350,320</b>	<b>\$5,308</b>
Replacement Reserves	\$19,800	\$300
<b>Total Expenses</b>	<b>\$370,120</b>	<b>\$5,608</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	7	7
40% AMI	15	15
50% AMI	18	18
60% AMI	0	0
>60% AMI	26	26
Market	0	0

Cash Flow	
EGI	\$709,106
Total Expenses	\$370,120
<b>Net Income</b>	<b>\$338,986</b>
Debt Service	\$292,722
<b>Debt Coverage Ratio (YR1):</b>	<b>1.16</b>

**Income Averaging?** TRUE

**Extended Use Restriction?** 30

## 2021 Low-Income Housing Tax Credit Application For Reservation

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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](mailto: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.

<b>Using Current E-U-R method (up to 200)</b>		75.28
<b>Using proposed method:</b>		
Combined Max	\$1,665,070	
Credit Requested	\$904,060	
% of Savings	45.70%	
Sliding Scale Points		152.33
	<i>Difference</i>	77.05

### 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.

<b>Using Current E-U-R method (up to 100)</b>		28.18
<b>Using proposed method:</b>		
Total Costs Less Acquisition	\$15,969,839	
Total Square Feet	72,244.00	
Proposed Cost per SqFt	\$221.05	
Applicable Cost Limit per Sq Ft	\$275.00	
% of Savings	19.62%	
Sliding Scale Points		39.24
	<i>Difference</i>	11.06

\$/SF = **\$222.47** Credits/SF = **17.32633** Const \$/unit = **\$159,081.2273**

TYPE OF PROJECT: GENERAL = 11000; ELDERLY = 12000 **11000**  
 LOCATION: Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600 **400**  
 TYPE OF CONSTRUCTION: N C=1; ADPT=2; REHAB(35,000+)=3; REHAB\*(15,000-35,000)=4 **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
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

	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	622.40	897.20	1,199.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	30	32	4	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	203,063	270,750	318,131	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	203,063	270,750	318,131	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	203,063	270,750	318,131	0	0	0	0
PROJECT COST PER UNIT	0	138,468	199,604	266,747	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	10,784	15,545	20,774	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>14.46</b>	<b>12.74</b>	<b>0.98</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>38.47</b>	<b>34.00</b>	<b>2.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

TOTAL COST PER UNIT POINTS **28.18**

TOTAL CREDIT PER UNIT POINTS **75.28**

**Cost Parameters - Elderly**

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

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Credit Parameters - Elderly**

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

Standard Credit Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Credit Parameter**

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	203,063	270,750	318,131	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>203,063</b>	<b>270,750</b>	<b>318,131</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Standard Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Credit Parameters - General**

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

Standard Credit Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Credit Parameter**

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

**Cost Parameters - Elderly**

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

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Credit Parameters - Elderly**

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

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	203,063	270,750	318,131	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>203,063</b>	<b>270,750</b>	<b>318,131</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Credit Parameters - General**

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

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**





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\$/SF = **\$222.47** Credits/SF = **17.32633** Const \$/unit = **\$159,081.23**

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\*(10,000-35,000)=4

**11000**  
**400**  
**1**

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

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

	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	622.40	897.20	1,199.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	30	32	4	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	203,063	270,750	318,131	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	203,063	270,750	318,131	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	203,063	270,750	318,131	0	0	0	0
PROJECT COST PER UNIT	0	138,468	199,604	266,747	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	10,784	15,545	20,774	0	0	0	0
<b>COST PER UNIT POINTS</b>	<b>0.00</b>	<b>14.46</b>	<b>12.74</b>	<b>0.98</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>CREDIT PER UNIT POINTS</b>	<b>0.00</b>	<b>38.47</b>	<b>34.00</b>	<b>2.80</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

TOTAL COST PER UNIT POINTS **28.18**

TOTAL CREDIT PER UNIT POINTS **75.28**

**Cost Parameters - Elderly**

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

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Credit Parameters - Elderly**

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

Standard Credit Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Credit Parameter**

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Parameter - low rise	0	203,063	270,750	318,131	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>203,063</b>	<b>270,750</b>	<b>318,131</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Standard Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Credit Parameters - General**

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

Standard Credit Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Credit Parameter**

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

**Cost Parameters - Elderly**

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

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Credit Parameters - Elderly**

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

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Cost Parameter - low rise	0	203,063	270,750	318,131	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>203,063</b>	<b>270,750</b>	<b>318,131</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**

**Credit Parameters - General**

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

Standard Cost Parameter - low rise  
 Parameter Adjustment - mid rise  
 Parameter Adjustment - high rise  
**Adjusted Cost Parameter**



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# Partnership or Operating Agreement

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

**Operating Agreement  
of  
Nehemiah Ventures LLC**

This Operating Agreement (this “*Agreement*”) of Nehemiah Ventures LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “*Act*”), effective as of February 23, 2015, is entered into by CPDC Nehemiah Ventures LLC, a Virginia limited liability company as the sole member of the Company (“*Member*”)

1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1224, 1226, 1228 E. Brookland Park Blvd., Richmond, Virginia, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized under the Act..
2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
3. **Management.** The Company will be member-managed. The Member will exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Member, will be an action of the Company.
4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Member.
6. **Capital Contribution.** The capital contribution of the Member to the Company is \$100.
7. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Member to dissolve.
8. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
9. **No Liability of Member and Others.** The Member and its agents and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the Member and indicating an express intention to amend this instrument.
12. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of Virginia.

*[signature page follows]*



[signature page to Operating Agreement of Nehemiah Ventures LLC]

**CPDC Nehemiah Ventures LLC**  
a Virginia limited liability company

By: Community Housing, Inc.  
a Maryland nonstock, nonprofit corporation  
its sole member

By:   
Christopher LoPiano, Senior Vice President

**FIRST AMENDMENT  
TO  
OPERATING AGREEMENT OF NEHEMIAH VENTURES LLC**

This First Amendment (this "**Agreement**") to Operating Agreement of Nehemiah Ventures LLC (this "**Company**"), effective as of March 15, 2021, is entered into by CPDC Nehemiah Ventures LLC, a Virginia limited liability company, as the sole member of the Company (the "**Member**").

**RECITALS**

- A. The Company was formed pursuant to Articles of Organization filed with the Commonwealth of Virginia State Corporation Commission on February 23, 2015. The Company is governed by the Operating Agreement of Nehemiah Ventures LLC effective as of February 23, 2015 ("**Operating Agreement**").
- B. The Company was formed for the purpose of serving as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1224, 1226, 1228 E. Brookland Park Blvd., Richmond, Virginia, (the "**Project**") and to engage in any and all activities necessary, convenient desirable or incidental to the foregoing, and engage in any other lawful activity for which a limited liability company may be organized under Chapter 12 of Title 13.1 of the Virginia Code.
- C. The member desires to amend the Operating Agreement to include an additional property at 1218 E. Brookland Park Blvd., Richmond Virginia, that it intends to purchase and incorporate into the Project, all on the terms and conditions stated below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, the Member hereby agrees as follows:

1. **Amendment to Operating Agreement.** The Operating Agreement is amended as follows:

Section 1 of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

"1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the properties located at 1218, 1224, 1226, and 1228 E. Brookland Park Blvd., Richmond, Virginia, and any properties it may add thereto and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized under the Act."

**2. Miscellaneous.**

- 2.1. No Changes. Except as otherwise set forth in this Agreement, all terms and provisions of the Operating Agreement remain in full force and effect.
- 2.2. Governing Law/Venue. This Agreement will be governed by the law of the Commonwealth of Virginia, without regard to conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Virginia and further agree not to assert any objections or claims of hardship on account of such venue.
- 2.3. Counterparts. This Agreement may be executed in separate counterparts, each of which when taken together will constitute an original. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.
- 2.4. Further Assurances. The parties hereto agree to execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.
- 2.5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
- 2.6. Recitals. The Recitals above are hereby incorporated and made a part of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[signature page to Amendment to Operating Agreement of Nehemiah Ventures LLC]

**CPDC Nehemiah Ventures LLC**  
A Virginia limited liability company

By: Community Housing, Inc.  
a Maryland nonstock, nonprofit corporation  
its sole member

By:   
\_\_\_\_\_  
Christopher LoPiano  
Its: Senior Vice President

**FIRST AMENDMENT  
TO  
OPERATING AGREEMENT OF CPDC NEHEMIAH VENTURES LLC**

This First Amendment (this “*Agreement*”) to Operating Agreement of CPDC Nehemiah Ventures LLC (the “*Company*”), effective as of March 15, 2021, is entered into by Community Housing, Inc., a Maryland nonstock, nonprofit corporation, as the sole member of the Company (the “*Member*”).

**RECITALS**

- A. The Company was formed pursuant to Articles of Organization filed with the Commonwealth of Virginia State Corporation Commission on February 23, 2015. The Company is governed by the Operating Agreement of CPDC Nehemiah Ventures LLC effective as of February 23, 2015 (“*Operating Agreement*”).
- B. The Company was formed for the purpose of serving as the managing member of Nehemiah Ventures LLC, a Virginia limited liability company (the “*Owner*”) of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1224, 1226, 1228 E. Brookland Park Blvd., Richmond, Virginia, (the “*Project*”) and to engage in any and all activities necessary, convenient desirable or incidental to the foregoing, and engage in any other lawful activity for which a limited liability company may be organized under Chapter 12 of Title 13.1 of the Virginia Code.
- C. The member desires to amend the Operating Agreement to include an additional property at 1218 E. Brookland Park Blvd., Richmond Virginia, that Owner intends to purchase and incorporate into the Project, all on the terms and conditions stated below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, the Member hereby agrees as follows:

1. **Amendment to Operating Agreement.** The Operating Agreement is amended as follows:

Section 1 of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the managing member of Nehemiah Ventures LLC, a Virginia limited liability company (“*Owner*”), in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the properties located at 1218, 1224, 1226, and 1228 E. Brookland Park Blvd., Richmond, Virginia, and any properties the Owner may add thereto to be owned by Owner, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized under the Act.”

**2. Miscellaneous.**

- 2.1. No Changes. Except as otherwise set forth in this Agreement, all terms and provisions of the Operating Agreement remain in full force and effect.
- 2.2. Governing Law/Venue. This Agreement will be governed by the law of the Commonwealth of Virginia, without regard to conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Virginia and further agree not to assert any objections or claims of hardship on account of such venue.
- 2.3. Counterparts. This Agreement may be executed in separate counterparts, each of which when taken together will constitute an original. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.
- 2.4. Further Assurances. The parties hereto agree to execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.
- 2.5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
- 2.6. Recitals. The Recitals above are hereby incorporated and made a part of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[signature page to Amendment to Operating Agreement of CPDC Nehemiah Ventures LLC]

**Community Housing, Inc.**  
a Maryland nonstock, nonprofit corporation

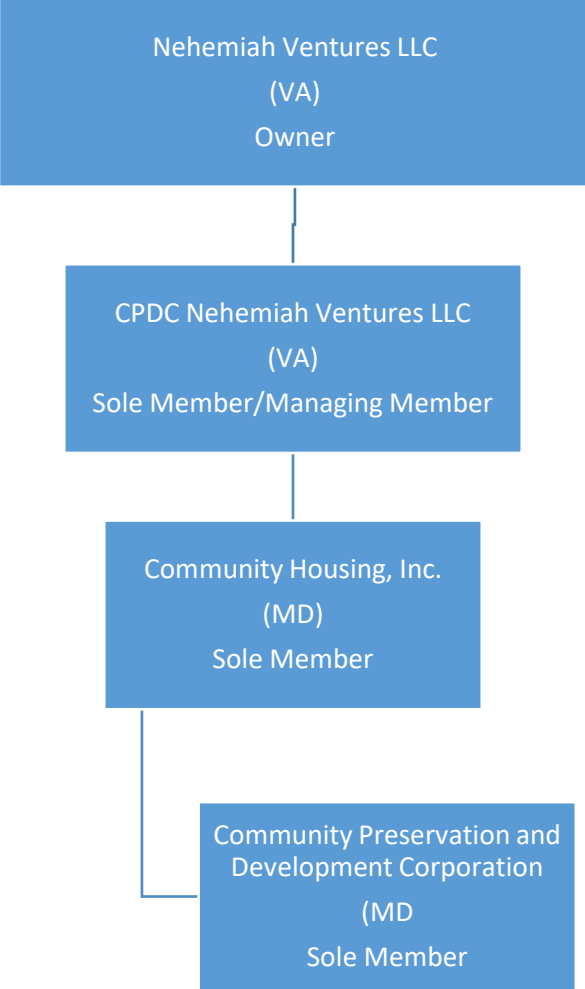
By:



Its:

Christopher LoPiano  
Senior Vice President

**Brookland Park Nehemiah Current Organization**





## DEVELOPMENT SERVICES AGREEMENT

This Development Services Agreement (this “**Agreement**”), dated and effective as of the \_\_\_ day of \_\_\_\_\_, 2021, is made by and between NEHEMIAH VENTURES LLC, a limited liability company formed under the laws of the Commonwealth of Virginia (the “**Company**”), and COMMUNITY HOUSING, INC., Maryland non-stock corporation (dba CPDC Community Housing, Inc. in Virginia) (the “**Developer**”).

### RECITALS

The Company was formed for the purpose of serving as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1218, 1224, 1226, 1228 E. Brookland Park Blvd., Richmond, Virginia, (the “**Project**”). The Company is operated by an Operating Agreement, as amended by the First Amendment to Operating Agreement dated March 15, 2021 (the “**Operating Agreement**”). Capitalized terms used but not defined herein shall have the meanings given in the Operating Agreement.

The Company desires that the Developer provide certain services with respect to the development of the Project.

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

1. **Appointment and Term.** The Company hereby appoints the Developer to render services in overseeing the development of the Project for the Company as herein contemplated and the Developer hereby accepts such appointment. The term of this Agreement shall begin on the date hereof and shall end on the end of the low income housing tax credit compliance period.
2. **Authority and Obligations.** Subject to the provisions of the Operating Agreement, the Developer shall have the authority and obligation to:
  - a. Obtain construction financing on behalf of the Company in an amount sufficient to fund the construction of the Project.
  - b. Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and plans and specifications as may be required in connection with the construction of the Project.
  - c. Prepare and submit to the Company for approval a construction budget and make recommendations to the Company regarding any necessary modifications thereto.
  - d. Make available to the Company upon request copies of all contracts, option agreements, construction financing commitments, budgets, plans and specifications or other items prepared or obtained.
  - e. Obtain a construction contract (the “**Construction Contract**”) in an amount comparable to similar projects from a reputable general contractor (the “**General Contractor**”), which Construction Contract shall require the General Contractor to post a payment and

performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Company.

f. Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including but not limited to the following:

(i) administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project;

(ii) preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the completion date and supervision of the scheduling of construction in conformity with such construction schedules;

(iii) periodic inspection of construction in progress, including but not limited to inspection at completion, for reasonably identifiable defects in construction and to assure compliance with the Plans and Specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;

(iv) processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and

(v) analysis of requests for any and all change orders to or variations from the budget and the plans and specifications and submission of such requests to the Company for approval.

g. Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.

h. Use best efforts to cause the Project to be completed on or before the completion date in a manner consistent with good workmanship, in compliance with the following:

(i) the plans and specifications;

(ii) all obligations of the Company under any documents executed by the Company under any financing documents; and

(iii) all municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.

i. Maintain, or cause to be maintained, builders risk, contractor's liability, and workers' compensation insurance required by law or by the lenders or the investor with the Company named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.

j. Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.

k. Make available to the Company upon request copies of all contracts and subcontracts.

l. Deliver to the Company copies of all inspection reports and applications for payment given any lender providing a loan to the Company.

3. **Accrual Schedule.** The Development Fee shall be earned as follows:

a. A portion of the Development Fee shall be earned upon the execution of this Agreement.

b. The balance of the Development Fee shall be earned proportionately to the amount of construction of the Project completed on any date, such that one hundred percent (100%) of the Development Fee shall be earned by the Completion Date.

c. Once a portion of the Development Fee has been earned, it shall be payable by the Company in all events.

d. Notwithstanding anything herein to the contrary, the entire Development Fee shall be deemed earned no later than the last day of the first year of the credit period as it relates to the low income housing tax credits.

4. **Development Fee.**

a. For development services to be performed under this Agreement, the Company shall pay the Developer a fee in the approximate amount of One Million Six Hundred Five Thousand and Twenty Seven Dollars (\$1,605,027) (the "**Development Fee**") in accordance with a to be determined payment schedule (the "**Development Fee Payment Schedule**") to be attached as Schedule 1 hereto. The parties to this Agreement specifically acknowledge that the capital contributions may be adjusted in accordance with the provisions of the amended and restated operating agreement admitting the investor member, and that such adjustment may cause a revision of the Development Fee Payment Schedule

b. Any amount of the Development Fee including the Deferred Development Fee and accrued interest, if any, that has not been paid in full on or before the end of the compliance period shall be paid no later than such date.

c. The Developer shall not be compensated for, and no portion of the Development Fee shall apply to, services in connection with the development of nonresidential improvements, the organization or syndication of the Company, the acquisition of land or existing buildings included in the Project, obtaining an allocation of credits or securing Project financing other than construction financing; it being the understanding between the parties hereto that all such listed activities are the exclusive responsibility of the Company, the Member and/or consultants or others engaged by the Company.

5. **Operating Agreement.** Except as expressly provided herein, this Agreement shall be subject to the applicable terms and conditions of the Operating Agreement.

6. **Burden and Benefit.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No party may assign this Agreement without the consent of the other party.
7. **Severability of Provisions.** Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the 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 that are valid.
8. **No Continuing Waiver.** None of the parties hereto shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by such party. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.
9. **Defined Terms.** Except as expressly provided herein, terms used in this Agreement with initial capital letters shall have the meanings set forth in the Operating Agreement.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws.
11. **Binding Agreement.** This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.
12. **Headings.** All headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any provision of this Agreement.
13. **Terminology.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.
14. **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.

[Signatures Begin On The Following Page]

The parties hereto have executed this Development Services Agreement as of the date first above written.

**NEHEMIAH VENTURES LLC**, a Virginia limited liability company

By: CPDC Nehemiah Ventures LLC, a Virginia limited liability company, its sole member

By: Community Housing, Inc., a Maryland nonstock, nonprofit corporation, its sole member

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

Name: Christopher LoPiano

Title: Senior Vice President

**COMMUNITY HOUSING, INC.**

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

Name: Christopher LoPiano

Title: Senior Vice President

**SCHEDULE 1**  
**Development Fee Payment Schedule**

B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, February 23, 2015*

*This is to certify that the certificate of organization of*

**Nehemiah Ventures LLC**

*was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: February 23, 2015*



*State Corporation Commission*

*Attest:*

*Joel H. Peck*  
*Clerk of the Commission*



**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

AT RICHMOND, FEBRUARY 23, 2015


The State Corporation Commission has found the accompanying articles submitted on behalf of  
**Nehemiah Ventures LLC**

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it  
is ORDERED that this

**CERTIFICATE OF ORGANIZATION**

be issued and admitted to record with the articles of organization in the Office of the Clerk of the  
Commission, effective February 23, 2015.

STATE CORPORATION COMMISSION

By 

Mark C. Christie  
Commissioner

DLLCACPT  
CISECOM  
15-02-23-5816

**ARTICLES OF ORGANIZATION  
OF  
NEHEMIAH VENTURES LLC**

The undersigned, pursuant to Chapter 12 of Title 13.1 of the Code of Virginia, states as follows:

1. The name of the limited liability company is Nehemiah Ventures LLC.
2. The purpose for which the limited liability company is formed is to engage in any lawful business, purpose or activity for which a limited liability company may be formed under the Virginia Limited Liability Company Act.
3. The name of the limited liability company's initial registered agent is CORPORATION SERVICE COMPANY. The initial registered agent is a foreign stock corporation authorized to transact business in Virginia.
4. The address of the limited liability company's initial registered office, which is identical to the business office of the initial registered agent, is 1111 East Main Street, 16th Floor, Richmond, VA 23219. The initial registered office is located in Richmond City, Virginia.
5. The address of the limited liability company's principal office where the records of the limited liability company are to be kept is 8403 Colesville Road, Suite 1150, Silver Spring, MD 20910.

**ORGANIZER:**

/s/ Shelynda Brown Date: February 23, 2015  
Shelynda Brown



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

Office of the Clerk

February 23, 2015

CORPORATION SERVICE COMPANY  
1111 EAST MAIN STREET  
16TH FLOOR  
RICHMOND, VA 23219

RECEIPT

RE: Nehemiah Ventures LLC

ID: S5470309

DCN: 15-02-23-5816

Dear Customer:

This is your receipt for \$100.00 to cover the fee(s) for filing articles of organization for a limited liability company with this office.

The effective date of the filing is February 23, 2015.

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

Sincerely,

Joel H. Peck  
Clerk of the Commission

RECEIPTLC  
LLNCD  
CISECOM

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That CPDC Community Housing, Inc., a corporation incorporated under the laws of MARYLAND, is authorized to transact business in the Commonwealth of Virginia;

That the corporation obtained a certificate of authority to transact business in Virginia from the Commission on May 1, 2006; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 10, 2021

A handwritten signature in cursive script, reading "Bernard J. Logan".

---

Bernard J. Logan, Clerk of the Commission

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Nehemiah Ventures LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the limited liability company was formed on February 23, 2015; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 10, 2021

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

C

Principal's Previous  
Participation Certification  
(MANDATORY)

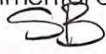
## **O. Previous Participation Certification**



## Previous Participation Certification

Development Name: Brookland Park Apartments  
Name of Applicant (entity): Nehemiah Ventures LLC  
Community Housing Inc. & CPDC Nehemiah Ventures LLC

I hereby certify that:

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

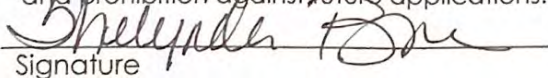


**Previous Participation Certification, cont'd**

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing 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.~~ SB
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).~~ SB
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

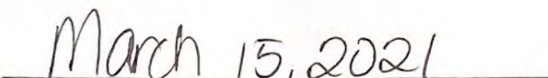
Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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

**Shelynda Burney Brown**

Printed Name



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

## **Attachment to Previous Participation Certification**

**Reportable Condition** Community Housing, Inc. ("**CHI**") is the 100% owner of CPDC Mayfair Mansions, Inc. ("**CPDC-MM**") which is a minority member of Mayfair Mansions Condo LLC (the "**Condo LLC**"). The managing and majority member of the Condo LLC is MHCDO Mayfair Mansions, Inc., which is a subsidiary of Marshall Heights Community Development Organization, Inc. ("**MHCDO**"), a District of Columbia not-for-profit corporation.

The Condo LLC's loan from the District of Columbia went into default and the District foreclosed upon the deed of trust.

**Background** Mayfair Mansions was a 570-unit multifamily rental housing project in the District of Columbia. MHCDO and CHI undertook to re-develop the property as a mixed-tenure project consisting of a 410-unit tax credit rental phase, which would be led by CHI, and 160-unit affordable condominium conversion project, which would be led by MHCDO. Thus, CHI controls the managing member of the general partner of the tax-credit ownership entity and MHCDO controls the managing member of the Condo LLC.

CHI successfully completed the acquisition, renovation and lease-up of the tax-credit rental project. MHCDO was not able to locate enough qualified buyers to obtain construction financing for the condominium project and stopped working on the project, resulting in the default on the loan from the District.

Under the terms of the operating agreement for the Condo LLC, MHCDO had primary responsibility for executing the condominium project. While CHI had the right to consent to certain important decisions, it did not have the power either to force MHCDO to take any action or to replace MHCDO as managing member.

We are being sued in Darden vs. Wheeler Terrace Development for a shooting that happened in 2014 at the Wheeler Terrace Apartment Community in Washington, D.C.

Jackson Ward Multifamily completed construction in July 2020 and sent a certificate of occupancy to Virginia Housing. Virginia Housing promptly sent an 8609 application. However, due to challenges related to CO-VID, the project did not complete its cost certification and convert to permanent until November 2020. Submission for 8609's did not occur until February 2021.

COVID related extension of conversion date and abatement of interest payment for the Van De Vyver.

Jackson Ward Senior placed in Service in December 2019. Due to a delayed loan conversion process, VHDA provided a waiver for 8609 submission until July 2020.

D

# List of LIHTC Developments

(Schedule A)  
**(MANDATORY)**



# List of LIHTC Developments (Schedule A)

Development Name: \_\_\_\_\_  
 Name of Applicant: \_\_\_\_\_  
 \_\_\_\_\_

**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: \_\_\_\_\_ Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* 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								
2								
3								
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5								
6								
7								
8								
9								
10								
11								
12								
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40								

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

1st PAGE  
TOTAL:

0 0

#DIV/0!

LIHTC as % of  
Total Units

v.01.01.21

E

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

## Site / Seller: Clarification + Additional Information

---

- Deed Details - In addition to the Option to Purchase outlined in the Site/ Seller Tab, there is a Deed to Nehemiah Ventures LLC, which includes three of the four parcel that make up the property. The Deed covers the following parcels: (1) 1224 Brookland – parcel ID # N0000987009; (2) 1226 Brookland – parcel ID #N0000987007; and (3) 1228 Brookland – parcel ID # N0000987006.
- Option to Purchase Details - The Option to Purchase Agreement provides Nehemiah Ventures LLC with the option to purchase the fourth parcel, 1218 Brookland - N000098701, owned by Community Housing, Inc. (CHI) dba CPDC Community Housing, Inc.
- The option to purchase will be exercised and the four parcels will be consolidated into one prior to closing with the tax credit investor.
- There are three (3) existing structures within the site boundary.

## OPTION TO PURCHASE

This Option to Purchase (this "*Agreement*"), effective as of March 15, 2021 ("*Effective Date*"), is made by and between Community Housing, Inc., a Maryland nonstock corporation ("*Seller*"), and Nehemiah Ventures LLC, a Virginia limited liability company ("*Purchaser*").

### RECITALS

- A. Seller is the owner of certain real property located in the City of Richmond, Virginia and described on the attached Exhibit A ("*Property*"), and wishes to grant Purchaser the option to purchase on the terms and conditions stated below.
- B. Purchaser wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Grant of Option.** In consideration of Seller's receipt of \$10.00 from Purchaser (which is hereby acknowledged), Seller hereby grants to Purchaser the exclusive right and option (the "*Option*") to purchase the Property, together with all appurtenances pertaining thereto, including, but not limited to, any right, title and interest of Seller in and to any streets, alleys or rights-of-way adjoining the Property, (ii) any density rights that may be transferred or received and (iii) all development rights and entitlements related to the Property at any time after the Effective Date, and continuing until 5:00 p.m. on the first anniversary of the Effective Date (the "*Expiration Date*").
2. **Purchase Price of Property.** The total purchase price of the Property will be equal to \$1.00 (the "*Purchase Price*"), which amount will be payable as provided in this Agreement.
3. **No Application of Option Consideration to Purchase Price.** If Purchaser elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the Purchase Price.
4. **Exercise of Option.** Purchaser may exercise the Option by giving Seller written notice, signed by an authorized representative of the Purchaser, on or before the Expiration Date.
5. **Failure to Exercise Option.** If Purchaser does not exercise the Option in accordance with its terms before the Expiration Date, the Option and the rights of Purchaser under this Agreement will automatically and immediately terminate without notice.
6. **Closing.** Closing on the Purchaser's purchase of the Property pursuant to this Agreement (the "*Closing*") will occur within 270 days after Purchaser has given Seller written notice that it is exercising the Option. Closing will be accomplished through the escrowed delivery of all documents and funds required by this Agreement to Purchaser's selected title company (the "*Title Company*").
7. **Conditions to Closing.** The obligations of Purchaser hereunder are subject to and contingent upon Purchaser's ability to obtain a policy of title insurance, written by a title insurer acceptable to Purchaser, insuring the title to the Property on terms acceptable to Purchaser.

8. **Items to be Delivered by Seller at Closing.** At Closing, Seller will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company, the following (“*Closing Documents*”):
  - 8.1 a Special Warranty Deed (the “*Deed*”) conveying to Purchaser fee simple title to the Property, free and clear of any liens or encumbrances other than encumbrances permitted by Purchaser, in its as-is, where-is condition, and without representation or warranty;
  - 8.2 evidence reasonably satisfactory to the Title Company authorizing the consummation by Seller of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
  - 8.3 all such other documents and instruments customarily executed and delivered by a seller of property similar to the Property in question in the jurisdiction in which such Property is located, consistent with the terms and provisions of this Agreement; and
  - 8.4 the customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Seller is the only party in possession of the Property, and (iii) that there are no pending suits or outstanding judgments against either Seller or the Property.
9. **Items to be Delivered by Purchaser at Closing.** At Closing, Purchaser will execute, deliver and/or provide to the Title Company or cause to be executed, delivered and/or provided to Title Company, the following:
  - 9.1 immediately available funds payable to the Title Company representing the Purchase Price, in accordance with Section 2 hereof;
  - 9.2 evidence reasonably satisfactory to the Title Company authorizing the consummation by Purchaser of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith; and
  - 9.3 all such other documents and instruments customarily executed and delivered by purchaser of property similar to the Property in question in the jurisdiction in which such Property is located, consistent with the terms and provisions of this Agreement.
10. **Closing Costs and Prorations.** All closing costs will be paid by Purchaser, including transfer and recordation taxes on the Deed, provided, however, each party will pay its own attorneys' fees. Real property taxes for the Property will be prorated as of the day preceding the Closing, and Seller will pay Seller's pro rata portion thereof at Closing. In the event that the amount of real property taxes for the current year is unknown at Closing, the taxes will be prorated based on taxes assessed for the immediately preceding year, and Purchaser will notify Seller of any necessary adjustment to such proration within thirty (30) days after correct tax figures are known, and thereafter any necessary adjustments will be made.
11. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.



12. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns.

*[signature page follows]*

SELLER

**COMMUNITY HOUSING, INC.**

A Maryland nonstock corporation

By: 

Christopher LoPiano  
Its: Senior Vice President

PURCHASER

**NEHEMIAH VENTURES LLC**

a Virginia limited liability company

By: CPDC Nehemiah Ventures LLC  
a Virginia limited liability company

Its: Sole Member

By: Community Housing, Inc.  
a Maryland nonstock corporation

Its: Sole Member

By: 

Christopher LoPiano  
Its: Senior Vice President

Exhibit A

**Property Description**

ALL THAT CERTAIN LOT OR PARCEL OF LAND, KNOWN AND DESIGNATED AS NO. 1218 E. BROOKLAND PARK BOULEVARD, LYING AND BEING IN THE CITY OF RICHMOND, VIRGINIA. CONSISTING OF LOTS 137, 138, 221 & 222 PLAN OF HIGHLAND TERRACE (RECORDED IN P.B. 8, PG. 96 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT, HENRICO COUNTY) AND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN UNMARKED CORNER AT THE INTERSECTION OF THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD (FORMERLY BROOKLAND AVENUE) AND THE WEST LINE OF MEADOW BRIDGE ROAD; THENCE, ALONG THE NORTHERN LINE OF E. BROOKLAND PARK BOULEVARD N 82°54'41" W 341.66' TO A FOUND BRICK NAIL, SAID BRICK NAIL BEING THE TRUE POINT AND PLACE OF BEGINNING:

1. THENCE, FROM THE TRUE POINT AND PLACE OF BEGINNING AND CONTINUING ALONG THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD, N 82 ° 54'41", W 59.82' TO A BRICK NAIL SET IN A SHORT CONCRETE WALL (SAID BRICK NAIL BEING REFERENCED TO A FOUND MONUMENT BEARING N 82°54'41" W 296.62' AND LYING AT THE INTERSECTION OF THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD AND THE EAST LINE OF WOODCLIFF AVENUE);
2. THENCE, FROM THE SAID BRICK NAIL AND LEAVING THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD N 06 °55'27" E 133.13' TO A FOUND PIPE, SAID PIPE BEING IN THE SOUTH LINE OF NEWBURY AVENUE (SAID ROD BEING REFERENCED TO A FOUND MONUMENT BEARING N 82 ° 50'11" W 304.89' AND LYING AT THE INTERSECTION OF THE SOUTH LINE OF NEWBURY AVENUE AND THE EAST LINE OF WOODCLIFF AVENUE);
3. THENCE, ALONG THE SOUTH LINE OF NEWBURY AVENUE S N 82 ° 50'11" E 59.82' TO A FOUND ROD;
4. THENCE, LEAVING THE SOUTH LINE OF NEWBURY AVENUE S 06 ° 55'27" W 133.05' TO A FOUND BRICK NAIL, SAID BRICK NAIL BEING THE TRUE POINT AND PLACE OF BEGINNING, AND HAVING AN AREA OF 0.183 ACRE ( 7,962 SQUARE FEET) OF LAND, MORE OR LESS.

Tax I.D. Number: N000-0987/011

Grantee Address: 8403 Colesville Road, #1150  
Silver Spring, MD 20910

Consideration: \$125,000.00

Assessed Value: \$108,000.00

Key File No: 16-60331-K

Title Insurer: First American Title Insurance Company

**RETURN TO:**

by Title  
10 Little River TnPk.  
ite 220  
inandale, Virginia  
003

**DEED**

THIS DEED, made this 30 day of November, 2016, by and between HELEN W. WALLACE, formerly known of record as HELEN W. PEYTON, GRANTOR; and COMMUNITY HOUSING, INC., a Maryland Nonstockcorporation, GRANTEE;

**WITNESSETH:**

THAT, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey, with GENERAL WARRANTY and ENGLISH COVENANTS of TITLE, unto the GRANTEE, in Fee Simple, all that certain lot or parcel of land, together with the improvements thereon, situate, lying and being in the CITY OF RICHMOND, Virginia, described as:

**PREPARED BY:**

ikovitz, Lazarus  
& Pitrelli, P.L.L.C.  
135 Lee Jackson Hwy  
ite 108  
irfax, Virginia  
033

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

AND BEING the same property acquired by the GRANTOR by Deed August 16, 1968 recorded in Deed Book 653 C at Page 222 among the City of Richmond, Virginia land records.

hn Pitrelli, Esq.  
a Bar #14767

The GRANTOR covenants that she has the right to convey the aforesaid property; that the GRANTOR has done no act to encumber said property; that the GRANTEE shall have quiet and peaceable possession thereof and the property will be free from all encumbrances; and that the GRANTOR will execute such further assurances thereof as may be deemed requisite.

nthia Beattie, Esq.  
a Bar #48080

This Conveyance is made subject to the conditions, restrictions, rights of way and easements of record.

[SIGNATURE PAGE FOLLOWS]

WITNESS the following signature and seal:

By: Helen W. Wallace (SEAL)  
HELEN W. WALLACE

RETURN TO:  
My Title  
10 Little River Tnpk.  
Suite 220  
Manassas, Virginia  
20108

STATE OF Virginia  
CITY/COUNTY OF Henrico, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that HELEN W. WALLACE, whose name is signed to the foregoing Deed dated this 30 day of November, 2016, have acknowledged the same before me in my said jurisdiction.

Given under my hand and seal this 30 day of November, 2016.

PREPARED BY:  
Lazarus, Pitrelli, & Pitrelli, P.L.L.C.  
135 Lee Jackson Hwy  
Suite 108  
Richmond, Virginia  
23220

Barbara M Lantz  
Notary Public

My Commission Expires: 11/30/2017  
Notary Commission Number: 142392

John Pitrelli, Esq.  
Bar #14767  
  
Cynthia Beattie, Esq.  
Bar #48080



**EXHIBIT A**

ALL THAT CERTAIN LOT OR PARCEL OF LAND, KNOWN AND DESIGNATED AS NO. 1218 E. BROOKLAND PARK BOULEVARD, LYING AND BEING IN THE CITY OF RICHMOND, VIRGINIA, CONSISTING OF LOTS 137, 138, 221 & 222 PLAN OF HIGHLAND TERRACE (RECORDED IN P.B. 8, PG. 96 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT, HENRICO COUNTY) AND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN UNMARKED CORNER AT THE INTERSECTION OF THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD (FORMERLY BROOKLAND AVENUE) AND THE WEST LINE OF MEADOWBRIDGE ROAD; THENCE, ALONG THE NORTHERN LINE OF E. BROOKLAND PARK BOULEVARD N 82°54'41" W 341.66' TO A FOUND BRICK NAIL, SAID BRICK NAIL BEING THE TRUE POINT AND PLACE OF BEGINNING:

1. THENCE, FROM THE TRUE POINT AND PLACE OF BEGINNING AND CONTINUING ALONG THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD, N 82°54'41" W 59.82' TO A BRICK NAIL SET IN A SHORT CONCRETE WALL (SAID BRICK NAIL BEING REFERENCED TO A FOUND MONUMENT BEARING N 82°54'41" W 296.62' AND LYING AT THE INTERSECTION OF THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD AND THE EAST LINE OF WOODCLIFF AVENUE);
2. THENCE, FROM THE SAID BRICK NAIL AND LEAVING THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD N 06°55'27" E 133.13' TO A FOUND PIPE, SAID PIPE BEING IN THE SOUTH LINE OF NEWBURY AVENUE (SAID ROD BEING REFERENCED TO A FOUND MONUMENT BEARING N 82°50'11" W 304.89' AND LYING AT THE INTERSECTION OF THE SOUTH LINE OF NEWBURY AVENUE AND THE EAST LINE OF WOODCLIFF AVENUE);
3. THENCE, ALONG THE SOUTH LINE OF NEWBURY AVENUE S 82°50'11" E 59.82' TO A FOUND ROD;
4. THENCE, LEAVING THE SOUTH LINE OF NEWBURY AVENUE S 06°55'27" W 133.05' TO A FOUND BRICK NAIL, SAID BRICK NAIL BEING THE TRUE POINT AND PLACE OF BEGINNING, AND HAVING AN AREA OF 0.183 ACRE ( 7,962 SQUARE FEET) OF LAND, MORE OR LESS.





OFFICIAL RECEIPT  
CITY OF RICHMOND CIRCUIT COURT  
DEED RECEIPT

DATE: 03/19/15 TIME: 13:41:30 ACCOUNT: 760CLR150004409 RECEIPT: 15000009796  
CASHIER: VEB REG: RN59 TYPE: DBS PAYMENT: FULL PAYMENT  
INSTRUMENT : 150004409 BOOK: PAGE: RECORDED: 03/19/15 AT 13:35  
GRANTOR: FRESH ANOINTING CATHEDRAL INC EX: N LOC: CI  
GRANTEE: NEHEMIAH VENTURES LLC EX: N PCT: 100%

AND ADDRESS : NA NA, VA.  
RECEIVED OF : ANSWER TITLE  
CHECK: \$2,506.00

DESCRIPTION 1: 1224 1226 AND 1228 E BROOKLAND PARK BLVD PAGES: 0 OP: 0  
2: NAMES: 0

CONSIDERATION: 200,000.00 A/VAL: 564,000.00 MAP: N0000987009+  
PIN:

301	DEEDS	14.50	145	VSLF	1.50
038	DEEDS OF CONV.	282.00	220	GRANTOR TAX	282.00
039	DEEDS & CONTRACTS	1,410.00	214	CITY GRANTEE TAX	470.00
212	TRANSFER FEE	1.00	106	TECHNOLOGY TRST FND	5.00
036	DEED PROCESSING FEE	20.00		TENDERED :	2,506.00
442	TRANSFERS TO 113/31	20.00		AMOUNT PAID:	2,506.00
				CHANGE AMT :	.00

CLERK OF COURT: EDWARD F. JEWETT

PAYOR'S COPY  
RECEIPT COPY 1 OF 2



Prepared by:  
Adam N. Harrell, Jr., Esquire  
VSB #22098  
Harrell & Chambliss LLP  
707 E. Main Street, Suite 1000  
Richmond, VA 23219  
(804) 643-8401

Consideration: \$200,000.00  
Assessed Value: \$564,000.00

**Underwriter: Commonwealth Land Title Insurance Company**

TAX ID #s: N000-0987-009, N000-0987-007, and N000-0987-006 (1224, 1226 and 1228 East Brookland Park Boulevard, Richmond, VA

**Tax Exempt from state and local recordation taxes pursuant to Virginia Code Sections (Grantor's Tax)**

THIS DEED OF BARGAIN AND SALE, made this 20<sup>th</sup> day of February, 2015, by and between **FRESH ANOINTING CATHEDRAL, INC., a Virginia Non-stock Corporation, a/k/a Fresh Anointing Cathedral** ("Grantor"), and **NEHEMIAH VENTURES, LLC, a Virginia limited liability company** ("Grantee");

WITNESSETH:

That for valuable consideration received, the receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey with General Warranty and English Covenants of Title, unto Grantee, in fee simple, the real estate set forth and more particularly described in the attached **Schedule A.**

This conveyance is made subject to those restrictions, conditions, covenants and easements of record to the extent that they might lawfully affect the property herein conveyed.



WITNESS the following signature and seal.

**FRESH ANOINTING CATHEDRAL, INC.,  
a/k/a Fresh Anointing Cathedral**

By: *Larry C. Miles, Sr.*  
Larry C. Miles, Sr., Pastor/Director

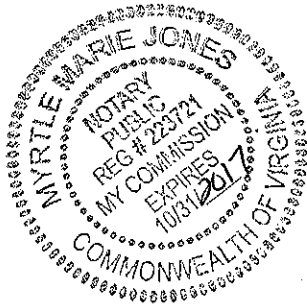
STATE OF VIRGINIA

CITY/COUNTY OF Richmond, TO-WIT:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2015, by Larry C. Miles, Sr., Pastor/Director.

My commission expires: 10/31/2017 Registration # 223721

*Martle Marie Jones*  
Notary Public



By: Sheila Henderson  
Sheila Henderson, Chair,  
Board of Trustees

STATE OF VIRGINIA ,

(CITY) COUNTY OF Richmond, TO-WIT:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2015, by Sheila Henderson, Chair, Board of Trustees.

My commission expires: 10/31/2017

Registration # 223721



Myrtle Marie Jones  
Notary Public

GRANTEE MAILING ADDRESS:

5513 Connecticut Ave, NW  
Suite 250  
Washington, DC 20015

## **SCHEDULE "A"**

### **Parcel I:**

All that certain lot or parcel of land, known and designated as No. 1228 (formerly 108) E Brookland Park Boulevard, lying and being in the City of Richmond, Virginia, and bounded and described as follows:

Beginning at a point on the north line of Brookland Park Boulevard (formerly Brookland Avenue) distance 134 feet west of the northwesterly intersection of Second Avenue and Brookland Park Boulevard; thence running westwardly along and fronting on the northern line of Brookland Park Boulevard thirty (30) feet thence extending back northwardly from said front and between parallel lines the distance of eighty-five (85) feet, seven (7) inches, more or less, to a partition fence.

### **Parcel II:**

All that certain lot piece or parcel of land, known and designated as No. 1226, East Brookland Park Boulevard, lying and being in the City of Richmond, Virginia, and bounded as follows:

Beginning at a point on the northern line of Brookland Park Boulevard four hundred seventy-five feet and ten inches (475' 10") more or less, eastwardly from the eastern line of Woodcliff Avenue; and from said point of beginning running eastwardly along and fronting on the said northern line of Brookland Park Boulevard a distance of sixty (60) feet more or less; thence running back northwardly between parallel lines from said front one hundred thirty five feet (135'), more or less, to the southern line of Newberry Avenue on which it has a like front of sixty feet (60') more or less. This property is also known as Lots 131, 132, 215 and 216, Plan of Highland Terrace, which plat is duly recorded In Plat Book 8, page 96 of the Clerk's Office of Henrico County, Virginia, less a strip having a width of seven feet (7') on the western line as set out in drawing No. 11100 in the Office of the Director of Public Works dated July 6, 1921, which was conveyed to the City of Richmond by deed from F. H. Nesbitt and others dated February 2, 1924 and recorded March 6, 1924 in the Clerk's Office of the Chancery Court of the City of Richmond, Virginia, in Deed Book 301-D, Page 459.

Parcel III:

All that parcel of land in the City of Richmond, Virginia on the northern line of Brookland Park Boulevard between Woodcliff Avenue and Meadow Bridge Road, and bounded as follows:

Beginning on the northern line of Brookland Park Boulevard at a point distant thereon three hundred and fifty five feet ten inches (355' 10"), more or less, eastwardly from the eastern line of Woodcliff Avenue, and front said point of beginning running eastwardly along and fronting on the northern line of Brookland Park Boulevard one hundred and twenty feet (120') and from said front extending back northwardly between parallel lines one hundred and thirty-three feet (133') more or less, to the southern line of Newbury Avenue, on which it has a like front of one hundred and twenty feet (120').

Less and Except a strip of land about seven feet (7') wide, conveyed to the City of Richmond by the Trustees of Mizpah Presbyterian Church for a widening of Brookland Park Boulevard, by deed dated July 5, 1922, recorded July 24, 1922, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 283-A, page 180.

Being part of the property conveyed to Fresh Anointing Cathedral, Inc. a/k/a Fresh Anointing Cathedral, a Virginia Nonstock Corporation by Deed from Word of Living Ministries dated March 31, 2008, recorded April 1, 2008, in Instrument No. 080008748 in the Clerk's Office of the Circuit Court of Richmond City, Virginia.

As corrected by a Deed of Correction dated February 19, 2015, recorded immediately prior hereto.

**RVA PROPERTY SEARCH**  
 RICHMOND VIRGINIA Real Estate Assessor

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 Home New Search

Property: 1218 E Brookland Park Blvd Parcel ID: N0000987011

Details Land Assessments Transfers Planning Services Government Extensions Images Sketches

Assessments				
Assessment Year	Land Value	Improvement Value	Total Value	Reason
2021	\$34,000	\$104,000	\$139,000	Reassessment
2020	\$34,000	\$104,000	\$138,000	Reassessment
2019	\$25,000	\$103,000	\$128,000	Reassessment
2018	\$25,000	\$93,000	\$118,000	Reassessment
2017	\$25,000	\$83,000	\$108,000	Reassessment
2016	\$25,000	\$80,000	\$105,000	Reassessment
2015	\$25,000	\$79,000	\$104,000	Reassessment
2014	\$25,000	\$79,000	\$104,000	Reassessment
2013	\$25,000	\$79,000	\$104,000	Reassessment
2012	\$25,000	\$79,000	\$104,000	Reassessment
2011	\$25,000	\$83,000	\$108,000	Carry Over
2010	\$25,000	\$83,000	\$108,000	Reassessment
2009	\$25,000	\$104,100	\$129,100	Reassessment
2008	\$25,000	\$80,500	\$105,500	Reassessment
2007	\$23,000	\$80,500	\$103,500	Reassessment
2006	\$14,500	\$80,500	\$95,000	Reassessment
2005	\$8,500	\$66,500	\$75,000	Reassessment
2004	\$8,800	\$32,000	\$38,800	Reassessment
2003	\$8,700	\$31,400	\$38,100	Reassessment
2002	\$8,500	\$30,500	\$37,000	Reassessment
2000	\$8,500	\$30,500	\$37,000	Reassessment
1998	\$8,500	\$30,500	\$37,000	Not Available

**RVA PROPERTY SEARCH**  
 RICHMOND VIRGINIA Real Estate Assessor

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Property: 1224 E Brookland Park Blvd Parcel ID: N0000987009

[Detail](#) | [Land](#) | [Assessments](#) | [Transfers](#) | [Planning](#) | [Services](#) | [Government](#) | [Extensions](#) | [Images](#) | [Sketches](#)

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2021	\$80,000	\$217,000	\$297,000	Reassessment
2020	\$80,000	\$217,000	\$297,000	Reassessment
2019	\$80,000	\$213,000	\$293,000	Reassessment
2018	\$84,000	\$221,000	\$305,000	Reassessment
2017	\$64,000	\$201,000	\$265,000	Reassessment
2016	\$84,000	\$201,000	\$285,000	Reassessment
2015	\$52,000	\$405,000	\$460,000	Reassessment
2014	\$52,000	\$405,000	\$460,000	Reassessment
2013	\$52,000	\$405,000	\$460,000	Reassessment
2012	\$52,000	\$405,000	\$460,000	Reassessment
2011	\$52,000	\$405,000	\$460,000	CarryOver
2010	\$52,000	\$405,000	\$460,000	Reassessment
2009	\$51,500	\$405,200	\$459,700	Reassessment
2008	\$51,500	\$405,200	\$459,700	Reassessment
2007	\$51,500	\$405,200	\$459,700	Reassessment
2006	\$50,000	\$378,000	\$428,000	Reassessment
2005	\$22,700	\$107,400	\$130,100	Reassessment
2004	\$26,600	\$97,600	\$118,200	Reassessment
2003	\$17,900	\$88,700	\$106,600	Reassessment
2002	\$18,300	\$88,800	\$109,600	Reassessment
2000	\$12,500	\$62,200	\$74,500	Reassessment
1998	\$12,500	\$62,000	\$74,500	Not Available

Richmond City Assessor's Office | 101 E. Broad St., Ste. 802 | Richmond, VA 23219 | Phone: (804) 646-7000 | Fax: (804) 646-0880  
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**RVA PROPERTY SEARCH**  
 RICHMOND VIRGINIA Real Estate Assessor

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Property: 1226 E Brookland Park Blvd Parcel ID: N0000987007

[Detail](#) | [Land](#) | [Assessments](#) | [Transfers](#) | [Planning](#) | [Services](#) | [Government](#) | [Images](#) | [Sketches](#)

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2021	\$48,000	\$0	\$48,000	Reassessment
2020	\$48,000	\$0	\$48,000	Reassessment
2019	\$48,000	\$0	\$48,000	Reassessment
2018	\$38,000	\$0	\$38,000	Reassessment
2017	\$38,000	\$0	\$38,000	Reassessment
2016	\$38,000	\$0	\$38,000	Reassessment
2015	\$48,000	\$0	\$48,000	Reassessment
2014	\$40,000	\$0	\$40,000	Reassessment
2013	\$40,000	\$0	\$40,000	Reassessment
2012	\$40,000	\$0	\$40,000	Reassessment
2011	\$42,000	\$0	\$42,000	CarryOver
2010	\$42,000	\$0	\$42,000	Reassessment
2009	\$42,200	\$0	\$42,200	Reassessment
2008	\$42,200	\$0	\$42,200	Reassessment
2007	\$42,200	\$0	\$42,200	Reassessment
2006	\$41,000	\$0	\$41,000	Reassessment
2005	\$28,900	\$0	\$28,900	Reassessment
2004	\$26,300	\$0	\$26,300	Reassessment
2003	\$22,900	\$0	\$22,900	Reassessment
2002	\$20,800	\$0	\$20,800	Reassessment
1998	\$18,000	\$0	\$18,000	Not Available

Richmond City Assessor's Office | 101 E. Broad St., Ste. 802 | Richmond, VA 23219 | Phone: (804) 646-7000 | Fax: (804) 646-0880  
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**RVA PROPERTY SEARCH**  
 RICHMOND VIRGINIA Real Estate Association

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Property: 1228 E Brookland Park Blvd Parcel ID: N0000967006

[Detail](#) | [Land](#) | [Assessments](#) | [Transfers](#) | [Planning](#) | [Services](#) | [Government](#) | [Extensions](#) | [Images](#) | [Sketches](#)

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2021	\$26,000	\$32,000	\$58,000	Reassessment
2020	\$26,000	\$32,000	\$58,000	Reassessment
2019	\$26,000	\$32,000	\$58,000	Reassessment
2018	\$21,000	\$31,000	\$52,000	Reassessment
2017	\$21,000	\$31,000	\$52,000	Reassessment
2016	\$21,000	\$31,000	\$52,000	Reassessment
2015	\$19,000	\$45,000	\$64,000	Reassessment
2014	\$19,000	\$45,000	\$64,000	Reassessment
2013	\$19,000	\$53,000	\$72,000	Reassessment
2012	\$19,000	\$53,000	\$72,000	Reassessment
2011	\$19,000	\$55,000	\$74,000	CarryOver
2010	\$19,000	\$55,000	\$74,000	Reassessment
2009	\$18,500	\$55,100	\$73,600	Reassessment
2008	\$18,500	\$55,100	\$73,600	Reassessment
2007	\$18,500	\$55,100	\$73,600	Reassessment
2006	\$18,000	\$51,000	\$69,000	Reassessment
2005	\$11,100	\$59,600	\$70,700	Reassessment
2004	\$10,100	\$42,200	\$52,300	Reassessment
2003	\$8,900	\$42,200	\$51,000	Reassessment
2002	\$8,800	\$42,200	\$51,000	Reassessment
2000	\$6,500	\$31,000	\$37,500	Correction
1998	\$6,500	\$27,000	\$33,500	Not Available

F

Third-Party RESNET  
Rater Certification  
(MANDATORY)





Appendix F

RESNET Rater Certification of Development Plans

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

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

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

In addition provide HERS rating documentation as specified in the manual

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

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

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: [Signature]

Date: 3/12/21

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridian

Signature [Signature]

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

# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11

Registry ID:

Ekotrope ID: bLbzEjbl

### HERS® Index Score:

# 67

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$746

\*Relative to an average U.S. home

### Home:

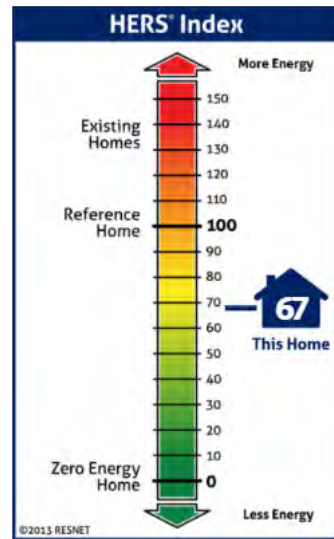
1224 East Brookland Park Blvd  
Richmond, VA 23222

### Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	7.9
Cooling	2.4
Hot Water	7.9
Lights/Appliances	14.9
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>33.1</b>

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



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3bd Bottom floor
Community:	Brookland Park Apartments
Conditioned Floor Area:	1,274 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	85 CFM • 64 Watts
Duct Leakage to Outside:	50.76 CFM @ 25Pa (3.98 / 100 s.f.)
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

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# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11

Registry ID:

Ekotrope ID: jL9GBr5v

### HERS® Index Score:

# 64

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$664

\*Relative to an average U.S. home

### Home:

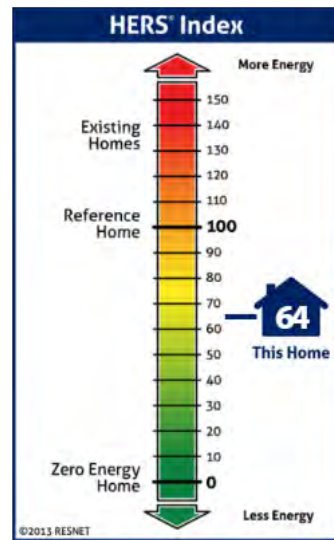
1224 East Brookland Park Blvd  
Richmond, VA 23222

### Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	5.2
Cooling	2.3
Hot Water	6.0
Lights/Appliances	13.0
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>26.4</b>

This home meets or exceeds the criteria of the following:



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2BR Top Fl
Community:	Brookland Park Apartments
Conditioned Floor Area:	975 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	65 CFM • 64 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

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# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11

Registry ID:

Ekotrope ID: zvw9IK6L

### HERS® Index Score:

# 64

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$798

\*Relative to an average U.S. home

### Home:

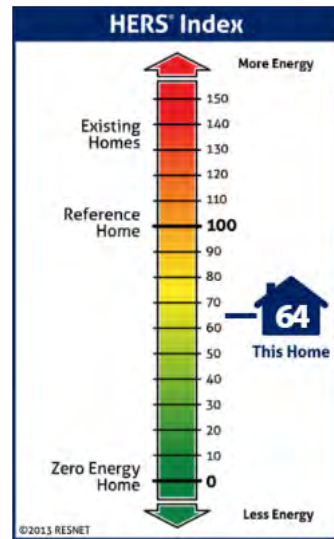
1224 East Brookland Park Blvd  
Richmond, VA 23222

### Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	6.3
Cooling	2.8
Hot Water	7.6
Lights/Appliances	14.9
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>31.6</b>

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



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3BR Top Fl
Community:	Brookland Park Apartments
Conditioned Floor Area:	1,274 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	85 CFM • 64 Watts
Duct Leakage to Outside:	50.76 CFM @ 25Pa (3.98 / 100 s.f.)
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

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# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11

Registry ID:

Ekotrope ID: 7dBaKnL

### HERS® Index Score:

# 63

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$483

\*Relative to an average U.S. home

### Home:

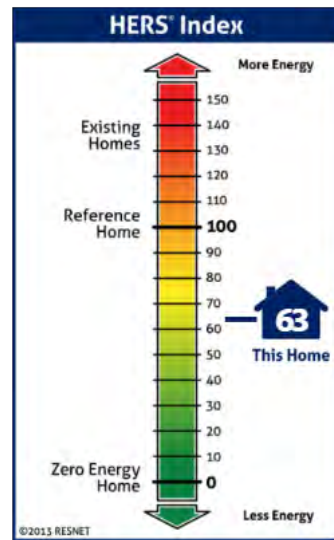
1224 East Brookland Park Blvd  
Richmond, VA 23222

### Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	1.4
Cooling	1.0
Hot Water	4.6
Lights/Appliances	10.9
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>17.9</b>

This home meets or exceeds the criteria of the following:



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1BR middle Fl
Community:	Brookland Park Apartments
Conditioned Floor Area:	651 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 Energy Factor
House Tightness:	5 ACH50
Ventilation:	45 CFM • 64 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

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# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11  
 Registry ID:  
 Ekotrope ID: pdWrkZOL

### HERS® Index Score:

# 64

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$643

\*Relative to an average U.S. home

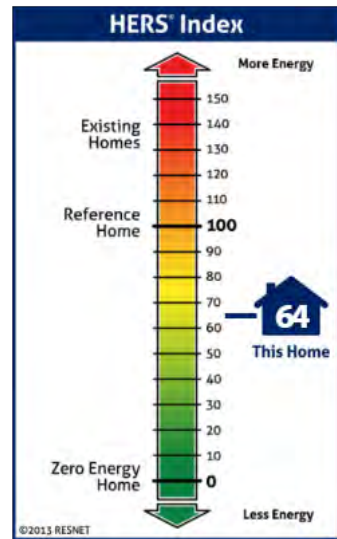
**Home:**  
 1224 East Brookland Park Blvd  
 Richmond, VA 23222

**Builder:**

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.6
Cooling	1.8
Hot Water	6.0
Lights/Appliances	13.0
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>24.3</b>

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



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2BR Middle
Community:	Brookland Park Apartments
Conditioned Floor Area:	975 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	65 CFM • 64 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith  
 RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater  
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# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11

Registry ID:

Ekotrope ID: 5dYKgeq2

### HERS® Index Score:

# 68

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$624

\*Relative to an average U.S. home

### Home:

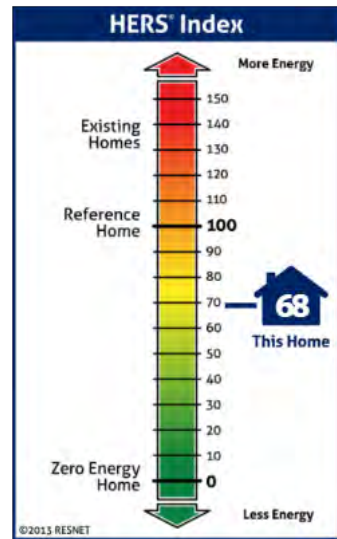
1224 East Brookland Park Blvd  
Richmond, VA 23222

### Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	6.7
Cooling	2.1
Hot Water	6.0
Lights/Appliances	13.0
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>27.8</b>

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



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	2BR Bottom
Community:	Brookland Park Apartments
Conditioned Floor Area:	975 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	65 CFM • 64 Watts
Duct Leakage to Outside:	39 CFM @ 25Pa (4 / 100 s.f.)
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

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# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11  
 Registry ID:  
 Ekotrope ID: 9vgbyAWd

### HERS® Index Score:

# 64

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$498

\*Relative to an average U.S. home

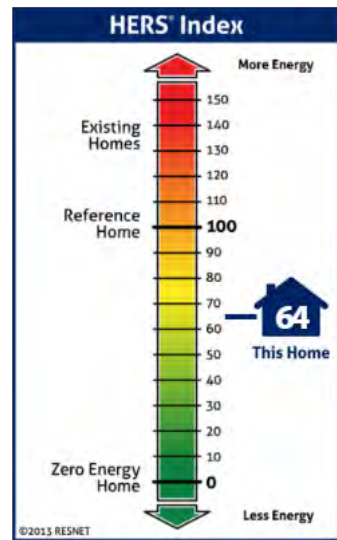
**Home:**  
 1224 East Brookland Park Blvd  
 Richmond, VA 23222

**Builder:**

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	2.3
Cooling	1.3
Hot Water	4.6
Lights/Appliances	10.9
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>19.1</b>

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



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1BR Top Fl
Community:	Brookland Park Apartments
Conditioned Floor Area:	651 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 Energy Factor
House Tightness:	5 ACH50
Ventilation:	45 CFM • 64 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith  
 RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater  
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# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11

Registry ID:

Ekotrope ID: ILKEjaNv

### HERS® Index Score:

# 63

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$770

\*Relative to an average U.S. home

### Home:

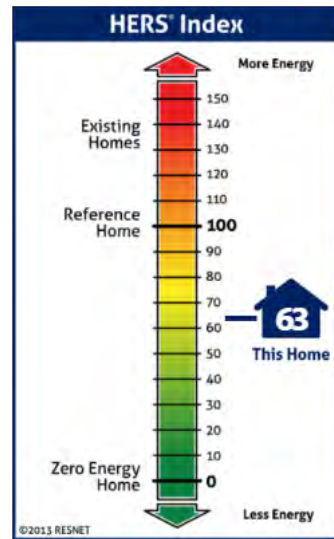
1224 East Brookland Park Blvd  
Richmond, VA 23222

### Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.2
Cooling	2.1
Hot Water	7.6
Lights/Appliances	14.9
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>28.8</b>

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



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3BR Middle Fl
Community:	Brookland Park Apartments
Conditioned Floor Area:	1,274 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	85 CFM • 64 Watts
Duct Leakage to Outside:	50.76 CFM @ 25Pa (3.98 / 100 s.f.)
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

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# Home Energy Rating Certificate

## Projected Report

Rating Date: 2021-03-11

Registry ID:

Ekotrope ID: zLOnJAR2

### HERS® Index Score:

# 67

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

### Annual Savings

# \$465

\*Relative to an average U.S. home

### Home:

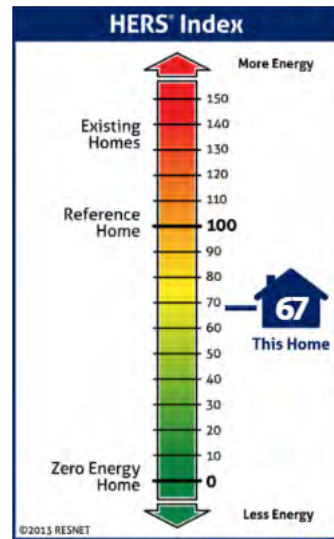
1224 East Brookland Park Blvd  
Richmond, VA 23222

### Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	2.7
Cooling	1.2
Hot Water	4.6
Lights/Appliances	10.9
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>19.4</b>

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



### Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1BR 1st Fl
Community:	Brookland Park Apartments
Conditioned Floor Area:	651 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Water Heater • Electric • 0.92 Energy Factor
House Tightness:	5 ACH50
Ventilation:	45 CFM • 64 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

### Rating Completed by:

**Energy Rater:** Stacey Smith

RESNET ID: 2279319

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

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**Project Name:** Brookland Park Apartments  
**Construction Type:** New Construction  
**Energy Efficiency Path:** Energy Star

Unit Type	Quantity	HERS
1bd 1st floor	6	67
1bd mid floor	16	63
1bd top floor	8	64
2bd 1st floor	5	68
2bd mid floor	18	64
2bd top floor	9	64
3bd 1st floor	1	67
3bd mid floor	2	63
3bd top floor	1	64
<b>Projected Project HERS - Weighted Average</b>		<b>64</b>

G

Zoning Certification Letter  
(MANDATORY)



## Zoning Certification

**DATE:** 2/25/2021

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

**RE:** ZONING CERTIFICATION

Name of Development: Brookland Park Apartments

Name of Owner/Applicant: Nehemiah Ventures LLC

Name of Seller/Current Owner: Community Housing Inc. / Nehemiah Ventures LLC

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

### DEVELOPMENT DESCRIPTION:

Development Address:

1218, 1222-1224, 1226, 1228 East Brookland Park

Richmond, Virginia 23222

Legal Description:

Please see the attached legal description.

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>66</u> # Units	<u>1</u> # Buildings	<u>72,244</u> Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u>      </u> # Units	<u>      </u> # Buildings	<u>      </u> Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u>      </u> # Units	<u>      </u> # Buildings	<u>      </u> Approx. Total Floor Area Sq. Ft.



**Zoning Certification, cont'd**



Current Zoning: UB2-PE8 allowing a density of 96 units per acre, and the following other applicable conditions: The property is authorized for up to 76 dwelling units and accessory party subject to the terms and conditions of Ordinance No. 2018-041 adopted by City Council on March 12, 2018

**Other Descriptive Information:**

The 66 units are a portion of the total dwelling permitted in the property pursuant to Ordinance No. 2018-041. In reference to previous zoning certification by the City of Richmond Zoning Administrator dated: 3/14/2018 and subject to the City Ordinance 2018-041 dated 3/12/2018.

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

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



[Handwritten Signature]  
Signature

Malachi Mills, PE  
Printed Name

Project Engineer  
Title of Local Official or Civil Engineer

804-782-1903  
Phone:

2/25/2021  
Date:

**NOTES TO LOCALITY:**

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

EXHIBIT A

Legal Description

All of Lots Numbered 137, 138, 221 and 222 of the Plan of Highland Terrace, of record in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia, in Plat Book 8, page 96; Less and Except for a strip approximately 6.98 feet in width, conveyed to the City of Richmond, in a Deed recorded in Deed Book 301-D, at page 459, in the Clerk's Office of the City of Richmond, Virginia, and more particularly described as follows:

BEGINNING on the northern line of Brookland Park Boulevard at a point distant thereon 295.86 feet, more or less, east of the eastern line of Woodcliffe Avenue; thence running eastwardly along the northern line of Brookland Park Boulevard and fronting thereon 60 feet; thence extending back northwardly from said front, between parallel lines 133.04 feet, more or less, on its western line and 133.02 feet, more or less, on its eastern line, to the southern line of Newbery Avenue, and having a like frontage thereon of 60 feet and being all of Lots Nos. 137, 138, 221 and 222 of the Plan of Highland Terrace, of record in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia, in Plat Book 8, page 96; with the exception of a strip approximately 6.98 feet in width, conveyed to the City of Richmond, in a Deed recorded in Deed Book 301-D, page 459, in the Clerk's Office of the Richmond Chancery Court.

Property Address: 1218 East Brookland Park Boulevard, Richmond, Virginia

EXHIBIT B

Permitted Encumbrances

Those encumbrances included on Schedule B-2 of Commitment No. 16-60331-K of First American Title Insurance Company, as approved in writing by counsel for Beneficiary.



## SCHEDULE "A"

### Parcel I:

All that certain lot or parcel of land, known and designated as No. 1228 (formerly 108) E Brookland Park Boulevard, lying and being in the City of Richmond, Virginia, and bounded and described as follows:

Beginning at a point on the north line of Brookland Park Boulevard (formerly Brookland Avenue) distance 134 feet west of the northwesterly intersection of Second Avenue and Brookland Park Boulevard; thence running westwardly along and fronting on the northern line of Brookland Park Boulevard thirty (30) feet thence extending back northwardly from said front and between parallel lines the distance of eighty-five (85) feet, seven (7) inches, more or less, to a partition fence.

### Parcel II:

All that certain lot piece or parcel of land, known and designated as No. 1226, East Brookland Park Boulevard, lying and being in the City of Richmond, Virginia, and bounded as follows:

Beginning at a point on the northern line of Brookland Park Boulevard four hundred seventy-five feet and ten inches (475' 10") more or less, eastwardly from the eastern line of Woodcliff Avenue; and from said point of beginning running eastwardly along and fronting on the said northern line of Brookland Park Boulevard a distance of sixty (60) feet more or less; thence running back northwardly between parallel lines from said front one hundred thirty five feet (135'), more or less, to the southern line of Newberry Avenue on which it has a like front of sixty feet (60') more or less. This property is also known as Lots 131, 132, 215 and 216, Plan of Highland Terrace, which plat is duly recorded In Plat Book 8, page 96 of the Clerk's Office of Henrico County, Virginia, less a strip having a width of seven feet (7') on the western line as set out in drawing No. 11100 in the Office of the Director of Public Works dated July 6, 1921, which was conveyed to the City of Richmond by deed from F. H. Nesbitt and others dated February 2, 1924 and recorded March 6, 1924 in the Clerk's Office of the Chancery Court of the City of Richmond, Virginia, in Deed Book 301-D, Page 459.

Parcel III:

All that parcel of land in the City of Richmond, Virginia on the northern line of Brookland Park Boulevard between Woodcliff Avenue and Meadow Bridge Road, and bounded as follows:

Beginning on the northern line of Brookland Park Boulevard at a point distant thereon three hundred and fifty five feet ten inches (355' 10"), more or less, eastwardly from the eastern line of Woodcliff Avenue, and front said point of beginning running eastwardly along and fronting on the northern line of Brookland Park Boulevard one hundred and twenty feet (120') and from said front extending back northwardly between parallel lines one hundred and thirty-three feet (133') more or less, to the southern line of Newbury Avenue, on which it has a like front of one hundred and twenty feet (120').

Less and Except a strip of land about seven feet (7') wide, conveyed to the City of Richmond by the Trustees of Mizpah Presbyterian Church for a widening of Brookland Park Boulevard, by deed dated July 5, 1922, recorded July 24, 1922, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 283-A, page 180.

Being part of the property conveyed to Fresh Anointing Cathedral, Inc. a/k/a Fresh Anointing Cathedral, a Virginia Nonstock Corporation by Deed from Word of Living Ministries dated March 31, 2008, recorded April 1, 2008, in Instrument No. 080008748 in the Clerk's Office of the Circuit Court of Richmond City, Virginia.

As corrected by a Deed of Correction dated February 19, 2015, recorded immediately prior hereto.

H

Attorney's Opinion  
(MANDATORY)

March 16, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Brookland Park Apartments  
Name of Owner: Nehemiah Ventures LLC

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 (of which this opinion is a part) dated March 16, 2021 (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

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


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

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

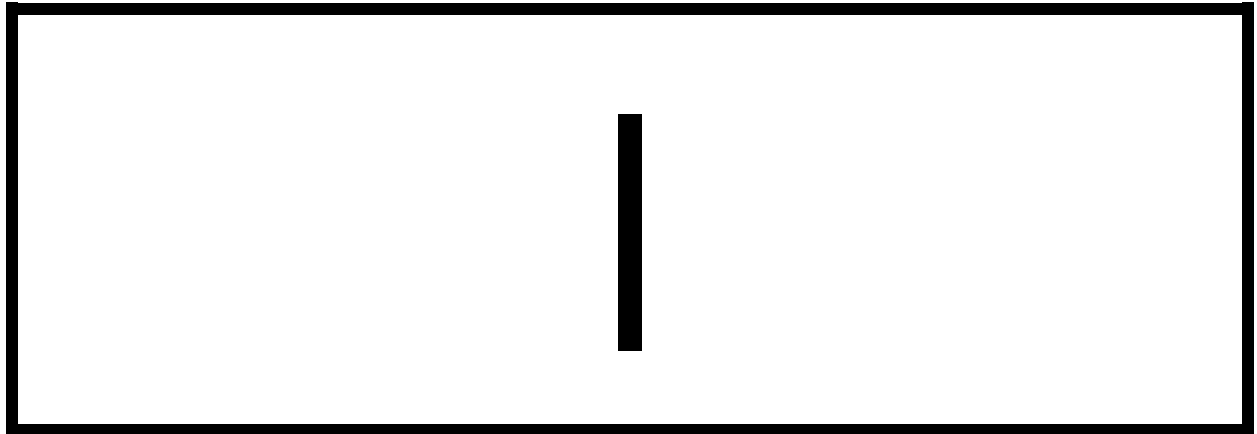
**This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.**

Klein Hornig LLP

By:

  
\_\_\_\_\_  
Aaron O'Toole

Its: Partner



# Nonprofit Questionnaire

(MANDATORY for points or pool)



# Non-profit Questionnaire

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

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

## 1. General Information

- Name of development: \_\_\_\_\_
  - Name of owner/applicant: \_\_\_\_\_
  - Name of non-profit entity: \_\_\_\_\_
  - Address of principal place of business of non-profit entity:  
\_\_\_\_\_
  - Tax exempt status:       501(c)(3)       501(c)(4)       501(a)
  - Date of legal formation of non-profit (must be prior to application deadline); \_\_\_\_\_  
evidenced by the following documentation:  
\_\_\_\_\_  
\_\_\_\_\_
  - Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):  
\_\_\_\_\_
  - Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):  
\_\_\_\_\_  
\_\_\_\_\_
  - How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?  
\_\_\_\_\_ How many part time, paid staff members? \_\_\_\_\_
- Describe the duties of all staff members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes  No If yes, explain in detail: \_\_\_\_\_

\_\_\_\_\_

- What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. Non-profit Formation

- If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the formation of the non-profit; otherwise please skip this question:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes  No If yes, explain in detail:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes  No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes  No If yes, explain:

\_\_\_\_\_

\_\_\_\_\_



## Non-profit Questionnaire, cont'd

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

Yes  No, If yes, explain: \_\_\_\_\_

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

Yes  No

- Explain any experience you are seeking to claim as a related or subsidiary non-profit.

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### 3. Non-profit Involvement

- Is the non-profit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in

§42(i)(1) of the Code)?

Yes  No

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

Yes  No

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

Yes  No

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

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- (i) Will the non-profit be the managing member or managing general partner?

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

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

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

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

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## Non-profit Questionnaire, cont'd

Recordable agreement attached to the Tax Credit Application as TAB V

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

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

Yes  No If yes,

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

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- (ii) Describe the nature and extent of the non-profit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

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- (iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to this venture?  Yes  No If yes, subdivide the annual hours by activity and staff responsible and explain in detail:

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- If this is a joint venture, (i.e. the non-profit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

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- Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?

Yes  No If yes,

- (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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- Will the non-profit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  Yes  No If yes, explain the amount and source of the funds for such payments.

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## Non-profit Questionnaire, cont'd

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

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

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

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

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## Non-profit Questionnaire, cont'd

### 4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia?  Yes  No
  
- Define the non-profit's geographic target area or population to be served:  

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- Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  
 Yes  No If yes, or no, explain nature, extent and duration of any service:  

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

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- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?  
 Yes  No
  
- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?  
 Yes  No If yes, explain:  

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- Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  Yes  No If yes, describe the general discussion points:  

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- Are at least 33% of the members of the board of directors representatives of the community being served?  Yes  No If yes,
  - (i) low-income residents of the community?  Yes  No
  - (ii) elected representatives of low-income neighborhood organizations?  Yes  No

## Non-profit Questionnaire, cont'd

- Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?  Yes  No
- Does the board of directors hold regular meetings which are well attended and accessible to the target community?  Yes  No If yes, explain the meeting schedule:  

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

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

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

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

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- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  Yes  No  

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

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

**5. Attachments**

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

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

3/16/2021

Date

Nehemiah Ventures LLC

Owner/Applicant

By: 

Its: Senior VP of Real Estate Development

Title

Community Housing Inc.

Non-profit

3/16/2021

Date

By: 

Board Chairman

By: 

Executive Director

## **Tab I- Non-profit Questionnaire**

- 1) Attachment A- CHI Articles of Incorporation**

State of Maryland  
**Department of  
Assessments and Taxation**

Charter Division



**Larry Hogan**  
Governor

**Michael L. Higgs**  
Acting Director

Date: 01/02/2018

THE CORPORATION TRUST INCORPORATED  
2405 YORK ROAD  
SUITE 201  
LUTHERVILLE TIMONIUM MD 21093-2264

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : COMMUNITY HOUSING, INC.  
DEPARTMENT ID : D03559846  
TYPE OF REQUEST : ARTICLES OF AMENDMENT AND RESTATEMENT  
DATE FILED : 12-29-2017  
TIME FILED : 11:33 AM  
RECORDING FEE : \$100.00  
EXPEDITED FEE : \$50.00  
FILING NUMBER : 1000362010892836  
CUSTOMER ID : 0003611066  
WORK ORDER NUMBER : 0004827643

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT  
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK  
ORDER NUMBER ON ANY INQUIRIES.

Charter Division  
Baltimore Metro Area (410) 767-1350  
Outside Metro Area (888) 246-5941



ENTITY TYPE: ORDINARY BUSINESS - NON-STOCK  
STOCK: N  
CLOSE: N  
EFFECTIVE DATE: 12-29-2017  
PRINCIPAL OFFICE: SUITE 1150  
8403 COLESVILLE ROAD  
SILVER SPRING MD 20910  
RESIDENT AGENT: CSC-LAWYERS INCORPORATING SERVICE COMPANY  
7 ST. PAUL STREET  
SUITE 820  
BALTIMORE MD 21202

**COMMUNITY HOUSING, INC.**

**(a nonstock corporation)**

**ARTICLES OF AMENDMENT AND RESTATEMENT**

The undersigned, being the President and Secretary of Community Housing, Inc. (the "Corporation") hereby certify to the State Department of Assessments and Taxation of Maryland that:

**FIRST:** The name of the corporation is Community Housing, Inc.

**SECOND:** The Corporation desires to, and does hereby, amend and restate in its entirety the Articles of Incorporation of the Corporation, as currently in effect and as hereinafter amended.

**THIRD:** The amendment and restatement was advised by the board of directors and approved by the members.

**FOURTH:** The following provisions are all the provisions of the Articles of Incorporation as currently in effect, as amended and restated herein:

**COMMUNITY HOUSING, INC.**

**(a nonstock corporation)**

RECEIVED  
2011 DEC 29 9 11:33  
DEPARTMENT  
OF ASSESSMENTS  
& TAXATION

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**FIRST:** The name of the corporation (which is hereinafter called the "Corporation") is Community Housing, Inc.

**SECOND:** The period of its duration is perpetual.

**THIRD:** The purposes for which the Corporation is organized are as follows:

1. The Corporation is organized and shall operate exclusively for charitable and educational purposes by conducting or supporting activities for the benefit of or to carry out the

purposes of the Community Preservation and Development Corporation ("CPDC"), a nonprofit, charitable and educational organization that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (the "Code") and which is not a private foundation under Section 509(a)(1). The Corporation shall accomplish these purposes by relieving poverty, lessening neighborhood tensions, eliminating prejudice and discrimination, combatting neighborhood deterioration, and reducing the burden on government. In furtherance of those purposes, the Corporation will acquire, rehabilitate, develop, own and operate affordable housing for low-income persons; provide technical and underwriting assistance to lenders to assist and expedite the making of loans for affordable housing projects which meet the needs of the communities served by the lenders; and seek to create structures within the lending community to minimize the risk of such loans, such as the development of secondary markets, insurance/credit enhancement vehicles and bridge and gap financing programs. The Corporation may provide technical assistance to nonprofit organization, community development corporations, governmental agencies, lenders and others with respect to the acquisition, development and/or financing of decent, affordable housing for low-income persons. The Corporation may also undertake local community development and redevelopment projects or programs. Notwithstanding the above, if CPDC ceases to be an organization described in Section 501(c)(3) and Sections 509(a)(1) or (a)(2) of the Code, the Corporation shall cease to operate for the benefit of or in connection with said organization but shall be operated for the benefit of and in connection with such other organization or organizations which are described in Section 501(c)(3) and Sections 509(a)(1) or (a)(2) of the Code, as the Board of Directors of the Corporation shall determine.

2. Solely for the above purposes, the Corporation is empowered to and may exercise all other powers and authority now or hereafter conferred upon nonprofit corporations in the State of Maryland.

3. No part of the income or principal of the Corporation shall inure to the benefit of any director or officer of this Corporation or any other private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered to it, and to make reasonable payments and distributions in furtherance of the aforementioned purposes of the Corporation. The Corporation shall not engage in any activity which is prohibited to a corporation exempt from federal income tax under Section 501(c)(3) of the Code or any corresponding future provision of the federal tax law. In accordance with the existing federal tax law, the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office by publishing or distributing statements, or in any other way. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation.

4. It is intended that this Corporation shall have the status of a corporation which is exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code, and which is other than a private foundation under Section 509(a)(3) of the Code. These articles shall be construed accordingly, and all powers and activities of the Corporation shall be limited accordingly.

**FOURTH:** The present address of the principal office of the Corporation in Maryland is 8403 Colesville Rd, Suite 1150, Silver Spring, Maryland 20910. The name and post office address of the Corporation's resident agent of the Corporation in Maryland is CSC-

Lawyers Incorporating Service Company located at 7 St. Paul Street, Suite 820, Baltimore, MD 21202.

**FIFTH:** The management and affairs of the Corporation shall be vested in the board of directors of the Corporation (the "Board of Directors"). The number of directors of the Corporation shall be eleven, which number may be increased or decreased as provided in the bylaws. The current directors are: Phyllis Caldwell, Fernando Lemos, Lauren Bailey, James Brodsky, Conrad Egan, Leicester Johnson, Brian McLaughlin, Aluveller Perkins, Lee Reno, Shelly Rubin, and Adrian Washington.

**SIXTH:** The Corporation shall not be authorized to issue capital stock.

**SEVENTH:** The sole member of the Corporation shall be CPDC and the sole member shall have the rights as provided in the bylaws.

**EIGHTH:** The directors shall be appointed by CPDC, or by such officers of CPDC, acting in their official capacity, as the Board of Directors of CPDC shall so designate; provided however, that at no time shall the Board of Directors of the Corporation be constituted so as to be controlled directly or indirectly by one or more disqualified persons with respect to the Corporation (as defined in Section 4946 of the Code) other than "foundation managers" as defined by the Code and other than one or more organizations described in Section 509(a)(1) or Section 509(a)(2) of the Code.

**NINTH:** Provisions for distribution of assets on dissolution or other termination of the Corporation are as follows:

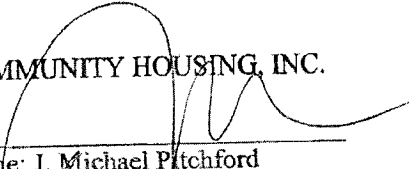
Although the period of duration of the Corporation is perpetual, if for any reason the Corporation is to be dissolved or otherwise terminated, no part of the property of the Corporation or any of the proceeds shall be distributed to or inure to the benefit of any of the directors of the Corporation. In such event, all property and proceeds of the Corporation, subject to the discharge of valid obligations of the Corporation, and to the applicable provisions of the General Laws of the State of

Maryland, shall be distributed to CPDC or its successor, if any, unless CPDC shall not then be in existence or shall not be a qualified Section 501(c)(3) and Section 509(a)(1) or (a)(2) organization, in which case the assets of the Corporation shall be distributed as directed by the Board of Directors to one or more Section 501(c)(3) and Section 509(a)(1) or (a)(2) organizations, exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or any corresponding future provision of the federal tax law. Any of such assets not so disposed of shall be disposed of by the Circuit Court of Montgomery County, or such other court sitting in equity of the political subdivision in which the principal office of the Corporation is then located, exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code, or any corresponding future provision of the federal tax law, as said court shall determine.

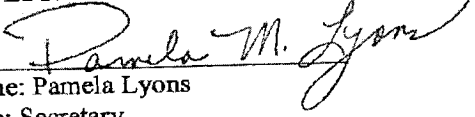
**TENTH:** The directors and officers of the Corporation shall have no liability to the Corporation for money damages except (i) to the extent that it is proven that such person actually received an improper benefit or profit in money, property or services actually received, or (ii) to the extent that a judgment or other final adjudication adverse to such person is entered in a proceeding based on a finding in the proceeding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. This Article shall not be construed to affect the liability of a person in any capacity other than as a director or officer of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment and Restatement to be signed in its name and on its behalf by its President and attested to by its Secretary on this 28<sup>th</sup> day of December, 2017.

COMMUNITY HOUSING, INC.

By:   
Name: J. Michael Pitchford  
Title: President

ATTEST:

By:   
Name: Pamela Lyons  
Title: Secretary

## **Tab I- Non-profit Questionnaire**

**2) Attachment B- CHI 501(c)(3) IRS SS4 TIN  
Letter**

Department of the Treasury

Washington, DC 20224

4/5/94

Community Housing, Inc.  
c/o Leslie A. Steen  
4340 East-West Highway, Suite 300  
Bethesda, Maryland 20814

Person to Contact: David Daume  
Telephone Number: (202) 622-8140  
Refer Reply to: CP:E:EO:R:2

Date: APR 5 1994

Employer Identification Number: 52-1804975  
Key District: Baltimore  
Accounting Period Ending: December  
Foundation Status Classification: 509(a)(3)  
Form 990 Required: Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in the section(s) above.

If your sources of support, or your purposes, character, or method of operation change, please let your key district know so that office can consider the effect of the change on your exempt status and foundation status. In the case of an amended document or bylaws, please send a copy of the amended document or bylaws to your key district. Also, you should inform your key District Director of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key District Director.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate



and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522.

Donors (including private foundations) may rely on this ruling unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your 509(a) status as shown above, donors (other than private foundations) may not rely on the classification shown above if they were in part responsible for, or were aware of, the act that resulted in your loss of such status, or they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification. Private foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect to them. However, private foundations may not rely on the classification shown above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

If your organization conducts fund-raising events such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Organizations Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your key district office.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$5,000 or 5 percent of your

gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

We are informing your key District Director of this ruling. Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

In this letter, we have not determined the effect on your tax-exempt status of financing your activities with the proceeds of tax-exempt bonds since you have not indicated that you intend to use such methods now or in the future.

If you have any questions about this ruling, please contact the person whose name and telephone number are shown in the heading of this letter. For other matters, including questions

Community Housing, Inc.

concerning reporting requirements, please contact your key  
District Director.

Sincerely,

*Jeanne S. Gessay*

Jeanne S. Gessay  
Chief, Exempt Organizations  
Rollings Branch 2

## **Tab I- Non-profit Questionnaire**

### **3) Attachment C- CHI By-Laws and CHI Appointment of Officers**

**COMMUNITY HOUSING, INC.**

\*\*\*\*\*

**BYLAWS**

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**Revised October 27, 2005**

**Revised May 4, 2011**

**Revised July 28, 2011**

**Revised October 24, 2013**

**Revised December 11, 2017**

## TABLE OF CONTENTS

ARTICLE I.	OFFICES.....	4
Section 1.	Principal Office.....	4
Section 2.	Registered Office.....	4
ARTICLE II.	MEMBER.....	4
Section 1.	Member.....	4
Section 2.	Election of Directors.....	4
Section 3.	Action by Consent in Lieu of a Meeting.....	4
ARTICLE III.	DIRECTORS.....	5
Section 1.	Directors.....	5
Section 2.	Powers and Qualifications.....	5
Section 3.	Election and Term.....	5
Section 4.	Resignations.....	5
Section 5.	Removal.....	6
Section 6.	Vacancies.....	6
Section 7.	Chair.....	6
Section 8.	Vice-Chair.....	6
Section 9.	Board Member Emeritus.....	7
Section 10.	Board Chair Emeritus.....	7
Section 11.	Location of Meetings.....	7
Section 12.	Annual Meeting.....	7
Section 13.	Regular Meetings.....	7
Section 14.	Call of Special Meetings.....	8
Section 15.	Notice of Special Meetings.....	8
Section 16.	Waiver of Notice.....	8
Section 17.	Quorum.....	8
Section 18.	Action by Majority Vote.....	9
Section 19.	Action by Written Consent.....	9
Section 20.	Executive Committee.....	9
Section 21.	Other Board Committees.....	10
Section 22.	Powers.....	10
Section 23.	Term.....	10
Section 24.	Meetings.....	10
Section 25.	Quorum.....	10

**TABLE OF CONTENTS**  
(continued)

ARTICLE IV.	OFFICERS .....	11
Section 1.	Designation .....	11
Section 2.	Election .....	11
Section 3.	Term .....	11
Section 4.	Resignations .....	11
Section 5.	Removal .....	11
Section 6.	Vacancies .....	11
Section 7.	President.....	12
Section 8.	Senior Vice President.....	12
Section 9.	Secretary.....	12
Section 10.	Treasurer .....	12
Section 11.	Other Officers.....	13
ARTICLE V.	COMPENSATION OF DIRECTORS AND OFFICERS.....	13
Section 1.	Compensation of Directors .....	13
Section 2.	Compensation of Officers .....	13
ARTICLE VI.	LIABILITY AND INDEMNIFICATION .....	13
Section 1.	Liability .....	13
Section 2.	Indemnification .....	13
Section 3.	Insurance .....	14
ARTICLE VII.	GENERAL PROVISIONS .....	14
Section 1.	Grants .....	14
Section 2.	Execution of Contracts.....	15
Section 3.	Loans.....	15
Section 4.	Gifts.....	15
Section 5.	Investments .....	15
Section 6.	Voting of Securities Held by the Corporation.....	15
Section 7.	Books and Records.....	16
Section 8.	Depositories.....	16
Section 9.	Signatories.....	16
Section 10.	Annual Audit.....	16
Section 11.	Fiscal Year .....	16
Section 12.	Corporate Seal.....	16
ARTICLE VIII.	AMENDMENTS .....	17

**TABLE OF CONTENTS**  
(continued)

ARTICLE IX. EFFECT OF PROVISIONS OF LAW AND ARTICLES OF  
INCORPORATION..... 17



**COMMUNITY HOUSING, INC.**  
\*\*\*\*\*

**BYLAWS**  
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**ARTICLE I.**

**OFFICES**

Section 1. Principal Office. The principal office of the Community Housing, Inc (hereinafter referred to as the "Corporation") shall be located in the State of Maryland. The Corporation may from time to time have such other offices as the Board of Directors may determine or as the affairs of the Corporation may require.

Section 2. Registered Office. The Corporation shall have and continuously maintain in the State of Maryland, a registered office and a registered agent whose office is located in such registered office. The registered office may be, but need not be, located in the principal office of the Corporation. The address of the registered office may from time to time be changed by the directors.

**ARTICLE II.**

**MEMBER**

Section 1. Member. The sole member of the Corporation shall be Community Preservation & Development Corporation (the "Member"). The Member shall act through the Board of Directors or its designee.

Section 2. Election of Directors. The Member shall appoint the directors.

Section 3. Action by Consent in Lieu of a Meeting. Member action may be taken without a meeting if the Member consents thereto in writing (including by electronic transmission), and the writing or writings are filed with the records of the Corporation, except as otherwise provided by law, the Articles of Incorporation, or these Bylaws.

## **ARTICLE III.**

### **DIRECTORS**

Section 1. Directors. The Corporation shall be governed by a Board of Directors. The initial number of directors of the Corporation shall be fixed by the Articles of Incorporation. Thereafter, the Corporation shall have at least one (1) and no more than fifteen (15) directors as determined from time to time by the Member. Such number may be increased or decreased by the Member; however, no decrease shall have the effect of shortening the term of any incumbent director.

Section 2. Powers and Qualifications. The policies of the Corporation shall be determined, and its affairs shall be managed, by the directors. The directors shall act only as a Board of Directors, or as a committee thereof; individual directors shall have no power as such. Directors need not be citizens of the United States, nor residents of the State of Maryland.

Section 3. Election and Term. Directors shall be appointed by the Member annually. Except as provided in Section 6 of this Article, the directors appointed shall serve for a term of one (1) year and until their successors are elected and qualified, or until their earlier resignation, removal or death.

Section 4. Resignations. Any director may resign at any time by notifying the Board of Directors in writing. Such resignation shall take effect at the time specified therein. Acceptance by the directors of such resignation shall not be necessary to make it effective.

Section 5. Removal. Directors may be removed from office at any time, with or without cause, by the Member or upon a majority vote of the directors at a meeting

expressly called for that purpose. Notice of the intent to remove a director shall be given in accordance with Section 12 of this Article.

Section 6. Vacancies. Vacancies in the Board of Directors shall be deemed to exist in the event of the resignation, removal or death of any director, or in the event of an increase in the number of directors. Any such vacancy shall be filled by appointment by the Member or by a majority vote of the directors, even though less than a quorum of the directors. A director appointed or elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor. In the case of an increase in the number of directors, the initial terms of new directors may be varied to maintain approximate equality in the number of directors whose terms shall expire in successive years.

Section 7. Chair. At each annual meeting, the Board of Directors shall elect a Chair who shall preside over the meetings of the board for a one-year term, until his or her successor is elected. If the election of the Chair shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient.

Section 8. Vice-Chair. At each annual meeting, the Board of Directors shall elect one or two Vice-Chairs for one-year terms, until their successors are elected. One elected Vice-Chair if there are two shall be designated as senior and shall preside over meetings of the Board in the absence of the Chair and perform such duties and have such power as may from time to time be assigned by the directors or the Chair. The second Vice-Chair shall preside over meetings of the Board in the absence of the Chair and Vice-Chair, senior and perform such duties and have such power as may from time to time be assigned by the directors or the Chair. If the election of the Vice-Chairs shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. It is

the intent of the Directors that wherever feasible a Vice Chair shall succeed to Board Chair when there is Board Chair transition.

Section 9. Board Member Emeritus. The Board may from time to time name a Board member to "Emeritus" status. Board members elevated to Emeritus status shall be invited to attend called Board and Board Committee meetings but shall not vote nor be counted in a quorum during such meetings.

Section 10. Board Chair Emeritus. The Board may from time to time name a Board Chair to "Emeritus" status. Board Chairs elevated to Emeritus status shall be invited to attend called Board and Board Committee meetings but shall not vote nor be counted in a quorum during such meetings.

#### **MEETINGS OF THE BOARD OF DIRECTORS**

Section 11. Location of Meetings. Meetings of the Board of Directors, annual, regular or special, may be held within or without the State of Maryland and may be held by means of telephone conference.

Section 12. Annual Meeting. The annual meeting of the Board of Directors shall be held at such time and place as shall be determined by the Board of Directors and designated in the notice or waiver of notice of the meeting.

Section 13. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined from time to time by the directors.

Section 14. Call of Special Meetings. The Chair of the Board, the president or three or more Board members may call a special meeting of the Board.

Section 15. Notice of Special Meetings. Notice of special meetings of the directors shall be in writing, signed by the president, or the secretary, and shall be served

personally or sent to each director, as appropriate, by mail, courier, overnight delivery service, electronic transmission or facsimile addressed to his or her last known address at least one (1) day before the time designated for such meeting. Notice of special meetings shall state the time and place of the meeting; the purpose or purposes of such meetings need not be specified, unless otherwise required in the Articles of Incorporation or these Bylaws.

Section 16. Waiver of Notice. Whenever notice is required to be given to any director by the Maryland General Corporation Law, the Articles of Incorporation or these Bylaws, each person or persons entitled to such notice may waive notice if he or she (i) signs a waiver of notice, whether before or after the meeting, which is filed with the records of the meeting; or (ii) is present at the meeting. A written waiver need not specify the purpose or purposes of the meeting.

Section 17. Quorum. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, unless otherwise required by the Maryland General Corporation Law, the Articles of Incorporation or these Bylaws. However, if a quorum is not present at any meeting, those directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 18. Action by Majority Vote. Except as required by the Maryland General Corporation Law, the Articles of Incorporation or these Bylaws, any action by a majority of the directors present at a meeting at which a quorum of directors is present shall be deemed the action of the Board of Directors. However, so long as the Corporation has only two directors, action by the directors shall be by unanimous consent.

Section 19. Action by Written Consent. Any action required or permitted to be taken at a meeting of the directors or of a committee of the board may be taken without a meeting if a unanimous consent which sets forth the action taken is given in writing or by electronic transmission by each member of the board or committee and is filed in paper or electronic form with the minutes of proceedings of the board or committee.

### COMMITTEES

Section 20. Executive Committee. The Board of Directors may from time to time designate up to one-half (1/2) of the actual number of incumbent members or one-half (1/2) of the maximum number of directors allowable under the Bylaws to constitute an executive committee. The Chair and Vice-Chairs shall serve as ex-officio, voting members of the Executive Committee. The Chair shall serve as chair of the Executive Committee or may appoint another director to serve as chair. The Executive Committee shall meet at such time and such place as its members may from time to time determine. The Executive Committee shall have the full power to carry out the policies established by the directors and to manage the affairs of the Corporation as necessary during the interim periods between meetings of the Board of Directors, except that the Executive Committee shall not have authority as to the following matters:

- (a) filling vacancies in the Board of Directors or in any committee;
- (b) amending or repealing the Bylaws or adopting new Bylaws;
- (c) amending or repealing any resolution of the Board;
- (d) amending the Articles of Incorporation; or
- (e) adopting an agreement of merger or consolidation.

Section 21. Other Board Committees. The Board of Directors may also from time to time designate from among their members two (2) or more members to constitute such other committee or committees as deemed necessary and proper. The Board of

Directors shall have the power at any time to: (i) designate a member of such committee as its chair; (ii) fill vacancies on any committee; (iii) change the membership of any committee; or (iv) discharge a committee.

Section 22. Powers. Each committee shall have, and may exercise, such powers not inconsistent with the Maryland General Corporation Law, the Articles of Incorporation or these Bylaws, as authorized by the directors. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or upon any individual director by law. The members of a committee shall act only as a committee.

Section 23. Term. Members of a committee shall serve for a term of one (1) year, until the next annual meeting of the Board of Directors and until their successors are appointed, or until their earlier resignation, removal with or without cause, or death, or until the committee shall sooner be discharged.

Section 24. Meetings. Meetings of a committee may be held within or without the State of Maryland, and may be held by means of telephone conference. A majority of any such committee may fix the time and place of its meetings. Each committee shall keep records of its actions and report such actions to the Board of Directors and the president.

Section 25. Quorum. A majority of the then serving members of any committee shall constitute a quorum. Any action of the majority of those present at a meeting at which a quorum is present shall be deemed the action of the committee, except when a committee has only two (2) members, then any action must be by unanimous consent.

#### **ARTICLE IV.**

#### **OFFICERS**

Section 1. Designation. The officers of the Corporation shall consist of a president, a secretary and a treasurer, and may include one (1) or more vice presidents and such other officers, assistant officers and agents as may be deemed necessary, each to have such duties and authority as are provided in these Bylaws, or as the directors may from time to time determine. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

Section 2. Election. The officers shall be elected by the directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient.

Section 3. Term. Officers shall serve for a term of one (1) year, until the next annual meeting of the Board of Directors and until their successors are elected and qualified, or until their earlier resignation, removal or death.

Section 4. Resignations. Any officer may resign at any time by notifying the Board of Directors in writing. Such resignation shall take effect at the time specified therein. Acceptance by the directors of such resignation shall not be necessary to make it effective.

Section 5. Removal. Any officer may be removed, either with or without cause, by a majority vote of the directors at any regular or special meeting.

Section 6. Vacancies. A vacancy in any office caused by resignation, removal or death may be filled for the unexpired term of the predecessor in office by the directors at any regular or special meeting.

Section 7. President. The president shall have general supervision over the affairs of the Corporation, and shall perform all duties incident thereto and have such power as may from time to time be assigned by the directors.



Section 8. Senior Vice President. The senior vice president, if any, shall in the absence or disability or the president, perform the duties and exercise the powers of the president. The vice president shall perform such duties and have such other powers as the directors or the president may from time to time prescribe.

Section 9. Secretary. The secretary shall: (i) act as secretary of all meetings of the Board of Directors and the committees (if any); (ii) maintain the minutes thereof in the proper book or books; (iii) see that the reports, statements and other documents required by law are properly maintained and filed; and (iv) in general, perform all the duties incident to the office of secretary and such related duties as may from time to time be assigned by the directors or the president. The books, records and papers in the hands of the secretary shall at all times be subject to the inspection, supervision and control of the directors and the president. At the expiration of the secretary's term of office, the secretary shall turn over to the secretary's successor in office all books, records, papers and other properties of the Corporation.

Section 10. Treasurer. The treasurer shall: (i) collect and keep an account of all moneys received and expended for the use of the Corporation; (ii) deposit sums received by the Corporation in the name of the Corporation in such depositories as shall be approved by the directors; (iii) present reports of the finances of the Corporation at each annual meeting and when called upon by the president; and (iv) perform such related duties as shall be directed by the directors or the president. The funds, books and vouchers in the hands of the treasurer shall at all times be subject to the inspection, supervision and control of the directors and the president. At the expiration of the treasurer's term of office, the treasurer shall turn over to the treasurer's successor in office all books, records, monies and other properties of the Corporation.

Section 11. Other Officers. Other officers elected or appointed by the directors shall, in general, perform such duties and have such powers as shall be assigned to them by the directors or the president.

## ARTICLE V.

### COMPENSATION OF DIRECTORS AND OFFICERS

Section 1. Compensation of Directors. Directors shall not be compensated for their services as such, but may receive reimbursement for all reasonable expenses incurred in connection with the performance of services for the Corporation, including but not limited to attendance at annual, regular or special meetings of the Corporation. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefore.

Section 2. Compensation of Officers. Salaries or other compensation of the officers may be fixed from time to time by the Board of Directors, provided that such salaries and compensation shall not be excessive in amount and shall be for services which are reasonable and necessary for performance of the Corporation's purposes.

## ARTICLE VI.

### LIABILITY AND INDEMNIFICATION

Section 1. Liability. In the absence of fraud or bad faith, the directors of the Corporation shall not be personally liable for its debts, obligations or liabilities.

Section 2. Indemnification. To the maximum extent permitted by Maryland law in effect from time to time, the Corporation shall indemnify, and shall pay or reimburse reasonable expenses in advance of final disposition of a proceeding to, (a) any individual who is a present or former director or officer of the Corporation or (b) any individual who, while a director of the Corporation and at the request of the Corporation,

serves or has served another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The Corporation may, with the approval of its Board of Directors, provide such indemnification and advancement of expenses to a person who served as a predecessor of the Corporation in any of the capacities described in (a) or (b) above and to any employee or agent of the Corporation or a predecessor of the Corporation.

Neither the amendment nor repeal of this Article, nor the adoption or amendment of any other provision of the Bylaws or Charter of the Corporation inconsistent with this Article, shall apply to or affect in any respect the applicability of the preceding paragraph with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

Section 3. Insurance. The Corporation shall have the power to purchase director's and officer's liability insurance on behalf of any such person who is or was a director or officer of the Corporation.

## **ARTICLE VII.**

### **GENERAL PROVISIONS**

Section 1. Grants. The Board of Directors may prospectively or retroactively authorize any officer or officers, agent or agents, in the name, and on behalf, of the Corporation, and in the administration of an approved program, to make any grants or contributions or provide financial assistance in furtherance of the charitable and educational purposes of the Corporation as stated in its Articles of Incorporation to any qualified individuals or organizations.

Section 2. Execution of Contracts. The Board of Directors, except as otherwise provided in these Bylaws, may prospectively or retroactively authorize any officer or officers, agent or agents, in the name and on behalf of the Corporation, to enter into any

contract, or execute and deliver any instrument as may be necessary to carry out the purposes of the Corporation. Any such authority may be general or confined to specific instances.

Section 3. Loans. The Board of Directors may authorize the president or any other officer or agent of the Corporation to: (i) obtain loans and advances at any time for the Corporation from any bank, trust company, fine, corporation, individual or other institution; (ii) make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation; and (iii) pledge and hypothecate, or transfer any securities or other property of the Corporation as security for any such loans or advances. Such authority conferred by the directors may be general or confined to specific instances. No loans shall be made by the Corporation to any director or officer thereof.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise to be used to achieve the purposes of the Corporation.

Section 5. Investments. The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it according to the judgment of the Board of Directors and restricted to the prudent investments which a director is or may hereafter be permitted by law to make.

Section 6. Voting of Securities Held by the Corporation. Stocks and other securities owned by the Corporation shall be voted, in person or by proxy, as the Board of Directors may specify. In the absence of any direction by the directors, such stocks and securities shall be voted as the president may determine.

Section 7. Books and Records. There shall be kept at the principal office of the Corporation, correct books of accounts of all the business and transactions of the Corporation.

Section 8. Depositories. The funds of the Corporation not otherwise employed shall from time to time be deposited to the order of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, or as may be selected by any one (1) or more officers or agents of the Corporation to whom such power may from time to time be delegated by the Board of Directors.

Section 9. Signatories. All checks, drafts and other orders for payment of money from the funds of the Corporation and all notes and other evidences of indebtedness of the Corporation shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the secretary or treasurer and countersigned by the president or any vice president of the Corporation.

Section 10. Annual Audit. The Board of Directors may require an annual audit be made of the books and accounting records of the Corporation.

Section 11. Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section 12. Corporate Seal. The Corporation shall have a corporate seal with its name, year of incorporation and the words "Corporate Seal, State of Maryland" inscribed thereon. The seal shall be maintained in the custody of the secretary and used by the secretary, or any other officer so authorized by the directors, by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced on any instrument or document

as may be required by law, these Bylaws, the Board of Directors or the president. The presence or absence of the seal on any instrument, or its addition thereto, shall not affect the character, validity or legal effect of the instrument in any respect.

#### **ARTICLE VIII.**

##### **AMENDMENTS**

These Bylaws, or any one (1) or more of the provisions thereof, may be altered, amended or repealed and new Bylaws adopted by the Member. Notice of the intent to alter, amend or repeal and adopt new Bylaws shall be given in accordance with Article II, Section 13 hereof, provided, however, that notice shall be given at least seven (7) days in advance of such meeting.

#### **ARTICLE IX.**

##### **EFFECT OF PROVISIONS OF LAW AND ARTICLES OF INCORPORATION**

Each of the provisions of these Bylaws shall be subject to and controlled by specific provisions of the Maryland General Corporation Law or the Articles of Incorporation which relate to their subject matter, and shall also be subject to any exceptions or more specific provisions dealing with the subject matter appearing in these Bylaws, as amended from time, to time.

**SECRETARY'S CERTIFICATE**

I, Pamela M. Lyons, Secretary of the Community Housing, Inc., a nonstock corporation formed and existing under the Maryland General Corporation Law (the "Corporation"), do hereby certify that the foregoing is a true and complete copy of the Bylaws of the Corporation as amended by the Board of Directors of the Corporation on the 11<sup>th</sup> day of December, 2017.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed the Seal of the Corporation on this 11<sup>th</sup> day of December, 2017.

  
Secretary

[Corporate Seal]

DB1/ 94428709.5

**Vote of Board of Directors**  
**COMMUNITY HOUSING, INC.**

**March 30, 2020**  
**Appointment of Officers**

**WHEREAS**, the Board of Directors (the “Board”) of Community Housing, Inc. (“CHI”) desires to appoint new officers of the corporation;

**THEREFORE, BE IT RESOLVED**, that:

**1. RESOLVED**, that the following individuals are elected as officers of CHI and shall serve until their successors have been elected and are qualified:

<b><u>Name</u></b>	<b><u>Title</u></b>
Brian McLaughlin	President
Christine Madigan	EVP and Chief Business Officer
Kelly N. Shiflett	Chief Financial Officer
Jeffrey G. Galentine	Treasurer
Christopher LoPiano	Sr. Vice President and Assistant Secretary
Todd Del Tufo	Vice President
Shelynda Brown	Vice President
Suzanne Welch	Vice President
Stephanie Shack	General Counsel and Secretary



**Vote of Board of Directors**

**COMMUNITY HOUSING, INC.**


**March 30, 2020  
Appointment of Officers**

**OFFICER'S CERTIFICATE**

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the Resolution of the Board of Directors of Community Housing, Inc., adopted by the Board of Directors as of March 30, 2020, and in effect as of the date hereof.

WITNESS my hand and the seal of the corporation.

Dated: March 30, 2020

  
Stephanie L. Shack, Secretary of Community Housing,  
Inc.

## **Tab I- Non-profit Questionnaire**

### **4) Attachment D: Section 2, Question G**

**Attachment D: Section 2, Question G**

Community Housing, Inc. (CHI) is a supporting company of CPDC and serves as the development arm. Enterprise Community Development (ECD) controls and appoints the Board members of CPDC and CHI. On January 1, 2020, CPDC merged with Enterprise Housing Inc. to form Enterprise Community Development (ECD).

## **Tab I- Non-profit Questionnaire**

### **5) Attachment E- Operating Agreement**

**Operating Agreement  
of  
Nehemiah Ventures LLC**

This Operating Agreement (this “*Agreement*”) of Nehemiah Ventures LLC (the “*Company*”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Virginia Code (the “*Act*”), effective as of February 23, 2015, is entered into by CPDC Nehemiah Ventures LLC, a Virginia limited liability company as the sole member of the Company (“*Member*”)

1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1224, 1226, 1228 E. Brookland Park Blvd., Richmond, Virginia, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized under the Act..
2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
3. **Management.** The Company will be member-managed. The Member will exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Member, will be an action of the Company.
4. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Member.
5. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Member.
6. **Capital Contribution.** The capital contribution of the Member to the Company is \$100.
7. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Member to dissolve.
8. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
9. **No Liability of Member and Others.** The Member and its agents and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Member or any officer.
10. **Indemnification.** The Company will indemnify and defend the Member and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

11. **Amendment.** This Agreement may be amended only by written instrument executed by the Member and indicating an express intention to amend this instrument.
12. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of Virginia.

*[signature page follows]*

[signature page to Operating Agreement of Nehemiah Ventures LLC]

**CPDC Nehemiah Ventures LLC**  
a Virginia limited liability company

By: Community Housing, Inc.  
a Maryland nonstock, nonprofit corporation  
its sole member

By:   
Christopher LoPiano, Senior Vice President

**FIRST AMENDMENT  
TO  
OPERATING AGREEMENT OF NEHEMIAH VENTURES LLC**

This First Amendment (this “*Agreement*”) to Operating Agreement of Nehemiah Ventures LLC (this “*Company*”), effective as of March 15, 2021, is entered into by CPDC Nehemiah Ventures LLC, a Virginia limited liability company, as the sole member of the Company (the “*Member*”).

**RECITALS**

- A. The Company was formed pursuant to Articles of Organization filed with the Commonwealth of Virginia State Corporation Commission on February 23, 2015. The Company is governed by the Operating Agreement of Nehemiah Ventures LLC effective as of February 23, 2015 (“*Operating Agreement*”).
- B. The Company was formed for the purpose of serving as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1224, 1226, 1228 E. Brookland Park Blvd., Richmond, Virginia, (the “*Project*”) and to engage in any and all activities necessary, convenient desirable or incidental to the foregoing, and engage in any other lawful activity for which a limited liability company may be organized under Chapter 12 of Title 13.1 of the Virginia Code.
- C. The member desires to amend the Operating Agreement to include an additional property at 1218 E. Brookland Park Blvd., Richmond Virginia, that it intends to purchase and incorporate into the Project, all on the terms and conditions stated below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, of the covenants, promises and undertakings set forth herein, the Member hereby agrees as follows:

- 1. **Amendment to Operating Agreement.** The Operating Agreement is amended as follows:

Section 1 of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

“1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the owner in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the properties located at 1218, 1224, 1226, and 1228 E. Brookland Park Blvd., Richmond, Virginia, and any properties it may add thereto and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized under the Act.”



**2. Miscellaneous.**

- 2.1. No Changes. Except as otherwise set forth in this Agreement, all terms and provisions of the Operating Agreement remain in full force and effect.
- 2.2. Governing Law/Venue. This Agreement will be governed by the law of the Commonwealth of Virginia, without regard to conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Virginia and further agree not to assert any objections or claims of hardship on account of such venue.
- 2.3. Counterparts. This Agreement may be executed in separate counterparts, each of which when taken together will constitute an original. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.
- 2.4. Further Assurances. The parties hereto agree to execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.
- 2.5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
- 2.6. Recitals. The Recitals above are hereby incorporated and made a part of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[signature page to Amendment to Operating Agreement of Nehemiah Ventures LLC]

**CPDC Nehemiah Ventures LLC**  
A Virginia limited liability company

By: Community Housing, Inc.  
a Maryland nonstock, nonprofit corporation  
its sole member

By:   
\_\_\_\_\_  
Christopher LoPiano  
Its: Senior Vice President

**FIRST AMENDMENT  
TO  
OPERATING AGREEMENT OF CPDC NEHEMIAH VENTURES LLC**

This First Amendment (this "**Agreement**") to Operating Agreement of CPDC Nehemiah Ventures LLC (the "**Company**"), effective as of March 15, 2021, is entered into by Community Housing, Inc., a Maryland nonstock, nonprofit corporation, as the sole member of the Company (the "**Member**").

**RECITALS**

- A. The Company was formed pursuant to Articles of Organization filed with the Commonwealth of Virginia State Corporation Commission on February 23, 2015. The Company is governed by the Operating Agreement of CPDC Nehemiah Ventures LLC effective as of February 23, 2015 ("**Operating Agreement**").
- B. The Company was formed for the purpose of serving as the managing member of Nehemiah Ventures LLC, a Virginia limited liability company (the "**Owner**") of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1224, 1226, 1228 E. Brookland Park Blvd., Richmond, Virginia, (the "**Project**") and to engage in any and all activities necessary, convenient desirable or incidental to the foregoing, and engage in any other lawful activity for which a limited liability company may be organized under Chapter 12 of Title 13.1 of the Virginia Code.
- C. The member desires to amend the Operating Agreement to include an additional property at 1218 E. Brookland Park Blvd., Richmond Virginia, that Owner intends to purchase and incorporate into the Project, all on the terms and conditions stated below.

**AGREEMENT**

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1. **Amendment to Operating Agreement.** The Operating Agreement is amended as follows:

Section 1 of the Operating Agreement is hereby deleted in its entirety and replaced with the following:

"1. **Purpose and Powers.** The purpose of the Company is to (i) serve as the managing member of Nehemiah Ventures LLC, a Virginia limited liability company ("**Owner**"), in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the properties located at 1218, 1224, 1226, and 1228 E. Brookland Park Blvd., Richmond, Virginia, and any properties the Owner may add thereto to be owned by Owner, and to engage in any and all activities necessary, convenient, desirable or incidental to the foregoing, and (ii) engage in any other lawful activity for which a limited liability company may be organized under the Act."

**2. Miscellaneous.**

- 2.1. No Changes. Except as otherwise set forth in this Agreement, all terms and provisions of the Operating Agreement remain in full force and effect.
- 2.2. Governing Law/Venue. This Agreement will be governed by the law of the Commonwealth of Virginia, without regard to conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in Virginia and further agree not to assert any objections or claims of hardship on account of such venue.
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- 2.4. Further Assurances. The parties hereto agree to execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.
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- 2.6. Recitals. The Recitals above are hereby incorporated and made a part of this Agreement.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[signature page to Amendment to Operating Agreement of CPDC Nehemiah Ventures LLC]

**Community Housing, Inc.**  
a Maryland nonstock, nonprofit corporation

By:



Its:

Christopher LoPiano  
Senior Vice President

## **Tab I- Non-profit Questionnaire**

### **6) Attachment G- Joint Ventures Between CHI and For-Project Companies**

### Attachment G: Joint Ventures Between CHI and For-Profit Companies

Development Name	Location	Date of LIHTC Application	Nonprofit Role	Nonprofit Ownership Interest	Name/Principal of Joint Venture Partner	Name/Principal of General Contractor	Name/Principal of Management Agent	Result of Application	Current Status of Development
The Residences at Wiley H. Bates Heritage Park	Annapolis, MD	Jun-03	Lead Developer	80% of General Partner Interest	Northern Real Estate Urban Ventures / Gina Merritt	Hamel Builders / Phil Gibbs	Edgewood Management Corporation / Gene Ford, Jr.	Approved	Complete
Wardman Court (f.k.a. Clifton Terrace)	Washington, DC	2000	Co- Developer	50% of General Partner Interest	Michaels Development Group / Michael Levitt	Earnest Bock & Sons / Thomas Bock	Interstate Realty Management / Michael Levitt	Approved	Complete
The Overlook at Oxon Run (f.k.a. Parkside Terrace)	Washington, DC	Jan-06	Lead Developer	80% of General Partner Interest	Crawford Edgewood Managers, Inc. / H.R. Crawford	Harkins Builders, Inc. / Mike Ibrahimi	Edgewood Management Corporation / Gene Ford, Jr.	Approved	Complete

## **Tab I- Non-profit Questionnaire**

### **7) Attachment H- Tax Credit Applications with CHI as Sole General Partner**



### Attachment H: Tax Credit Applications with CHI as Sole General Partner

Development Name	Location	Date of LIHTC Application	Result of Application	Current Status of Development
Southern Ridge	Washington, D.C.	1993	Approved	Complete
Essex House	Takoma Park, MD	1994	Approved	Complete
Edgewood Terrace Ph. II	Washington, D.C.	1998	Approved	Complete
Park Montgomery	Silver Spring, MD	1999	Approved	Complete
Edgewood Terrace Ph. III	Washington, D.C.	2001	Approved	Complete
Edgewood Terrace Ph. IV	Washington, D.C.	2001	Approved	Complete
Island Walk	Reston, VA	2003	Approved	Complete
Mayfair Mansion	Washington, D.C.	2006	Approved	Complete
Wheeler Terrace	Washington, D.C.	2007	Approved	Complete
Admiral Oaks	Annapolis, MD	2008	Approved	Complete
Buckman Road	Alexandria, VA	2009	Approved	Complete
Suburbia Fairfax	Fairfax, VA	2010	Approved	Complete
The Larkspur	Arlington, VA	2011	Approved	Complete
Brookland Park Plaza	Richmond, VA	2014	Approved	Complete
Essex House	Takoma Park, MD	2015	Approved	Complete
Fort Stevens	Washington D.C.	2016	Approved	Complete
Jackson Ward Seniors	Richmond, VA	2017	Approved	Complete
Jackson Ward Multifamily	Richmond, VA	2017	Approved	Complete
Baker School	Richmond, VA	2019	Approved	In Construction

J

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

## **J. RELOCATION PLAN**

**Not applicable for this proposed development.**

K

Documentation of  
Development Location

**K.1**

Revitalization Area  
Certification

## **K.1 REVITALIZATION AREA CERTIFICATION**

- 1) Revitalization Designation Documentation
- 2) QCT Documentation

INTRODUCED: January 11, 2021

A RESOLUTION No. 2021-R010

To designate the properties known as 1218, 1224, 1226, 1228 East Brookland Park Boulevard as a revitalization area pursuant to Va. Code § 36-55.30:2.

\_\_\_\_\_  
Patron – Mayor Stoney (By Request)

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney  
\_\_\_\_\_

PUBLIC HEARING: JAN 25 2021 AT 6 P.M.

WHEREAS, pursuant to section 36-55.30:2 of the Virginia Housing Development Authority Act (the “Act”), as set forth in sections 36-55.24 through 36-55.52 of the Code of Virginia (1950), as amended, the governing bodies of localities may by resolution designate an area within such locality as a revitalization area for the purpose of facilitating financing by the Virginia Housing Development Authority to assist private entities with the development of mixed use and mixed income projects; and

WHEREAS, pursuant to the Act, in order to designate an area as a revitalization area, the local governing body must determine that, with respect to such area, (i) the area is 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:

AYES:            9            NOES:            0            ABSTAIN:        \_\_\_\_\_

ADOPTED:        JAN 25 2021    REJECTED:        \_\_\_\_\_    STRICKEN:        \_\_\_\_\_

dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; 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; and

WHEREAS, the Council believes that the properties known as 1218, 1224, 1226, 1228 East Brookland Park Boulevard, identified as Tax Parcel Nos. N000-0987/011, N000-0987/009, N000-0987/007, and N000-0987/006, respectively, in the 2021 records of the City Assessor and as shown on the map entitled “Site Aerial,” prepared by Torti Gallas + Partners, and dated January 16, 2018, a copy of which is attached to this resolution, is an area (i) that is is 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 inadequate design, quality or condition; and (ii) in which 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; and



WHEREAS, the Council believes that it is in the best interests of the citizens of the City of Richmond that the Council designate the aforementioned property as a revitalization area pursuant to section 36-55.30:2 of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

That the Council hereby designates the properties known as 1218, 1224, 1226, 1228 East Brookland Park Boulevard, identified as Tax Parcel Nos. N000-0987/011, N000-0987/009, N000-0987/007, and N000-0987/006, respectively, in the 2021 records of the City Assessor and as shown on the map entitled "Site Aerial," prepared by Torti Gallas + Partners, and dated January 16, 2018, a copy of which is attached to this resolution, as a revitalization area pursuant to section 36-55.30:2 of the Code of Virginia (1950), as amended.

BE IT FURTHER RESOLVED:

That the Council hereby determines that the aforementioned parcel consists of an area that is 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 inadequate design, quality or condition.

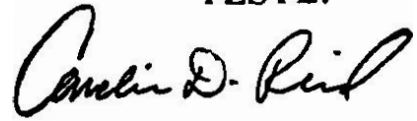
BE IT FURTHER RESOLVED:

That the Council hereby determines that the aforementioned property consists of an area in which 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

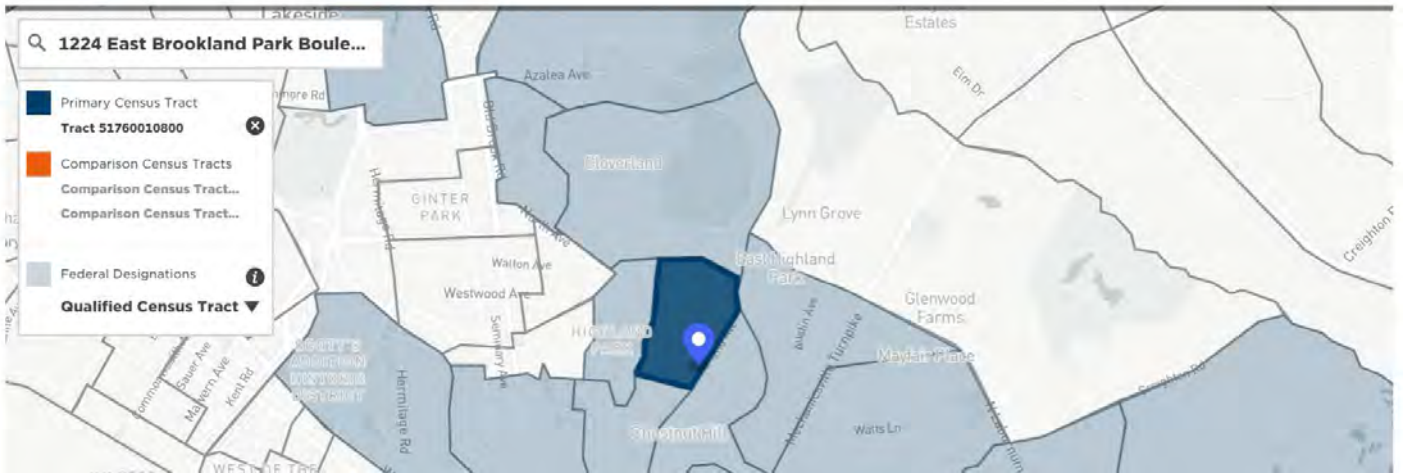
and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

**A TRUE COPY:**

**TESTE:**

A handwritten signature in black ink, appearing to read "Amelia D. Reil". The signature is written in a cursive style with a large initial 'A' and 'R'.

**City Clerk**

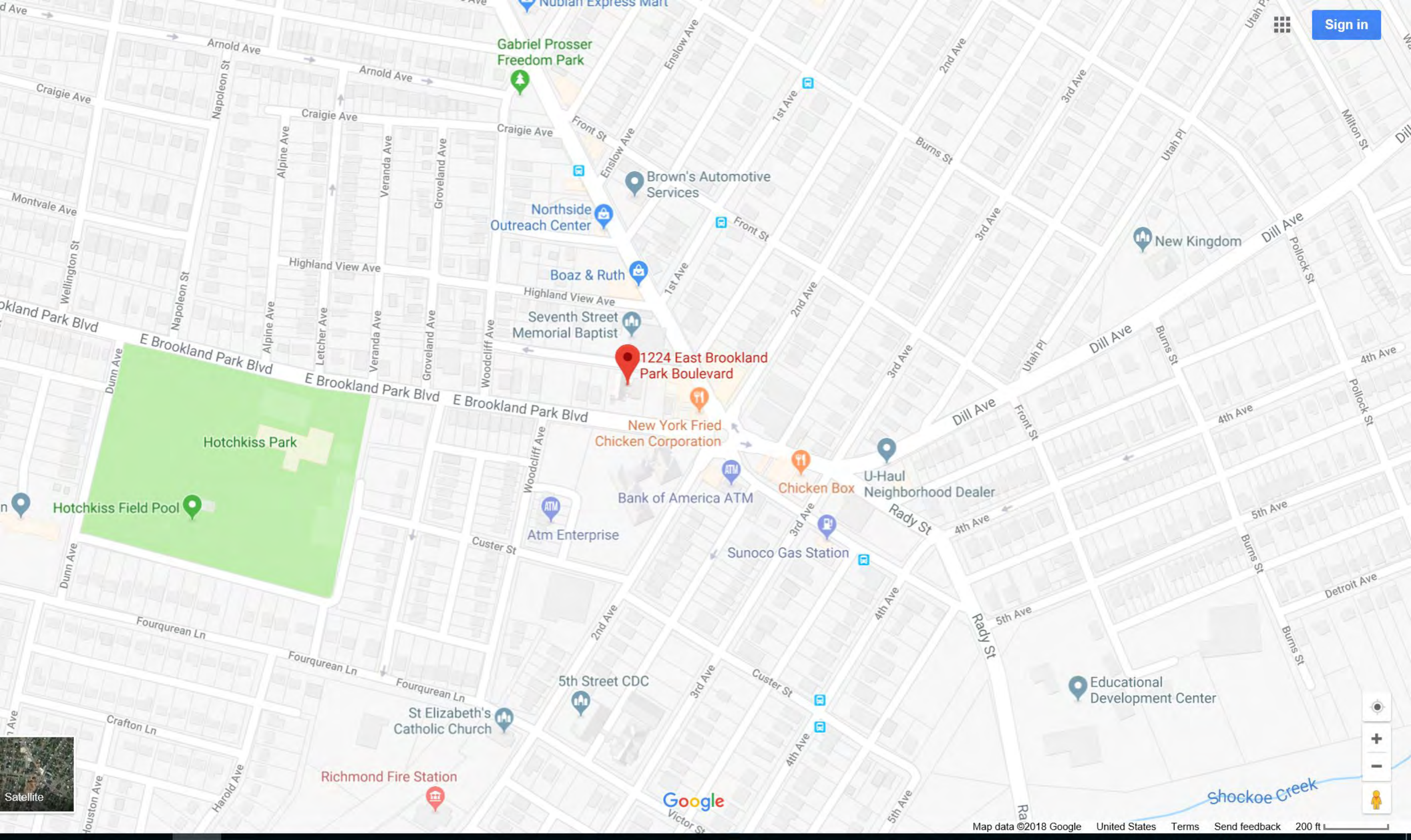


Qualified Census Tract (QCT) Documentation (Opportunity 360, 2021)

K.2

Location Map





1224 East Brookland Park Boulevard

New York Fried Chicken Corporation

Bank of America ATM

Chicken Box

U-Haul Neighborhood Dealer

Sunoco Gas Station

Atm Enterprise

5th Street CDC

St Elizabeth's Catholic Church

Richmond Fire Station

New Kingdom

Hotchkiss Park

Hotchkiss Field Pool

Gabriel Prosser Freedom Park

Brown's Automotive Services

Northside Outreach Center

Boaz & Ruth

Seventh Street Memorial Baptist

Dill Ave

Front St

Rady St

4th Ave

5th Ave

Burns St

Detroit Ave

Shockoe Creek





Expand side panel



Veranda Ave

Groveland Ave

Highland View Ave

Meadowbridge Rd

Firehouse 15

St. Mark Church of God in Christ

Newbury Ave

Newbury Ave

Simpson's Market  
Newbury Ave

Veranda Ave

Groveland Ave

Woodcliff Ave

E Brookland Park Blvd

E Brookland Park Blvd

New York Fried Chicken Corporation

Fresh...  
Cathedral

Woodcliff Ave

Dill Ave

Highland Park Senior Apartments

Bank of America ATM

Map

Google



3D view



K.3

Surveyor's Certification of  
Proximity to Public  
Transportation



### Surveyor's Certification of Proximity to Transportation

DATE: 2/24/2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Brookland Park Apartments

Name of Owner: Nehemiah Ventures LLC

Gentlemen:

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

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

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

RK+K

Firm Name

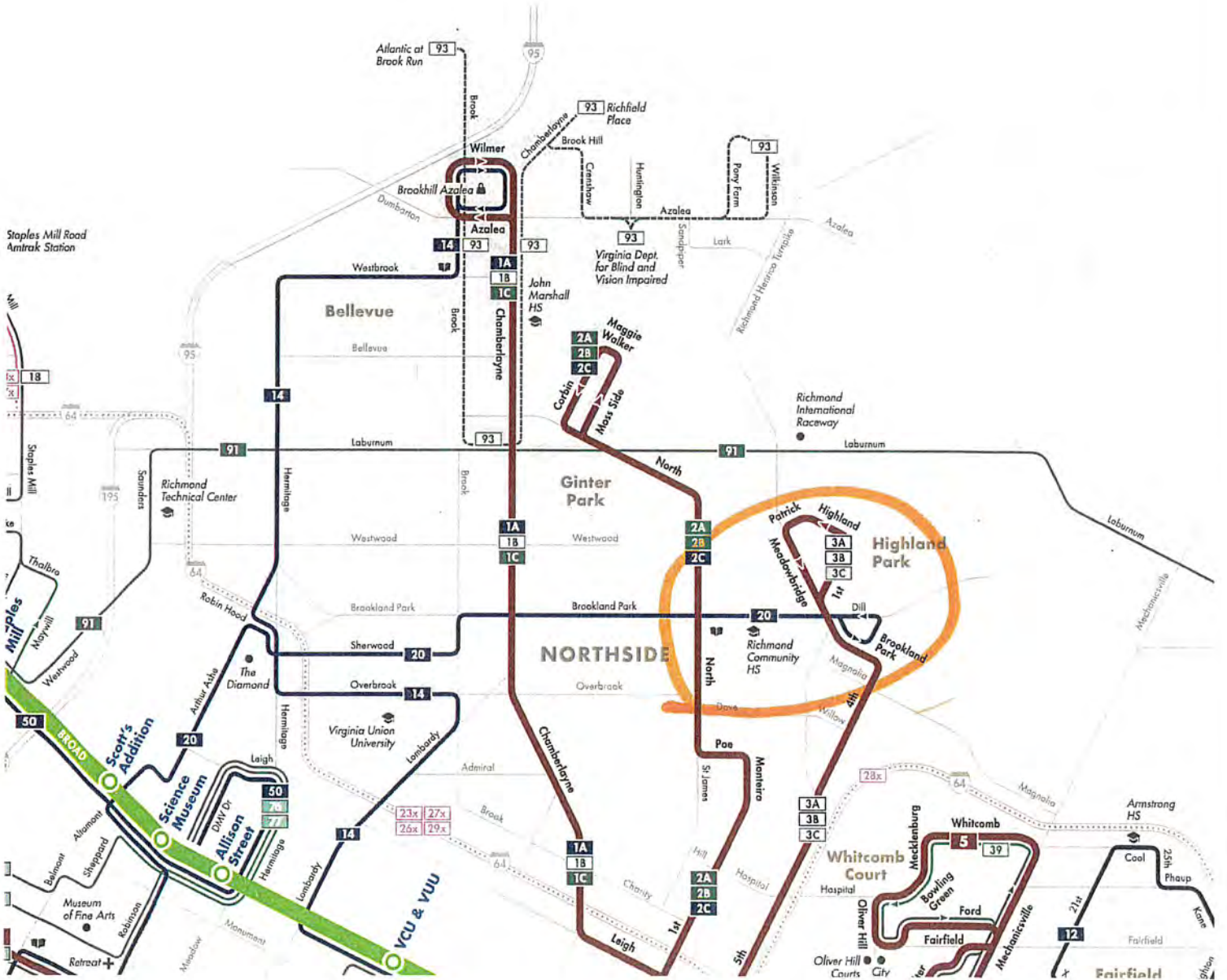
By: Brian M. Revels Brian M. Revels

Its: Senior Project Engineer  
Title











Map data ©2020 Google 50 ft





L

PHA/Section 8 Notification  
Letter



## PHA or Section 8 Notification Letter

Development Name: \_\_\_\_\_  
Tracking #: \_\_\_\_\_

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:**

**TO:**

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

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

Name of Owner: \_\_\_\_\_

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from 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 April 1, 2023 (date).

The following is a brief description of the proposed development:

Development Address:

\_\_\_\_\_  
\_\_\_\_\_

Proposed Improvements:

- New Constr.: \_\_\_\_\_ # units \_\_\_\_\_ # Bldgs
- Adaptive Reuse: \_\_\_\_\_ # units \_\_\_\_\_ # Bldgs
- Rehabilitation: \_\_\_\_\_ # units \_\_\_\_\_ # Bldgs

Proposed Rents:

- Efficiencies: \$ \_\_\_\_\_ / month
- 1 Bedroom Units: \$ \_\_\_\_\_ / month
- 2 Bedroom Units: \$ \_\_\_\_\_ / month
- 3 Bedroom Units: \$ \_\_\_\_\_ / month
- 4 Bedroom Units: \$ \_\_\_\_\_ / month

Other Descriptive Information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at  
(202) 894-8095.

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

Sincerely yours,

Shelynda Burney Brown

Name

Vice President of Real Estate Development

Title

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

Seen and Acknowledged By: Kenyatta D. Green

Printed Name: Kenyatta Green

Title: Interim Chief Operating Officer

Phone: 804-780-3491

Date: 3-4-2021

M

Locality CEO Response  
Letter





**J.E. LINCOLN SAUNDERS**  
ACTING CHIEF ADMINISTRATIVE OFFICER  
CITY OF RICHMOND, VA

March 8, 2021

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

**VHDA Tracking Number: 2021-C-40**  
**Development Name: Brookland Park Apartments**  
**Name of Owner/Applicant: Nehemiah Ventures LLC**

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 Richmond. Accordingly, the City of Richmond supports the allocation of federal housing tax credits requested by Nehemiah Ventures LLC for this development.

Yours truly,

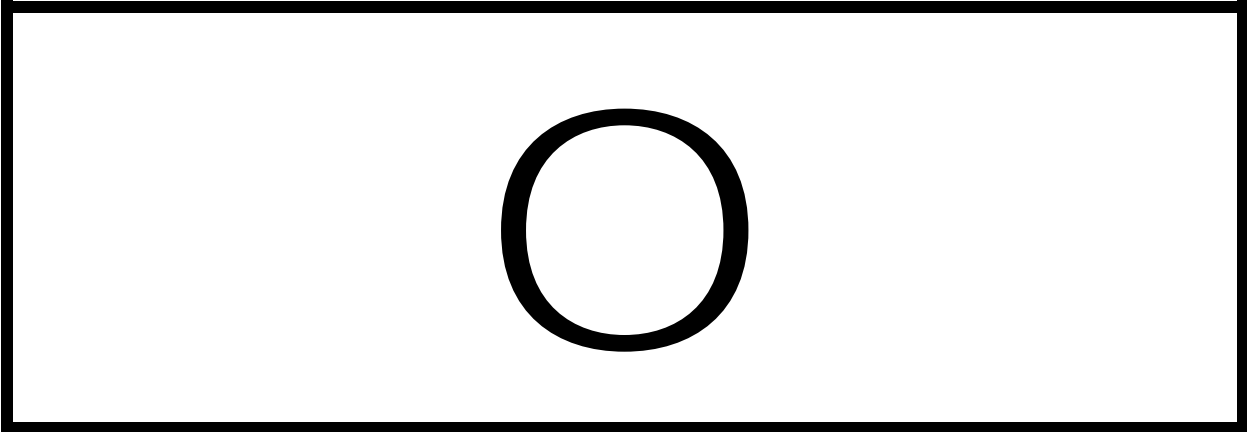
J.E. Lincoln Saunders  
Acting Chief Administrative Officer

**N**

Homeownership Plan

## **N. HOMEOWNERSHIP PLAN**

**Not applicable for this proposed development.**



O

Plan of Development  
Certification Letter

## **O. PLAN OF DEVELOPMENT CERTIFICATION LETTER**

**Not applicable for this proposed  
development.**

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements

## VHDA Experienced LIHTC Developers

### Notes:

Updated:

1/20/2021

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

### 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





P.O. Box 26887  
Richmond VA 23261-6887  
901 Chamberlayne Pkwy,  
Richmond, VA 23220

(O) (804) 780-4200  
TTY: Dial 7-1-1

[info@rrha.com](mailto:info@rrha.com)  
[www.rrha.com](http://www.rrha.com)

**Interim Chief Executive Officer**

Stacey Daniels-Fayson

**Board of Commissioners**

Veronica G. Blount, Chairman

Neil S. Kessler

Jonathan Coleman

Robley S. Jones

Basil I. Gooden, PhD

Barrett Hardiman

W.R. "Bill" Johnson, Jr.

Charlene Pitchford

Patrice Shelton, CCHWSr

February 25, 2021

**Community Housing Inc.**  
**Attn: Lee Alford**  
**8403 Colesville Road Ste. 1150**  
**Silver Spring, MD 20910**  
[lalford@cpdc.org](mailto:lalford@cpdc.org)

**RE: RRHA RFP 2019-04 RFP Housing Choice Voucher Program Project Based Vouchers – Brookland Park**

Dear Mr. Alford:

The Richmond Redevelopment and Housing Authority ("RRHA") made a commitment to Community Housing Inc. for seven Project Based Vouchers (PBVs) on February 28, 2019. RRHA received a request to extend the commitment for the Brookland Park project. We agree to extend our commitment as requested.

This award as revised requires the execution of the HAP contract by September 30, 2021. In addition, you indicated in your response to the RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through Virginia Housing. This commitment is contingent upon receiving an allocation of LIHTCs no later than June 30, 2021. If you do not receive an allocation of tax credits or execute the HAP contract by the defined deadlines, you will be required to request PBVs from RRHA by any open available method, i.e. a future RFP for competitive award of PBVs. RRHA will not grant future extensions of this commitment.

In accordance with the RFP and 24 CFR 983.205, the term of the awarded Agreement shall be an initial term of fifteen (15) years.

If you have any additional questions, you may contact me by e-mail at [arthur.walker@rrha.com](mailto:arthur.walker@rrha.com)

Sincerely,

Arthur J. Walker, CPPO  
Director of Procurement and Contract Administration

CC: Kenyatta Green, RRHA  
Desi Wynter, RRHA



R

Documentation of  
Operating Budget  
and Utility Allowance

**M. OPERATING EXPENSES**

<b>Administrative:</b>		<b>Use Whole Numbers Only!</b>
1. Advertising/Marketing		\$3,396
2. Office Salaries		\$0
3. Office Supplies		\$2,520
4. Office/Model Apartment	(type _____ )	\$0
5. Management Fee		\$41,074
<u>5.79%</u> of EGI	<u>\$622.33</u> Per Unit	
6. Manager Salaries		\$42,500
7. Staff Unit (s)	(type _____ )	\$0
8. Legal		\$4,608
9. Auditing		\$12,500
10. Bookkeeping/Accounting Fees		\$0
11. Telephone & Answering Service		\$7,950
12. Tax Credit Monitoring Fee		\$2,310
13. Miscellaneous Administrative		\$14,530
<b>Total Administrative</b>		<u>\$131,388</u>
<b>Utilities</b>		
14. Fuel Oil		\$0
15. Electricity		\$10,000
16. Water		\$3,000
17. Gas		\$0
18. Sewer		\$0
<b>Total Utility</b>		<u>\$13,000</u>
<b>Operating:</b>		
19. Janitor/Cleaning Payroll		\$42,000
20. Janitor/Cleaning Supplies		\$4,800
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$3,000
23. Trash Removal		\$5,000
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$7,500
28. Maintenance/Repairs Payroll		\$10,000
29. Repairs/Material		\$0
30. Repairs Contract		\$2,000
31. Elevator Maintenance/Contract		\$5,500
32. Heating/Cooling Repairs & Maintenance		\$3,000
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$1,200
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$12,050
<b>Totals Operating &amp; Maintenance</b>		<u>\$96,050</u>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$47,520
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$700
41. Property & Liability Insurance	\$38,905
42. Fidelity Bond	\$0
43. Workman's Compensation	\$22,757
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$109,882</b>

<b>Total Operating Expense</b>	<b>\$350,320</b>
--------------------------------	------------------

<b>Total Operating Expenses Per Unit</b>	<u>\$5,308</u>	<b>C. Total Operating Expenses as % of EGI</b>	<u>49.40%</u>
--	----------------	--	---------------

<b>Replacement Reserves</b> (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	<b>\$19,800</b>
---	-----------------

<b>Total Expenses</b>	<b>\$370,120</b>
-----------------------	------------------

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

## UTILITY ALLOWANCE STUDY

Property:

Brookland Park Apartments  
1224 E Brookland Park Boulevard  
Richmond, Virginia 23222



Type of Property:

Affordable Multifamily Development  
Family  
New Construction

Date of Report:

March 17, 2021

Effective Date:

January 13, 2021

Prepared For:

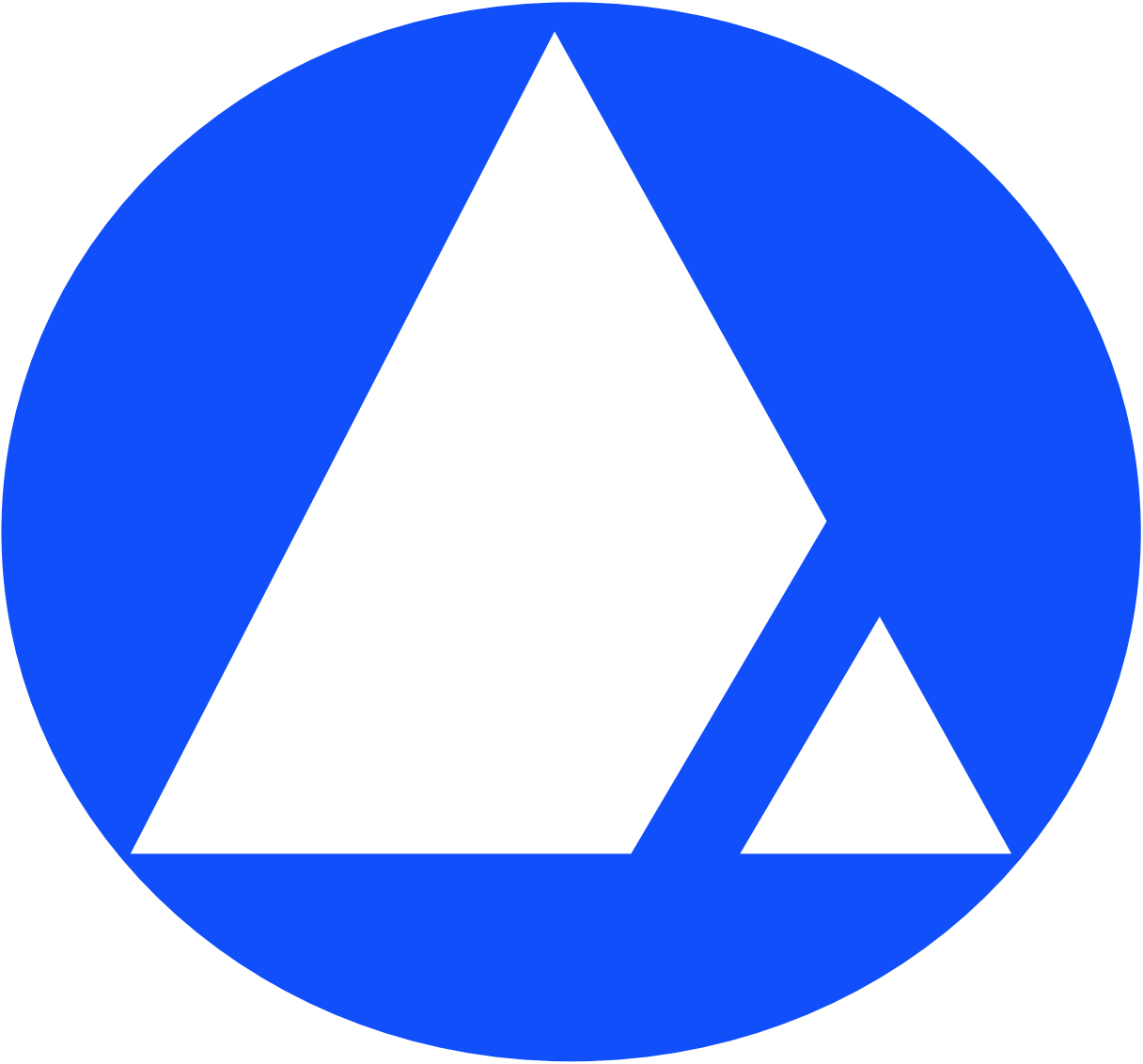
Mr. Mario Wells  
Enterprise Community Development, Inc.  
413 Stuart Circle, Suite 150  
Richmond, Virginia 23220  
Phone: 804-658-5841 | Cell: 804-525-0568  
E-mail: mariowells@enterprisecommunity.org

Prepared By:

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21-050



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March 17, 2021

Mr. Mario Wells  
Enterprise Community Development, Inc.  
413 Stuart Circle, Suite 150  
Richmond, Virginia 23220

Re: Brookland Park Apartments

Dear Mr. Mario Wells:

The subject property, known as Brookland Park Apartments, is a proposed affordable multifamily development to be located at 1224 E Brookland Park Boulevard in Richmond, Virginia (PID N0000987006, N0000987007, N0000987009, and N0000987011). The subject property is proposed to consist of 66 revenue-producing units to be constructed with tax credit financing. The subject property is an open age community.

All utilities – with the exception of trash - are proposed to be paid by the resident. The units are proposed to include electric ranges, electric cooking and electric heat (energy-efficient heat pumps). All appliances are proposed to be Energy Star rated. In addition, the units are proposed to include low-flow faucets and shower heads. Finally, the units are proposed to be constructed with energy-efficient floors, ceilings, walls, doors and windows.

The scope of this assignment consists of a utility allowance study for the subject property on an "as if complete & stabilized" basis. This study was completed in accordance with Section 1.42-10(b) of the Income Tax Regulations (26 CFR Part 1) governing utility allowances. The completion of this report utilized the methodologies described in the HUD Utility Allowance Guidebook, the HUD Utility Schedule Model, and the accompanying HUD Utility Model instructions. Our research involved the collection of data through discussions with local utility providers.

The purpose of the report is to establish utility allowances for the subject property as of the effective date of this report. The function of this report is to establish utility allowances for tax credit compliance purposes. This report should not be used for any other purposes without the express written permission of Allen & Associates Consulting.

The report has been generated for the benefit of our client Enterprise Community Development, Inc. VHDA is named as an additional user of the report. No other person or entity may use the report for any reason whatsoever without our express written permission.

Our analysis suggests the following utility allowances for the subject property:

<u>Larger Apartment Bldgs. (5+ units)</u>	
1 bedroom	\$95.00
2 bedroom	\$152.00
3 bedroom	\$213.00

This analysis is based upon information obtained from sources believed to be reliable. The conclusions reported are based on this information and the conditions that exist as of the effective date of this report.

Feel free to contact us with any questions or comments.

Respectfully submitted:  
ALLEN & ASSOCIATES CONSULTING



Jeff Carroll



Mike Lash





## TABLE OF CONTENTS

TABLE OF CONTENTS.....	PAGE 5
OVERVIEW.....	PAGE 6
METHODOLOGY.....	PAGE 9
DATA INPUTS.....	PAGE 11
CONCLUSIONS.....	PAGE 19
APPENDIX.....	PAGE 20

# OVERVIEW

## Project Overview

The subject property, known as Brookland Park Apartments, is a proposed affordable multifamily development to be located at 1224 E Brookland Park Boulevard in Richmond, Virginia (PID N0000987006, N0000987007, N0000987009, and N0000987011). The subject property is proposed to consist of 66 revenue-producing units to be constructed with tax credit financing. The subject property is an open age community.

All utilities – with the exception of trash - are proposed to be paid by the resident. The units are proposed to include electric ranges, electric cooking and electric heat (energy-efficient heat pumps). All appliances are proposed to be Energy Star rated. In addition, the units are proposed to include low-flow faucets and shower heads. Finally, the units are proposed to be constructed with energy-efficient floors, ceilings, walls, doors and windows.

## Federal Regulations

The following discussion comes from Section 1.42-10(b) (26 CFR Part 1). This regulation describes how utility allowances have been historically figured:

(b) Applicable utility allowances:

(1) Buildings assisted by the Rural Housing Service.

If a building receives assistance from the Rural Housing Service (RHS-assisted building) the applicable utility allowance for all rent-restricted units in the building is the utility allowance determined under the method prescribed by the Rural Housing Service (RHS) for the building.

(2) Buildings with Rural Housing Service assisted tenants.

If any tenant in a building receives RHS rental assistance payments (RHS tenant assistance), the applicable utility allowance for all rent-restricted units in the building (including any units occupied by tenants receiving rental assistance payments from the Department of Housing and Urban Development (HUD)) is the applicable RHS utility allowance.

(3) Buildings regulated by HUD.

If neither a building nor any tenant in the building receives RHS housing assistance, and the rents and utility allowances of the building are reviewed by HUD on an annual basis (HUD-regulated building), the applicable utility allowance for all rent-restricted units in the building is the applicable HUD utility allowance.

(4) Other buildings.

If a building is neither an RHS-assisted nor a HUD-regulated building, and no tenant in the building receives RHS tenant assistance, the applicable utility allowance for rent-restricted units in the building is determined under the following methods.

(i) Tenants receiving HUD rental assistance.

The applicable utility allowance for any rent-restricted units occupied by tenants receiving HUD rental assistance payments (HUD tenant assistance) is the applicable Public Housing Authority (PHA) utility allowance established for the Section 8 Existing Housing Program.

(ii) Other tenants.

(A) General rule. If none of the rules of paragraphs (b)(1), (2), (3), and (4)(i) of this section apply to any rent restricted units in a building, the appropriate utility allowance for the units is the applicable PHA utility allowance. However, if a local utility company estimate is obtained for any unit in the building in accordance with paragraph (b)(4)(ii)(B) of this section, that estimate becomes the appropriate utility allowance for all rent restricted units of similar size and construction in the building. This local utility company estimate procedure is not available for and does not apply to units to which the rules of paragraph (b)(1), (2), (3), or (4)(i) of this section apply.

(B) Utility company estimate. Any interested party (including a low-income tenant, a building owner, or an Agency) may obtain a local utility company estimate for a unit. The estimate is obtained when the interested party receives, in writing, information from a local utility company providing the estimated cost of that utility for a unit of similar size and construction for the geographic area in which the building containing the unit is located. The local utility company estimate may be obtained by an interested party at any time during the building's extended use period (see section 42(h)(6)(D)) or, if the building does not have an extended use period, during the building's compliance period (see section 42(i)(1)).

Unless the parties agree otherwise, costs incurred in obtaining the estimate are borne by the initiating party. The interested party that obtains the local utility company estimate (the initiating party) must retain the original of the utility company estimate and must furnish a copy of the local utility company estimate to the owner of the building (where the initiating party is not the owner), and the Agency that allocated credit to the building (where the initiating party is not the Agency). The owner of the building must make available copies of the utility company estimate to the tenants in the building.

It is important to note that the regulations call for utility allowances to be established on a building-by-building basis. Some housing authorities derive market-wide utility allowances, however. Although this makes it easy to administer utility allowances, market-wide utility allowances are not really contemplated by the applicable regulations.

The following discussion comes from Section 128274-03 (26 CFR Part1). This new regulation describes recent changes to how utility allowances are figured for other buildings:

Under Section 1.42-10(b)(4), other buildings generally use the applicable Public Housing Authority (PHA) utility allowance established for the Section 8 Existing Housing Program or use a local utility company estimate. The local utility company estimate may be obtained by any interested party (including a low-income tenant, a building owner, or a State or local housing credit agency (Agency)).

The IRS and Treasury Department received comments from organizations representing tenants, non-profit housing organizations, housing credit agencies, building owners, building management companies, developers, and others noting that the historic methods in Section 1.42-10 that provide rules for calculating utility expenses often result in flawed information being used for calculating rent adjustments and needed updating. These organizations asserted that PHA utility schedules referenced by the historic regulations do not represent the proper usage of utilities for low-income housing tax credit units.

This is primarily because PHA utility schedules are designed for Section 8 properties, which generally are older buildings with higher utility costs, whereas low-income housing projects require measurements that are appropriate for new construction. Further, a number of project developers, owners, and building managers have indicated that they are unable to obtain local utility estimates due to a lack of data or an unwillingness on the part of utility companies to provide the information. Even if a utility company is willing to provide an initial estimate, annual updates are often difficult to obtain. Therefore, these commentators recommended that Section 1.42-10 be amended to provide more viable and accurate options for estimating tenant utility costs.

In response to these concerns, Section 1.42-10(b)(4)(ii) was amended by new regulations to provide additional options for accurately calculating utility allowances. Section 1.42-10(b)(4)(ii)(B), which permits any interested party to obtain a local utility company estimate for a unit, is revised to accommodate multiple utility services to a property. When charges for electricity transmission and distribution are paid to more than one company, cost estimates must be obtained from each of the utilities when computing the utility allowance.

Section 1.42-10(b)(4)(ii) was also amended to permit a building owner to obtain a utility estimate for each unit in a building from the Agency that has jurisdiction over the building. The Agency's estimate must take into account the local utility rate data, property type, climate variables by region in the State, taxes and fees on utility charges, and property building materials and mechanical systems. An Agency may also use actual utility company usage data and rates for the building.

Further, the regulations were amended to permit a building owner to calculate utility allowances using the HUD Utility Schedule Model. The HUD Utility Schedule Model is based on data from the Residential Energy Consumption Survey (RECS) conducted by the Department of Energy. RECS data provides energy consumption by structure for heating, air conditioning, cooking, water heating, and other electric (lighting and refrigeration). The HUD Utility Schedule Model incorporates building location and climate. A building owner who chooses to use the HUD Utility Schedule Model must furnish a copy of the calculations using the HUD Utility Schedule Model to the Agency that has jurisdiction over the building. A building owner also must make available copies of the calculations to the tenants in the building.

Finally, the regulations were amended to permit a property owner to obtain a utility model developed by a qualified professional that takes into account specific information about the design and location of the building for which the utility allowances are being developed. The utility consumption must be calculated by either a properly licensed engineer or a qualified professional approved by the Agency that has jurisdiction over the building.

## METHODOLOGY

In this section we describe the two methodologies for establishing utility allowances: (1) Consumption-based methodology, and (2) Engineering-based methodology. Our discussion begins with the consumption-based method.

### **Consumption-Based Methodology**

With the consumption-based methodology, actual utility data and historic consumption patterns are used to establish utility allowances. The data normally comes from actual utility billing records over a specified timeframe. The reasonableness of the allowances established using this methodology depends on the selection of proper allowance categories, the quality of the consumption data, and the statistical validity of the data set chosen in the course of conducting the analysis.

Even after the owner has derived an accurate estimate of actual consumption levels, the owner must still decide whether the standard for the “energy-conservative household” should be set at that level. This requires a certain amount of subjective input from the owner.

There are certain advantages to using the consumption-based methodology: (1) The methodology is familiar to most property owners; (2) This methodology is simpler than developing a proprietary engineering-based model, and (3) The allowances have a link to actual historic consumption.

There are certain disadvantages to using this methodology: (1) The consumption-based methodology does not provide insight into what proportion of usage may be attributed to wasteful consumption, making it difficult to conclude consumption for an “energy-conservative” household; (2) Consumption data must be collected regularly to allow periodic updates to utility allowances – this is a very labor-intensive process; and (3) Local utilities are not always cooperative in providing consumption data for individually-metered units.

### **Engineering-Based Methodology**

With the engineering-based methodology, engineering calculations and technical data are used to determine reasonable energy and water consumption for a particular type of dwelling unit or household. Utility tariff and rates are applied to the consumption estimates to establish utility allowances for the units being studied. The reasonableness of the allowances established using this methodology depends on the assumptions made in the course of conducting the analysis.

Because the utility allowances derived from the engineering-based methodology are not linked to past patterns of resident consumption, an owner that switched to this method from the consumption-based methodology might experience a significant decrease in utility allowances. This can mean one of two things: (1) The owner should revisit the assumptions made when computing engineering-based consumption; or (2) The residents have historically been wasteful in their utility consumption.

There are certain advantages to using the engineering-based methodology: (1) The energy requirements of an “energy-conservative household” are established, promoting energy-conservative resident behavior; (2) Actual consumption data is not necessary to use this methodology; and (3) The engineering-based methodology does a very good job of accounting for the actual configuration, construction, and operation of the units being studied.

There are certain disadvantages to using this methodology: (1) The engineering-based methodology requires technical information (heat losses, climate data, equipment and appliance efficiency ratings); and (2) Allowances are not linked to actual consumption and may be far off from actual consumption patterns.

## **HUD Utility Schedule Model**

In response to the advantages and disadvantages of the consumption and engineering based methodologies, HUD developed an engineering-based utility allowance model (the HUD Utility Schedule Model) to provide a consistent basis for determining utility allowances. Use of the HUD model eliminates many of the drawbacks associated with the consumption-based methodology and proprietary engineering-based models. Consequently, we have elected to use the HUD Utility Schedule Model for purposes of this analysis.

## DATA INPUTS

In this section we include the data inputs for the HUD Utility Schedule Model. We present data for the following categories: (1) General Information, (2) Climate Data (Degree Days), (3) Standard Electric Utility Tariff, (4) Special Electric Heating/All Electric Tariff, (5) Standard Natural Gas Utility Tariff, (6) Fuel Oil Delivery Contract, (7) Liquefied Petroleum Gas (LPG) Delivery Contract, (8) Water Supply Tariff, (9) Sewer Tariff, (10) Trash Collection Fees, (11) Range/Microwave Fees, (12) Refrigerator Fees, and (13) Other Fees.

All inputs were made in accordance with published HUD Utility Model Instructions. Our discussion begins with General Information.

### General Information

In the table below we present the general information used in the HUD Utility Schedule Model:

General Information	
PHA code Lookup	va007
Name of Housing Authority	Richmond RHA
Form Date	VA

### Climate Data (Degree Days)

HUD has established a website that includes climate data by zip code for use in the HUD Utility Schedule Model (<http://www.huduser.org/resources/UtilityModel/hdd.html>). The data generated includes heating degree days (HDD) and cooling degree days (CDD). This data is necessary to compute heating and cooling loads in the HUD Utility Schedule Model.

In the table below we present the climate data used in the HUD Utility Schedule Model:

<b>Climate Data (Degree Days)</b>	
You may copy from the zipCodeToDegreeDays.xls spreadsheet and then use [Edit] [Paste Special] [Values]	
HDD Jan	846.0999756
HDD Feb	679.2000122
HDD Mar	521.7000122
HDD Apr	244.8999939
HDD May	75.59999847
HDD Jun	7.099999905
HDD Jul	0
HDD Aug	0.800000012
HDD Sep	28.20000076
HDD Oct	209.3999939
HDD Nov	450.7000122
HDD Dec	750.5
HDD Annual	3814.199951
CDD Jan	0
CDD Feb	0
CDD Mar	6
CDD Apr	36
CDD May	119
CDD Jun	315
CDD Jul	443
CDD Aug	388
CDD Sep	197
CDD Oct	39
CDD Nov	5
CDD Dec	1
CDD Annual	1549
Typical Low Temp	40



## Standard Electric Utility Tariff

In the course of conducting our analysis we contacted the local electric utility and obtained the current standard residential rate structure. In the table below we present the standard electric utility tariff used in the HUD Utility Schedule Model:

Date Entered	13-Jan-21	
<b>Standard Electric Utility Tariff</b>		
Utility Name	Dominion Power	
Rate Name	Residential	
Rate Effective Date	13-Jan-21	
First Month of Summer	6	
Last Month of Summer	9	
Monthly Charge	6.58	\$/month
Summer		
Size of First Block	800	kWh
Size of Second Block	remaining	kWh
Size of Third Block	0	kWh
Size of Fourth Block	0	kWh
Cost of First Block	0.113398	\$/kWh
Cost of Second Block	0.122129	\$/kWh
Cost of Third Block	0	\$/kWh
Cost of Fourth Block	0	\$/kWh
Winter		
Size of First Block	800	kWh
Size of Second Block	remaining	kWh
Size of Third Block	0	kWh
Size of Fourth Block	0	kWh
Cost of First Block	0.113398	\$/kWh
Cost of Second Block	0.095261	\$/kWh
Cost of Third Block	0	\$/kWh
Cost of Fourth Block	0	\$/kWh
Extra Charges	0	\$/kWh
Taxes	0	%

## Special Electric Heating/All Electric Tariff

In the course of conducting our analysis we contacted the local electric utility and obtained the current special/all electric residential rate structure. In the table below we present the special electric heating tariff used in the HUD Utility Schedule Model:

Special Electric Utility Tariff	
When electric utilities have special discounted tariffs for customers that heat with electricity or use only electricity and no other energy source in their homes.	
Utility Name	Dominion Power
Rate Name	Residential
Rate Effective Date	13-Jan-21
First Month of Summer	6
Last Month of Summer	9
Monthly Charge	6.58 \$/month
Summer	
Size of First Block	800 kWh
Size of Second Block	remaining kWh
Size of Third Block	0 kWh
Size of Fourth Block	0 kWh
Cost of First Block	0.0097 \$/kWh
Cost of Second Block	0.0097 \$/kWh
Cost of Third Block	0 \$/kWh
Cost of Fourth Block	0 \$/kWh
Winter	
Size of First Block	800 kWh
Size of Second Block	remaining kWh
Size of Third Block	0 kWh
Size of Fourth Block	0 kWh
Cost of First Block	0.0097 \$/kWh
Cost of Second Block	0.0097 \$/kWh
Cost of Third Block	0 \$/kWh
Cost of Fourth Block	0 \$/kWh
Extra Charges	0 \$/kWh
Taxes	0 %

## Standard Natural Gas Utility Tariff

In the course of conducting our analysis we contacted the local gas utility and obtained the current standard residential rate structure. In the table below we present the standard natural gas utility tariff used in the HUD Utility Schedule Model:

Standard Natural Gas Utility Tariff		
Utility Name	<input type="text" value="City of Richmond"/>	
Rate Name	<input type="text" value="ResGasServA"/>	
Rate Effective Date	<input type="text" value="13-Jan-21"/>	
First Month of Summer	<input type="text" value="1"/>	
Last Month of Summer	<input type="text" value="12"/>	
Monthly Charge	<input type="text" value="13.87"/>	\$/month
Summer		
Size of First Block	<input type="text" value="remainder"/>	CCF
Size of Second Block	<input type="text" value="0"/>	CCF
Size of Third Block	<input type="text" value="0"/>	CCF
Size of Fourth Block	<input type="text" value="0"/>	CCF
Cost of First Block	<input type="text" value="0.975"/>	\$/CCF
Cost of Second Block	<input type="text" value="0"/>	\$/CCF
Cost of Third Block	<input type="text" value="0"/>	\$/CCF
Cost of Fourth Block	<input type="text" value="0"/>	\$/CCF
Winter		
Size of First Block	<input type="text" value="remainder"/>	CCF
Size of Second Block	<input type="text" value="0"/>	CCF
Size of Third Block	<input type="text" value="0"/>	CCF
Size of Fourth Block	<input type="text" value="0"/>	CCF
Cost of First Block	<input type="text" value="0.975"/>	\$/CCF
Cost of Second Block	<input type="text" value="0"/>	\$/CCF
Cost of Third Block	<input type="text" value="0"/>	\$/CCF
Cost of Fourth Block	<input type="text" value="0"/>	\$/CCF
Extra Charges	<input type="text" value="0"/>	\$/CCF
Taxes	<input type="text" value="0"/>	%

### Fuel Oil Delivery Contract

In the course of conducting our analysis we contacted a local fuel oil carrier and obtained current pricing. In the table below we present the fuel oil delivery contract rates used in the HUD Utility Schedule Model:

Fuel Oil Delivery Contract		
Supplier Name	<input type="text" value="Bogue Oil, Inc"/>	
Effective Date	<input type="text" value="13-Jan-21"/>	
Monthly Charge	<input type="text" value="0"/>	\$/month
Size of First Block	<input type="text" value="remainder"/>	Gallons
Size of Second Block	<input type="text" value="0"/>	Gallons
Size of Third Block	<input type="text" value="0"/>	Gallons
Size of Fourth Block	<input type="text" value="0"/>	Gallons
Cost of First Block	<input type="text" value="2.84"/>	\$/Gallon
Cost of Second Block	<input type="text" value="0"/>	\$/Gallon
Cost of Third Block	<input type="text" value="0"/>	\$/Gallon
Cost of Fourth Block	<input type="text" value="0"/>	\$/Gallon
Extra Charges	<input type="text" value="0"/>	\$/Gallon
Taxes	<input type="text" value="0"/>	%

### Liquified Petroleum Gas (LPG) Delivery Contract

In the course of conducting our analysis we contacted a local LPG carrier and obtained current pricing. In the table below we present the liquified petroleum gas delivery contract rates used in the HUD Utility Schedule Model:

Liquified Petroleum Gas (LPG) Delivery Contract		
Supplier Name	<input type="text" value="A &amp; B Propane"/>	
Effective Date	<input type="text" value="13-Jan-21"/>	
Monthly Charge	<input type="text" value="0"/>	\$/month
Size of First Block	<input type="text" value="remainder"/>	lbs
Size of Second Block	<input type="text" value="0"/>	lbs
Size of Third Block	<input type="text" value="0"/>	lbs
Size of Fourth Block	<input type="text" value="0"/>	lbs
Cost of First Block	<input type="text" value="0.492924528"/>	\$/lb
Cost of Second Block	<input type="text" value="0"/>	\$/lb
Cost of Third Block	<input type="text" value="0"/>	\$/lb
Cost of Fourth Block	<input type="text" value="0"/>	\$/lb
Extra Charges	<input type="text" value="0"/>	\$/lb
Taxes	<input type="text" value="0"/>	%

## Water Supply Tariff

In the course of conducting our analysis we obtained current water rates. In the table below we present the water supply tariff used in the HUD Utility Schedule Model:

Water Supply Tariff		
Supplier Name	<input type="text" value="City of Richmond"/>	
Effective Date	<input type="text" value="13-Jan-21"/>	
Monthly Charge	<input type="text" value="15.14"/>	\$/month
Size of First Block	<input type="text" value="400"/>	Cubic Feet
Size of Second Block	<input type="text" value="remainder"/>	Cubic Feet
Size of Third Block	<input type="text" value="0"/>	Cubic Feet
Size of Fourth Block	<input type="text" value="0"/>	Cubic Feet
Cost of First Block	<input type="text" value="0.0268"/>	\$/Cubic Feet
Cost of Second Block	<input type="text" value="0.0531"/>	\$/Cubic Feet
Cost of Third Block	<input type="text" value="0"/>	\$/Cubic Feet
Cost of Fourth Block	<input type="text" value="0"/>	\$/Cubic Feet
Extra Charges	<input type="text" value="0"/>	\$/Cubic Feet
Taxes	<input type="text" value="0"/>	%

## Sewer Tariff

In the course of conducting our analysis we obtained current sewer rates. In the table below we present the sewer tariff used in the HUD Utility Schedule Model:

Sewer Tariff		
Supplier Name	<input type="text" value="City of Richmond"/>	
Effective Date	<input type="text" value="00-Jan-00"/>	
Monthly Charge	<input type="text" value="18.21"/>	\$/month
Size of First Block	<input type="text" value="remainder"/>	Cubic Feet
Size of Second Block	<input type="text" value="0"/>	Cubic Feet
Size of Third Block	<input type="text" value="0"/>	Cubic Feet
Size of Fourth Block	<input type="text" value="0"/>	Cubic Feet
Cost of First Block	<input type="text" value="0.07295"/>	\$/Cubic Feet
Cost of Second Block	<input type="text" value="0"/>	\$/Cubic Feet
Cost of Third Block	<input type="text" value="0"/>	\$/Cubic Feet
Cost of Fourth Block	<input type="text" value="0"/>	\$/Cubic Feet
Extra Charges	<input type="text" value="0"/>	\$/Cubic Feet
Taxes	<input type="text" value="0"/>	%

### Trash Collection Fees

In the course of conducting our analysis we obtained current trash collection rates. In the table below we present the trash collection fees used in the HUD Utility Schedule Model:

Trash Collection Fees	
Studio	20.8
1 Bedroom	20.8
2 Bedroom	20.8
3 Bedroom	20.8
4 Bedroom	20.8

### Range/Microwave Fees

Not all units include ranges and/or microwave ovens. HUD requires that these typical appliances be accounted for in utility allowance determinations.

The table below includes the average monthly cost for renting or financing the purchase of a range and microwave oven for different size dwelling units for use in the HUD Utility Schedule Model:

Range/Microwave Fees	
Studio	4
1 Bedroom	4
2 Bedroom	4
3 Bedroom	4
4 Bedroom	4

### Refrigerator Fees

Not all units include refrigerators. HUD requires that refrigerators be accounted for in utility allowance determinations.

The table below includes the average monthly cost for renting or financing the purchase of a refrigerator for different size dwelling units for use in the HUD Utility Schedule Model:

Refrigerator Fees	
Studio	6
1 Bedroom	6
2 Bedroom	6
3 Bedroom	6
4 Bedroom	6

### Other Fees

In the table below we present the any other fees necessary for the HUD Utility Schedule Model:

Other Fees	
Studio	0
1 Bedroom	0
2 Bedroom	0
3 Bedroom	0
4 Bedroom	0

## CONCLUSIONS

The following table summarizes our utility allowances for the area using the HUD Utility Schedule Model. Cells highlighted in gray are applicable to the subject property:

<b>Allowances for Tenant-Furnished Utilities and Other Services</b>		<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>					
Locality	Green Discount	Unit Type				Date (mm/dd/yyyy)	
<b>Richmond RHA</b>	<b>ENERGY STAR</b>	<b>Larger Apartment Bldgs. (5+ units)</b>				<b>1/13/2021</b>	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$28.21	\$30.74	\$33.14	\$35.54	\$37.94	\$40.35
	Bottled Gas	\$33.78	\$39.75	\$45.41	\$51.07	\$56.73	\$62.39
	Electric Resistance	\$18.01	\$20.02	\$24.23	\$27.75	\$30.66	\$33.27
	Electric Heat Pump	\$10.00	\$11.76	\$13.96	\$15.57	\$16.62	\$17.29
	Fuel Oil	\$36.15	\$42.53	\$48.59	\$54.65	\$60.71	\$66.76
Cooking	Natural Gas	\$2.21	\$2.60	\$3.76	\$4.92	\$6.08	\$7.24
	Bottled Gas	\$5.20	\$6.12	\$8.86	\$11.60	\$14.33	\$17.07
	Electric	\$3.80	\$4.47	\$6.47	\$8.47	\$10.47	\$12.47
	Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Electric		\$14.35	\$16.88	\$23.48	\$30.09	\$36.69	\$43.30
Air Conditioning		\$5.73	\$6.75	\$9.35	\$11.99	\$14.92	\$17.73
Water Heating	Natural Gas	\$5.03	\$5.91	\$8.54	\$11.17	\$13.80	\$16.43
	Bottled Gas	\$11.84	\$13.93	\$20.13	\$26.32	\$32.52	\$38.71
	Electric	\$9.24	\$10.87	\$13.87	\$16.87	\$19.87	\$22.87
	Fuel Oil	\$12.67	\$14.91	\$21.54	\$28.17	\$34.80	\$41.43
Water		\$26.50	\$28.93	\$45.14	\$69.44	\$93.75	\$118.06
Sewer		\$48.27	\$51.61	\$73.87	\$107.27	\$140.66	\$174.06
Trash Collection		\$20.80	\$20.80	\$20.80	\$20.80	\$20.80	\$20.80
Range/Microwave		\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Refrigerator		\$6.00	\$6.00	\$6.00	\$6.00	\$6.00	\$6.00
Other - specify		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The following table summarizes our water/sewer/trash estimates using the water consumption model found in the Appendix. Cells highlighted in gray are applicable to the subject property:

Utility or Service	Monthly Dollar Allowances					
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Water	\$0.00	\$17.00	\$33.00	\$50.00	\$0.00	\$0.00
Sewer	\$0.00	\$27.00	\$53.00	\$80.00	\$0.00	\$0.00

Combining the two models, this is what we end up with for utility allowances at the subject property:

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Utility Allowance		\$95.00	\$152.00	\$213.00		

## **APPENDIX**



## WATER

### Assumptions

Item	1BR	2BR	3BR
Units	30	32	4
Occupants/Bedroom	1.50	1.50	1.50
Occupants	45	96	18
Occupancy Rate	95%	95%	95%
Turnover Rate	30%	30%	30%
Annual Turnover	9	10	1
Monthly Turnover	0.75	0.83	0.08

### Building 1

Item	1BR	2BR	3BR
Units	30	32	4
Occupants/Bedroom	1.50	1.50	1.50
Occupants	45	96	18
Gallons/Occ/Day	57	57	57
Gallons/Day	2,565	5,472	1,026
Days/Year	365	365	365
Gallons/Year	936,225	1,997,280	374,490
Months/Year	12	12	12
Gallons/Month	78,019	166,440	31,208

Total Gallons/Month	275,666
CCF/Month	369

Item	\$
Volume Charge	\$4.480
Volume Charge	\$1,650.93
Base Charge (2.0 inch meter)	\$104.18
Building 1	\$1,755.11

### Total

Water \$/Month	\$1,755.11
Total Occupants	159
Water \$/Occupant	\$11.04

Item	1BR	2BR	3BR
Total Occupants	45	96	18
Water \$/Occupant	\$11.04	\$11.04	\$11.04
Water \$/Month	\$496.73	\$1,059.69	\$198.69
Units	30	32	4
Water \$/Unit	\$17	\$33	\$50

COB Home > Services > Utilities

## Residential Water Consumption Calculator

### Instructions

1. Fill in all of the Answer fields with a number
2. Click the 'Calculate' button to see your estimated consumption

Indoor Water Use	Answers	Estimated Water Consumption (gal)	
		per week	per month
How many people live in your household? (average miscellaneous use)	<input type="text" value="1"/>	<input type="text" value="105"/>	<input type="text" value="420"/>
How many showers total are taken per week in your household?	<input type="text" value="7"/>		
What is the average length of each shower? (in minutes) <i>If you are not sure, use 8 minutes</i>	<input type="text" value="8"/>		
What is the flow rate of your showerhead? (gallons per minute) <i>Enter 5 for standard, 2.5 for low flow</i>	<input type="text" value="2.5"/>	<input type="text" value="140"/>	<input type="text" value="560"/>
How many baths are taken each week in your household?	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
How many flushes total per week in your household?	<input type="text" value="28"/>		
How many gallons does your toilet use per flush? <i>Enter 5 for standard toilet, 1.6 for low flow Homes constructed after 1996 have 1.6gpf toilets</i>	<input type="text" value="1.6"/>	<input type="text" value="45"/>	<input type="text" value="179"/>
How many times are dishes washed by hand each week in your household?	<input type="text" value="0"/>		
How long does the water run each time? (minutes)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
How many times is the dishwashing machine run each week?	<input type="text" value="7"/>	<input type="text" value="105"/>	<input type="text" value="420"/>
How many loads of laundry are done in your household each week?	<input type="text" value="2"/>		
<i>The average washing machine uses 41 gallons per load, if you have a water-efficient machine, enter the gallons used by your machine</i>	<input type="text" value="20"/>	<input type="text" value="40"/>	<input type="text" value="160"/>
<b>Outdoor Water Use</b> (Summer Months: May - September)			
How many times is your lawn watered each week in the summer?	<input type="text" value="0"/>		
How long is the lawn watered for? (minutes)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
How much time is spent each week on miscellaneous watering such as washing cars, pets, watering garden? (minutes)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

### Estimated Water Use

	Gallons Per Day	Gallons Per Week	Gallons Per Month	CCF (100 cubic feet) Bi-Monthly
Total indoor use	<input type="text" value="57"/>	<input type="text" value="435"/>	<input type="text" value="1739"/>	<input type="text" value="4.66"/>
Total outdoor use	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>

## SEWER

### Building 1

Item	1BR	2BR	3BR
Gallons/Month	78,019	166,440	31,208
Total Gallons/Month			275,666
CCF/Month			369
Base Charge (2.0 inch meter)			\$127.05
Volume Charge			\$7.295
Base Charge (2.0 inch meter)			\$127.05
Volume Charge			\$2,688.29
<b>Building 1</b>			<b>\$2,815.34</b>

### Total

Sewer \$/Month	\$2,815.34
Total Occupants	159
Sewer \$/Occupant	\$17.71

Item	1BR	2BR	3BR
Total Occupants	45	96	18
Sewer \$/Occupant	\$17.71	\$17.71	\$17.71
Sewer \$/Month	\$796.80	\$1,699.83	\$318.72
Units	30	32	4
Sewer \$/Unit	\$27	\$53	\$80

## TRASH

<b>Garbage &amp; Trash Removal</b>	
Monthly Cost	\$749
Apartment Units	36
Garbage & Trash Removal	\$20.8



## QUALIFICATIONS

Allen & Associates Consulting is a real estate advisory firm specializing in affordable housing. Practice areas include low-income housing tax credits, tax-exempt bond transactions, HUD assisted and financed multifamily, USDA-RD assisted and financed properties, public housing, historic tax credits, conventional multifamily, and manufactured housing. Services include development consulting, rent comparability studies, market analysis, feasibility studies, appraisals, capital needs assessments, and utility studies.

Allen & Associates Consulting and its sister organization Allen & Associates Appraisal maintain offices in Charlotte, North Carolina and Detroit, Michigan, respectively. Allen & Associates is approved to provide its services throughout the United States.

The following is a listing of key personnel for Allen & Associates Consulting:

### Jeffrey B. Carroll

Jeffrey B. Carroll is President of Allen & Associates Consulting. Since 2000, Mr. Carroll has completed over 3000 development consulting assignments in 46 states. Major projects include:

- *Market Feasibility* - Completed market studies for 13 proposed tax credit apartment developments on behalf of the Georgia Department of Community Affairs. The portfolio included 5 family and 8 senior communities. Our analysis identified the 4 best deals for the housing finance agency to consider funding.
- *Valuation* - Developed a disposition plan for a 30-property portfolio of apartments on behalf of a private owner. The 921-unit portfolio (located in MD, DE, PA and VA) was valued at \$23 million. Our client relied on our valuations and advice to maximize sales proceeds for the portfolio.
- *Capital Needs Assessments* - Completed capital needs assessments for an 8-property portfolio of RD-financed apartments on behalf of a private developer. The portfolio (located in FL) included 6 family and 2 senior communities. Our client utilized our assessments to develop a scope of work for the proposed acquisition and renovation of the 214-unit portfolio.
- *Utility Allowance Studies* - Completed utility allowance studies for a portfolio of tax credit apartments on behalf of a large national owner/developer. The portfolio (located in CT, DC, IL, IN, MA, NC, OH, PA and VA) included 31 properties. Our client utilized our research to maximize rents and net operating income for the portfolio.
- *Underwriting* - Conducted a financial review on behalf of a local housing authority for the proposed redevelopment of a vacant historic textile mill into loft apartments. Our client had been asked to issue \$4 million in tax-exempt bonds for

the \$15 million project. Our assistance in underwriting the transaction resulted in the green light for the development.

Mr. Carroll is a certified general appraiser, licensed to appraise real estate in the states of Delaware, Georgia, Maryland, North Carolina, South Carolina and Virginia. Mr. Carroll is also a designated member of the Appraisal Institute (MAI).

Mr. Carroll is a peer-reviewed member of the National Council of Housing Market Analysts, where he served on the Executive Committee and chaired the Data and Ethics Committees.

In addition, Mr. Carroll has also served as a market study reviewer for the Georgia and Michigan housing finance agencies.

Mr. Carroll has written articles on affordable housing, development, property management, market feasibility, and financial analysis for Urban Land magazine, The Journal of Property Management, Community Management magazine, Merchandise magazine, HousingThink, and a publication of the Texas A&M Real Estate Research Center known as Terra Grande.

Mr. Carroll has conducted seminars on affordable housing, development, property management, market feasibility, and financial analysis for the American Planning Association, Community Management magazine, the Georgia Department of Community Affairs, the Manufactured Housing Institute, the National Association of State and Local Equity Funds, the Virginia Community Development Corporation, and the National Council of Affordable Housing Market Analysts.

Mr. Carroll is also an experienced developer and property manager. His experience includes the development of tax credit apartment communities, conventional market rate apartments, manufactured home communities, and single-family subdivisions. He has also managed a portfolio of apartment complexes and manufactured home communities.

The following is a summary of Mr. Carroll's relevant educational background:

Clemson University, Bachelor of Science Degree	
Major in Engineering	
Minor Concentration in Economics	1983
Harvard University, Master's Degree in Business Administration	
Major in General Management	
Minor Concentration in Economics and Real Estate	1988
Appraisal Institute	
Qualifying Education for Licensure	2001
Continuing Education for Licensure & MAI Designation	2020
ASTM International	
Property Condition Assessments E2018.01	September 2006

The Institute for Professional and Executive Development Tax Credit Property Disposition	October 2007
National Council of Affordable Housing Market Analysts Semi-Annual Meeting & Continuing Education	2002 - 2014
U.S. Department of Housing and Urban Development Utility Allowance Guidebook	September 2007
MAP Training & Certification	September 2007
USDA Rural Development Capital Needs Assessment Provider Training	September 2007
Accessibility Standards Training	September 2007

Mr. Carroll, who was awarded a scholarship on the Clemson University varsity wrestling team, has served as an assistant coach for a local high school wrestling team. Mr. Carroll resides in Charlotte, North Carolina with his wife Becky and his two children, Luke and Brittany.

Debbie Rucker

Debbie Rucker is an analyst with Allen & Associates Consulting, coordinating market research for the company. Mrs. Rucker has worked on over 2000 assignments and has conducted over 40,000 rent surveys.

Mrs. Rucker was also responsible for compiling the database of detailed information on of every tax credit and tax-exempt bond transaction in Virginia, North Carolina, South Carolina, Georgia, Florida, and Texas since 1999.

The following is a summary of Mrs. Rucker’s relevant educational background:

National Council of Affordable Housing Market Analysts Semi-Annual Meeting & Continuing Education	September 2005
Semi-Annual Meeting & Continuing Education	October 2006
Carolinas Council for Affordable Housing Spectrum C <sup>3</sup> P Certification	October 2008

Mrs. Rucker is active in her church and helps run a local judo club. Mrs. Rucker is the mother of three and resides in Weddington, North Carolina.

Michael W. Lash

Michael W. Lash is President of Lash Engineering, an engineering firm located in Charlotte, North Carolina that works closely with Allen & Associates Consulting on utility allowance studies and other specific engagements. Since 1981, Mr. Lash has completed hundreds of assignments including the design of industrial, commercial, multifamily, and single family developments. Mr. Lash is an expert in the design of utility systems, including wastewater and storm water treatment facilities.

Mr. Lash is a certified professional engineer, licensed in the states of Kansas, Louisiana, North Carolina, South Carolina, and Virginia. Mr. Lash graduated from Louisiana Tech University in Civil Engineering in 1981 and has conducted seminars on advanced wastewater treatment, storm water quality treatment and automated engineering drafting and design with Eagle Point Software.

Mr. Lash is active in his church and volunteers his time teaching karate at a local martial arts academy. Mr. Lash resides in Charlotte, North Carolina with his wife and three children.



## Utility Allowance Estimate Certification

VHDA #: \_\_\_\_\_ Property name: \_\_\_\_\_

Utilities residents are responsible for:    ELECTRIC    GAS    WATER    SEWER    TRASH

YES    NO   Are there additional fees passed on to residents?

If YES, list Fee Type: \_\_\_\_\_ and Fee Amount: \$ \_\_\_\_\_

YES    NO   A copy of the [90-day notice sent to residents](#) is attached.

YES    NO   [Utility Allowance Estimates by BIN Number Spreadsheet](#), including each bedroom size and type using the utility allowance estimate, is attached.

YES    NO   Will a combination of utility allowance options be used? If YES, check options below and include documentation for all utility allowance estimates:

PHA    Local Utility Company    Energy Consumption Model    HUD Utility Schedule Model

**The following utility allowance option has been selected:**

UTILITY OPTIONS	DOCUMENTS REQUIRED
<input type="checkbox"/> Local Utility Company Estimate	Documents provided by local utility company supporting estimates for each unit size and type by square feet
<input type="checkbox"/> Energy Consumption Model	Documents provided by the professional engineer supporting estimates for each unit size and type
<input type="checkbox"/> HUD Utility Schedule Model (HUSM)	The completed HUSM, along with the supporting rates, schedules, taxes, fees, and riders

**Send utility allowance submission to VHDA:**

<p><b>Email:</b> Forms and documents scanned together in <b>one pdf package</b> to: <a href="mailto:utilityallowances@vhda.com">utilityallowances@vhda.com</a></p>	<p><b>Mail:</b> VHDA Compliance &amp; Asset Management Dept. P.O. Box 4630 Richmond, VA 23220-8630</p>	<p><b>Inquiries:</b> Regarding utility allowance approvals must be directed to: <a href="mailto:utilityallowances@vhda.com">utilityallowances@vhda.com</a></p>
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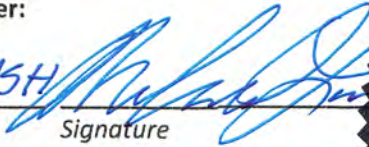
I understand that VHDA may require additional information to substantiate the estimates provided herein. Also, I certify the following:

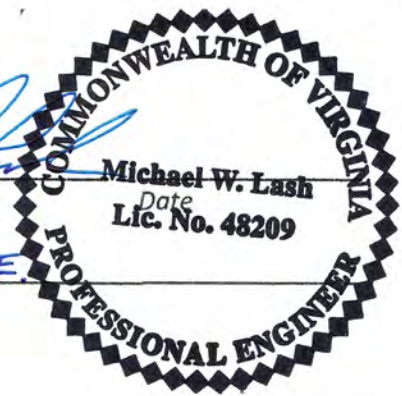
1. I have personally reviewed the documentation for each building/BIN (Building Identification Number) provided in this estimate.
2. For estimates based on utilities that are sub-metered, tenants only pay for utility consumption specific to their unit. Administrative fees of \$5.00 or less per month may be charged to the tenants. For administrative fees greater than \$5.00 per month, the difference must be included in gross rent and a utility allowance given and indicated on the Utility Allowance Estimates by BIN Number spreadsheet.
3. Cable television, telephone and internet costs are excluded from utility allowance calculations.
4. The estimate is based on available historical data from the most recent 12-month period. For New Construction, 12 months of data from similar units in similarly-constructed buildings in the project's geographic area was used.
5. Data is not more than 60 days old at the time of this submission.
6. All unit sizes and types in the property are listed on the enclosed Utility Allowance Estimate by BIN Number Spreadsheet, along with their correct, combined monthly average utility estimates. For any units not included in the estimate, the reason for exclusion is noted on the spreadsheet.
7. The documentation provided in this submission is complete and accurate.

**In addition to the owner's certifications above, if the owner used a RESNET professional or engineer to complete the HUD Model or determine an Energy Consumption estimate, the owner and professional/engineer certify the following:**

8. The owner and professional/engineer are not related, as defined in IRC section 267(b) or 707(b).
9. If using the Energy Consumption Model, it takes into account specific factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, and characteristics of the building location.
10. Utility rates are based on local rates and utility supplier(s) for the above-named property and are no older than the rates in place 60 days prior to the date of this submission.
11. A copy of the professional/engineer's current Virginia business license or current Virginia SCC certificate is attached.

**RESNET Professional or Engineer:**

MICHAEL W. LASH   
Printed Name Signature  
AB209 MICHAEL LASH, P.E.  
License # Name of Firm



**Owner/Authorized Signatory:**

\_\_\_\_\_  
Printed Name Signature Date

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

EXPIRES ON  
10-31-2022

NUMBER  
0402048209

BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS  
AND LANDSCAPE ARCHITECTS  
PROFESSIONAL ENGINEER LICENSE



MICHAEL WAYNE LASH  
1104 CINDY CARR DR  
MATTHEWS, NC 28105



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

S

Supportive Housing  
Certification

## **S. SUPPORTIVE HOUSING CERTIFICATION**

**The proposed development is not seeking credits from the ASH Pool, so this tab is not applicable for this application.**

T

Funding Documentation



March 15, 2021

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

Re: Subsidized Loan Financing Commitment for Brookland Park Apartments

Ladies and Gentlemen:

Community Preservation and Development Corporation (the "Lender"), a Maryland non-profit corporation has approved and hereby issues this loan commitment (the "Commitment") to make a permanent loan in the principal amount of \$615,000 (the "Sponsor Loan") to Nehemiah Ventures, LLC, a Virginia limited liability company (the "Company") to provide finance the development of the Brookland Park Apartments in Richmond, Virginia.

Community Housing, Inc., a Maryland non-profit corporation (the "Sponsor"), the sponsor of the Project, is the sole member of Lender.

The Loan will bear interest at a rate not to exceed the four percent (4.0%) for a term of thirty (30) years or a longer period as necessary to be coterminous with the senior debt. The Loan is a residual receipts loan with payments of principal and interest made out of a portion of cash flow. The Loan will be funded with the proceeds of a City of Richmond Housing Trust Fund grant in the amount of \$600,000 and the proceeds of a grant from Bank of America in the amount of \$15,000 awarded to Lender for this project. The City of Richmond grant award letter and Bank of America grant transfer receipt are attached hereto as Exhibit A.

The Company will comply with all requirements and restrictions in its application for financing from Virginia Housing. The Lender hereby consents to reliance on this Commitment by Virginia Housing in connection with its review of the application for a reservation of low income housing tax credits for the Project.

We are looking forward to working with you.

Sincerely,



Christopher LoPiano, Senior Vice President,  
Community Preservation and Development  
Corporation



**EXHIBIT A**

City of Richmond Grant Award Letter and Bank of America Grant Transfer Receipt

(see attached)



City of Richmond  
Housing & Community  
Development

February 4, 2020

Shelynda Burney Brown  
Vice President  
Community Preservation and Development Corporation  
8403 Colesville Road, Ste. 1150  
Silver Spring, MD 20910

AHTF 20-23  
Grant Number

Dear Ms. Brown,

I am pleased to inform you that the City of Richmond Affordable Housing Trust Fund has approved a grant in the amount of \$600,000 to Community Preservation and Development Corporation (CPDC) to support the Brookland Park Apts. The 66 unit apartment building will serve households with incomes at 50% or 60% AMI. The AHTF Grant will be made in accordance with the following terms and conditions.

CPDC's project will use the AHTF Grant proceeds for gap financing.

This Grant shall be in effect for a one-year period that will begin upon execution of a grant agreement between the City and CPDC. The grant term may be extended in writing for an additional year through a written amendment agreement to be issued by AHTF and signed by both parties. Such extension shall be based on project status and funding availability.

AHTF shall disburse the Grant funds to CPDC in installments upon satisfaction of the conditions listed below:

- two countersigned copies of this letter;
- CPDC may request each disbursement by submitting, (i) the disbursement amount requested, (ii) the requested date of disbursement;
- Draws may be conducted as follows, (i) 40% when permits are issued, (ii) 40% upon meeting the 50% construction completion milestone, (iii) 10% upon issuance of Certificate of Occupancy, (iv) 10% upon submission of final report to AHTF Program Administrator;
- a good standing certificate for CPDC dated no more than 12 months prior to the date of this Agreement;

AHTF Grant  
Community Preservation and Development Corporation  
February 4, 2020

- the most recent audited financial statements of CPDC;

The City of Richmond Housing and Community Development Affordable Housing Trust Fund (AHTF) shall not make any disbursement of grant funds unless, CPDC is in compliance with all the terms and conditions of this letter applicable to the AHTF Grant.

Any funds not disbursed by the expiration date of the AHTF Grant period indicated above shall be automatically reprogrammed by AHTF and shall no longer be available under the AHTF Grant. The AHTF Grant term may be extended, provided that a written request is submitted to the AHTF Grant Administrator for approval and an amendment to this letter is duly executed.

In its use of funds provided by AHTF, and in its development, marketing and operation of the Project, CPDC shall fully comply with all applicable federal, state, local, anti-discrimination laws, executive orders, rules and regulations.

AHTF shall not be obligated to disburse any proceeds of the AHTF Grant if, at the time of the proposed disbursement, CPDC or any other subsidiary of CPDC or any partnership affiliated with CPDC is in default under the terms of any AHTF financing, whether for the Project or provided by AHTF for any other project or purpose. In addition, AHTF shall not be obligated to disburse any proceeds of the AHTF Grant if there have been any material adverse changes in the financial or other condition of CPDC or the Project, including, but not limited to, any adverse changes in the key personnel of CPDC working on the Project (AHTF will determine, in its discretion, what would constitute an adverse change in key personnel).

CPDC must submit quarterly progress reports and annual financial statements to the AHTF Grant Administrator.

A written final report relating to the Grant and covering the entire Grant period, as described in Paragraph 1, above, shall be sent to AHTF's Grants Administrator at City of Richmond Department of Housing and Community Development 1500 East Main Street, Suite 400, Richmond, Virginia 23219 upon completion. Such reports shall be signed by an appropriate officer of CPDC and contain: (i) a financial statement reflecting all expenditures of Grant funds by CPDC according to the purposes of the Grant described in this letter, as of the end of the period covered by the report, and (ii) a narrative account of what was accomplished during that period toward achieving the goals of the Grant by the expenditure of Grant funds.

AHTF may monitor and conduct an evaluation of operations under the AHTF Grant. Such evaluation may include a visit from AHTF personnel to observe CPDC's program/project, to discuss said program/project with CPDC's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the AHTF Grant.

AHTF Grant  
Community Preservation and Development Corporation  
February 4, 2020

AHTF may include information regarding the AHTF Grant in its periodic public reports. AHTF may also refer to the AHTF Grant in press releases, in which case a copy of each such release will be sent to you in advance. AHTF asks that, until such a press release is issued, CPDC not make any public announcement relating to the AHTF Grant without first consulting the AHTF contact person referred to below.

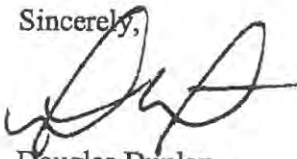
The principal AHTF contact person in connection with the grant described in this letter shall be Nacole Mason, Management Analyst Senior, for City of Richmond. All correspondence concerning said grant should be addressed to her.

CPDC may not assign or transfer its rights, or delegate any of its obligations associated with this award.

If this letter correctly sets forth CPDC's understanding of the terms and conditions of the AHTF Grant, please indicate acceptance of and agreement to said terms and conditions by having two of the enclosed copies of this letter countersigned and dated by an authorized officer of CPDC in the spaces provided below and returned to City of Richmond, Department of Housing and Community Development, AHTF's Grants Administrator, at 1500 East Main Street, Suite 400 Richmond, Virginia 23219, no later than February 21, 2020. If the AHTF Grant letters are not returned by that date, the AHTF commitment shall be withdrawn.

On behalf of the AHTF, I extend every good wish for the success of this endeavor.

Sincerely,



Douglas Dunlap  
Director  
Dept. of Housing & Community Development

(Please see next page for countersignature)

AHTF Grant  
Community Preservation and Development Corporation  
February 4, 2020

TERMS OF AHTF GRANT ACCEPTED AND AGREED TO:

By: 

Christopher LoPiano  
8403 Colesville Rd, #1150, Silver Spring,  
(name & address) MD 20910

Title: Senior Vice President of Real Estate Development  
(Title)

Date: 2/19/2020

Payment check should be directed to:

Enterprise Community Development (formerly CDC)

at the following address:

8403 Colesville Road, Suite 1150, Silver Spring

MD 20910

**EXHIBIT A**

**GRANT BUDGET \***

**USES OF FUNDS**

Construction

\$ 600,000

**SOURCES OF FUNDS**

AHTF Grant

\$ 600,000



Transaction Detail



**Transaction Details**

Date: 10/08/2019  
Account Number: 226004429966  
Bank ID: 054001204  
Transaction: Preauthorized ACH Credit (165)  
Currency: USD  
Amount: 15,000.00  
Credit/Debit: CREDIT  
Customer Ref #: 000000000000  
Bank Reference: 80024345287  
Value Date:  
  
Immediate Avail: 0.00  
1 Day Float: 0.00  
2 Day Float: 0.00  
Text: BANK OF AMERICA DES:CASHGRANTS ID: 820395  
INDN:COMMUNITY PRESERVATION CO ID:1200721133  
CCD





Ralph S. Northam  
Governor

R. Brian Ball  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Erik C. Johnston  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

June 20, 2019

Michael Pitchford  
President/CEO  
Community Housing, Inc.  
8403 Colesville Road, Ste 1150  
Silver Spring, MD 20910

Re: Affordable and Special Needs Housing Funding  
Proposal

Dear Mr. Pitchford:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Community Housing, Inc., will receive a preliminary offer from the Spring 2019 funding pool Affordable and Special Needs Housing competitive loan pool in the amount of \$700,000 in Virginia Housing Trust Fund (VHTF) funds to support the Brookland Park Apartments project.

Please note that you will receive further communication regarding the need to execute a VHTF program agreement within the next few weeks. The VHTF program agreement must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a VHTF program commitment and reservation of funds.

As the project gets underway, please be aware that any adjustments to the capital budget, operating expense budget, pro forma numbers and other project parameters must be approved by DHCD before the program funding agreement will be transferred to VHDA to request that formal loan documents be drafted. Execution of the program funding agreement is necessary in order to finalize a formal funding reservation and loan commitment.

A member of our Housing Finance Unit will be contacting you to begin the contract negotiation process. We are pleased to be of assistance to Community Housing Inc., in its affordable housing efforts.

Sincerely,

Pamela G. Kestner  
Deputy Director of Housing

Partners for Better Communities



[www.dhcd.virginia.gov](http://www.dhcd.virginia.gov)





Ralph S. Northam  
Governor

R. Brian Ball  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Erik C. Johnston  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

June 24, 2020

Mario Wells  
Real Estate Development Manager  
Enterprise Community Development, Inc.  
413 Stuart Circle, Suite 150  
Richmond, VA, 23220

Dear Mr. Wells:

I am writing to confirm receipt of your request for an extension of the Spring 2019 Affordable and Special Needs Housing funding offer made June 27, 2019 to Enterprise Community Development, Inc. (formerly Community Housing, Inc.) for the Brookland Park Apartments Virginia Housing Trust Fund Award. As stated in the June 2019 letter, a Program Agreement must normally be executed within twelve months of the preliminary offer to result in a reservation of funds.

By this letter the Department is hereby granting an additional 12-month period to get the required Program Agreement in place in light of the notification that the project is continuing to secure the required additional project funding, in addition to your written notification of the estimated project closing in the first quarter of 2021. By copy of this letter, I am notifying Mr. Michael Hass, Housing Program Manager, of your request. Please feel free to reach out to Michael at 804-371-7116 or by email at [Michael.haas@dhcd.virginia.gov](mailto:Michael.haas@dhcd.virginia.gov) for more information.

Sincerely,

Willie Fobbs, III  
Associate Director





Ralph S. Northam  
Governor

R. Brian Ball  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Erik C. Johnston  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

August 14, 2020

Mr. Mario Wells  
Real Estate Development Manager  
Community Housing, Inc.  
413 Stuart Circle  
Richmond, VA 23220-3741

### **Proposed Affordable & Special Needs Housing Financing Offer**

Dear Mr. Mario Wells,

I am pleased to advise you that the Department of Housing and Community Development has approved the request of Community Housing, Inc.'s Brookland Park Apartments project. Included with this letter are the proposed rate and terms granted to you in accordance with your project description.

Please note, that upon agreement you will receive further communication regarding program agreement(s) within the next few weeks. These program agreements must be fully executed within 12 months from the date of this letter in order for this preliminary offer to result in a program commitment and reservation of funds.

Please review the attached offer letter carefully, and attach any updated or new information with your response as it may pertain to this project. For projects, which are awarded a HOME or NHTF award a HUD required environmental review must be completed prior to execution of a program agreement. In addition, any adjustment to the capital budget, operating expense budget, pro forma numbers, and other project parameters must be approved by DHCD before the program agreements may be executed.

At your earliest convenience, please submit your project's Phase I Environmental Assessment to DHCD staff for review. If your project is financed utilizing HOME or NHTF funds, please prepare and submit the Part 58 checklist with your EA to DHCD staff. The Part 58 Checklist may be found on DHCD's website under Affordable and Special Needs Housing.

We are looking forward to working with you to provide affordable housing, if you have any questions as it pertains to this offer please feel free to contact me. I can be reached at:  
[Michael.haas@dhcd.virginia.gov](mailto:Michael.haas@dhcd.virginia.gov) or 804-371-7116.

Sincerely,

Michael Haas  
Housing Finance Program Manager



**Terms & Conditions**  
**Brookland Park Apartments**  
1224 East Brookland Park Boulevard  
Richmond, VA 23222

The Department of Housing and Community Development herein referred to as DHCD (“Lender”), has approved the request of Community Housing, Inc., whom is listed as the developer of the project and herein is referred to as (“Developer”) regarding Brookland Park Apartments (“Project”), which will be owned by CHI (“Owner”). Please review the following information as it pertains to your project:

The Project is awarded \$800000 of HOME funding. Please review the following proposed terms and conditions carefully, and notate any questions you may have for DHCD staff:

Interest Rate	3% Fixed
Loan Repayment Period	240 months (Interest Only)
Loan Amortization Schedule	360 months
Mandatory Compliance Period	240 months (from date of loan closing)
Extended Affordability Period	120

The compliance and repayment period begins upon loan closing. This loan constitutes permanent, must pay hard debt, which is not cash flow dependent. Deferred principle & accrued interest shall be forgiven at the end of a successful 30-year mandatory compliance and/or affordability period.

This debt is eligible to be utilized as a sponsor loan towards the project. If the Developer wishes to do so, a copy of the loan terms and agreements must be provided to the Lender for approval prior to commitment to the project. Failure to do so will lead to a revocation of this offer, and if applicable a demand notice for repayment of any disbursed funds.

It is the intention of the lender to disburse the HOME award as part of the permanent financing package upon final permanent close, which includes the issuance of the final Certificate of Occupancy or Certificate of Substantial Completion.

Final permanent close shall commence upon receipt of acceptable title, survey & environmental reports, closing of other required funding, customary due diligence,



rehab completion (if applicable), rental occupancy report, and issuance of COO/CSC by a local building official. Impediments to loan closing include, but are not limited to: failure to complete construction/renovations, due diligence items, or rent & occupancy requirements for the project in accordance with HOME, NHTF, and/or VHTF requirements (whichever is applicable).

DHCD shall be placed in the 2<sup>nd</sup> lien position, unless otherwise approved by the agency. Program agreements must be executed within 12 months of this letter, with an estimated closing of permanent debt to take place no later than 24 months after construction start. Failure to execute a program agreement within 12 months could result in a de-obligation of funds to your project.

Please execute and return one copy of this document to Michael Haas, Housing Finance Program Manager. Once received DHCD will be in communication with you regarding next steps.

It is our sincere pleasure to make this financing proposal to you; we look forward to your acceptance, and to our continuing relationship.

Sincerely,

Department of Housing & Community Development

---

Michael Haas: Housing Finance Program Manager

The undersigned accepts the obligation of funds, and agrees to the programmatic terms & conditions of the foregoing commitment:

\_\_\_\_\_ (Authorized Officer)

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

Date: \_\_\_\_\_

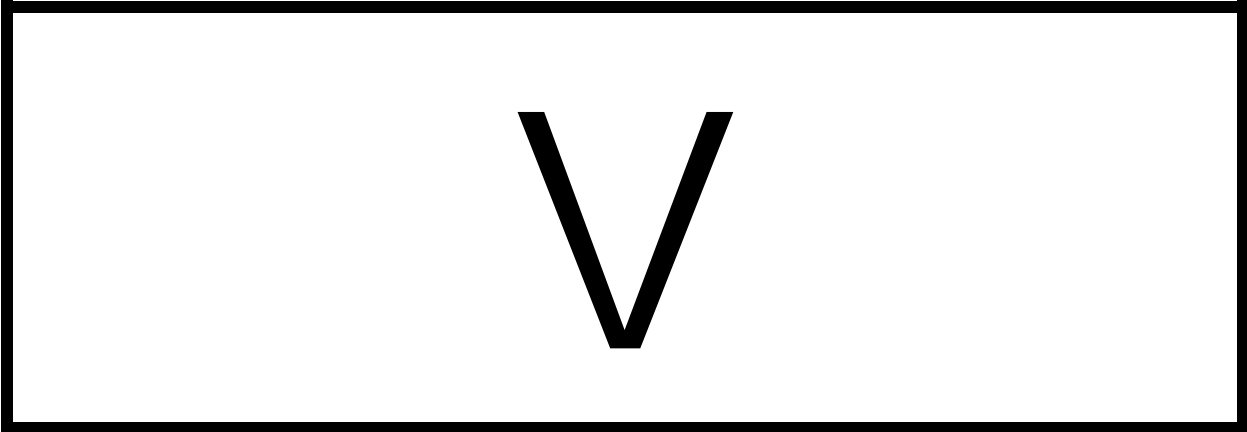


U

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

**U. DOCUMENTATION TO REQUEST  
EXCEPTION TO RESTRICTION-POOLS WITH  
LITTLE/NO INCREASE IN RENT BURDENED  
POPULATION**

**Not applicable for this proposed  
development.**



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

---

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Klein Hornig LLP  
1325 G Street NW, Suite 770  
Washington, DC 20005  
Attn: Chris Hornig

RIGHT OF FIRST REFUSAL AND PURCHASE OPTION AGREEMENT

This Right of First Refusal and Purchase Option Agreement (this "*Agreement*") is made as of March 15, 2021, by and among Nehemiah Ventures LLC, a Virginia limited liability company (the "*Company*"), and Community Housing, Inc., a Maryland nonstock corporation ("*Grantee*").

**RECITALS**

- A. The Company was formed for the purpose of serving as the owner of real estate in connection with providing safe, quality affordable housing and facilitating the direct or indirect acquisition, construction, rehabilitation, and operation of the property located at 1218, 1224, 1226, 1228 E. Brookland Park Blvd., Richmond, Virginia and described on Exhibit A (the "*Project*") and to engage in any and all activities necessary, convenient desirable or incidental to the foregoing, and engage in any other lawful activity for which a limited liability company may be organized under Chapter 12 of Title 13.1 of the Virginia Code.
- B. The Company desires to give, grant, bargain, sell and convey to Grantee, or such other governmental or qualified Section 501(c)(3) organization as may be designated by Grantee for the Refusal Right (defined below) certain rights to purchase the Project on the terms and subject to the conditions set forth in this Agreement.

Therefore, the parties agree as follows:

**AGREEMENT**

1. Grant of Refusal Right. If during the Refusal Right Period (defined below), the Company (i) determines to sell the Project, or (ii) receives an offer to purchase the Project, Grantee will have a right of first refusal to purchase the Project (the "*Refusal Right*") on and subject to the terms and conditions set forth in this Agreement.
2. Refusal Right Period. The Refusal Right Period will commence on December 31 of the fifteenth (15<sup>th</sup>) year of the "*Compliance Period*" as defined in Section 42(i)(1) of the Internal Revenue Code ("*Code*"), and will continue for a period of thirty-six (36) months thereafter (the "*Refusal Right Period*").
3. Qualified Grantee or Assignee. The foregoing grant of the Refusal Right will be effective only if the Grantee or its designee is a governmental agency or "qualified nonprofit organization", as defined in Section 42(h)(5)(c) of the Internal Revenue Code ("*Code*") at the time of the Offer Notice (defined below) and remains such at all times as of (i) the date that the Refusal Right is exercised and the



resulting purchase and sale closes or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee (defined below). Any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned will be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Section 11 hereof.

4. Offer Notice. Promptly upon (i) determining to sell the Project, or (ii) receiving an offer to purchase the Project, the Company will notify Grantee and deliver to Grantee a copy of any such offer or determination to sell (such notification from Company the "**Offer Notice**"). The Offer Notice will include the Company's good faith estimate of the Refusal Purchase Price (as defined below). In order to exercise the Refusal Right, the Grantee will provide written notice to the Company in the manner set forth in Section 6, no later than 180 days after the Grantee's receipt of the Offer Notice. The Company will not accept an offer to Purchase the Project unless and until (i) Grantee has failed to exercise the Refusal Right within one hundred eighty (180) days after Grantee's receipt of the Offer Notice, or (ii) Grantee has waived in writing its right to exercise the Refusal Right.
5. Refusal Right Purchase Price. The purchase price for the Project (the "**Refusal Purchase Price**") pursuant to the Refusal Right will be the greater of:
  - 5.1. the sum of the outstanding indebtedness, including accrued interest, secured by the Project, or
  - 5.2. the sum of (i) the principal amount of outstanding indebtedness secured by the Project (other than indebtedness incurred within the five (5)-year period ending on the closing on the sale of the Project ("**Closing Date**")), and (ii) all Federal, state and local taxes attributable to such sale. The immediately preceding sentence is intended to comply with and be interpreted and calculated consistently with the provisions of Section 42(i)(7)(B) of the Code. In the absence of formal Internal Revenue Service ("**IRS**") guidance or legal precedents to the contrary, the phrase "principal amount of outstanding indebtedness" will exclude any accrued interest owed. In the event that accrued interest is determined to be included in the phrase "principal amount of outstanding indebtedness," then, in the absence of formal IRS guidance or legal precedent to the contrary, the phrase "other than indebtedness incurred with the five (5)-year period ending on the Closing Date" will include any accrued interest incurred in the five (5)-year period ending on the Closing Date that remains unpaid as of that date. The Company agrees to accept the Grantee's computation of the amount described in this Section 5.2 if the method of computation is supported by an opinion of a national or regional law firm with recognized expertise in matters relating to Section 42 of the Code.
6. Exercise of Refusal Right. In the event that Grantee elects to exercise the Refusal Right, it will give the Company written notice of its intent to exercise the Refusal Right (the "**Exercise Notice**") for the Refusal Purchase Price and will specify a date for delivery of the deed not more than three hundred sixty (360) days after Grantee's delivery of the Exercise Notice. Upon request by the Grantee made together with the Exercise Notice, the Company will advise Grantee of the amount of tax liability the Company maintains is to be included in the Refusal Purchase Price and the calculation thereof under Section 5.1 (subject to Grantee's right to compute such amount as set forth therein). Grantee will be deemed to have accepted such calculation unless it contests it (or requests further information or justification) in writing within ten (10) business days. In the event of dispute that the Company and Grantee are unable to resolve by discussion, then each will present their rationale to an independent, third-party accountant whose decision after considering such rationale will be binding on the parties. Grantee's three hundred sixty (360)-day period to close will be tolled during the pendency of any dispute. Subject to the prior consent of all lenders necessary so that such assumption does not violate any of the Project loan documents ("**Required Consent**"), Grantee may pay all or a portion of the

Refusal Purchase Price by assuming the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the Required Consent.

7. Grant of Option to Purchase. The Company hereby grants to Grantee an option (the "**Purchase Option**") to purchase the Project for a period of sixty (60) months ("**Purchase Option Period**") commencing upon the expiration of the Compliance Period, on and subject to the terms and conditions specified herein.
8. Purchase Option Purchase Price. The purchase price for the Project pursuant to the Purchase Option ("**Purchase Option Price**") will be equal to the fair market value of the Project, subject to the rent restrictions as further set forth below. Upon receipt of an Option Notice (defined below), the Company and the Grantee will exercise their best efforts in good faith to agree on the purchase price for the Project. If the parties fail to agree, then the purchase price for the Project will be determined by appraisal conducted by an experienced appraiser selected by Grantee, using the income capitalization method of valuation, and assuming that the rent restrictions and any other restrictive covenants in effect during the Compliance Period will remain in effect in perpetuity. Notwithstanding the foregoing, if prior to exercise of the Purchase Option, Section 42 of the Code has been amended, or the IRS has issued guidance, which may include a revenue ruling or the IRS has provided a private letter ruling to the Company, or tax counsel to the Company has issued an opinion letter concluding that property of the nature and use of the Property may be sold pursuant to an option at the price determined under Section 42(i)(7) of the Code or some other price that is less than fair market value without limiting tax credits or deductions that would otherwise be available to the investor, then the Purchase Option Price shall be such price.
9. Exercise of Option. In the event that Grantee elects to exercise the Purchase Option, it will give the Company written notice thereof (the "**Option Notice**") and will specify a date for delivery of the deed not more than three hundred sixty (360) days after the Grantee's delivery of the Option Notice. Subject to the prior consent of the relevant lenders, the Grantee may pay all or a portion of the Purchase Option Price by assuming the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the Required Consent.
10. Alternative Purchase of Company Interests. In addition to the foregoing, the Grantee may, at its election, in lieu of a direct acquisition of the Project pursuant to the Refusal Right or the Purchase Option, acquire the interests (but not less than all of such interests) of the member(s) in the Company (such interests, the "**Company Interests**"). The Grantee and the member(s) of the Company will exercise their best efforts in good faith to agree on the purchase price for the Company Interests, which will reflect the agreed-upon fair market value of the Company Interests. If the parties fail to agree, the fair market value of the Company Interests will be determined by appraisal, which appraisal will take into account the value of the Project appraised as low-income housing using the income capitalization method of valuation, and assuming that the rent restrictions and any other restrictive covenants in effect during the Compliance Period will remain in effect in perpetuity, and any discounts customarily applied to similar types of member interests, with any such appraisal to be made by an experienced appraiser selected by Grantee.
11. Assignment. (i) Grantee may assign its Refusal Right under this Agreement to any of the following provided such assignee then qualifies as an organization described in Section 42(i)(7)(A) of the Code and agrees to maintain the Project as low- and moderate-income housing: (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project, or (ii) Grantee may assign its Purchase Option under this Agreement to an assignee that agrees to maintain the Project as low-and moderate-income housing (each such permitted assignee under clause

(i) and (ii), a “*Permitted Assignee*”). Prior to any assignment or proposed assignment of its rights hereunder, Grantee will give written notice thereof to the Company. Upon any permitted assignment hereunder, references in this Agreement to Grantee will mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of rights hereunder will be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of the obligations of Grantee under this Agreement and copies of such written agreement are delivered to the Company. Except as specifically permitted herein, Grantee’s rights hereunder will not be assignable.

12. Governing Law. This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia in order to effectuate the purposes of this Agreement.
13. Covenants to Run with the Land. The covenants and agreements set forth herein will be revised as required so that they may be recorded against and run with title to the Project and the underlying land. The covenants and agreements set forth herein will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.
14. Counterparts. This Agreement may be executed in separate counterparts or counterpart signature pages, which together will constitute a single agreement. Except as may be otherwise required to record this Agreement, PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.
15. Headings. This Agreement’s headings are for convenience of reference and are not intended to qualify the meaning of any provision or covenants herein.
16. Recitals. The Recitals to this Agreement are hereby incorporated by this reference and made part of this Agreement.
17. Miscellaneous.
  - 17.1. The Company and Grantee each represent and warrant that neither has had or will have any dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated hereby. As between the parties, each party hereto will be solely responsible for paying any compensation, commissions or charges which may be claimed by any broker, finder or similar party claiming to have worked with such party in connection with the negotiation of this Agreement and/or the consummation of the transactions contemplated hereby.
  - 17.2. The rights and obligations of the Company and Grantee under this Agreement will inure to the benefit of and bind their respective successors and assigns. This Agreement constitutes the entire agreement by and among the Company and Grantee with respect to the subject matter hereof, and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the Company and Grantee.
  - 17.3. The Company and Grantee will subordinate this Agreement to the lien of any deed of trust necessary to develop the Project.
  - 17.4. In no event will the Refusal Right, Purchase Option, or the right to purchase the Company Interests or a sale after a purchase pursuant to such Refusal Right, Purchase Option, or

right to purchase the Company Interests be exercised so as to restrict ownership, use or occupancy of the Project because of race, creed, color, sex, religion, or national origin or any other basis prohibited by law.

17.5. The term of this Agreement will be ninety (90) years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof.

17.6. If the Company and Grantee agree to convey the Project hereunder by a lease, then where the context so requires, references to a "sale" and delivery of a "deed" will mean conveyances by lease and delivery of any necessary lease documents.

18. Notices. Any notice required to be delivered hereunder will be in writing and will be delivered by hand or sent by certified mail, postage prepaid and return receipt requested, or sent by a nationally recognized overnight delivery service which provides a receipt for delivery, addressed as set forth below (or to such other address as either party may from time to time designate by written notice to that effect):

If to the Company:       c/o Community Housing, Inc.  
8403 Colesville Road, Suite 1150  
Silver Spring, MD 20910  
Attention: Christopher LoPiano

If to Grantee:           Community Housing, Inc  
8403 Colesville Road, Suite 1150  
Silver Spring, MD 20910  
Attention: Christopher LoPiano

Any notice given hereunder will be deemed given on receipt by the party to whom such notice was sent in accordance herewith, as evidenced by the receipt for delivery provided by the postal service or applicable overnight delivery service.

*[remainder of page intentionally blank]*  
*[signatures on following pages]*

The parties have duly executed this Right of First Refusal and Purchase Option Agreement by their duly authorized signatories effective as of the date written on the initial page hereof.

**GRANTEE:**

**COMMUNITY HOUSING INC.,**  
a Maryland nonstock corporation

By:   
Christopher LoPiano  
Its: Senior Vice President

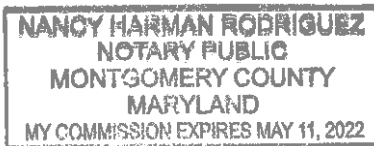
STATE/COMMONWEALTH OF Maryland )  
: )  
COUNTY OF Montgomery )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christopher LoPiano, whose name as Senior Vice President of the Community Housing Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 17 day of March 2021.

  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]



My Commission Expires: 5/11/22



## EXHIBIT A

### Property Description

#### Parcel I:

All that certain lot or parcel of land, known and designated as No. 1228 (formerly 108) E Brookland Park Boulevard, lying and being in the City of Richmond, Virginia, and bounded and described as follows:

Beginning at a point on the north line of Brookland Park Boulevard (formerly Brookland Avenue) distance 134 feet west of the northwesterly intersection of Second Avenue and Brookland Park Boulevard; thence running westwardly along and fronting on the northern line of Brookland Park Boulevard thirty (30) feet thence extending back northwardly from said front and between parallel lines the distance of eighty-five (85) feet, seven (7) inches, more or less, to a partition fence.

#### Parcel II:

All that certain lot piece or parcel of land, known and designated as No. 1226, East Brookland Park Boulevard, lying and being in the City of Richmond, Virginia, and bounded as follows:

Beginning at a point on the northern line of Brookland Park Boulevard four hundred seventy-five feet and ten inches (475' 10") more or less, eastwardly from the eastern line of Woodcliff Avenue; and from said point of beginning running eastwardly along and fronting on the said northern line of Brookland Park Boulevard a distance of sixty (60) feet more or less; thence running back northwardly between parallel lines from said front one hundred thirty five feet (135'), more or less, to the southern line of Newberry Avenue on which it has a like front of sixty feet (60') more or less. This property is also known as Lots 131, 132, 215 and 216, Plan of Highland Terrace, which plat is duly recorded In Plat Book 8, page 96 of the Clerk's Office of Henrico County, Virginia, less a strip having a width of seven feet (7') on the western line as set out in drawing No. 11100 in the Office of the Director of Public Works dated July 6, 1921, which was conveyed to the City of Richmond by deed from F. H. Nesbitt and others dated February 2, 1924 and recorded March 6, 1924 in the Clerk's Office of the Chancery Court of the City of Richmond, Virginia, in Deed Book 301-D, Page 459.

#### Parcel III:

All that parcel of land in the City of Richmond, Virginia on the northern line of Brookland Park Boulevard between Woodcliff Avenue and Meadow Bridge Road, and bounded as follows:

Beginning on the northern line of Brookland Park Boulevard at a point distant thereon three hundred and fifty five feet ten inches (355' 10"), more or less, eastwardly from the eastern line of Woodcliff Avenue, and front said point of beginning running eastwardly along and fronting on the northern line of Brookland Park Boulevard one hundred and twenty feet (120') and from said front extending back northwardly between parallel lines one hundred and thirty-three feet (133') more or less, to the southern line of Newbury Avenue, on which it has a like front of one hundred and twenty feet (120').

Less and Except a strip of land about seven feet (7') wide, conveyed to the City of Richmond by the Trustees of Mizpah Presbyterian Church for a widening of Brookland Park Boulevard, by deed dated July 5, 1922, recorded July 24, 1922, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, in Deed Book 283-A, page 180. Being part of the property conveyed to Fresh Anointing Cathedral, Inc. a/k/a Fresh Anointing Cathedral, a Virginia Nonstock Corporation by Deed from Word of Living Ministries dated March 31, 2008, recorded April 1, 2008, in Instrument No. o80008748 in the Clerk's Office of the

Circuit Court of Richmond City, Virginia. As corrected by a Deed of Correction dated February 19, 2015, recorded immediately prior hereto.

Parcel IV:

ALL THAT CERTAIN LOT OR PARCEL OF LAND, KNOWN AND DESIGNATED AS NO. 1218 E. BROOKLAND PARK BOULEVARD, LYING AND BEING IN THE CITY OF RICHMOND, VIRGINIA. CONSISTING OF LOTS 137, 138, 221 & 222 PLAN OF HIGHLAND TERRACE (RECORDED IN P.B. 8, PG. 96 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT, HENRICO COUNTY) AND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN UNMARKED CORNER AT THE INTERSECTION OF THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD (FORMERLY BROOKLAND AVENUE) AND THE WEST LINE OF MEADOW BRIDGE ROAD; THENCE, ALONG THE NORTHERN LINE OF E. BROOKLAND PARK BOULEVARD N 82°54'41" W 341.66' TO A FOUND BRICK NAIL, SAID BRICK NAIL BEING THE TRUE POINT AND PLACE OF BEGINNING:

1. THENCE, FROM THE TRUE POINT AND PLACE OF BEGINNING AND CONTINUING ALONG THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD, N 82 ° 54'41", W 59.82' TO A BRICK NAIL SET IN A SHORT CONCRETE WALL (SAID BRICK NAIL BEING REFERENCED TO A FOUND MONUMENT BEARING N 82°54'41" W 296.62' AND LYING AT THE INTERSECTION OF THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD AND THE EAST LINE OF WOODCLIFF AVENUE);
2. THENCE, FROM THE SAID BRICK NAIL AND LEAVING THE NORTH LINE OF E. BROOKLAND PARK BOULEVARD N 06 °55'27" E 133.13' TO A FOUND PIPE, SAID PIPE BEING IN THE SOUTH LINE OF NEWBURY AVENUE (SAID ROD BEING REFERENCED TO A FOUND MONUMENT BEARING N 82 ° 50'11" W 304.89' AND LYING AT THE INTERSECTION OF THE SOUTH LINE OF NEWBURY AVENUE AND THE EAST LINE OF WOODCLIFF AVENUE);
3. THENCE, ALONG THE SOUTH LINE OF NEWBURY AVENUE S N 82 ° 50'11" E 59.82' TO A FOUND ROD;
4. THENCE, LEAVING THE SOUTH LINE OF NEWBURY AVENUE S 06 ° 55'27" W 133.05' TO A FOUND BRICK NAIL, SAID BRICK NAIL BEING THE TRUE POINT AND PLACE OF BEGINNING, AND HAVING AN AREA OF 0.183 ACRE ( 7,962 SQUARE FEET) OF LAND, MORE OR LESS.





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Internet Safety Plan and  
Resident Information  
Form

# Agreement

**1. Agreement.** This Agreement (the “Agreement”) is entered into as of \_\_\_\_\_, 2021 (the “Effective Date”) and is made by and between Comcast Cable Communications Management, LLC (“Comcast”) and **Nehemiah Ventures LLC** (“Sponsor”) and sets forth the terms and conditions under which Comcast, or its operating Affiliate, will provide Service to certain people that (i) provide Comcast with a unique identifier described in Section 3 below and (ii) Comcast has verified and approved.

## 2. Definitions:

“Affiliate”: means an entity that controls, is controlled by, or is under common control with a party.

“Comcast Equipment”: means any and all facilities, equipment, or devices provided by Comcast or its agents used to deliver the Service, including, but not limited to, cable modems and wiring.

“Comcast Subscriber”: means any School End User that (i) Comcast has verified and approved under the terms of this Agreement; (ii) agrees to the terms and conditions required by Comcast to receive Service; and (iii) is receiving Service at the Service Location.

“Comcast Subscriber Information”: means any Personally Identifiable Information collected after a School End User becomes a Comcast Subscriber”.

“Education Records”: means records that are (i) directly related to a student and (ii) maintained by an educational agency or institution or by a party acting for the agency or institution.

“Sponsor End User Application”: means a Sponsor End User’s application (that contains the unique identifier described in Section 3 below) for the Service that has been approved by Comcast, in its sole discretion.

“Personally Identifiable Information” means: (i) name; (ii) mailing and email address; (iii) personal identifier, such as social security number, student number, or biometric record; (iv) other indirect identifiers, such as date of birth, place of birth, and mother’s maiden name; (v) other information that, alone or in combination, is linked or linkable to an individual that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the individual with reasonable certainty; or (vi) information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

“Promotional Period”: means that 60-day period, commencing on the Service Commencement Date, for which Sponsor will not be charged the monthly service fee for the Service.

“Sponsor End User”: means each family that (i) Sponsor provides with a unique identifier described in Section 3, and (ii) has one or more children residing in the household that are enrolled as a student with Sponsor for the 2020-2021 school year.

“Sponsor Information”: means the Personally Identifiable Information of a student or the student’s parent or other family member that is (i) contained in the student’s Education Records and (ii) provided by Sponsor to Comcast in connection with this Agreement.

“Service”: means XFINITY® Internet Essentials service with download speeds of up to 25.0 Mbps and upload speeds of up to 3.0 Mbps.

“Service Commencement Date”: means the date when the End User installs the Comcast Equipment and Comcast makes the Service available for use by each End User(s).

“Service Location(s)”: means the individual End User(s) residential location(s) to which the Service will be provided by Comcast.

### 3. Delivery of the Service.

**3.1 Codes.** Comcast will provide Sponsor with the number of promotional codes (“Codes”) requested by Sponsor and each Code will be unique and one-time use only. Sponsor End Users who receive a Code from Sponsor should either visit [www.InternetEssentials.com](http://www.InternetEssentials.com) or call 1-855-8 INTERNET to apply for the Service. If a Sponsor End User provides Comcast with a Code that Comcast provided to Sponsor, is eligible for Internet Essentials, and agrees to the terms and conditions required by Comcast to receive Service, such Sponsor End User shall become a Comcast Subscriber and Comcast will work with the Comcast Subscriber to get the Service to the Service Location. Comcast will invoice Sponsor for the Comcast Subscribers covered by this Agreement in accordance with Section 4 below. [If the End User already subscribes to the Service, payment obligations for the account will be transferred to the Sponsor for the duration of the Agreement.]

**3.2 Additional Fees.** Comcast reserves the rights to bill the Comcast Subscriber for any additional fees and charges incurred as a result of the Service that are not specifically set forth in Section 4 of this Agreement, including, but not limited to charges for other Xfinity services, data overage fees, home drop off and installation fees.

### 4. Billing and Payment.

**4.1 Payment.** Comcast will invoice Sponsor on a monthly basis for all charges and fees arising under this Agreement. Except for the Promotional Period where new Comcast Subscribers who have a School End User Application approved by Comcast on or before December 31, 2020 to receive the first two months of Service free, Sponsor shall pay Comcast a monthly recurring charge of \$9.95 per month (plus applicable taxes, fees and surcharges) for each Comcast Subscriber(s) that receives Service commencing on the Service Commencement Date. Sponsor shall be billed each month based upon the actual number of Comcast Subscribers, as determined by Comcast prior to the upcoming invoice cycle. Sponsor agrees to pay all undisputed charges and fees within thirty (30) days of the invoice date. Any such undisputed amounts not paid to Comcast within such period will be considered past due.

**4.2 Taxes and Fees.** Except for taxes based on Comcast’s net income, pursuant to this Agreement, Sponsor shall be responsible for the payment and reimbursement to Comcast for of any and all applicable federal, state and local taxes, fees or assessments (however designated) levied upon the sale, installation, use or provision of the Service to the Comcast Subscriber.

**4.3 Disputed Invoices.** In the event Sponsor disputes charges and fees for the Service, Sponsor must pay the undisputed portion of the invoice and submit a claim for the disputed amount. All claims with respect to withheld amounts must be submitted to Comcast by calling Comcast’s National Accounts Billing Support at 866-511-6489. Comcast will make commercially reasonable efforts to address the disputed charges and fees within sixty (60) days.

**4.4 Past-Due Amounts.** Comcast reserves the right to charge interest at a rate of one and a half percent (1.5%) per month, or the highest rate allowed by law, whichever is less (prorated on a daily basis beginning on the past-due date) for the unpaid balance of any past due invoice that is not reasonably disputed in the manner set forth in this Agreement. Comcast’s acceptance of partial payment shall not constitute a waiver of Comcast’s right to collect the full balance owing, and, Comcast reserves the right to determine the manner in which partial payments are applied. Sponsor agrees to pay all reasonable costs of collection incurred by Comcast as a result of Sponsor’s failure to pay undisputed amounts due under this Agreement.

**5. Term.** 5. Term. This Agreement shall become effective on the Effective Date. The term of this Agreement shall commence on the Effective Date and **continue through** (the “Term” end date), unless earlier terminated in accordance with the terms set forth herein. [Sponsor] hereby agrees to pay the Service Fees (as defined in Section 4 hereof) for each End User who receives Service prior to the expiration of the Term **for a period that begins on** the Service Commencement Date **and ends when the End User is no longer part of the [sponsor].**

**6. Default by Sponsor.** If Sponsor is in breach of a payment obligation (including failure to pay a required deposit)

## Agreement

and fails to make payment in full within ten (10) days after receipt of a second written notice, Comcast may, at its sole discretion, terminate this Agreement, terminate or suspend Service to Comcast Subscriber(s), and/or require a deposit, advance payment, or other satisfactory assurances as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Sponsor's nonpayment of a charge subject to a timely dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. This Agreement may be immediately terminated by either Party, upon written notice, if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

### 7. Termination.

**7.1 Termination of a Service to Comcast Subscriber (s) for Cause.** If a Comcast Subscriber (s) breaches Comcast's Agreement for Residential Services, which can be accessed at <https://www.xfinity.com/corporate/customers/policies/subscriberagreement> or its Acceptable Use Policy, which can be accessed at <https://www.xfinity.com/corporate/customers/policies/highspeedinternetaup>, as determined by Comcast, at its sole discretion, Comcast may, at its sole discretion, either suspend or terminate Service to the applicable Service Location(s) and shall provide Sponsor with notice of such termination.

**7.2 Regulatory and Legal Changes.** Notwithstanding any contrary provision of this Agreement, if Comcast's authority to provide Service to a Service Location(s) is terminated, cancelled, or expires, Comcast may terminate this Agreement or the affected Comcast Subscriber's Service.

### 8. Limitation of Liability.

**8.1** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COMCAST DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMCAST DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES WILL MEET SPONSOR'S REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

**8.2** EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY AS SET FORTH IN SECTION 9.1, OR BREACH OF THE PROVISIONS OF SECTIONS 9.3, 9.4, 9.5, 9.6 AND 9.9, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR LOST REVENUES) ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 9. Confidential Information.

**9.1 Disclosure Use and Exceptions.** "Confidential Information" means any non-public information regarding a party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential," or which should be reasonably known by the receiving party as proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include this Agreement, proposals, price quotes, rate information, discount information and invoices and Comcast Personal Information, as defined below. All Confidential Information and Comcast Personal Information as defined herein disclosed by either party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, agents and volunteers who agree to keep the Confidential Information confidential and who have a need to know for the purpose of performing this Agreement, installing the Comcast Equipment, using the Services, and rendering the Services (provided that the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (ii) as otherwise authorized by this Agreement. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case will the degree of care be less than

reasonable care. Notwithstanding the foregoing, and except for Comcast Personal Information, each party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a preexisting restriction as to disclosure; (ii) becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation, provided that in the event the receiving party is required to disclose the Confidential Information of the disclosing party, the receiving party shall notify the disclosing party in advance unless prohibited from doing so by law.

**9.2 Remedies.** Notwithstanding anything to the contrary in this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests pursuant to this section, including, but not limited to, preliminary and permanent injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the parties with respect to breaches of the duties imposed by this section.

**9.3 Survival of Confidentiality Obligations.** Except for Sponsor's obligations with respect to Comcast Personal Information as set forth in Section 9.9 below, which survive termination of this Agreement indefinitely, the obligations set forth in this section shall survive the expiration or termination of this Agreement for a period of two (2) years.

**9.4 End User Privacy.** To enable Sponsor's payment obligations hereunder, and so that Sponsor is able to verify Sponsor End Users eligible for Sponsorship, the Parties may disclose the Personally Identifiable Information of Sponsor End Users to each other, with the Sponsor End User's consent. Neither party may sell, retain, use, or disclose such Personally Identifiable Information for any purpose other than for the specific purposes set forth in this Agreement. For the purposes of this Agreement "Sell" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Personally Identifiable Information by one entity to another for monetary or other valuable consideration.

**9.5 Sponsor Information.** Comcast shall comply with all federal, state, and local laws that are expressly applicable to the privacy, and security of Sponsor Information, including but not limited to the requirements of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations (34 C.F.R. part 99), the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, et seq.), the Protection of Pupil Rights Amendment, (PPRA) 20 U.S.C. § 1232(h) and its implementing regulations (34 C.F.R. § 98.1 et seq.), Pub. L. 104-191, and its implementing regulations (45 CFR part 160 and 164), and the Individuals with Disabilities Education Act, and its implementing regulations (34 C.F.R. §§ 300.610 - 300.626 and 34 C.F.R. §§ 303.400 – 303.417). Neither Comcast nor any of its employees, agents or affiliates, or subcontractors shall: (i) engage in targeted marketed advertising using Sponsor Information; (ii) use Sponsor Information to amass a profile about a Sponsor End User, except in connection with Comcast's performance of its obligations under this Agreement; (iii) or publish any report, data, or research findings that are based on Sponsor Information or that otherwise expressly identifies the Sponsor, without prior review and approval from the Sponsor, unless otherwise required by law.

**9.6 Comcast Subscriber Information.** The parties acknowledge and agree that in order to access and use the Services, an adult 18 years or older must agree to the Terms. The Service will be provided to Comcast Subscribers in their residence and will enable all members of the household to access the Internet during the term of their subscription. Accordingly, any information, including Personally Identifiable Information, provided by Sponsor End User directly to Comcast in the course of applying for or using the Services shall be treated as Comcast Subscriber Information. Comcast shall treat all Comcast Subscriber Information in accordance with its terms of use, privacy policy, and all laws applicable to Comcast. For purposes of clarity, the parties acknowledge and agree that Comcast Subscriber Information is not an Educational Record, as that term is defined under FERPA, and is not subject to the restrictions in Section 9.5.

**9.7 De-identified Information.** Comcast may collect and use aggregated de-identified Sponsor Information to provide the deliverables, products, and/or services set forth in this Agreement, for the Sponsor's lawful quality assurance, and for no other purpose; provided, however, that all direct and indirect personal identifiers are

## Agreement

permanently removed and there is no reasonable basis to believe that the remaining information in the records can be used to successfully link the de-identified information to an identifiable individual or the school or district.

**9.8 Waiver of Liability.** The parties acknowledge and agree that Comcast's obligations under this Agreement are limited to the "Services. Websites, webpages, and mobile apps accessed by Comcast Subscribers may collect Personally Identifiable Information. Comcast has no control over and shall have no liability for the collection use or disclosure of Personally Identifiable Information by any website, web page or other content not owned or controlled by Comcast.

**9.9 Security.** Sponsor shall employ commercially reasonable physical, administrative, and technical security controls appropriately tailored to the nature and scope of its activities and the sensitivity of the underlying data which shall in no instance be less protective than those used by Sponsor to secure its own confidential and proprietary information of a like kind and in all instances will conform to industry standards and any applicable legal requirements and regulatory guidance. Sponsor must maintain a plan for appropriate security incident management and response that complies with the terms of this Agreement to cover, at a minimum, the following: (i) unauthorized access, acquisition, disposition use of Comcast Subscriber Information, (ii) other loss or misuse of such information or (iii) discovery malware posing a significant threat to such information or any operations necessary to perform under this Agreement (each, a "Security Incident"). Sponsor must provide notification via electronic mail to SecurityFusionCenter@comcast.com of a Security Incident as soon as practicable after, but not later than, twenty-four (24) hours, following awareness of a Security Incident. For any Security Incident, Sponsor must provide regular updates to SecurityFusionCenter@comcast.com or, if directed by Comcast, to a security point of contact specifically designated by Comcast for the Security Incident and shall cooperate with Comcast or its regulators in its efforts to investigate the same. Comcast shall exclusively control the provision and content of any notices to Comcast Subscribers or applicable entities with respect to any Security Incident involving Comcast Subscriber Information.

**9.10 Retention, Return or Destruction of Personal Information.** Sponsor shall not retain Comcast Subscriber Information for a period longer than 90 days from receipt unless required to do otherwise by applicable law or legal obligation. Upon expiration or termination of this Agreement, or at Comcast's request, Sponsor will return all Comcast Subscriber Information to Comcast or, at Comcast's request, securely destroy all Comcast Subscriber Information and provide within ten (10) days of Comcast's request, a written attestation signed by an officer of the Sponsor, attesting that all Comcast Subscriber Information in all formats, including without limitation, paper, electronic and disk form, have been returned or securely destroyed, provided however, that foregoing obligation shall not extend to backup or archival copies of Personal Information that Sponsor generates in the ordinary course of business. Sponsor shall not process or use backed-up or archived Comcast Subscriber Information for any purpose other than to store it, and Sponsor will continue to apply security controls consistent with this Agreement to such Comcast Subscriber Information for the duration of its storage.

**9.11 Sponsor Relationships.** Sponsor must require all of its subcontractors with access to Confidential Information to comply in writing with security obligations substantially similar to this Agreement and shall provide written attestation or other evidence that affirms such compliance to Comcast promptly upon request. Sponsor shall conduct periodic reviews of such subcontractors' security controls to confirm that such controls are in compliance with this Agreement. In the event Sponsor identifies deficiencies in any such subcontractor's security controls, Sponsor shall maintain a report of such findings and ensure that such deficiencies are remediated within reasonable timeframes, commensurate with their severity.

## 10. Miscellaneous Terms.

**10.1 Force Majeure.** Neither party nor its affiliates, subsidiaries, or contractors shall be liable to the other party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, or other causes beyond the party's reasonable control, except that Sponsor's obligation to pay for Services during a force majeure condition shall not be excused.

**10.2 Assignment or Transfer.** Neither party may assign this Agreement in whole or in part, or delegate any of its

duties or obligations thereunder, without the prior written consent of the other party, except that without such consent (i) either party may assign this Agreement to a successor (by purchase, merger, operation of law, or otherwise) to all or substantially all of its business; and (ii) either party may assign this Agreement to an Affiliate, provided such entity agrees in writing to be bound by the terms hereof. Any purported assignment in contravention of this section shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of any permitted successors or assigns. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform the Services.

**10.3 Publicity.** This Agreement provides no right for Sponsor to use Comcast's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to Comcast in any marketing, promotional, or advertising materials or activities. Sponsor shall not issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Sponsor, except as permitted by this Agreement or otherwise consented to in writing by Comcast. Sponsor agrees that Comcast can use Sponsor's trademarks, service marks or trade names in Comcast's marketing, promotional, or advertising materials or activities, unless Sponsor notifies Comcast that Sponsor objects to such use in writing. If Comcast is notified of Sponsor's objection to a specific use of its trademarks, then Comcast agrees to cease the use within five (5) business days.

**10.4 Notices.** All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested. If notices are sent to the Sponsor, they shall be sent to [REDACTED], Attn: [REDACTED]. If notices are sent to Comcast, they shall be sent to One Comcast Center, Philadelphia, PA 19103 Attn: General Counsel.

**10.5 Entire Understanding.** This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. This Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Service or the parties' rights or obligations relating to the Service.

**10.6 Construction.** In the event that any portion of this Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

**10.7 Survival.** The rights and obligations of either party that by their nature would continue beyond the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

**10.8 Governing Law and Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

**10.9 No Third Party Beneficiaries.** This Agreement does not expressly or implicitly provide any third party (including Sponsor End User(s)/Comcast Subscriber(s)) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

**10.10 No Waiver; Etc.** No failure by either party to enforce any rights hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

**10.11 Compliance with Laws.** Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement and related activities performed in connection with this Agreement, including without limitation, the CAN SPAM Act, Telephone Consumer Protection Act, Telemarketing Sales Rule, and the implementing rules and orders of the Federal Communications Commission.

# Agreement

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement as of the date first set forth above.

**Comcast**

**Sponsor  
Nehemiah Ventures, LLC**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:



Dear [Name]:

We know that many families depend on the Internet, whether at school or at home, so they can do homework, search for jobs, access financial or government services, and much more.

That is why we are excited to let you know that we'd like to sponsor your monthly recurring service charge for Internet Essentials for up to [#] months, if you are eligible and are approved. You can check if you qualify by applying at [InternetEssentials.com](https://InternetEssentials.com) – be sure to use the promo code below when you apply.

**Features of Internet Essentials include:**

- High-speed Internet service (50/3 Mbps) for \$9.95 + tax per month (Paid by Owner)
  - No term contract
  - No credit check
  - Free self-install kit
- The option to purchase an Internet ready computer for just \$149.99 + tax
- Free online digital training classes and access to the Internet Essentials online Learning Center

**Apply today at [InternetEssentials.com](https://InternetEssentials.com) using your computer or mobile device.  
Solicítelo hoy en [es.InternetEssentials.com](https://es.InternetEssentials.com) usando tu computadora o dispositivo móvil.**

**Promo Code**

This code below must be entered during the application process.  
Este código debe ingresarse durante el proceso de solicitud.  
Please select "[Name of Sponsor]" when prompted.

**[code]**

**Important Reminders:**

- You must qualify for Internet Essentials service to be eligible for this sponsorship.
- The promo code must be entered on the application in order to receive the sponsored service.
- **Within the application, select that you have a child attending school and type in the name of your child's school when prompted under the National School Lunch Program.**
- Comcast requires applicants to verify their identity when opening a new account with us. We offer several verification options to make the process as easy and seamless as possible. You shouldn't worry if you don't have a Social Security number or if you feel uncomfortable providing it as we have other options to verify identity including through SMS text messaging on your mobile phone. We also accept over 30 different documents, including a number of international documents. Please visit [InternetEssentials.com/get-help](https://InternetEssentials.com/get-help) for a full list. The application will walk you through the options and next steps.
- Applying online is recommended. However, if you run into issues please call the Internet Essentials Partnership Program (IEPP) support team (844-963-0178) available 9am-8pm EST daily.

**If you've already signed up for Internet Essentials for the COVID-19 2 Month Free Promo, please let us know if you would like to receive the sponsored service described above.** You will need to call the dedicated Internet Essentials Partnership Program support team 844-963-0178 to moved over to IEPP and will need to reference your promo code above, when speaking with an agent.

You can contact [name] at [number] or [email] if you have questions.

Sincerely,

Offer ends and must be redeemed by [Date]. Restrictions apply. Not available in all areas. Limited to new Internet Essentials residential customers approved for Internet Essentials by [Date]. Must provide the promo code when applying through the above website or telephone number. Code good for 1 time use only and may not be transferred or assigned. Code has no cash value and may not be redeemed for cash. Limit of up to [X] months Internet Essentials service. Subject to Internet Essentials program terms and conditions. After [X] months, regular rates apply. Comcast's service charge is \$9.95/mo (subject to change). Equipment, installation, home drop off, taxes, and other applicable charges and fees extra and subject to change. May not be combined with other offers. All devices must be returned when service ends. Not responsible for lost/stolen codes. Call 1-855-846-8376 for restrictions and complete details. © 2020 Comcast. All rights reserved.

Estimado(a) [Name]:

Sabemos que muchas familias dependen del Internet, tanto en la escuela como en casa, para hacer la tarea escolar, buscar trabajo, tener acceso a servicios financieros o gubernamentales y mucho más.

Por eso estamos encantados de informarle de que nos gustaría patrocinar su cargo regular mensual de servicio recurrente para que reciba Internet Essentials gratis por hasta [#] meses, si es elegible y se le aprueba. Puede ver si califica solicitándolo en [es.InternetEssentials.com](http://es.InternetEssentials.com). Al solicitar, asegúrese de usar el código promocional que aparece al reverso.

### Las características de Internet Essentials incluyen:

Servicio de Internet de alta velocidad (50/5 Mbps) por \$9.95 + impuestos al mes. Pagado por el propietario

- Sin contrato de plazo fijo
- Sin revisión de crédito
- Paquete de Autoinstalación gratis
- La opción a comprar una computadora preparada para Internet por solo \$149.99 + impuestos.
- Clases gratis sobre el uso del Internet en línea y acceso al Centro de aprendizaje de Internet Essentials en línea.

### Recordatorios importantes:

- Usted debe calificar para el servicio de Internet Essentials para ser elegible para este patrocinio.
- El código promocional debe ingresarse en la solicitud para recibir el servicio patrocinado.
- En la solicitud, seleccione que tiene un niño que asiste a la escuela y ponga el nombre de la escuela de su niño cuando se le pida bajo el Programa Nacional de Almuerzos Escolares (SNAP).
- Comcast requiere que los solicitantes verifiquen su identidad al abrir una cuenta nueva con nosotros. Ofrecemos varias opciones de verificación para hacer que el proceso sea tan fácil y sin complicaciones como sea posible. No debería preocuparse si no tiene número del Seguro Social o si no se siente cómodo proporcionándolo ya que tenemos otras opciones para verificar su identidad, incluso a través de mensajes de texto SMS en su teléfono celular (SMS disponible solo en inglés). También aceptamos más de 30 documentos diferentes, incluyendo un número de documentos internacionales. Visite [es.InternetEssentials.com/get-help](http://es.InternetEssentials.com/get-help) para ver una lista completa. La solicitud lo guiará a través de las opciones y los pasos siguientes.
- Se recomienda solicitar en línea. Sin embargo, si tiene algún problema, llame al equipo de apoyo para el Programa de Colaboración de Internet Essentials (844-963-0178) disponible a diario, de 9am a 8pm EST.

**Si ya se suscribió a Internet Essentials para la promoción de 2 meses gratis por el COVID-19, díganos si le gustaría recibir el servicio patrocinado descrito más arriba.** Necesitará llamar al equipo de apoyo del Programa de Cooperación de Internet Essentials al 844-963-0178 para moverlo a ese programa, y necesitará mencionar su código promocional que aparece al reverso al hablar con un agente.

Si tiene alguna pregunta, puede comunicarse con [name] al [number] o [email].

Atentamente,

La oferta termina y debe canjearse antes de [Date]. Se aplican restricciones. No está disponible en todas las áreas. Se limita a clientes residenciales nuevos de Internet Essentials aprobados para Internet Essentials antes de [Date]. Se debe proporcionar el código de promoción al aplicar a través del sitio web o el número de teléfono mencionado arriba. El código es válido para 1 solo uso y no se puede transferir ni asignar. El código no tiene valor en efectivo y no puede canjearse por dinero en efectivo. Se limita a hasta [X] meses de servicio de Internet Essentials. Sujeto a los términos y condiciones del programa de Internet Essentials. Después de [X] meses, se aplican las tarifas regulares. El cargo por servicio de Comcast es \$9.95 (sujeto a cambios). Los cargos por equipo, instalación, entrega a domicilio, impuestos y otros cargos y tarifas aplicables son adicionales y están sujetos a cambios. No se puede combinar con otras ofertas. Todos los equipos se deben devolver cuando se termine el servicio. No somos responsables de los códigos perdidos o que hayan sido robados. Llame al 1-855-765-6995 para obtener las restricciones y detalles completos. © 2020 Comcast. Derechos Reservados.

Offer ends and must be redeemed by [Date]. Restrictions apply. Not available in all areas. Limited to new Internet Essentials residential customers approved for Internet Essentials by [Date]. Must provide the promo code when applying through the above website or telephone number. Code good for 1 time use only and may not be transferred or assigned. Code has no cash value and may not be redeemed for cash. Limit of up to [X] months Internet Essentials service. Subject to Internet Essentials program terms and conditions. After [X] months, regular rates apply. Comcast's service charge is \$9.95/mo (subject to change). Equipment, installation, home drop off, taxes, and other applicable charges and fees extra and subject to change. May not be combined with other offers. All devices must be returned when service ends. Not responsible for lost/stolen codes. Call 1-855-846-8376 for restrictions and complete details. © 2020 Comcast. All rights reserved.



**Estimate Only**

DATE: 3/16/2021

Sponsor: Nehemiah Venetures LLC /Enterprise Residential

Sponsor Contact: MarioWells

Please remit payment To: Comcast Cable Communication Management, LLC

Based on the estimated quantities provided by Enterprise Community Development, Inc, Comcast offers the below quote to provide Internet services to eligible families in Comcast serviceable communities as part of Internet Essentials Partnership Program. This quote expires in 30 days.

Estimated Qty	Comcast Service Tier	Price	Months	Estimated Cost
66	Internet Essentials	\$9.95+ includes wireless gateway	12	\$7,880.40

*\*Estimated qty provided by [sponsor]66x\$9.95=\$656.70 x 12 months = \$7,880.40  
+Price shown does not include applicable taxes and regulatory fees.*

**Internet Essentials Eligibility**

- Internet Essentials is available to low-income households participating in the National School Lunch Program, receiving housing assistance, or other public assistance including Medicaid, SNAP, SSI and others.
- Live in an area where Comcast Internet service is available.
- Have not subscribed to Comcast Internet within the last 90 days.

Sincerely,





DRAFT LETTER – Broadband WiFi Introduction

DATE

Name

Address

City, State, Zip

**RE: Broadband WiFi Introduction**

Welcome (Insert Resident Name)!

We are thrilled that you have chosen to join our community. Your new home and community are special for many reasons. One of those reasons is that your new home comes with free broadband WiFi. This is one of the many special features of your new home. The WiFi is secure, it's easy to use, and it'll always available to you in your home.

We will provide training to all community residents and highly encourage you to attend these training sessions. The sessions will occur every quarter in our onsite offices and will provide you with guidance on how to secure, access and use your free WiFi. We hope that you will be able to join one of these sessions, but if your schedule doesn't permit we will coordinate a time that works for you individually. These will be offered in coordination with Comcast. As technology continues to move forward, we will also invite Comcast to come onsite and share updates (added security, new features, troubleshooting, etc.)

We feel that this a great feature of our property and we ask that you review the attached documents. Once you have read the documents, please sign the term of service document and return it to the office so that the property manager can make a copy of this for our records.

Again, we are happy to have you as a resident and we hope you are thrilled to have free broadband WiFi that is safe, secure, and in your new home at no cost to you.

Sincerely,

Enterprise Residential

Internet Security Plan  
Brookland Park Apartments

**Introduction:**

Comcast will provide internet service to your apartment home and the community room.

The process for this is as follows:

1. When move – in occurs, each resident will be given the opportunity to sign up for the service. This is a free service to residents covered by the property for their individual home use. The service is provided by Comcast.
2. The resident will sign the acknowledgement of the service for two areas:
  - a. Their individual apartment home
  - b. The community room of the building.

The acknowledgement will be kept in their file with property management.

3. A lease amendment detailing additional requirements may be provided.
4. To access this service, you must agree to any in home installation of the service by Comcast, Property Management or others involved in installing the service.
5. The installation and monthly fees are covered by the property.
6. The resident will then be provided dates for training and education on the services provided. The dates are to be quarterly and in certain instances be done on a one on one basis, as outlined in the welcome letter included upon acceptance.

Securing Access to Your Home Internet:

1. **Promo Code.** A promo code unique to the home will be issued. The promo code cannot be reused and the denied applicant needs a new promo code and to call 844-963-0178. If you need additional codes please contact Comcast at [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com) and include the Sponsor name in the subject line.
2. **Security.** Sponsor shall employ commercially reasonable physical, administrative, and technical security controls appropriately tailored to the nature and scope of its activities and the sensitivity of the underlying data which shall in no instance be less protective than those used by Sponsor to secure its own confidential and proprietary information of a like kind and in all instances will conform to industry standards and any applicable legal requirements and regulatory guidance. Sponsor must maintain a plan for appropriate security incident management and response that complies with the terms of this Agreement to cover, at a minimum, the following: (i) unauthorized access, acquisition, disposition use of Comcast Subscriber Information,

(ii) other loss or misuse of such information or (iii) discovery malware posing a significant threat to such information or any operations necessary to perform under this Agreement (each, a "Security Incident"). Sponsor must provide notification via electronic mail to SecurityFusionCenter@comcast.com of a Security Incident as soon as practicable after, but not later than, twenty-four (24) hours, following awareness of a Security Incident. For any Security Incident, Sponsor must provide regular updates to SecurityFusionCenter@comcast.com or, if directed by Comcast, to a security point of contact specifically designated by Comcast for the Security Incident and shall cooperate with Comcast or its regulators in its efforts to investigate the same. Comcast shall exclusively control the provision and content of any notices to Comcast Subscribers or applicable entities with respect to any Security Incident involving Comcast Subscriber Information.

3. **Retention, Return or Destruction of Personal Information.** Sponsor shall not retain Comcast Subscriber Information for a period longer than 90 days from receipt unless required to do otherwise by applicable law or legal obligation. Upon expiration or termination of this Agreement, or at Comcast's request, Sponsor will return all Comcast Subscriber Information to Comcast or, at Comcast's request, securely destroy all Comcast Subscriber Information and provide within ten (10) days of Comcast's request, a written attestation signed by an officer of the Sponsor, attesting that all Comcast Subscriber Information in all formats, including without limitation, paper, electronic and disk form, have been returned or securely destroyed, provided however, that foregoing obligation shall not extend to backup or archival copies of Personal Information that Sponsor generates in the ordinary course of business. Sponsor shall not process or use backed-up or archived Comcast Subscriber Information for any purpose other than to store it, and Sponsor will continue to apply security controls consistent with this Agreement to such Comcast Subscriber Information for the duration of its storage.
4. **Resident Uses.** As outlined above and in any subsequent lease amendment documentation, the resident agrees to follow appropriate internet usages. Should the resident have any question on appropriate usages they are to consult with property management or contact Comcast for clarification prior to proceeding with any questionable use.

Community Room Internet Security:

**Community Room.** Residents are to consult with the property management office for the current internet access code for the community room. This will be updated periodically and codes will only be provided to residents, whose names appear on the lease. Any breach of security with the internet will result in a new code being issued.



Draft Internet Acknowledgement Form – Brookland Park Apartments

Date: 00/00/0000

Resident Name \_\_\_\_\_

Apartment #: \_\_\_\_\_

Lease Start Date: \_\_\_\_\_

**(Resident name as appears on lease)**, has accepted the offer of free internet access in their home as outlined above. And, agrees to abide by all rules and conditions outlined by both Comcast and Enterprise Residential in both the lease and registration with Comcast as it pertains to use of this service in their home and in the community room.

Accepted: \_\_\_\_\_  
(Resident Signature)

Date: \_\_\_\_\_

Witnessed: \_\_\_\_\_  
(Property Management Signature)



# INTERNET ESSENTIALS PARTNERSHIP PROGRAM

internet»  
essentials  
FROM COMCAST

December 2020

 COMCAST



# Internet Essentials from Comcast

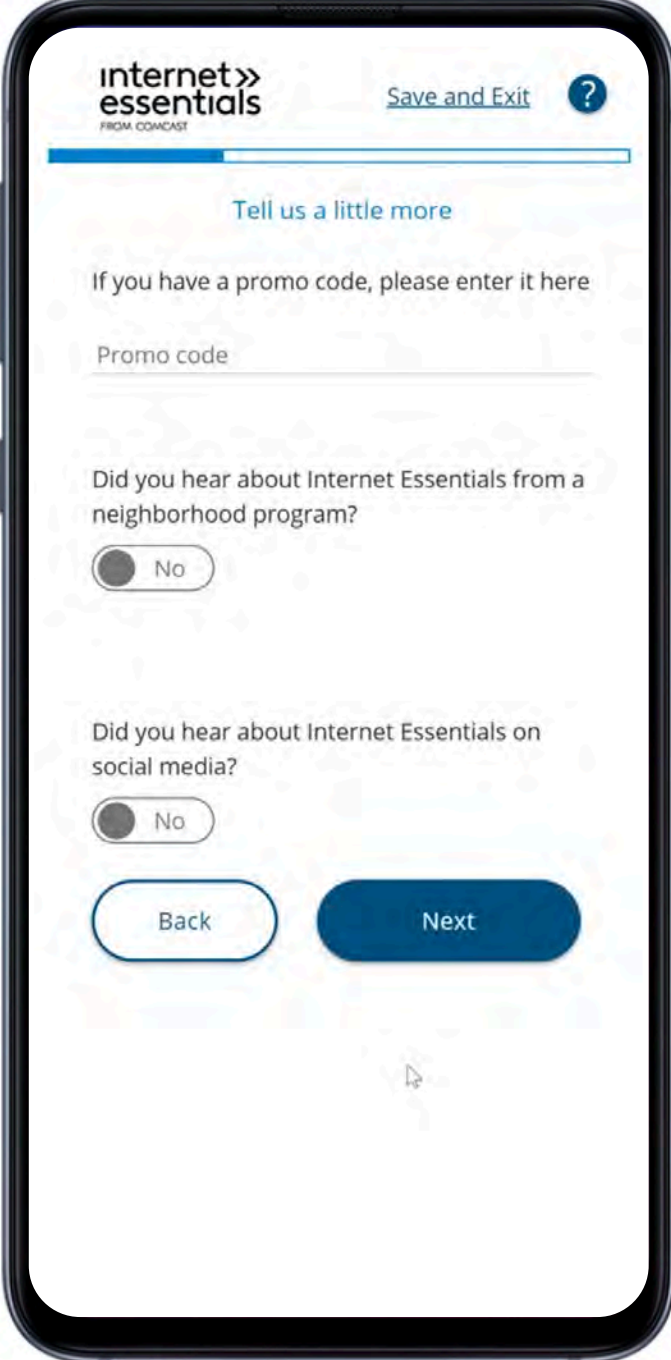
Internet Essentials from Comcast is the nation's largest, most comprehensive, most successful broadband adoption program for low-income Americans in the country. The program addresses the three major barriers to broadband adoption—digital literacy training and relevance, equipment, and cost—and relies on a network of tens of thousands of community partners to help families cross the digital divide. Since 2011, millions of low-income households have connected to the power of the Internet at home through the program.



# What is the Internet Essentials Partnership Program?

The Internet Essentials Partnership Program is designed to help accelerate Internet adoption at a critical time. The program provides the opportunity for school districts and other organizations to fund and quickly connect large numbers of students and families to broadband access at home.

Partners, such as schools, healthcare providers, and other community-based organizations, have the ability to sponsor, or pay for, Internet Essentials service for their eligible members/families at a cost of \$9.95 + tax per month per household. The minimum requirements to establish a Partnership Program Agreement are at least a six-month term for at least 25 eligible applicants that are new to the program.



The screenshot shows the 'Internet Essentials' mobile application interface. At the top left, the logo reads 'internet essentials FROM COMCAST'. At the top right, there is a 'Save and Exit' link and a question mark icon. Below the header, a blue bar contains the text 'Tell us a little more'. The main content area includes a text input field for a promo code, followed by two questions with 'No' radio button options: 'Did you hear about Internet Essentials from a neighborhood program?' and 'Did you hear about Internet Essentials on social media?'. At the bottom, there are 'Back' and 'Next' buttons.

# Internet Essentials Confronts All Three Barriers to Internet Adoption

Internet Essentials is designed to be a wrap-around solution to directly confront every barrier to digital adoption by offering affordable Internet, subsidized computers, and free digital literacy training to eligible low-income families.



## Affordable Internet Service

**Speeds of 50/5 Mbps for \$9.95/month + tax per household.**

- No contract or credit check
- Free Self-Install Kit\*
- In-Home WiFi included
- Access to Xfinity WiFi Hotspots
- xFi Parental Controls and Advanced Security
- New Internet Essentials customers will receive two free months of Internet service if they apply and are approved by June 30, 2021.



## Low-Cost Computer

**Internet Essentials Customers can purchase a low-cost computer for \$149.99 + tax.**

- Internet-ready laptop or desktop with a 90-day warranty
- Equipped with Windows 10 and Office 365



## Digital Literacy Training

**Households may also participate in free digital skills training to better understand the Internet and the many ways it can benefit them.**

- Free Internet training available online, in person, and in print



# Who Is Eligible for Internet Essentials?

Households may be eligible for Internet Essentials if they:

- ✓ Qualify for programs like the National School Lunch Program, housing assistance, Medicaid, SNAP, SSI, and [others](#).
- ✓ Live in an area where Comcast Internet Service is available.
- ✓ Have not had Comcast Internet in the last 90 days.
- ✓ Households who owe money to Comcast may still qualify if approved by 6/30/2021.

Interested households are asked to apply either online at [InternetEssentials.com](https://InternetEssentials.com) or over the phone.



# Applying for Internet Essentials

## Three Easy Steps

### 1 Initiated

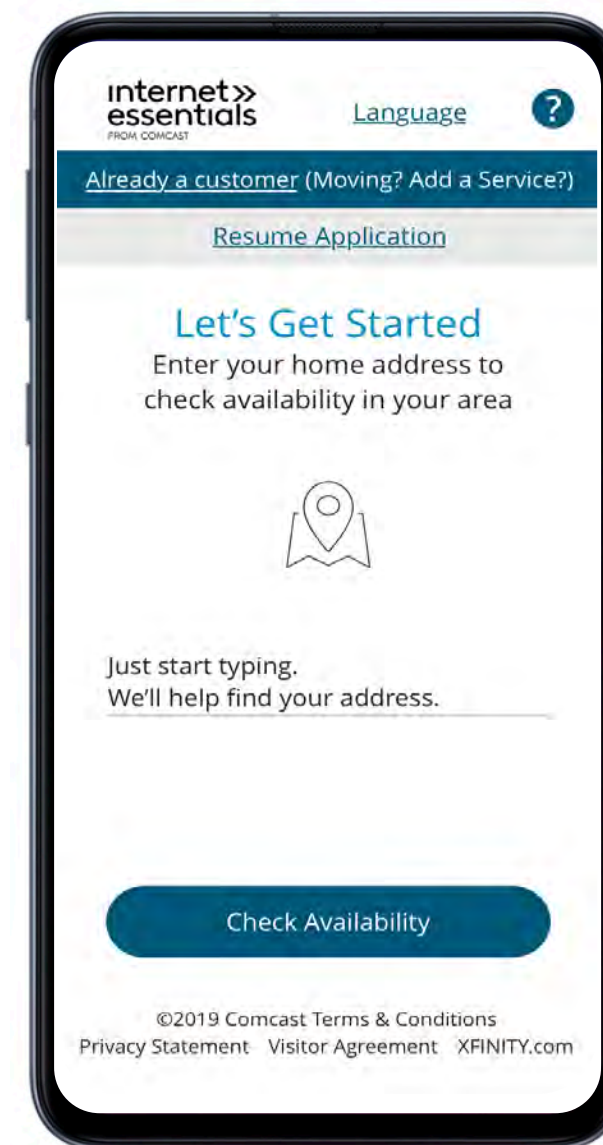
Apply for Internet Essentials by visiting [www.InternetEssentials.com](http://www.InternetEssentials.com) or calling our call center. Applicants will be guided through the process.

### 2 Submitted

If we can determine eligibility from their service address or from their school, we will expedite their application and no further proof is required. If we cannot, we ask them to provide us with proof of eligibility via mail, email, or fax.

### 3 Approved

Once approved, we offer a free self-install kit.\*



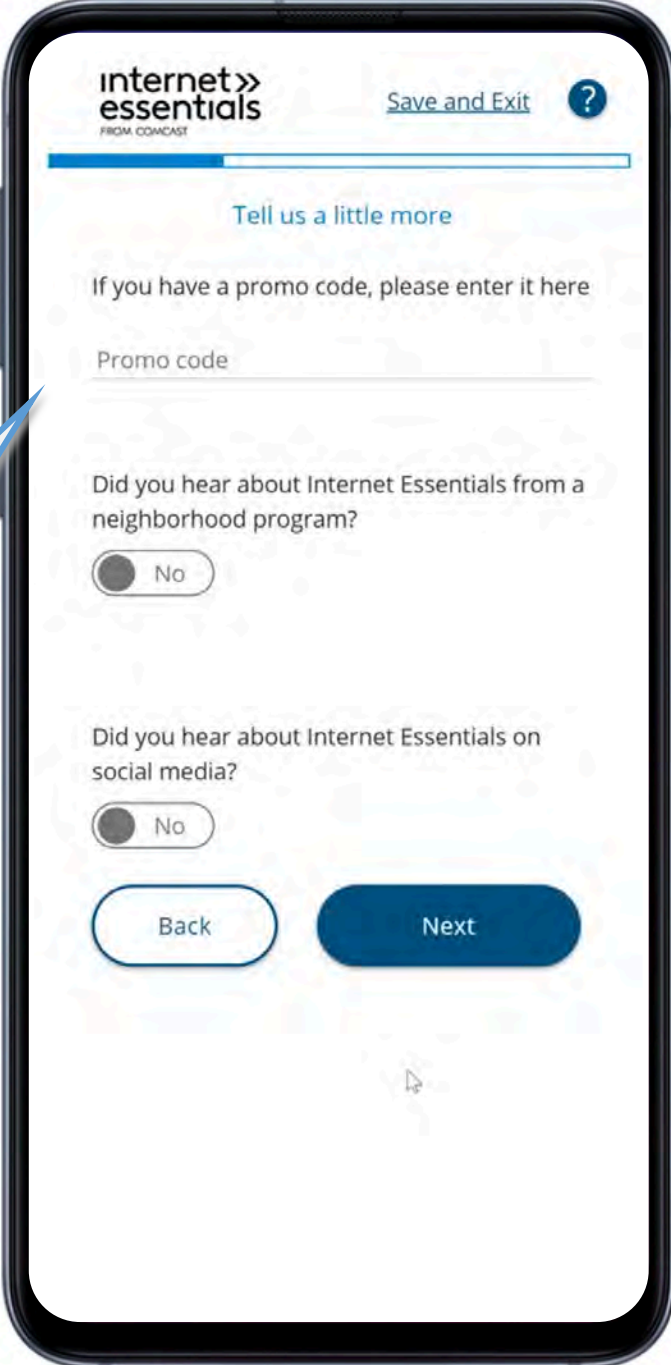
# How The Internet Essentials Partnership Program Works

Following an agreement, Comcast will send sponsors promo codes to distribute to eligible families. These codes will ensure the billing for an approved applicant will be applied to the sponsor's account.

Sponsors will receive one bill each month and are only charged for applicants that are approved and connected to the Internet Essentials program.

- Applicants will need to enter the promo code provided by their sponsor in order to receive the sponsored service.

If you have a sponsorship promo code, please enter it here:



The screenshot shows the 'internet essentials' app interface. At the top, it says 'internet essentials FROM COMCAST' and has a 'Save and Exit' button with a question mark icon. Below that is a progress bar and the heading 'Tell us a little more'. The form contains the following elements:

- A text prompt: 'If you have a promo code, please enter it here'.
- A text input field labeled 'Promo code'.
- A question: 'Did you hear about Internet Essentials from a neighborhood program?' with a 'No' toggle button.
- A question: 'Did you hear about Internet Essentials on social media?' with a 'No' toggle button.
- 'Back' and 'Next' buttons at the bottom.

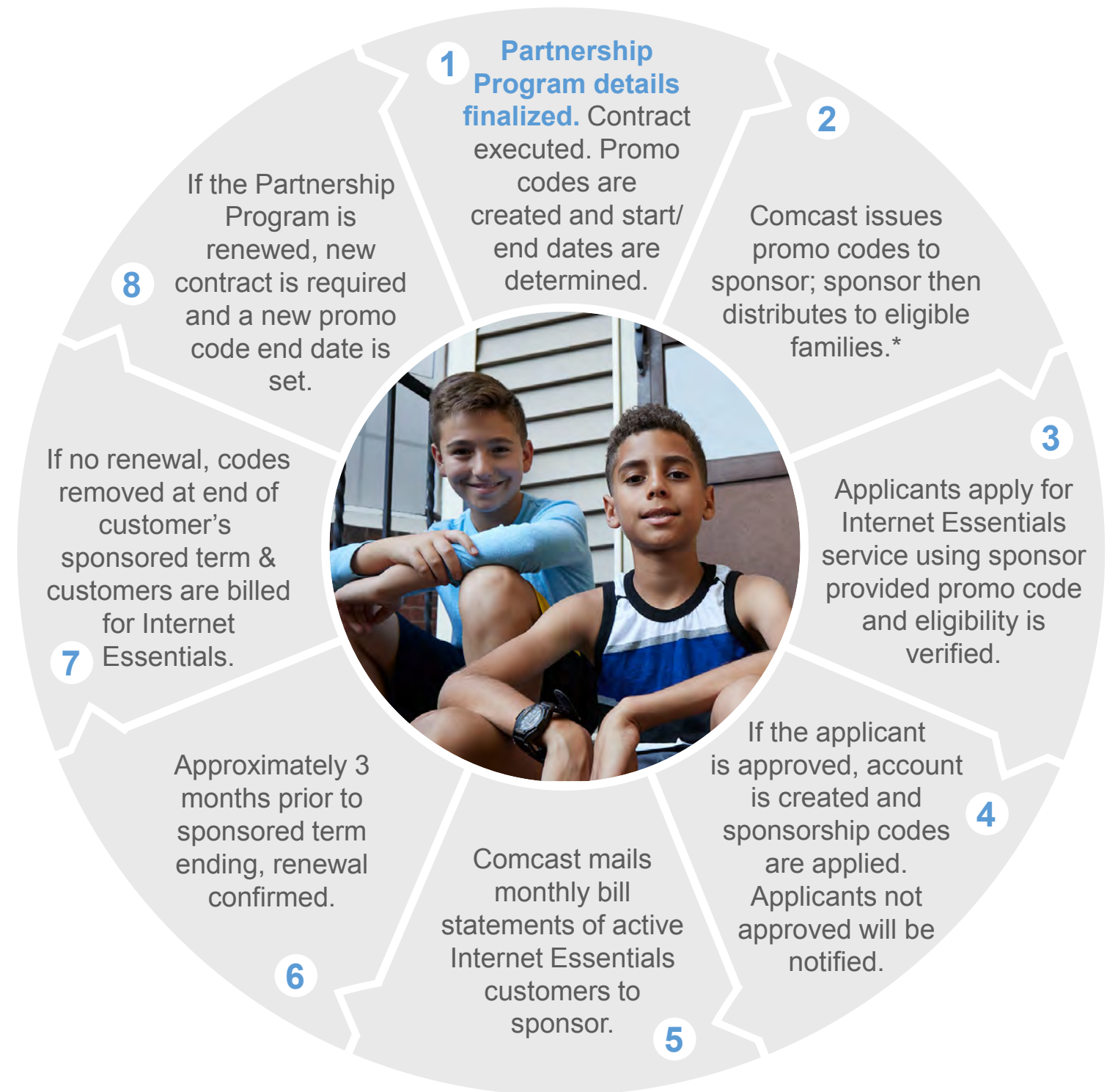


# Onboarding Process & Cycle of Renewal

Once a partner decides to become a sponsor, the process is kicked off.

- Agreement is executed, sponsors will receive promo codes that can be shared with eligible families.
- The applicant will use the promo code during the application process, online or over the phone.
- The promo code, once validated, will ensure that the approved customer's Internet Essentials bill will be covered by the sponsor for the term.
- Sponsors will receive one monthly bill and are charged once the customer is approved and connected to Internet Essentials.

Additional minimum requirements and details can be found in the appendix



# Next Steps

- Partners interested in the Internet Essentials Partnership Program should [click here](#) to provide their information and submit a request. Partners may also connect with their local Comcast representative or email **IEPP\_Support@Comcast.com** with their information and partnership details. Visit **InternetEssentials.com/sponsor** to learn more about the process listed below:
  - Identify partnership specifics in collaboration with Comcast (e.g. how many accounts the partner will sponsor, and how many families will be identified and contacted)
  - Comcast and the partner accept Partnership Program Terms and Conditions
  - Outreach to eligible families begins and promotional codes are distributed
  - Sponsor receives a monthly invoice for each sponsored family that connects

## Additional Details:

### Minimum requirements:

- 6+ month term
- 25+ sponsored customers (new customers only)

Contract is required – Comcast will send a draft agreement for sponsors to review and mark up with revisions (if any). Revised draft will be reviewed by Comcast legal and can take 2-4 weeks to finalize.

Geography – If the sponsor's constituents live across multiple Comcast service areas, separate sponsor bill statements may be required.

Single point of contact – Sponsor will need to identify the person that will be Comcast's point of contact for any questions.

Promo code distribution – Sponsor will need to decide how they will distribute the promo codes.

FAQs – Comcast will provide a list of frequently asked questions and key contacts that the sponsor can reach out to when needed.

Additional Details:  
**Application Process**

# Application Process

## Let's Get Started

In this section we will determine if you live within a Comcast service area and we ask for contact information

1. Enter your complete street address.
2. After you click “Check Availability,” the system checks:
  - Is your address in the Comcast service area?
  - Have you already started an application with the phone number and/or address provided?
  - Are you an existing customer? If so, the “Just a little more information needed” screen will be displayed.
3. If Comcast is available at your address, enter your first and last name, email address, and phone number.
4. Opt in to receive SMS messages about your Internet Essentials application.

The screenshot shows the 'Let's Get Started' screen of the Comcast Internet Essentials mobile app. At the top, there is a header with the 'internet essentials' logo and a 'Language' link. Below the header, there is a blue bar with the text 'Already a customer (Moving? Add a Service?)' and a 'Resume Application' link. The main content area features the heading 'Let's Get Started' followed by the instruction 'Enter your home address to check availability in your area'. A location pin icon is centered below this text. Underneath the icon, it says 'Just start typing. We'll help find your address.' At the bottom of the screen, there is a large blue button labeled 'Check Availability'. The footer contains copyright information: '©2019 Comcast Terms & Conditions Privacy Statement Visitor Agreement XFINITY.com'.

The screenshot shows the registration form of the Comcast Internet Essentials mobile app. At the top, there is a header with the 'internet essentials' logo and a question mark icon. Below the header, there is a blue bar with the text 'We're available in your area! Let's get you signed up.' The form consists of several input fields: 'First Name', 'Last Name', and 'Email'. Below the 'Email' field, there is a checkbox labeled 'I do not have an email address'. Below that, there is a 'Phone number' input field. At the bottom of the form, there is a checkbox labeled 'I consent to receive automated SMS messages from Comcast at my phone number above regarding Internet Essentials.' Below the checkbox, there are two buttons: 'Back' and 'Next'. The footer contains copyright information: '©2020 Comcast Terms & Conditions Privacy Policy Visitor Agreement Xfinity.com Chat with Xfinity Assistant Cal. Civ. Code §1798.135: Do Not Sell My Info'.

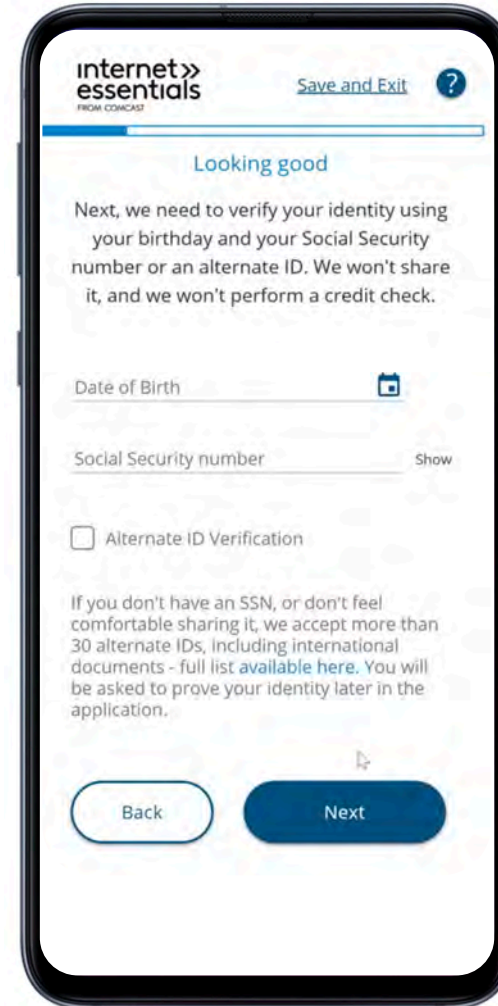
# Application Process

## Identity & Eligibility

**Next, we will verify your identity and determine your eligibility.**

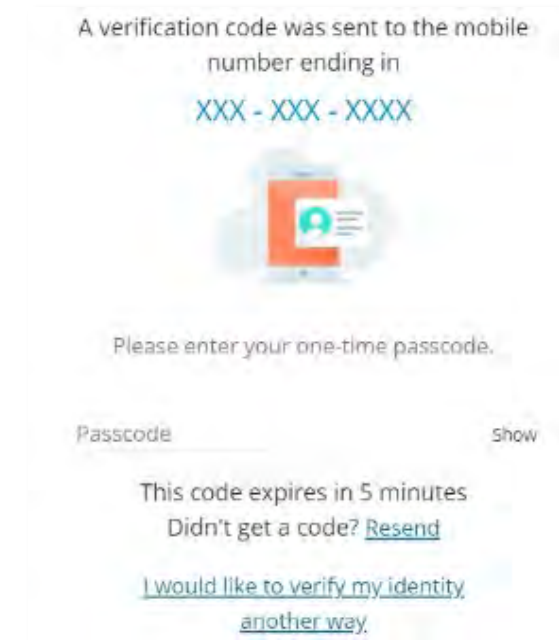
Comcast is committed to the prevention of identity theft and for that reason we require consumers to verify their identity when opening a new account with us, including Internet Essentials service. We offer several verification options to make the process as easy and seamless as possible:

1. Enter your date of birth. The system limits all date of births to ensure the applicant is at least 18 years old. For example, 2001 or before.
2. You have the **option** to enter your Social Security number (SSN), which is the fastest way to qualify. **Consumers shouldn't worry if they don't have a Social Security number or if they feel uncomfortable providing it as we have other options.**



The screenshot shows the Comcast Internet Essentials mobile app interface. At the top, it says "internet essentials FROM COMCAST" and "Save and Exit" with a question mark icon. Below that, it says "Looking good". The main text reads: "Next, we need to verify your identity using your birthday and your Social Security number or an alternate ID. We won't share it, and we won't perform a credit check." There are input fields for "Date of Birth" (with a calendar icon) and "Social Security number" (with a "Show" link). Below these is a checkbox for "Alternate ID Verification". A note states: "If you don't have an SSN, or don't feel comfortable sharing it, we accept more than 30 alternate IDs, including international documents - full list available here. You will be asked to prove your identity later in the application." At the bottom, there are "Back" and "Next" buttons.

**Note:** Applicants must click the check box to opt in to receive SMS after they enter their address and phone number.



The screenshot shows a verification screen in the Comcast mobile app. It says "A verification code was sent to the mobile number ending in XXX - XXX - XXXX". Below this is a large "C" logo with a checkmark. The text reads: "Please enter your one-time passcode." There is a "Passcode" input field with a "Show" link. Below that, it says "This code expires in 5 minutes" and "Didn't get a code? Resend". At the bottom, there is a link: "I would like to verify my identity another way."

This **new** option was recently launched as we continue to innovate our customer experience. With this option, instead of providing a Social Security number, consumers can verify their identity through SMS text messaging on their mobile phone.



# Application Process

## Internet Essentials Partnership Program Option

1. Do you have a promo code? **Internet Essentials Partnership Program applicants will need a promo code to be sponsored. Please enter the unique code in this field.**

2. Did you hear about Internet Essentials from a neighborhood organization? On social media?

3. **After the applicant enters the promo code, select the applicable Internet Essentials Partnership Program option.**

- It will say the name of the partner(s) sponsoring their Internet Essentials service.
- It will also let the applicant know that if they choose to have their Internet Essentials service paid for by the sponsor, Comcast must share their personal information including name, address, phone number, and account number with the sponsor. And by choosing the sponsorship option, they are consenting to sharing that personal information with the sponsor.

The sponsorship promo code is entered here

internet essentials FROM COMCAST

Save and

Tell us a little more

If you have a promo code, please enter it here

Promo code

Did you hear about Internet Essentials from a neighborhood program?

No

Did you hear about Internet Essentials on social media?

No

Back Next

internet essentials FROM COMCAST

New Customer Offer

You may qualify for the following offer(s) from Internet Essentials.

If approved, your first 2 months of Internet Essentials service will be free as part of Comcast's response to the Coronavirus (COVID-19).

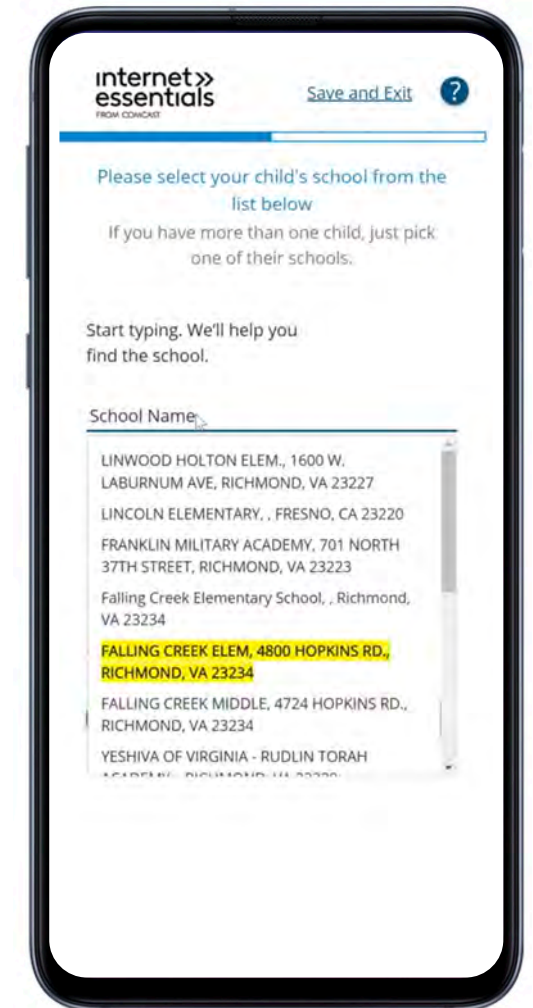
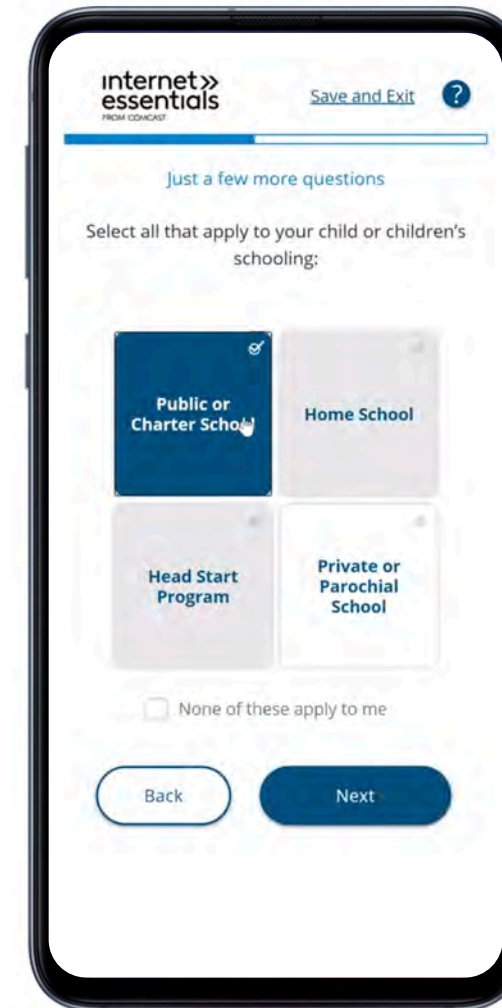
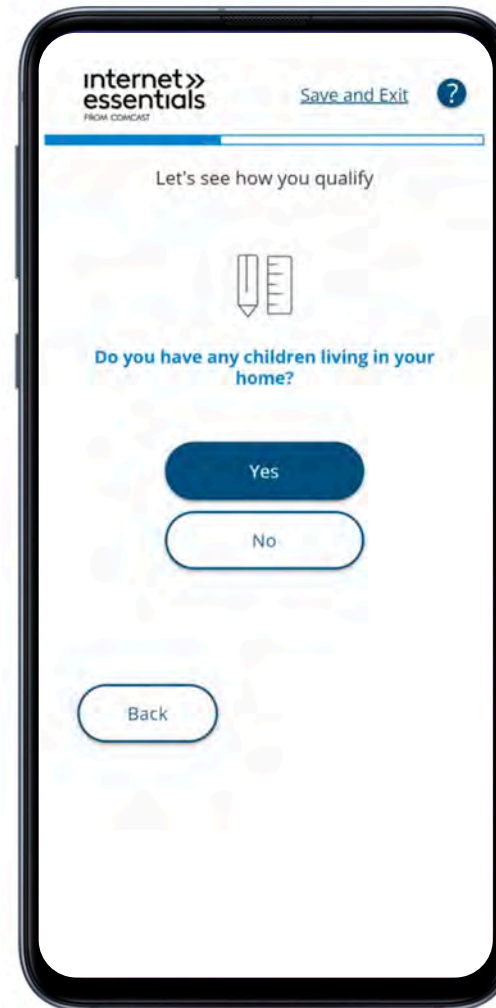
If approved, your first # months of Internet Essentials service will be paid for [Insert name of sponsor] . If you choose to have your Internet Essentials service paid for by a Sponsor, Comcast must share personal information including your name, address, phone number and account number with that Sponsor. By choosing the sponsorship option, you consent to sharing of your personal information with the Sponsor.

Back Next

# Application Process

## School Information

1. If you answer “Yes” to the question “Do you have any children living in your home?” then you will be asked to select your child or children’s school.
2. Start typing the name of the school and all schools within a 30-mile radius will pop up for you to select.

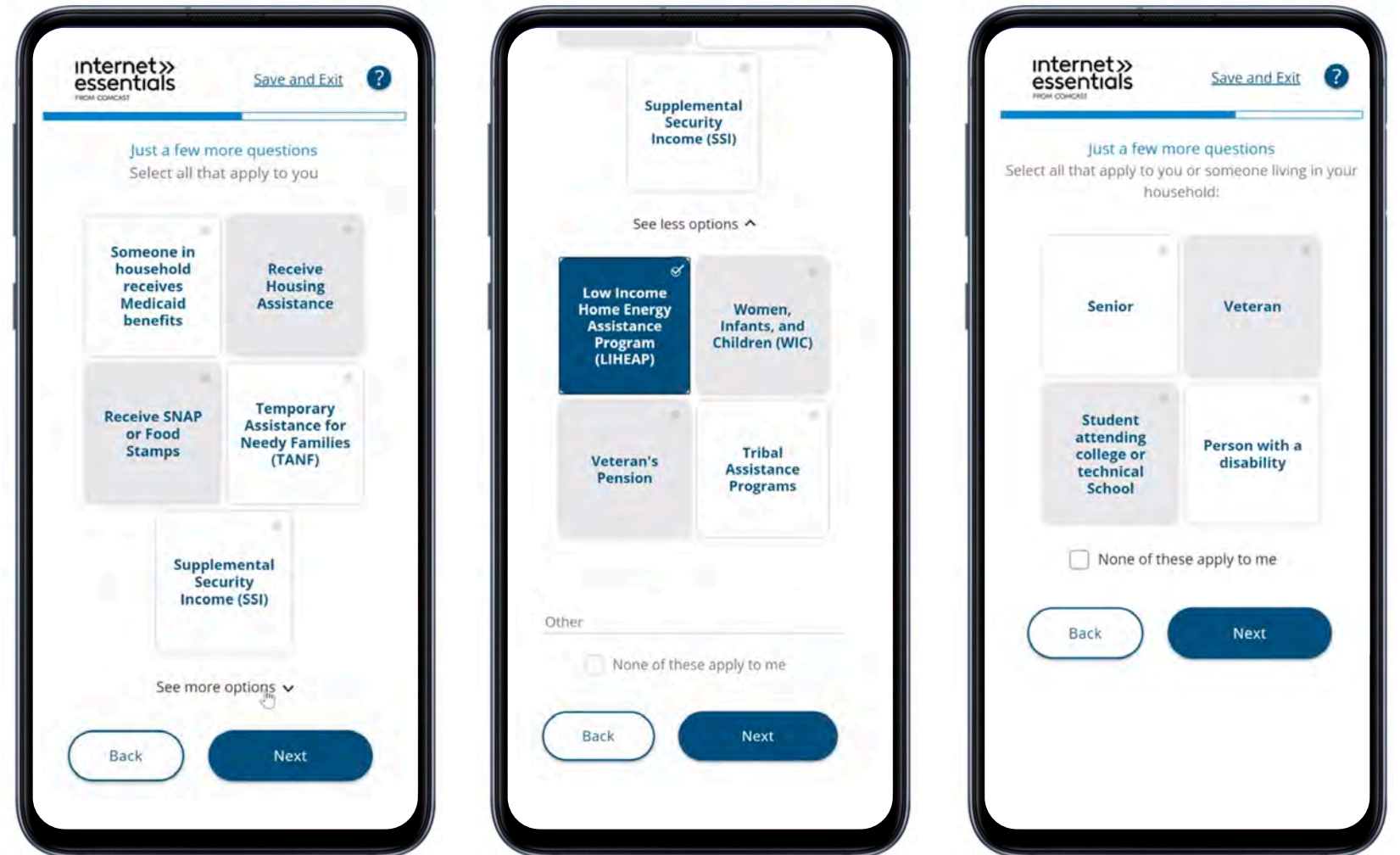


# Application Process

## Program Selection

We serve low-income households who participate in a variety of assistance programs like the National School Lunch Program, HUD, SNAP, SSI, and others.

Please select all that apply.



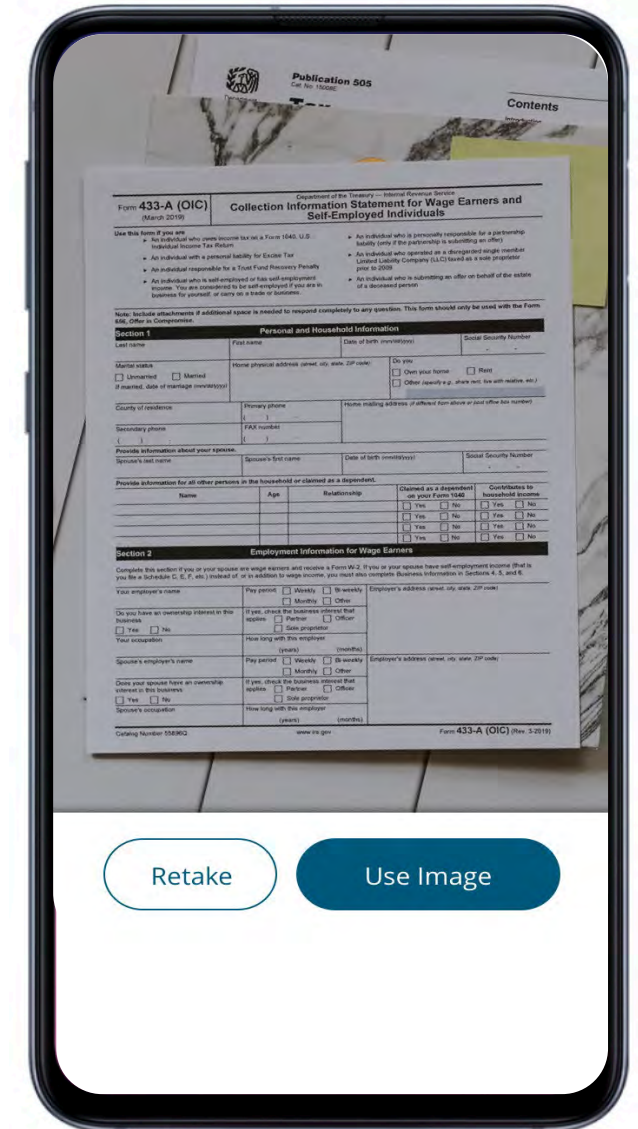
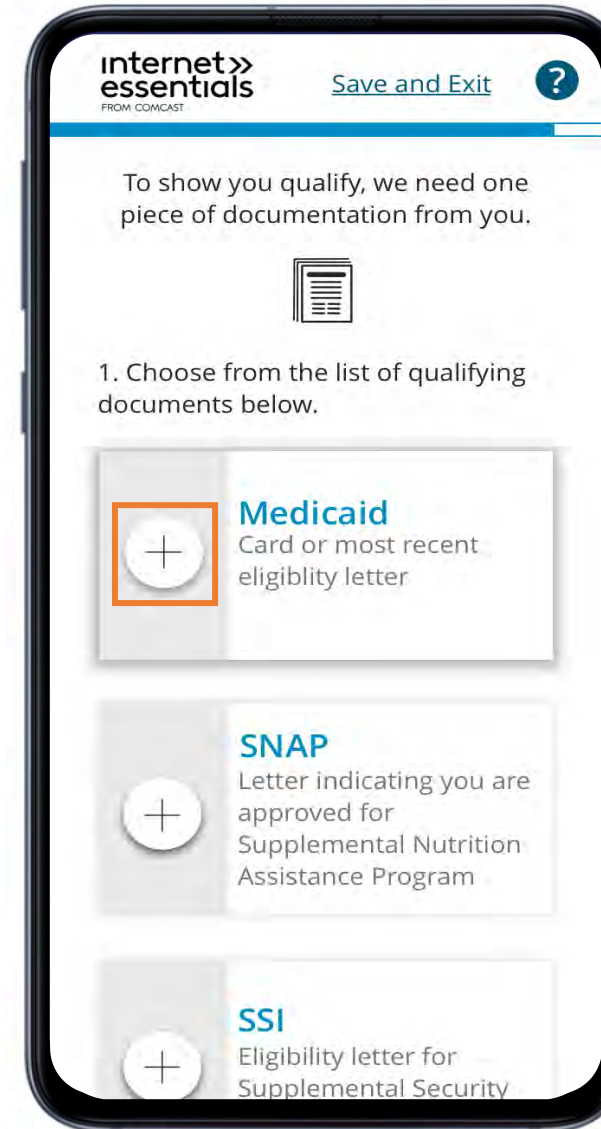


# Application Process

## Document Upload

You may be asked to provide a document to determine your eligibility:

1. Select the public assistance program in which you are participating. You only need one document to prove your eligibility.
2. Click on the "plus" sign to add your document.
3. Using your phone's camera, snap a picture of your document and click on "Use Image" button. You can also upload a picture from your phone and submit using a computer.



# Application Process

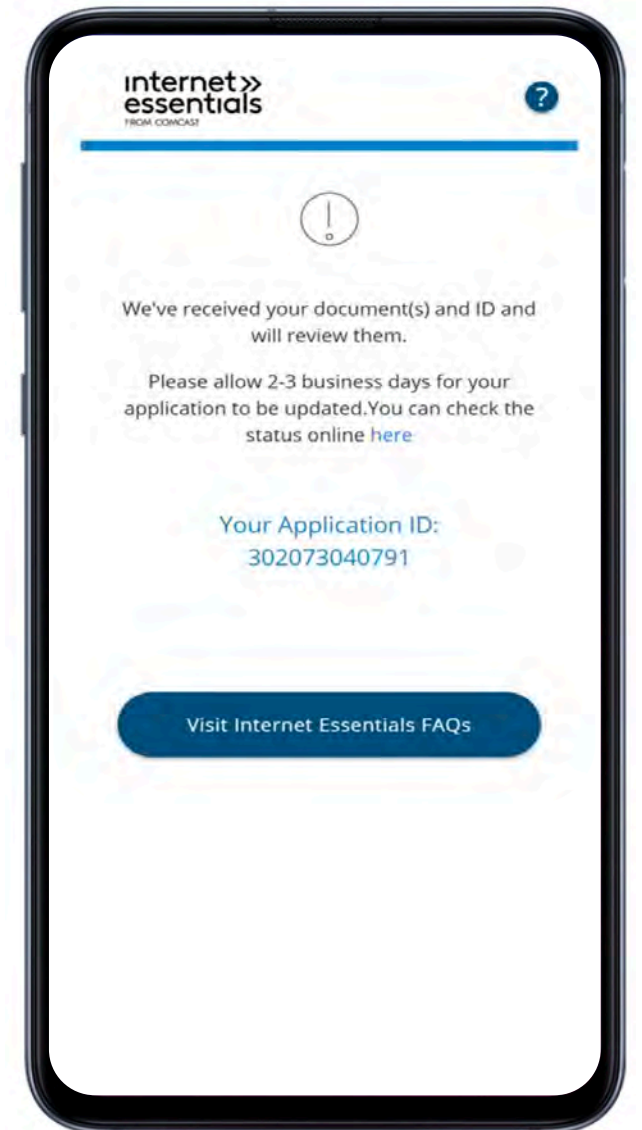
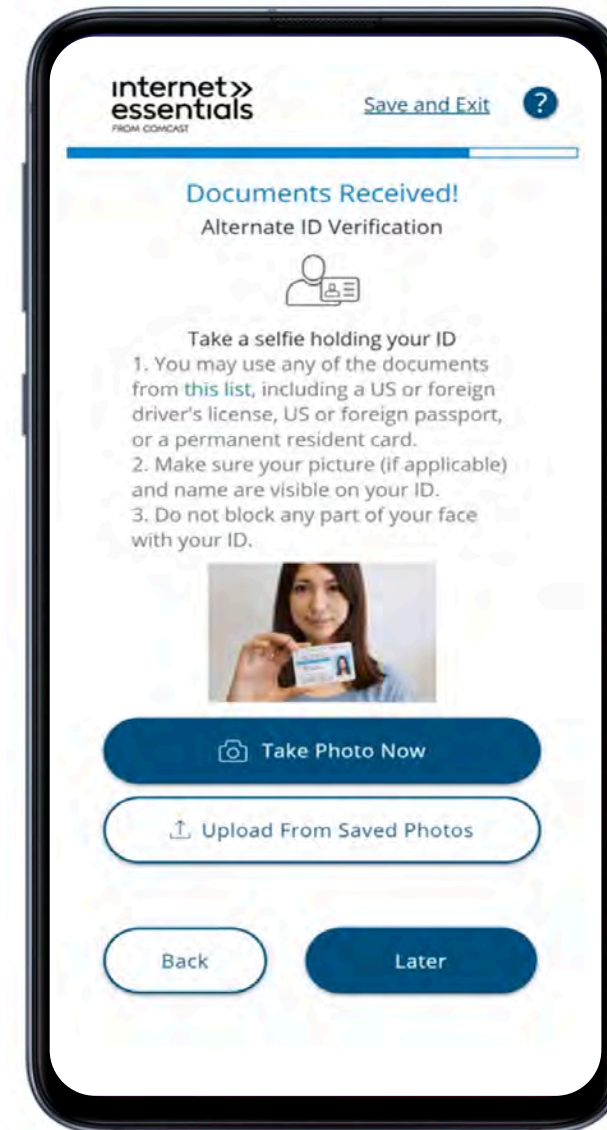
## ID Verification

### Verifying your identity using our Alternate ID process

If you checked the box for Alternate ID Verification, you may be asked to provide documents confirming identity.

We accept over 30 different documents, including a number of international documents (please see our [website](#) for the full list)

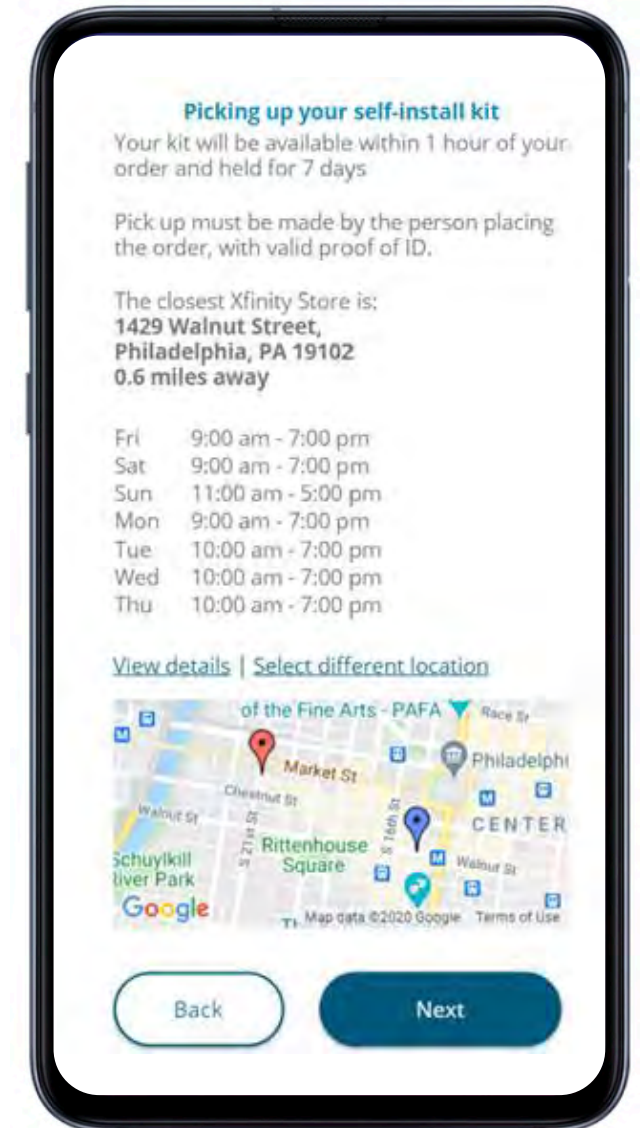
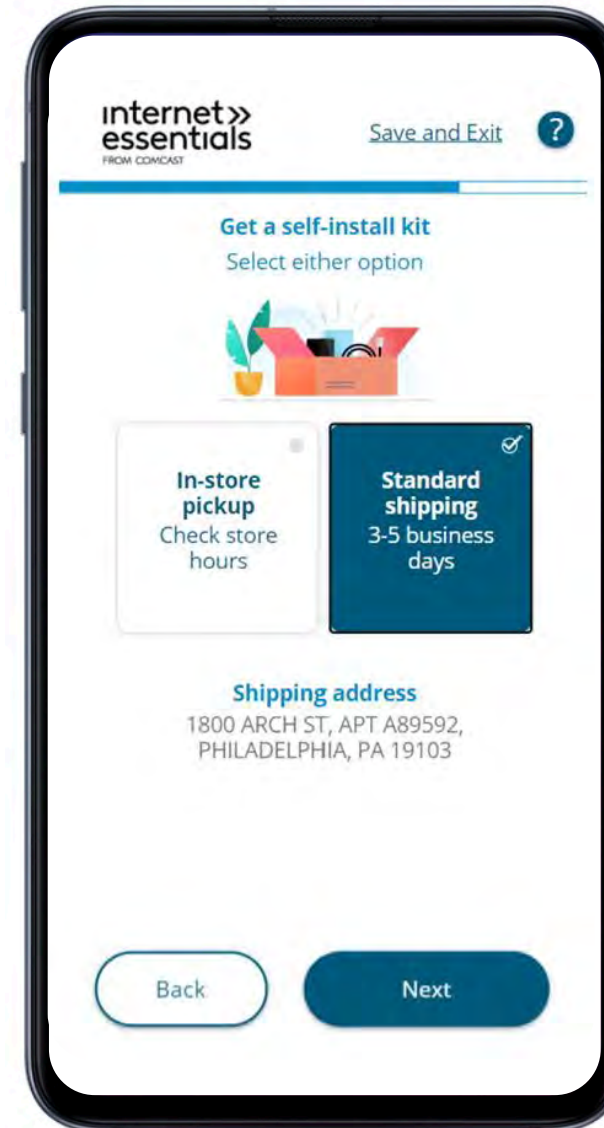
1. Take a photo with your ID and upload online. You can hold your phone at arm's length and take a "selfie," or you can have someone else take the photo with your phone.
2. Bring your identification to an Xfinity store. While we have temporarily closed many Xfinity Stores due to the COVID-19 pandemic, others remain open with reduced hours to provide essential support to keep you connected. Visit [www.xfinity.com/prepare](http://www.xfinity.com/prepare) for more information.
3. Visit the [Get Help](#) section of our website for more information.



# Application Process

## Installation

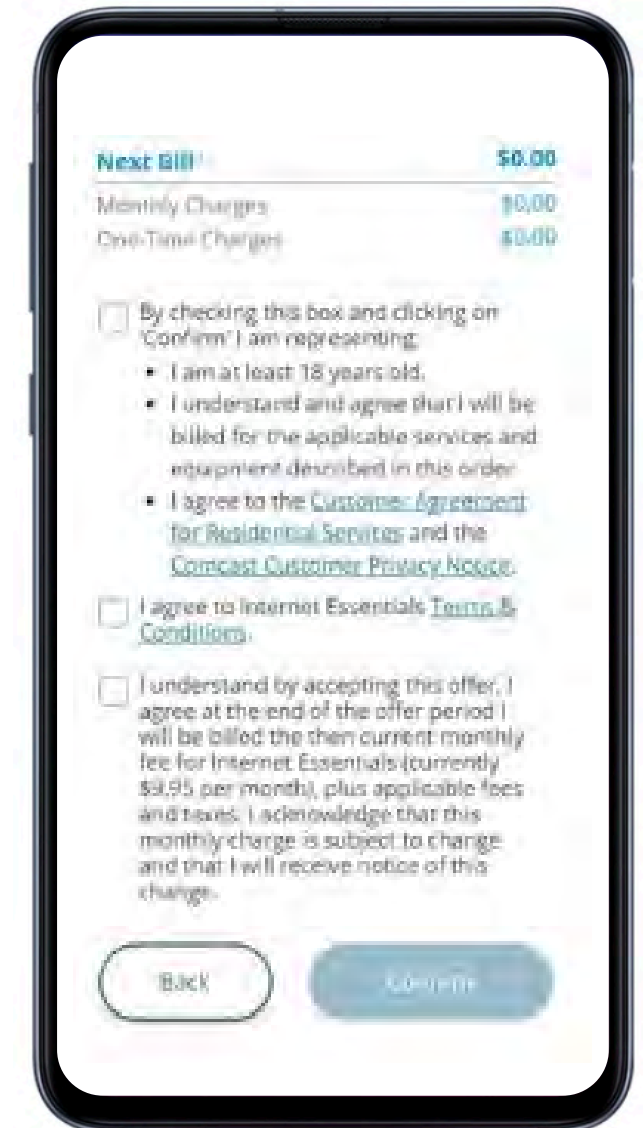
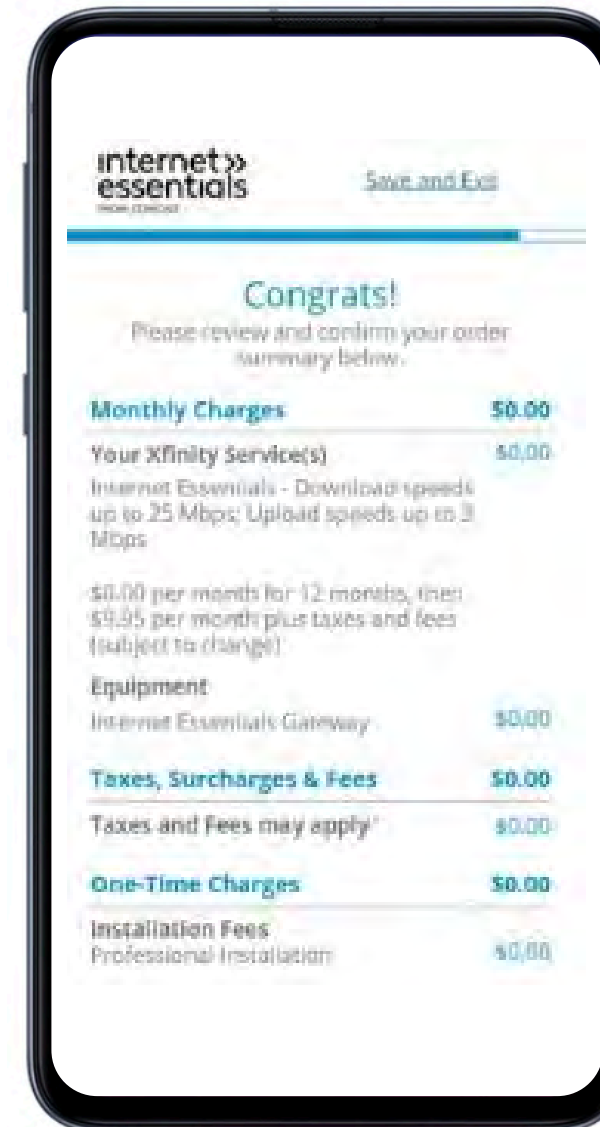
At this step you will confirm your installation. If prompted, select the date and time and confirm that someone will be home who is 18 years or older during that time. **If you need help with your installation, just call us at 1-800-XFINITY.**



# Application Process

## Review & Confirm

- This page confirms your selections before submitting your application.
- You are required to agree to the Terms & Conditions before submitting your application.



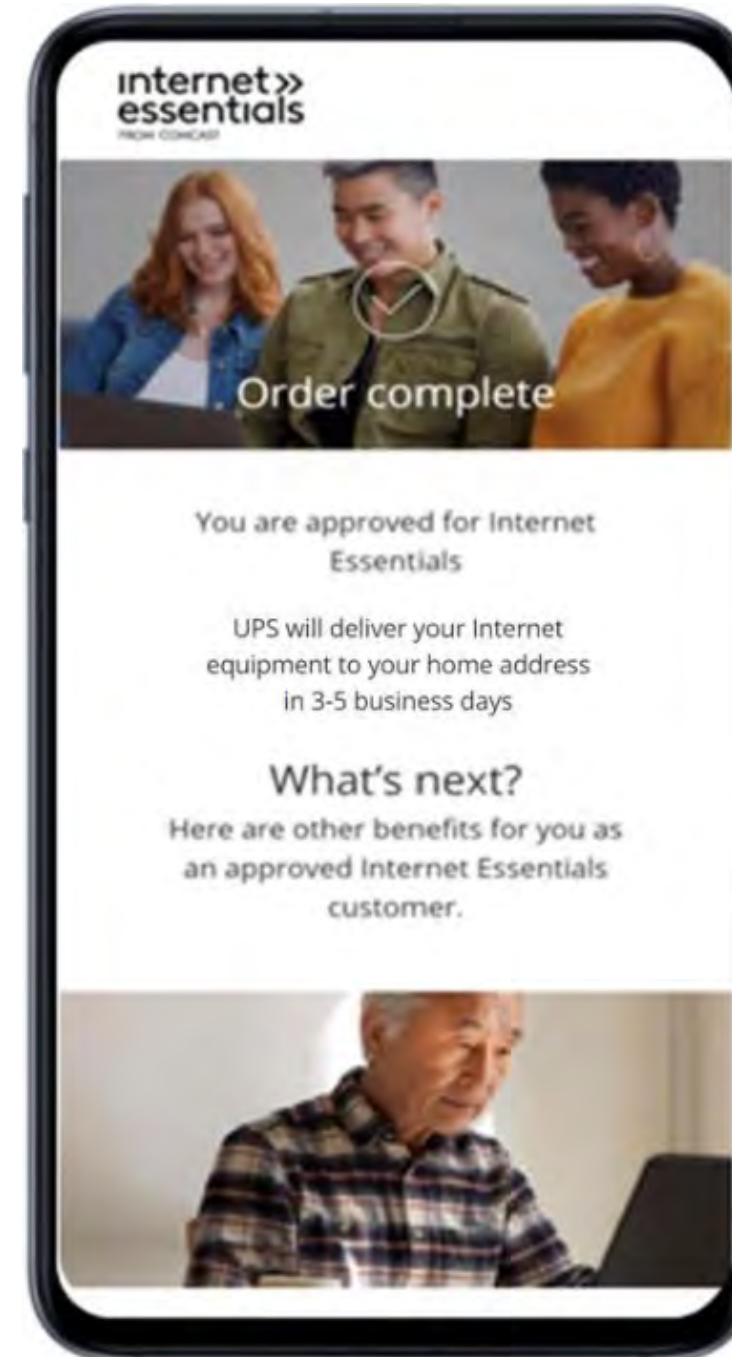


# Application Process

## Order Complete

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- If you are approved, the Order Complete page is shown to indicate the successful completion of the application along with your application ID and other customer details.
- The page also shows your installation type.



Additional Details:  
**FAQs**

# Frequently Asked Questions

## Who do I contact with general questions?

- Partners interested in the Internet Essentials Partnership Program should [click here](#) to provide their information and submit a request.
- Contact your local Comcast or Internet Essentials representative
- Email: [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com) can be expected within 24 hours Mon-Fri.

## Who do I contact if I have a billing issue with my Internet Essentials Partnership Program account?

- You can either email us at [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com), contact your local Internet Essentials representative, or for more immediate support please call 844-963-0193 and ask for your dedicated client manager.

## What if one of my sponsored families or constituents has additional services from Comcast? Am I billed for them or just Internet Essentials?

- The Internet Essentials Partnership Program is built to only bill you for active Internet Essentials service. If one of your constituents adds TV, Phone or Home Security, they will be responsible for those charges. In addition, if one of your constituents upgrades to a higher tier of internet, you will no longer be billed for Internet Essentials for that account and the constituent will be responsible for all charges.

## Who do I contact if I need additional promotional codes?

- Promo code tracking is recommended. Sponsors should keep track when distributing promo codes so they can match specific codes to their applicants, and try to keep the promo code per applicant consistent across touchpoints. If additional codes are needed, please email [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com) and your dedicated client manager will be in touch to confirm and timing. Please include the Sponsor name in the subject line and the following information in the email:
  - Sponsor Name
  - Sponsor Address
  - Sponsor Account Number (if available)
  - Sponsor Phone Number
  - Number of promo codes needed
  - NOTE: If you have already hit your contractual limit, we may need to create an addendum to the contract.

# Frequently Asked Questions

## **Can a promo code be reused if an applicant is denied for Internet Essentials?**

- No, the promo code cannot be reused and the denied applicant needs a new promo code and to call 844-963-0178. If you need additional codes please contact Comcast at [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com) and include the Sponsor name in the subject line.

## **Who do I contact if one of my sponsored constituents complains of a service or billing issue?**

- If the constituent is a current and connected Internet Essentials customer, they can contact Comcast at 1-800-XFINITY for help. If no resolution has been provided, the sponsor can email [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com).

## **What happens if one of my constituents has additional services and is shut off due to non-payment?**

- The Internet Essentials service will not be disconnected. They would need to contact Comcast at 1-800-XFINITY to bring their account back to current or set up a payment arrangement in order to reconnect the other services.

## **What happens to the families we're sponsoring if my organization falls behind on payments?**

- If this should happen, all sponsored accounts would have their Internet Essentials service disconnected. In the unlikely event this should happen, please email [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com) and your dedicated client manager will be able to assist with next steps. Please include the Sponsor name in the subject line and the following information in the email:
  - Sponsor Name
  - Sponsor Address
  - Sponsor Account Number (if available)
  - Sponsor Phone Number



# Frequently Asked Questions

## **What if one of my constituents moves? Do I still get billed for them? Do I need to notify you?**

- The Internet Essentials Partnership Program cannot be transferred when a constituent moves. If they move, they need to contact you/the sponsor for a new promo code and call 844-963-0178 to reconnect Internet Essentials at the new address. Please email [IEPP\\_Support@Comcast.com](mailto:IEPP_Support@Comcast.com) to notify your dedicated client manager if the family moving is no longer eligible for sponsorship. If the constituent moves out of the area or moves out of the school district, the family can opt to keep the Internet Essentials service at the \$9.95/month rate or they can disconnect.

## **Are there any discounts for the Internet Essentials Partnership Program if the sponsor/partner is sponsoring a large number of accounts?**

- No, there are no discounts for the Internet Essentials Partnership Program. The service is \$9.95/ month.



X

# Marketing Plan

For units meeting accessibility requirements of HUD section  
504

## EXHIBIT X

### MARKETING PLAN FOR ACCESSIBLE UNITS

#### Brookland Park Apartments

#### **OWNER'S INTENT**

Brookland Park Apartments proposes to include seven (7) accessible units for people in need of rental housing with full accessibility under Section 504 of the Rehabilitation Act of 1972. The accessible units will be held vacant for a minimum of sixty (60) days during which ongoing marketing efforts will be documented. During this time Enterprise Residential, acting as agent for the ownership, will actively market these units. If a qualified household is not identified during this period, Enterprise Residential will submit evidence of marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision that the household must move to a vacant unit if a household including a person with a disability applies for the unit. The move will be paid for by the Owner.

#### **IMPLEMENTATION OF OWNER'S INTENT**

Enterprise Residential, the Management Agent, will rent accessible units only to qualified households, unless granted permission to lease to other income-qualified households by VHDA after the initial 60 day marketing effort has concluded. Focused marketing efforts will occur as well as normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

#### **CONCENTRATED MARKETING EFFORTS**

**VirginiaHousingSearch.com** – Enterprise Residential will post Apartments on the virginiahousingsearch.com website. We will communicate the fact that development has Section 504 accessible units.

**Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Development (DBHDS)** – Enterprise Residential will work through the lease up process to establish a referral process with both agencies. Enterprise Residential will continue after the lease up phase to inform both agencies on upcoming phases and rental opportunities at Brookland Park Apartments.

**Local Hospitals** – Enterprise Residential will work with area health systems including but not limited to VCU Health and Bon Secours) as well as smaller clinics and doctors' offices and their discharge departments to advise them of the local accessible and available units at Brookland Park Apartments

**Local Housing Authorities** – Enterprise Residential will work continually with local housing authorities to communicate to them about available Section 504 accessible units at Brookland Park Apartments.

**Local Non-profits**- Enterprise Residential will work to keep all non-profit agencies that work with in the community aware of all Section 504 accessible units available for rent.

**Local Department of Social Services** – Enterprise Residential will keep in contact with the City of Richmond Department of Social Services as well as surrounding counties and their Departments of Social Services. Through this contact, Enterprise Residential will provide departments with information about available Section 504 accessible units.

**Community Services Board** – Enterprise Residential will work with the Virginia Association of Community Services Boards, Inc. to set up a referral process for potential residents at Brookland Park Apartments. This referral process will be ongoing.

**VHDA** – Ensure VHDA representatives charged with accessible unit outreach are aware of the availability of these units at Brookland Park Apartments.

**Normal Routine Marketing**

**Industry Publications/Newspaper/Internet Advertisements** – Enterprise Residential will, through their normal process of marketing the property, note the available Section 504 accessible units. Enterprise Residential will market the units through websites such as Apartments.com.

**Newsletters** – Enterprise Residential will note available Section 504 accessible units through its periodic newsletters to its entire portfolio under management.

**Referrals** – Enterprise Residential will work with existing residents across its portfolio to make residents aware of available Section 504 accessible units.

Enterprise Residential and its affiliates will work collaboratively to make sure that Section 504 accessible units are marketed across the community. This will include the areas mentioned in the marketing plan, but will also work to develop new ways and community relationships to market Section 504 accessible units to the region through the life of the development.

Y

Inducement Resolution  
for Tax Exempt Bonds

**Not Applicable**

Y. INDUCEMENT RESOLUTION FOR TAX EXEMPT BONDS

Not applicable for this proposed development.