

2023 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 in 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 ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion (MANDATORY) |
| <input type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY) |
| | Tab K: Documentation of Development Location: |
| <input 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 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: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input 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 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 |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 7/24/2023

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: Randal E. Vosburg
 Chief Executive Officer's Title: County Administor Phone: 540-658-4541
 Street Address: 1300 Courthouse Rd
 City: Stafford State: VA Zip: 22554

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

- 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

Requesting Credits From:

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

[Hatched box]

or

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

New Construction

For Tax Exempt Bonds, where are bonds being issued?

VHDA

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

[Empty box]

Definitions of types:

a. Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2023.

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, 2023, 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 2023 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

a. 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. FALSE

If true, provide name of companion development: [Empty box]

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 split of units 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.)

Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH or Wire). TRUE

In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procurement work center.

C. OWNERSHIP INFORMATION

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

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**)

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual. **FALSE**

ACTION: If true, provide Socially Disadvantaged Certification (**TAB AB**)

3. Developer Experience:

May select one or more of the following choices:

TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.
Action: Provide one 8609 from qualifying development. (**Tab P**)

TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)
Action: Provide one 8609 from each qualifying development. (**Tab P**)

FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.
Action: Provide documentation as stated in the manual. (**Tab P**)

D. SITE CONTROL

E: Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

Warning: Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

NOTE: If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact Virginia Housing before submitting this application if there are any questions about this requirement.

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract
 Expiration Date: 12/31/2025

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by Virginia Housing. See QAP for further details.

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2025 .

c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is True, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (Tab E).)

D. SITE CONTROL

Seller Information:

Name: MAINLINE HOLDING COMPANY, L.L.C.

Address: 440 Monticello Avenue, Suite 1700

City: Norfolk St.: VA Zip:

Contact Person: Thomas G. Johnson Phone: (757) 640-2409

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>
<u>Miles B. Leon</u>	<u>(757) 640-2210</u>	<u>Member Manager</u>	<u>27.66%</u>
<u>Thomas G. Johnson, III</u>	<u>(757) 640-2409</u>	<u>Member Manager</u>	<u>26.67%</u>
<u>Richard T. Counselman</u>	<u>(757) 640-2299</u>	<u>Member Manager</u>	<u>26.67%</u>
<u>Nusbaum Associates, L.P.</u>		<u>Member Manager</u>	<u>19.00%</u>
			<u>0.00%</u>
			<u>0.00%</u>
			<u>0.00%</u>

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

ACTION: Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:	Erik T. Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig, L.L.P.	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 842-0125
2. Tax Accountant:	Patrick Shuler	This is a Related Entity.	FALSE
Firm Name:	Forvis	DEI Designation?	FALSE
Address:	440 Monticello Ave, Suite 1200, Norfolk, VA 23510		
Email:	patrick.shuler@forvis.com	Phone:	(757) 457-8488
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marion Court, Midlothian, VA 23111		
Email:	rynejohnson@astoriallc.com	Role:	LIHTC Consultant
		Phone:	(804) 320-0585
4. Management Entity:	S. L. Nusbaum Realty Co.	This is a Related Entity.	TRUE
Firm Name:	Steve Boyce	DEI Designation?	FALSE
Address:	440 Monticello Ave., Norfolk VA 23510		
Email:	sboyce@slnusbaum.com	Phone:	(804) 640-2293
5. Contractor:	Bryan Adgate	This is a Related Entity.	FALSE
Firm Name:	Morgan Keller Contruction	DEI Designation?	FALSE
Address:	70 Thomas Johnson Dr., Suite 200, Frederick, MD 21702		
Email:	badgate@morgankeller.com	Phone:	(301) 663-0626
6. Architect:	Thomas F. Smith, III	This is a Related Entity.	FALSE
Firm Name:	TS3 Architects, P.C.	DEI Designation?	FALSE
Address:	1228 Perimeter Pkwy., Suite 101, Virginia Beach, VA23454		
Email:	thomas.smith@ts3architects.com	Phone:	(757) 689-2699
7. Real Estate Attorney:	Gregory D. Lydon	This is a Related Entity.	FALSE
Firm Name:	Wilcox & Savage, P.C.	DEI Designation?	FALSE
Address:	440 Monticello Ave., Suite 2200, Norfolk VA 23510		
Email:	glydon@wilsav.com	Phone:	(757) 628-5619
8. Mortgage Banker:	Richard T. Counselman	This is a Related Entity.	TRUE
Firm Name:	S. L. Nusbaum Mortgage Company	DEI Designation?	FALSE
Address:	440 Monticello Ave., Suite 1700, Norfolk, VA 23510		
Email:	rcounselman@slnusbaum.com	Phone:	(757) 640-2299
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

F REHAB INFORMATION

1. Acquisition Credit Information

a. Credits are being requested for existing buildings being acquired for development..... FALSE

Action: If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal

b. This development has received a previous allocation of credits..... FALSE
 If so, when was the most recent year that this development received credits? 0

c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... 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)

REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... **FALSE**

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... FALSE (If false, skip to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Yellow box]

Name: [Yellow box]

Contact Person: [Yellow box]

Street Address: [Yellow box]

City: [Yellow box] State: [Yellow box] Zip: [Yellow box]

Phone: [Yellow box] Contact Email: [Yellow box]

G. NONPROFIT INVOLVEMENT

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

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

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

A. FALSE

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

Action: Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit: _____

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

Name of Local Housing Authority _____

B. 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 is required to waive the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

General Information

a. Total number of all units in development	120	bedrooms	240
Total number of rental units in development	120	bedrooms	240
Number of low-income rental units	120	bedrooms	240
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	120	bedrooms	240
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.....			152,899.56 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			25,787.70 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			127,111.86 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space.....			100.00%
i. Exact area of site in acres	6.310		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True, Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

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	802.27	SF	24	24
2BR Garden	1074.93	SF	72	72
3BR Garden	1269.26	SF	24	24
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
			120	120

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)..... 4

b. Age of Structure:..... 0 years

c. Maximum Number of stories:..... 3

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

e. Commercial Area Intended Use: Shared Community Center and Co-working space

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

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

H. STRUCTURE AND UNITS INFORMATION



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

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

h. Development contains an elevator(s).	<u>FALSE</u>
If true, # of Elevators.	<u>0</u>
Elevator Type (if known)	<u></u>

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

4. Site Amenities (indicate all proposed)

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



l. Describe Community Facilities:	<u>Community Center shared between two phases via cross access agreemen¹</u>
m. Number of Proposed Parking Spaces	<u>206</u>
Parking is shared with another entity	<u>TRUE</u>
n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop.	<u>TRUE</u>
	<u>If True, Provide required documentation (TAB K3).</u>



H. STRUCTURE AND UNITS INFORMATION

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: (MANDATORY)

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

Project Wide Capture Rate - LIHTC Units	8.40%
Project Wide Capture Rate - Market Units	
Project Wide Capture Rate - All Units	8.40%
Project Wide Absorption Period (Months)	13

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 corresponding options selected below.

REQUIRED:

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided.
- 12.47% b1. Percentage of brick covering the exterior walls.
- 87.53% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering 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.
- FALSE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2022 Cycles*
- TRUE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- 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.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)
- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

J. ENHANCEMENTS

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

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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


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

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

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

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

If not, please explain:

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

I. UTILITIES

1. Utilities Types:

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

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

- | | | | |
|---------------------|--------------|----------------|--------------|
| Water? | <u>FALSE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>FALSE</u> | AC? | <u>FALSE</u> |
| Lighting/ Electric? | <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	34	43	54	0
Air Conditioning	0	9	13	15	0
Cooking	0	5	6	8	0
Lighting	0	19	24	30	0
Hot Water	0	16	21	25	0
Water	0	28	36	50	0
Sewer	0	32	41	44	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$143	\$184	\$226	\$0

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

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. TRUE 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)

FALSE

- a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

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

Note: Subsidies may apply to any units, not only those built to satisfy Section 504.

FALSE

- b. Any development in which ten percent (10%) 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 the application for credits.

For Items a or b, 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.

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)

K. SPECIAL HOUSING NEEDS

- 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: Central Virginia Housing Coalition

Contact person: Dee Smith

Title: Housing Agent

Phone Number: (540) 604-9943

Action: Provide required notification documentation (TAB L)

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

- c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 24
 % of total Low Income Units 20%

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

Action: Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (Mandatory - Tab U)

4. 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: Steve

Last Name: Boyce

Phone Number: (757) 640-2293

Email: sboyce@slnusbaum.com

K. SPECIAL HOUSING NEEDS

5. Resident Well-Being Action: Provide appropriate documentation for any selection below (Tab S)

- FALSE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).
- FALSE b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- FALSE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

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

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

- FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 811 Certificates
- FALSE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers
*Administering Organization: _____
- FALSE State Assistance
*Administering Organization: _____
- FALSE Other: _____

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: _____

How many years in rental assistance contract? _____

Expiration date of contract: _____

There is an Option to Renew..... FALSE

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

e. How many of the units in this development are already considered Public Housing? 0

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 three 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), (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), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:


Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
120	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
120	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
120	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
120	100.00%	Total

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	12		712.50	\$1,552.00	\$18,624
Mix 2	1 BR - 1 Bath	60% AMI	12		731.37	\$1,552.00	\$18,624
Mix 3	2 BR - 2 Bath	60% AMI	24		953.04	\$1,851.00	\$44,424
Mix 4	2 BR - 2 Bath	60% AMI	44		974.12	\$1,851.00	\$81,444
Mix 5	2 BR - 2 Bath	60% AMI	4		977.75	\$1,851.00	\$7,404
Mix 6	3 BR - 2 Bath	60% AMI	23		1142.08	\$2,125.00	\$48,875
Mix 7	3 BR - 2 Bath	60% AMI	1		1144.17	\$2,125.00	\$2,125
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0

L. UNIT DETAILS

Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
Mix 79									\$0
Mix 80									\$0
Mix 81									\$0
Mix 82									\$0
Mix 83									\$0
Mix 84									\$0
Mix 85									\$0
Mix 86									\$0
Mix 87									\$0
Mix 88									\$0
Mix 89									\$0
Mix 90									\$0
Mix 91									\$0
Mix 92									\$0
Mix 93									\$0
Mix 94									\$0
Mix 95									\$0
Mix 96									\$0
Mix 97									\$0
Mix 98									\$0
Mix 99									\$0
Mix 100									\$0
TOTALS			120	0					\$221,520

Total Units	120	Net Rentable SF:	TC Units	114,383.69
			MKT Units	0.00
			Total NR SF:	114,383.69

Floor Space Fraction (to 7 decimals) 100.00000%

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing		\$30,000
2. Office Salaries		\$97,846
3. Office Supplies		\$0
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$104,460
4.00% of EGI	\$870.50 Per Unit	
6. Manager Salaries		\$46,154
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$10,000
9. Auditing		\$10,000
10. Bookkeeping/Accounting Fees		\$0
11. Telephone & Answering Service		\$0
12. Tax Credit Monitoring Fee		\$4,200
13. Miscellaneous Administrative		\$39,231
Total Administrative		\$341,891

Utilities

14. Fuel Oil		\$0
15. Electricity		\$24,000
16. Water		\$39,000
17. Gas		\$0
18. Sewer		\$39,000
Total Utility		\$102,000

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$0
23. Trash Removal		\$12,000
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$0
28. Maintenance/Repairs Payroll		\$0
29. Repairs/Material		\$75,000
30. Repairs Contract		\$75,000
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$0
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$0
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$0
Totals Operating & Maintenance		\$162,000

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$249,900
39. Payroll Taxes	\$6,000
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$36,000
42. Fidelity Bond	\$10,000
43. Workman's Compensation	\$10,000
44. Health Insurance & Employee Benefits	\$10,000
45. Other Insurance	\$0
Total Taxes & Insurance	\$321,900

Total Operating Expense

\$927,791

Total Operating Expenses Per Unit	<u>\$7,732</u>	C. Total Operating Expenses as % of EGI	<u>35.53%</u>
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$36,000
---	-----------------

Total Expenses	\$963,791
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	7/10/2023	Richard Counselman
b. Site Acquisition	5/1/2024	Richard Counselman
c. Zoning Approval	3/1/2022	Richard Counselman
d. Site Plan Approval	1/15/2024	Richard Counselman
2. Financing		
a. Construction Loan		
i. Loan Application	9/15/2023	Richard Counselman
ii. Conditional Commitment		
iii. Firm Commitment	12/15/2023	Richard Counselman
b. Permanent Loan - First Lien		
i. Loan Application	9/15/2023	Richard Counselman
ii. Conditional Commitment		
iii. Firm Commitment	12/15/2023	Richard Counselman
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	6/14/2023	Richard Counselman
3. IRS Approval of Nonprofit Status	NA	
4. Closing and Transfer of Property to Owner	5/1/2024	Richard Counselman
5. Plans and Specifications, Working Drawings	9/15/2023	Richard Counselman
6. Building Permit Issued by Local Government	4/10/2024	Richard Counselman
7. Start Construction	5/1/2024	Richard Counselman
8. Begin Lease-up	6/5/2025	Steve Boyce
9. Complete Construction	10/30/2025	Richard Counselman
10. Complete Lease-Up	3/15/2026	Steve Boyce
11. Credit Placed in Service Date	3/15/2026	Richard Counselman

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	20,000,000	0	20,000,000	0
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
Total Structure	20,000,000	0	20,000,000	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	3,013,330	0	2,410,664	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	3,013,330	0	2,410,664	0
Total Structure and Land	23,013,330	0	22,410,664	0
r. General Requirements	687,554	0	687,554	0
s. Builder's Overhead (2.0% Contract)	470,769	0	470,769	0
t. Builder's Profit (2.4% Contract)	544,134	0	544,134	0
u. Bonds	92,308	0	92,308	0
v. Building Permits	60,000	0	60,000	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: SDI Insurance	323,026	0	323,026	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$25,191,121	\$0	\$24,588,455	\$0

O. PROJECT BUDGET - OWNER COSTS

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

MUST USE WHOLE NUMBERS ONLY!	Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		(D) "70 % Present Value Credit"
			"30% Present Value Credit"		
			(B) Acquisition	(C) Rehab/ New Construction	
2. Owner Costs					
a.	Building Permit	0	0	0	0
b.	Architecture/Engineering Design Fee \$4,344 /Unit)	521,260	0	521,260	0
c.	Architecture Supervision Fee \$566 /Unit)	67,893	0	67,893	0
d.	Tap Fees	2,124,420	0	2,124,420	0
e.	Environmental	31,615	0	31,615	0
f.	Soil Borings	11,538	0	11,538	0
g.	Green Building (Earthcraft, LEED, etc.)	34,615	0	34,615	0
h.	Appraisal	17,500	0	17,500	0
i.	Market Study	17,500	0	0	0
j.	Site Engineering / Survey	27,692	0	13,846	0
k.	Construction/Development Mgt	46,154	0	46,154	0
l.	Structural/Mechanical Study	46,154	0	46,154	0
m.	Construction Loan Origination Fee	0	0	0	0
	Construction Interest (0.0% for 24 months)	1,589,453	0	1,112,617	0
o.	Taxes During Construction	177,692	0	129,346	0
p.	Insurance During Construction	150,000	0	97,500	0
q.	Permanent Loan Fee (0.0%)	214,875	0	0	0
r.	Other Permanent Loan Fees	119,400	0	0	0
s.	Letter of Credit	12,500	0	12,500	0
t.	Cost Certification Fee	50,000	0	50,000	0
u.	Accounting	0	0	0	0
v.	Title and Recording	100,000	0	0	0
w.	Legal Fees for Closing	200,000	0	130,000	0
x.	Mortgage Banker	119,400	0	0	0
y.	Tax Credit Fee	99,551			
z.	Tenant Relocation	0	0	0	0
aa.	Fixtures, Furnitures and Equipment	300,000	0	144,000	0
ab.	Organization Costs	0	0	0	0
ac.	Operating Reserve	593,108	0	0	0
ad.	Contingency	1,256,556	0	1,256,556	0
ae.	Security	0	0	0	0
af.	Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

<input type="checkbox"/> ag. Servicing Reserve		0			
(1) Other* specify: City Proffers/Impact Fees	1,297,225	0	1,297,225	0	
(2) Other* specify:		0	0	0	
(3) Other* specify: Misc Soft Costs	253,846	0	63,462	0	
(4) Other* specify: Land/Rezoning Legal	100,000	0	0	0	
(5) Other* specify: Clubhouse Reimbursement	800,000	0	400,000	0	
(6) Other* specify: Pre-Development Interest	69,231	0	0	0	
(7) Other* specify:	0	0	0	0	
(8) Other* specify:	0	0	0	0	
(9) Other* specify:	0	0	0	0	
Owner Costs Subtotal (Sum 2A..2(10))	\$10,449,178	\$0	\$7,608,201	\$0	
Subtotal 1 + 2 (Owner + Contractor Costs)	\$35,640,299	\$0	\$32,196,656	\$0	
3. Developer's Fees	3,000,000	0	3,000,000	0	
Action: Provide Developer Fee Agreement (Tab A)					
4. Owner's Acquisition Costs					
Land	4,080,000				
Existing Improvements	0	0			
Subtotal 4:	\$4,080,000	\$0			
5. Total Development Costs					
Subtotal 1+2+3+4:	\$42,720,299	\$0	\$35,196,656	\$0	

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

(Provide documentation at Tab E)

\$3,804,300	Land
\$1,000	Building

Maximum Developer Fee:

\$3,607,624

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

\$253 **Meets Limits**
\$328

Proposed Development's Cost per Unit
Applicable Cost Limit per Unit:

\$322,002 **Proposed Cost per Unit exceeds limit**
\$315,423

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	42,720,299	0	35,196,656	0

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

0	35,196,656	0
---	------------	---

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

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

Total Adjusted Eligible basis	35,196,656	0
--------------------------------------	------------	---

5. Applicable Fraction	100.00000%	100.00000%	100.00000%
-------------------------------	------------	------------	------------

6. Total Qualified Basis (Eligible Basis x Applicable Fraction)	0	35,196,656	0
--	---	------------	---

7. Applicable Percentage <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>	4.00%	4.00%	4.00%
---	-------	-------	-------

8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)	\$0	\$1,407,866	\$0
--	-----	-------------	-----

(Must be same as BIN total and equal to or less than credit amount allowed)	\$1,407,866 Combined 30% & 70% P. V. Credit		
--	--	--	--

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. VHDA	09/15/23	12/15/23	\$23,880,000	Kristina Armistead
2.				
3.				
Total Construction Funding:			\$23,880,000	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. VHDA Tax Exempt	9/15/2023	12/15/2023	\$15,522,000	\$992,578	5.75%	40	40
2. VHDA REACH	9/15/2023	12/15/2023	\$8,358,000	\$416,062	3.95%	40	40
3. HOTC	7/24/2023	9/15/2023	\$4,999,500				
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$28,879,500	\$1,408,640			

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

Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$23,880,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	
k.	Other:	
l.	Other:	

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **60.80%**

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

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

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

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

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

c. **FALSE** Other _____

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

R. EQUITY

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		x Equity \$	= \$0
b. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$466,072	(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	\$466,072		

2. Equity Gap Calculation

a. Total Development Cost	\$42,720,299
b. Total of Permanent Funding, Grants and Equity	- \$29,345,572
c. Equity Gap	\$13,374,727
d. Developer Equity	- \$1,339
e. Equity gap to be funded with low-income tax credit proceeds	\$13,373,388

Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:			
Contact Person:		Phone:	
Street Address:			
City:	State:	Zip:	
b. Syndication Equity			
i. Anticipated Annual Credits	\$1,407,866.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.950		
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	\$1,407,725		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$13,373,388		
c. Syndication:	Public		
d. Investors:	Corporate		

4. Net Syndication Amount	\$13,373,388
Which will be used to pay for Total Development Costs	

5. Net Equity Factor	94.9999891506%
Must be equal to or greater than 85%	

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>\$42,720,299</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$29,345,572</u>
3. Equals Equity Gap		<u>\$13,374,727</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>94.9999891506%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$14,078,662</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,407,866</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,407,866</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$1,407,866</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$11,732.2167</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$5,866.1083</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	\$221,520
Plus Other Income Source (list): <u>App Fees;Washer Dryer / Water Sewer</u>	\$7,560
Equals Total Monthly Income:	\$229,080
Twelve Months	x12
Equals Annual Gross Potential Income	\$2,748,960
Less Vacancy Allowance <u>5.0%</u>	\$137,448
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$2,611,512

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$2,611,512
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$2,611,512
d. Total Expenses	\$963,791
e. Net Operating Income	\$1,647,721
f. Total Annual Debt Service	\$1,408,640
g. Cash Flow Available for Distribution	\$239,081

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	2,611,512	2,663,742	2,717,017	2,771,357	2,826,785
Less Oper. Expenses	963,791	997,524	1,032,437	1,068,572	1,105,972
Net Income	1,647,721	1,666,219	1,684,580	1,702,785	1,720,812
Less Debt Service	1,408,640	1,408,640	1,408,640	1,408,640	1,408,640
Cash Flow	239,081	257,579	275,940	294,145	312,172
Debt Coverage Ratio	1.17	1.18	1.20	1.21	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	2,883,320	2,940,987	2,999,806	3,059,803	3,120,999
Less Oper. Expenses	1,144,681	1,184,745	1,226,211	1,269,129	1,313,548
Net Income	1,738,639	1,756,241	1,773,595	1,790,674	1,807,450
Less Debt Service	1,408,640	1,408,640	1,408,640	1,408,640	1,408,640
Cash Flow	329,999	347,601	364,955	382,034	398,810
Debt Coverage Ratio	1.23	1.25	1.26	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	3,183,419	3,247,087	3,312,029	3,378,269	3,445,835
Less Oper. Expenses	1,359,522	1,407,106	1,456,354	1,507,327	1,560,083
Net Income	1,823,896	1,839,981	1,855,674	1,870,942	1,885,751
Less Debt Service	1,408,640	1,408,640	1,408,640	1,408,640	1,408,640
Cash Flow	415,256	431,341	447,034	462,302	477,111
Debt Coverage Ratio	1.29	1.31	1.32	1.33	1.34

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)
 Estimated Annual Percentage Increase in Expenses 3.50% (Must be > 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS: 4

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

Please help us with the process:

DO NOT use the CUT feature

DO NOT SKIP LINES BETWEEN BUILDINGS

Bldg #	BIN if known	TAX CREDIT UNITS	MARKET RATE UNITS	30% Present Value Credit for Acquisition			30% Present Value Credit for Rehab / New Construction			70% Present Value Credit							
				Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis		Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		24		TBD		Fredericksburg	VA	22405	\$0	\$7,039,331	03/15/26	4.00%	\$281,573				\$0
2.		24		TBD		Fredericksburg	VA	22405	\$0	\$7,039,331	03/15/26	4.00%	\$281,573				\$0
3.		36		TBD		Fredericksburg	VA	22405	\$0	\$10,558,997	03/15/26	4.00%	\$422,360				\$0
4.		36		TBD		Fredericksburg	VA	22405	\$0	\$10,558,997	03/15/26	4.00%	\$422,360				\$0
5.									\$0								\$0
6.									\$0								\$0
7.									\$0								\$0
8.									\$0								\$0
9.									\$0								\$0
10.									\$0								\$0
11.									\$0								\$0
12.									\$0								\$0
13.									\$0								\$0
14.									\$0								\$0
15.									\$0								\$0
16.									\$0								\$0
17.									\$0								\$0
18.									\$0								\$0
19.									\$0								\$0
20.									\$0								\$0
21.									\$0								\$0
22.									\$0								\$0
23.									\$0								\$0
24.									\$0								\$0
25.									\$0								\$0
26.									\$0								\$0
27.									\$0								\$0
28.									\$0								\$0
29.									\$0								\$0
30.									\$0								\$0
31.									\$0								\$0
32.									\$0								\$0
33.									\$0								\$0
34.									\$0								\$0
35.									\$0								\$0
								120									

0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$35,196,656

\$0

\$1,407,866

\$0

Number of BINS: 4

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:


1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

V. STATEMENT OF OWNER

- 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 agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. 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: Stafford Lofts Phase II, L.P.
By: Stafford Lofts Phase II GP, L.L.C.

By: 
Its: Manager
(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Thomas F. Smith, III
Virginia License#:	0401010944
Architecture Firm or Company:	TS3 Architects, P.C.

By: 

Its: Principle (Title)

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

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			53.9%
<input type="radio"/> b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.0%
<input type="radio"/> c. HUD 504 accessibility for 10% of units	N	0 or 20	0.0%
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.0%
e. Provides telephonic or virtual health services	N	0 or 15	0.0%
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.0%
g. Development will be Green Certified	Y	0 or 10	10.0%
h. Units constructed to meet Virginia Housing's Universal Design standards	0%	Up to 15	0.0%
i. Developments with less than 100 low income units	N	up to 20	0.0%
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.0%
Total:			73.9%

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$142,300	\$71,300

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.0%
b. <plus> Percent of Low Income units with 3 or more bedrooms	20.00%	Up to 15	15.0%
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.0%
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.0%
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.0%
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.0%
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.0%
Total:			30.0%

5. SPONSOR CHARACTERISTICS:

<input type="radio"/> a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.0%
<input type="radio"/> b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.0%
c. Developer experience - life threatening hazard	N	0 or -50	0.0%
d. Developer experience - noncompliance	N	0 or -15	0.0%
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.0%
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.0%
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.0%
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.0%
i. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.0%
j. Management company rated unsatisfactory	N	0 or -25	0.0%
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.0%
Total:			20.0%

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.0%
b. Cost per unit		Up to 100	45.9%
Total:			134.9%

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.0%
<input type="radio"/> b. Nonprofit or LHA purchase option	N	0 or 60	0.0%
<input type="radio"/> c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.0%
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.0%
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.0%
<input type="radio"/> f. Team member with Diversity, Equity and Inclusion Designation	N	0 or 5	0.0%
<input type="radio"/> Commitment to electronic payment of fees	Y	0 or 5	5.0%
Total:			5.0%

400 Point Threshold - all 9% Tax Credits

TOTAL SCORE: 313.8%

300 Point Threshold - Tax Exempt Bonds



Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	24.99
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	10.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>53.99</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
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>

Total amenities: 53.99

X. Development Summary

Summary Information 2023 Low-Income Housing Tax Credit Application For Reservation

Development Name: MAINLINE Apartments Phase II	
Cycle Type: 4% Tax Exempt Bonds Credits	Requested Credit Amount: \$1,407,866
Allocation Type: New Construction	Jurisdiction: Stafford County
Total Units: 120	Population Target: General
Total LI Units: 120	
Project Gross Sq Ft: 152,899.56	Owner Contact: Richard Counselman
Green Certified? TRUE	

Total Score 313.89

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$28,879,500	\$240,663	\$189	\$1,408,640
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$23,013,330	\$191,778	\$151	53.87%
General Req/Overhead/Profit	\$1,702,457	\$14,187	\$11	3.99%
Other Contract Costs	\$475,334	\$3,961	\$3	1.11%
Owner Costs	\$10,449,178	\$87,076	\$68	24.46%
Acquisition	\$4,080,000	\$34,000	\$27	9.55%
Developer Fee	\$3,000,000	\$25,000	\$20	7.02%
Total Uses	\$42,720,299	\$356,002		

Total Development Costs

Total Improvements	\$35,640,299
Land Acquisition	\$4,080,000
Developer Fee	\$3,000,000
Total Development Costs	\$42,720,299

Proposed Cost Limit/Sq Ft:	\$253
Applicable Cost Limit/Sq Ft:	\$328
Proposed Cost Limit/Unit:	\$322,000
Applicable Cost Limit/Unit:	\$315,423

Income		
Gross Potential Income - LI Units	\$2,748,960	
Gross Potential Income - Mkt Units	\$0	
Subtotal	\$2,748,960	
Leasing Vacancy %	5.00%	\$137,448
Effective Gross Income	\$2,611,512	

Rental Assistance? FALSE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	24
# of 2BR	72
# of 3BR	24
# of 4+ BR	0
Total Units	120

Expenses		
Category	Total	Per Unit
Administrative	\$341,891	\$2,849
Utilities	\$102,000	\$850
Operating & Maintenance	\$162,000	\$1,350
Taxes & Insurance	\$321,900	\$2,683
Total Operating Expenses	\$927,791	\$7,732
Replacement Reserves	\$36,000	\$300
Total Expenses	\$963,791	\$8,032

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	120	120
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Cash Flow	
EGI	\$2,611,512
Total Expenses	\$963,791
Net Income	\$1,647,721
Debt Service	\$1,408,640
Debt Coverage Ratio (YR1):	1.17

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

If the Combined Max Allowable Credits 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.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$1,407,866
Credit Requested	\$1,407,866
% of Savings	0.00%
Sliding Scale Points	89

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 cost 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.

Total Costs Less Acquisition	\$38,640,299	
Total Square Feet	152,899.56	
Proposed Cost per SqFt	\$252.72	
Applicable Cost Limit per Sq Ft	\$328.00	
% of Savings	22.95%	
Total Units	120	
Proposed Cost per Unit	\$322,002	
Applicable Cost Limit per Unit	\$315,423	
% of Savings	-2.09%	
Max % of Savings	22.95% Sliding Scale Points	45.90

Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal
(MANDATORY)

**AGREEMENT OF LIMITED PARTNERSHIP
OF
STAFFORD LOFTS PHASE II, L.P.**

THIS AGREEMENT OF LIMITED PARTNERSHIP, made as of June 14, 2023, by and among the undersigned partners, who hereby form **STAFFORD LOFTS PHASE II, L.P.**, a Virginia limited partnership (the "Partnership"), in accordance with the Revised Uniform Limited Partnership Act of Virginia upon the following terms and conditions.

WITNESSETH:

WHEREAS, the Partnership was formed in accordance with the Act upon the issuance by the State Corporation Commission of Virginia of a Certificate of Limited Partnership on June 14, 2023; and

WHEREAS, the undersigned Partners desire to form and operate the Partnership for the purpose of developing, constructing, owning and operating an affordable housing project in Stafford, Virginia, to be financed in part by low income housing tax credits in accordance with Code Section 42.

NOW, THEREFORE, the Partners hereby agree as follows:

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

The name of the Partnership is **STAFFORD LOFTS PHASE II, L.P.**, and the post office address of its principal place of business and specified office is 440 Monticello Avenue, Suite 1700, Norfolk, Virginia 23510. The name of the registered agent is Thomas G. Johnson, Jr., who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar. The registered agent's post office address is 440 Monticello Avenue, Suite 2200, Norfolk, Virginia 23510. The Partnership shall keep the following records at its specified office: (a) a current list of the full name and last known business address of each Partner set forth in alphabetical order, (b) a copy of the Certificate of Limited Partnership and all Certificates of Amendment thereto, all as filed with the State Corporation Commission of Virginia, together with executed copies of any powers of attorney under which any Certificate has been executed, (c) copies of the Partnership's federal, state, and local income tax returns and reports, if any, for the three (3) most recent Fiscal Years, and (d) copies of any then effective written Agreements (and amendments thereto) and any financial statements of the Partnership for the three (3) most recent Fiscal Years. Such records are subject to inspection and copying at the reasonable request, and at the expense, of any Partner during ordinary business hours.

2. DEFINITIONS.

The following terms used in this Agreement shall have the following respective meanings:

A. Act.

The Revised Uniform Limited Partnership Act of Virginia, as amended from time to time.

B. Affiliate.

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

C. Agreement.

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

D. Capital Account.

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

E. Capital Calls.

The assessments for additional contributions described in Section 5.C.

F. Capital Contributions.

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

G. Code.

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

H. Defaulting Partner.

The meaning set forth in Section 5.D(1).

I. Fiscal Year.

The accounting period of the Partnership.

J. Gain from Sale or Loss from Sale.

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

K. General Partner.

Stafford Lofts Phase II GP, L.L.C., a Virginia limited liability company, and any other Person as may become General Partner hereunder, or any successors appointed under this Agreement.

L. Gross Asset Value.

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

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

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

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

(4) The Gross Asset Values of partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets in accordance with Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts in accordance with Regulations Section 1.704-

1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted under this Section 2.L(4) to the extent the Partners determine that an adjustment under Section 2.L(2) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment under this Section 2.L(4). If the Gross Asset Value of an asset has been determined or adjusted under Sections 2.L(1), 2.L(2) or 2.L(4) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Taxable Income or Taxable Loss.

M. Interest.

The ownership interest, expressed as a percentage, of an equity owner in the Partnership at any particular time, initially as set forth in Exhibit A, including the right of the equity owner to any and all financial benefits to which the equity owner is entitled and obligations to which it is subject under the Agreement.

N. Limited Partners.

Miles B. Leon, Richard T. Counselman, Thomas G. Johnson, III, Nusbaum Associates, L.P., and any Persons who are admitted to the Partnership as additional or substituted Limited Partners.

O. Minimum Gain.

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

P. Modified Negative Capital Account.

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

Q. Net Cash from Operations.

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

R. Net Proceeds from Financing.

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

S. Net Proceeds from Sale.

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

T. Partner.

A partner of the Partnership of any class.

U. Partnership.

Stafford Lofts Phase II, L.P., the Virginia limited partnership existing under this Agreement.

V. Person.

An individual, proprietorship, trust, estate, limited or general partnership, joint venture, association, limited liability company, corporation or other entity.

W. Prime Rate.

The prime rate (or base rate) reported in the "Money Rates" column or section of The Wall Street Journal as being the base rate on corporate loans at larger U.S. Money Center banks on the first date on which The Wall Street Journal is published in each month.

In the event The Wall Street Journal ceases publication of the Prime Rate, then the "Prime Rate" shall mean the "prime rate" or "base rate" announced by the bank with which the Partnership has its principal banking relationship (whether or not such rate has actually been charged by that bank) or as otherwise designated by the General Partner. In the event that bank discontinues the practice of announcing that rate, Prime Rate shall mean the highest rate charged by that bank on short-term, unsecured loans to its most credit-worthy large corporate borrowers, unless otherwise designated by the General Partner.

X. Project.

As described in Section 3, a phase of an affordable housing project located in Stafford, Virginia, and the real property described more specifically on Exhibit B, upon which the affordable housing project will be built.

Y. Regulations.

Regulations issued under the Code by the United States Department of the Treasury, as amended from time to time.

Z. Taxable Income or Taxable Loss.

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

AA. Tax Matters Partners.

The "Tax Matters Partner" of the Partnership, as provided in the Regulations promulgated under Code Section 6231, and the "Partnership Representative" of the Partnership for any tax period subject to Code Section 6223, as amended by the Bipartisan Budget Act of 2015, as amended, or any similar procedures established by a state, local, or non-U.S. taxing authority with jurisdiction over the Partnership.

3. **BUSINESS OF THE PARTNERSHIP.**

The business of the Partnership shall be developing, constructing, owning and operating a phase of an affordable housing project located in Stafford, Virginia, to be financed in part by low-income housing tax credits in accordance with Code Section 42, and engaging in any and all business activities related or incidental thereto.

4. **TERM.**

The Partnership is formed on the date hereof and shall continue until December 31, 2080, unless sooner terminated in accordance with this Agreement.

5. **PARTNERS AND CAPITAL.**

A. General Partner: Capital Contributions.

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

Stafford Lofts Phase II GP, L.L.C.
440 Monticello Avenue
Suite 1700
Norfolk, VA 23510

The Interest and Capital Contribution of the General Partner is as set forth on Exhibit A. The above named General Partner shall be the sole general partner and shall not be removed without a unanimous vote of all Partners.

B. Limited Partners: Capital Contribution.

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

C. Additional Assessments for Capital Contributions.

If, in the opinion of the General Partner, in its discretion, additional capital is needed by the Partnership, the Partners, in proportion to their Interests, shall (within fifteen (15) days after notice from the General Partner is given stating the amount of and the need for the Capital Call and the purposes for which the Capital Call is required) contribute in cash the additional capital specified in the notice. The maximum additional capital that can be required to be contributed under this Section 5.C is ten thousand dollars (\$10,000) in the aggregate.

D. Default Remedy.

(1) If a Partner fails to pay any of its Capital Call by the due date therefor, it shall be deemed a Defaulting Partner. The amount in default shall bear interest from the date of default until the date of payment at the Prime Rate plus three percent (3%) per annum, adjusted and published from time to time. The obligation to pay interest shall be the obligation of the Defaulting Partner only, regardless of whether its Interest is purchased under this Section 5.D.

(2) Upon a default described in Section 5.D(1), the General Partner may proceed to pursue any and all available legal remedies against the Defaulting Partner to collect the amount due. If a Defaulting Partner remains in default for more than sixty (60) days after the General Partner sends notice of default, the General Partner may, by notice to the Defaulting Partner, cause the Defaulting Partner's entire Interest in the Partnership to be transferred to the other Partners in proportion to their respective Interests. If the General Partner so elects to transfer the Interest of the Defaulting Partner to the other Partners, such transfer shall constitute full payment to the Partnership of all amounts due from the Defaulting Partner. Additionally, the General Partner may offer to sell, for the price hereafter specified, the entire Interest of the Defaulting Partner, including all profits, losses and distributions attributable to such Interest, to (in the following order) (i) the non-defaulting Partners, (ii) the Partnership, or (iii) any Person not then a Partner, on the terms and conditions hereafter specified.

(3) Any Limited Partner who buys any Interest from a Defaulting Partner shall become a substituted Limited Partner with respect thereto. Any purchaser from a

Defaulting Partner who, at the time of purchase, is not a Partner shall, with the consent of the General Partner, become a substituted Limited Partner upon such purchaser's agreeing to be bound by this Agreement.

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

(5) Notwithstanding the foregoing, the obligations of the Defaulting Partner to the Partnership shall not be extinguished by any such purchase, but only by, and to the extent of, the Capital Contributions made in its place by the purchaser of its Interest, or by the transfer to the other Partners of the Defaulting Partner's Interest (without purchase), after notice, as provided in Section 5.D(2). If no purchase or transfer occurs, then unless and until the Defaulting Partner's default is cured, any distributions in respect of the Interest of the Defaulting Partner shall be applied first to interest on the defaulted amount, and second to the principal amount in default.

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

E. Additional Provisions on Capital and Obligations of Partners.

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

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

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

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

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

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

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

6. **ALLOCATIONS AND DISTRIBUTIONS.**

A. **Net Cash from Operations.**

Subject to Section 9.B(1), Net Cash from Operations for any Fiscal Year shall be allocated and distributed among the Partners in proportion to their respective Interests.

B. **Taxable Income, Taxable Loss and Credits.**

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

C. **Net Proceeds from Financing.**

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

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

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

D. **Gain from Sale.**

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

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

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

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

E. **Loss from Sale.**

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

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

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

F. Net Proceeds from Sale.

Net Proceeds from Sale shall be allocated and distributed among the Partners first in the proportion that the positive Capital Account of each bears to the aggregate positive Capital Accounts (after the allocations and distributions otherwise provided in this Section 6) until all Capital Accounts have been reduced to zero; and the balance in proportion to their Interests.

G. Mid-Year Transfers.

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

(2) All allocations of Gain from Sale or Loss from Sale and distributions of Net Proceeds from Sale or Net Proceeds from Financing with respect to any Interest that has been transferred during the Fiscal Year shall be allocated and distributed, respectively, to the holder of the Interest on the date of occurrence of the event giving rise to the Net Proceeds from Sale or Net Proceeds from Financing, as applicable. Notwithstanding the foregoing, Gains from Sale or Losses from Sale attributable to, and Net Proceeds from Sale or Net Proceeds from Financing that represent, Net Proceeds from Sale or Net Proceeds from Financing not received by the Partnership as cash upon occurrence of the event giving rise to Net Proceeds from Sale or Net Proceeds from Financing but that will be received later by the Partnership as a result of an installment or other deferred sale shall be allocated or distributed, as the case may be, to the holder of the Interest on the date the cash is received by the Partnership.

H. Minimum Allocation to General Partner.

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

I. Minimum Gain Chargeback.

(1) Notwithstanding any other provision of this Agreement, if there is a net decrease in the Partnership's Minimum Gain during any Fiscal Year, each Partner who would otherwise have a Modified Negative Capital Account at the end of such Fiscal Year shall be

specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount and manner sufficient to eliminate such Modified Negative Capital Account as quickly as possible. The items to be so allocated shall be determined in accordance with Regulations Section 1.704-1(b)(4)(iv)(e). This Section 6.I is intended to comply with the minimum gain chargeback requirement in such Section of the Regulations and shall be interpreted consistently therewith.

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

J. Qualified Income Offset.

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

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

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

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

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

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

A. Rights and Powers of the General Partner.

(1) The General Partner shall have the exclusive right to manage the Partnership, and to make all decisions regarding the Partnership. No Limited Partner (except one

who may also be a General Partner, and then only in its capacity as General Partner) shall participate in or have any control over the Partnership or have any authority or right to act for or bind the Partnership.

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

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

(b) To execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, management, maintenance and operation of any properties in which the Partnership has an interest, including without limitation, necessary easements to public or quasi-public bodies or public utilities.

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

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

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

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

(g) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment

of the purposes of the Partnership, so long as those activities and contracts may be lawfully carried on or performed by a limited partnership under applicable laws and regulations.

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

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

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

(5) Stafford Lofts Phase II GP, L.L.C. shall be the Tax Matters Partner for purposes of the Code and shall have full authority to take any action on behalf of the Partnership or the Partners with respect to administrative or judicial tax proceedings as the Code and Regulations permit.

(6) In addition to the foregoing rights, powers and authority, the General Partner is specifically authorized, on behalf of the Partnership, to execute and deliver any documents, instruments, notes, deeds of trust, other security documents and other agreements, and to take all actions they deem necessary or appropriate (a) for the Partnership to apply to VHDA and/or HUD for affordable housing tax credits and financing for the Project, and (b) for the Partnership to obtain a tax credit investor, as more specifically set forth in Section 15.C.

(7) All actions taken by the General Partner on behalf of the Partnership before the date of this Agreement are ratified and confirmed.

(8) Any Person dealing with the Partnership or the General Partner may rely upon a certificate signed by the Managing General Partner (defined below) hereinafter named as to:

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

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

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

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

B. Managing General Partner.

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

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

8. RIGHTS AND POWERS OF THE LIMITED PARTNERS.

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

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

A. General Dealings with Affiliates.

The General Partner, in its discretion, may engage any Person in which it, any Partner, or any Affiliate thereof may have an interest, at reasonable and competitive rates of compensation for the performance of any and all services or purchase of goods or other property that may at any time be necessary, proper, convenient, or advisable in carrying on the business and affairs of the Partnership or disposing of some or all of its assets; provided, that the compensation

or price therefor shall not exceed those prevailing in arm's length transactions by others rendering similar services in comparable transactions as an on-going activity in the same geographical area.

B. Specific Dealings with Affiliates.

The General Partner is expressly authorized to cause the Partnership to enter into any of the arrangements set forth in this Section 9.B:

(1) Stafford Lofts Phase II Developers, L.L.C., an Affiliate of the General Partner, will provide development services to the Partnership and will be entitled to receive all development fees paid by the Partnership. If the Partnership is unable to pay all of the development fee when due, Stafford Lofts Phase II Developers, L.L.C., will be entitled to receive all distributions of Net Cash from Operations until the development fee is paid in full.

(2) The Partnership will pay a mortgage banking fee of one percent (1%) of the amount of the loan obtained for the Project, to S.L. Nusbaum Mortgage Co.

(3) S.L. Nusbaum Realty Co., an Affiliate of the General Partner, will manage the Project for a four percent (4%) management fee and one percent (1%) asset management fee, as set forth more fully in a management agreement between S.L. Nusbaum Realty Co. and the Partnership.

C. Reimbursement for Expenses.

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

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

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

11. BANK ACCOUNTS.

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

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

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

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

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

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

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

13. MEETINGS.

Meetings of the Partners shall be held at the principal office of the Partnership or at such other place as is designated, upon call of the General Partner or Limited Partners owning forty percent (40%) of the Interests then outstanding, upon prior written notice of at least ten (10) days. Partners may participate in a meeting of the Partners by conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and such participation shall constitute presence in person at the meeting.

14. INDEMNIFICATION AND EXCULPATION OF GENERAL PARTNER.

A. Exculpation of the General Partner.

The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or to any Partner, or to any successor, assignee or transferee of the Partnership or to any Partner, for any losses, claims, damages or liabilities arising

from (i) any act performed, or the omission to perform any act, within the scope of the authority conferred on the General Partner by this Agreement, except by reason of acts or omissions of the General Partner found by a court of competent jurisdiction upon entry of a final judgment to be due to bad faith, fraud, willful misconduct or a knowing violation of the criminal law; (ii) the performance by the General Partner of, or the omission to perform, any acts on advice of legal counsel, accountants or other professional consultants to the Partnership; or (iii) the negligence, dishonesty or bad faith of any consultant, employee or agent of the Partnership selected or engaged by the General Partner in good faith.

B. Indemnification and Advances to the General Partner and Other Persons.

(1) The Partnership shall, subject to the limitations of Section 14.B(5), indemnify, defend and hold the General Partner harmless from and against, and may, subject to the limitations of Section 14.B(5), indemnify, defend and hold the Partnership's and the General Partner's respective Affiliates, agents, employees, advisors, consultants and other independent contractors, harmless from and against, any loss, liability, damage, fine, judgment, penalty, attachment, cost or expense, including reasonable attorneys' fees, arising from any demands, claims or lawsuits against the General Partner or the Partnership's and the General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors, in or as a result of or relating to its capacity, actions or omissions as the General Partner, or as an Affiliate, agent, employee, advisor, consultant or other independent contractor of the Partnership or the General Partner, or arising from or relating to the business or activities undertaken on behalf of the Partnership, including, without limitation, any demands, claims or lawsuits initiated by a Partner; provided that the acts or omissions of the General Partner or the Partnership's or General Partner's Affiliates, agent, employee, advisor, consultant or other independent contractor seeking indemnification are not found by a court of competent jurisdiction upon entry of a final judgment to be the result of bad faith, fraud, willful misconduct, or a knowing violation of the criminal law of the Person seeking indemnification, or to have violated such a lesser standard of conduct as under applicable law affirmatively prevents indemnification hereunder. The termination of any action, suit or proceeding by judgment, order, settlement, plea of nolo contendere or its equivalent, or conviction shall not, of itself, create a presumption that the General Partner or the Partnership's or General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors is not entitled to indemnification hereunder or that General Partner or the Partnership's or General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors did not act in good faith and in a manner that it or they reasonably believed to be in or not opposed to the best interests of the Partnership.

(2) The General Partner shall be entitled to receive, upon application therefor (subject to the limitations of Section 14.B(5)), and the Partnership's or the General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors may, subject to the approval of the General Partner and the limitations of Section 14.B(5), be entitled to receive (subject to the limitations of Section 14.B(5)), advances from the Partnership to cover the costs of defending any claim or action against them relating to their acts or omissions as General Partner, or as an Affiliate, agent, employee, advisor, consultant or other independent contractor of the Partnership or General Partner or otherwise relating to the Partnership; provided, however, that such advances shall be repaid to the Partnership (with interest thereon at an annual rate equal to the Prime Rate in effect from time to time but not to exceed the

maximum permitted by applicable law) if the General Partner or the Partnership's or General Partner's Affiliate, agent, employee, advisor, consultant or other independent contractor who receives such advance is found by a court of competent jurisdiction upon entry of a final judgment to have violated any of the standards set forth in Section 14.B(1) as standards that preclude indemnification hereunder. All rights of the General Partner or the Partnership's or General Partner's respective Affiliates, agents, employees, advisors, consultants or other independent contractors to indemnification as herein provided shall survive the dissolution of the Partnership and the death, withdrawal, incompetency, dissolution, liquidation or Bankruptcy of any General Partner or Limited Partner or any such other Person, and shall inure to the benefit of their heirs, personal representatives, successors and assigns.

(3) In the event the indemnification obligation of this Section 14 shall be deemed unenforceable to any extent by a court of competent jurisdiction, such unenforceable portion shall be modified or stricken so as to give effect to this Section 14 to the fullest extent permitted by law.

(4) The right of indemnification hereby provided shall not be exclusive of or affect any other rights that the General Partner or any of its Affiliates may have. Nothing contained in this Section 14 shall limit any lawful rights to indemnification existing independently of this Section 14.

(5) Notwithstanding anything contained herein to the contrary, any amount that the General Partner or any of the Partnership's or General Partner's respective Affiliates, agents, employees, advisors, consultants and other independent contractors is entitled to receive under this Section 14 shall be paid out of the assets of the Partnership and any insurance proceeds available to the Partnership for such purposes, only. Notwithstanding anything contained herein to the contrary or under any law, no Partner of the Partnership shall be personally liable for the payment of any amount that the General Partner or an Affiliate, agent, employee, advisor, consultant or other independent contractor of the Partnership or the General Partner is entitled to receive under this Section 14, to make any Capital Contribution to the Partnership or to return any capital distribution made to it by the Partnership or to restore any negative Capital Account balance of that Partner, to enable the Partnership to make any payment under this Section 14.

C. Scope.

No amendment, modification, or repeal of this Agreement shall diminish the rights or protection provided in this Section 14 with respect to any claim, issue, or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act before the amendment, modification, or repeal.

15. ASSIGNABILITY OF PARTNERSHIP INTERESTS.

A. General Partner.

The General Partner may not assign, pledge or encumber its Interest in the Partnership without the prior written consent of Partners owning fifty-one percent (51%) of the total Interests. Provided the foregoing consent is obtained and unless otherwise agreed in writing by all Partners, the assignee of any portion of the Interest of the General Partner shall become a

Limited Partner with the rights of the General Partner before the assignment, except any right to manage and control the Partnership's business and to receive the minimum allocations under Section 6.H. Notwithstanding anything contained herein to the contrary, any attempted transfer, pledge, or other conveyance or encumbrance of a General Partner's Interest in violation of the restrictions of this Section 15.A shall be void and of no force or effect.

B. Limited Partners.

(1) Pledge or Encumbrance. No Limited Partner may pledge or encumber all or any part of its Interest, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise, without the written consent of the General Partner. Any attempted pledge or encumbrance without the written consent of the General Partner shall be void and of no force or effect. If the Interest that is the subject of the pledge or encumbrance is acquired by another Person, that Person shall have only the rights of an assignee that has not become a substituted Limited Partner under Section 15.B(3) and may not be admitted as a substituted Limited Partner without the satisfying the conditions for admission in Section 15.B(3).

(2) Assignment.

(a) Subject to the other subsections of this Section 15.B(2), a Limited Partner may assign some or all of its Interest by a duly executed, written instrument of assignment upon first obtaining the written consent of the General Partner, which consent shall not be unreasonably withheld. The effective date of the assignment shall be the first day of the month following the date on which the General Partner has received a duly executed counterpart of the instrument of assignment and has consented to the assignment. Until that date, the General Partner and the Partnership shall treat the assignor as the owner of the Interest in all respects.

(b) If a Limited Partner wishes to assign all or a part of its Interest in the Partnership, it shall notify the Partnership and the Partners in writing of the Interest it desires to sell and the price and terms upon which it is willing to sell that Interest. The Partnership shall have the option, exercisable within fifteen (15) days after receipt of the notice, to purchase the entire offered Interest upon the price and terms stated in the notice. The Partnership's option may be exercised by giving notice to the offering Limited Partner within the foregoing fifteen (15) day period. If the Partnership does not exercise its option, then the other Partners shall have the option, exercisable within fifteen (15) days after lapse of the Partnership's option, to purchase the entire offered Interest upon the price and terms stated in the notice. The Partners' option may be exercised by giving notice to the selling Limited Partner within the fifteen (15) day period commencing the day after the lapse of the Partnership's option. If more than one (1) Partner desires to exercise the Partners' option, they may purchase the offered Interest in proportion to their respective Interests set forth on Exhibit A unless they otherwise agree. If no Partners elects to purchase the entire offered Interest, then the offering Limited Partner may assign its Interest to Persons other than the Partnership or the Partners at a price not below nor upon terms more advantageous to the buyer than those contained in the notice; provided, however, that all of the other conditions of this Section 15.B(2) shall have been satisfied. If the assignment to the other Person is not made and consummated within six (6) months after the date of the notice to the Partnership and the Partners, the selling Limited Partner may not thereafter dispose of its Interest

without again giving the Partnership and the Partners the options to purchase its Interest as aforesaid.

(c) No assignment of an Interest may be made if the assignment of the Interest sought to be assigned, when added to the total of all other Interests sold or exchanged within the period of 12 consecutive months prior thereto, would, in the opinion of counsel for the Partnership, result in the Partnership being considered to have terminated within the meaning of Code Section 708 unless, in the opinion of counsel to the Partnership, that termination will not have a substantial adverse effect upon the remaining Partners.

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

(e) No assignment may be made to a minor or incompetent Person.

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

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

(h) Notwithstanding anything contained herein to the contrary, any attempted transfer or other conveyance by a Limited Partner of an Interest in violation of the applicable restrictions of this Section 15 shall be void and of no force or effect.

(3) Substituted Limited Partners.

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

(a) The requirements of Section 15.B(2) have been fulfilled.

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

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

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

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

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

(4) Assignment Regarding Decedent's Estate.

The Partners recognize that the Partnership has no obligation to admit new Limited Partners as a result of the death of a Limited Partner, because such assignment and substitution requires the written consent of the General Partner in accordance with Section 15.B(3)(d). Upon the death of any Limited Partner, the assignee or assignees of the deceased Limited Partner shall not become a substituted Limited Partner unless they organize a single limited liability company at their expense that will be admitted to the Partnership as a single Limited Partner with perpetual existence. The Partners further agree that the sale, assignment, gift, bequest, disposition or other transfer of any kind of a beneficial interest in such limited liability company or other entity shall constitute an assignment requiring written consent of the General Partner as provided in Section 15.B(3)(d).

(5) Excluded Transfers.

(a) Section 15.B(2) shall not apply to any transfer or assignment of an Interest of a bankrupt, deceased or incompetent Partner to the trustee, executor, administrator or guardian of his estate, but shall apply to such trustee, executor, administrator or guardian to the same extent that, under the circumstances of any particular transfer, sale, assignment, gift, bequest or other disposition, such provision would have applied to the bankrupt, deceased or incompetent Partner.

(b) Subject to Section 15.B(4), the restrictions of Section 15.B(2) and the requirement of the General Partner's consent under Section 15.B(3)(d) shall not apply to the transfer or assignment (in trust or otherwise) by a Partner, whether on death or inter vivos, of all or any part of his Interest (i) to another Partner, (ii) to or for the benefit of himself, his spouse, his siblings, any of his natural or adopted descendants or the spouse of any such descendants, or (iii) in the case of a corporate Partner, to a parent, subsidiary, stockholder, officer,

director or corporation under common control with such corporate Partner, except that a transfer described in this Section 15.B(5)(b) may be deferred or restricted as required by any applicable federal or state securities and/or tax laws.

C. Tax Credit Syndication.

The Partners acknowledge that the business of the Partnership may involve the construction of the Project funded in part through tax credits ("Credits"), allocated in accordance with the Partners' Interests, and that the General Partner may seek a tax credit investor (an "Investor") that will contribute capital to the Partnership in exchange for substantially all of the Interests in the Partnership. The General Partner shall have sole discretion to determine the terms upon which the Investor becomes a Partner in the Partnership. The Limited Partners agree to withdraw jointly from the Partnership upon the admission of an Investor if required by the General Partner, provided that the Limited Partners each receive (i) the return of any Capital Contributions not previously repaid, (ii) repayment of any loans the Limited Partner extended to the Partnership and (iii) indemnification from any liabilities arising out of the operation of the Partnership subsequent to its withdrawal, and provided that no Limited Partner shall be required to make any representations or warranties to any Investor except that it has not encumbered its Interest and that upon its withdrawal, it has no claims against the Partnership other than for indemnification as provided in clause (iii) above.

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

Death, legal disability or adjudication of disability, incompetency or bankruptcy of a Limited Partner shall not dissolve the Partnership. In such event, the personal representative of the deceased Limited Partner, or the committee or other legal representatives of the estate of the disabled or incompetent Limited Partner or the trustee or receiver of a bankrupt Limited Partner shall, for purposes of settling the estate, have all of the rights of a Limited Partner but may not become a substituted Limited Partner unless the General Partner consents in writing. In addition, subject to Section 15.B(4), such personal representative, committee or other legal representative, or trustee or receiver shall have the same rights (subject to the same limitations) as its predecessor would have had under Section 15 to assign the predecessor's Partnership interest, but the assignee shall not become a substituted Limited Partner unless the General Partner consents in writing.

17. DISSOLUTION OF THE PARTNERSHIP.

A. Events Causing Dissolution.

Any of the following acts shall dissolve the Partnership:

- (1) Agreement in writing by Partners owning fifty-one percent (51%) of the total Interests.
- (2) Withdrawal of a sole remaining General Partner.
- (3) The death, incompetency, liquidation, dissolution or bankruptcy of a sole remaining General Partner or the occurrence of any other event causing the dissolution of

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

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

B. Election to Continue Partnership.

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

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

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

C. Failure to Continue Partnership.

If the Limited Partners do not elect to reconstitute the Partnership and continue the Partnership business as set forth in Section 17.B, Partners owning in the aggregate a majority of the Interests shall select a Person to wind up the Partnership's affairs. The Person so selected shall proceed to sell or otherwise liquidate all of the Partnership property in a bona fide sale or sales to outsiders at such prices and upon such terms as that Person may deem most advisable. Such sales shall be deemed to be proper acts in the winding up of the affairs of the dissolved Partnership and the Net Proceeds of Sale, after paying or providing for the payment of all Partnership debts, shall be distributed to the Partners in accordance with Section 6.F. Upon the termination of the Partnership, the General Partner shall contribute to the Partnership an amount equal to the deficit balance in their Capital Account at such time and in such manner as shall comply with the requirements of Regulations Section 1.704-1(b)(2)(ii)(b)(3).

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

The withdrawal of a General Partner shall not dissolve the Partnership if there is then at least one (1) remaining General Partner, in which case the business of the Partnership shall be carried on by the remaining General Partner or General Partners. In such event, the withdrawing General Partner shall become a special Limited Partner with respect to its Interest, with the same rights as it possessed before the event of withdrawal, except any right to manage and control the Partnership's business and affairs.

18. COUNTERPARTS.

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

19. MISCELLANEOUS PROVISIONS.

A. Governing Law.

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

B. Captions.

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

C. Construction.

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

D. Survival of Representations and Warranties.

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

E. Severability.

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

F. Successors.

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

20. NOTICES.

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

21. AMENDMENT.

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

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

C. This Agreement may further be amended by the General Partner without the approval of any Limited Partner if the amendment is, in the opinion of counsel for the Partnership, necessary or appropriate to satisfy requirements of the Code with respect to partnerships or of any federal or state securities laws or regulations. Any amendment made under this Section 21.C may be made effective as of the date of this Agreement.

D. Notwithstanding Sections 21.A, 21.B and 21.C, any amendment to this Agreement that would adversely affect the federal income tax treatment to be afforded a Limited Partner, adversely affect the liabilities of a Limited Partner, or change the method of allocation of Taxable Income, Taxable Loss, Gain from Sale or Loss from Sale, or the distribution of Net Cash from Operations, Net Proceeds from Sale or Net Proceeds from Financing as provided in Section 6, shall require the approval of the Limited Partner affected; provided, however, that the General Partner is authorized to modify Section 6, without the consent of the Limited Partners, if, upon advice of counsel, the modification is necessary to cause the allocations under Section 6 to have substantial economic effect or to be in accordance with the Partners' deemed interests under Code Section 704 and the most recently proposed or final Regulations thereunder, so long as the modification does not, by its terms, alter the limited liability of the Limited Partners or have a material effect on the amounts distributable to any Partner under this Agreement.

E. Any amendment that modifies the rights or duties of the General Partner, or identity thereof, including, without limitation, Section 5.A, Section 7, or that modifies this Section 21.E, shall not be adopted except by unanimous vote of the Partners.

F. Except as otherwise specifically provided in Section 21, amendments to this Agreement shall require the approval of the Partners owning fifty-one percent (51%) of the Interests then owned by them.

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

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

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


GENERAL PARTNER:

STAFFORD LOFTS PHASE II GP, L.L.C.

By: 
Richard T. Counselman, Manager

By: 
Thomas G. Johnson, III, Manager

LIMITED PARTNERS:



MILES B. LEON (SEAL)



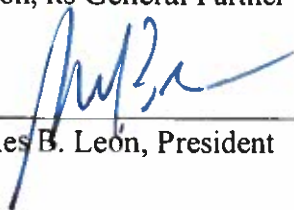
RICHARD T. COUNSELMAN (SEAL)



THOMAS G. JOHNSON, III (SEAL)

NUSBAUM ASSOCIATES, L.P., a Virginia limited partnership,

By: **S. L. Nusbaum Realty Co.**, a Virginia corporation, its General Partner

By: 
Miles B. Leon, President

**EXHIBIT A
TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
STAFFORD LOFTS PHASE II, L.P.**

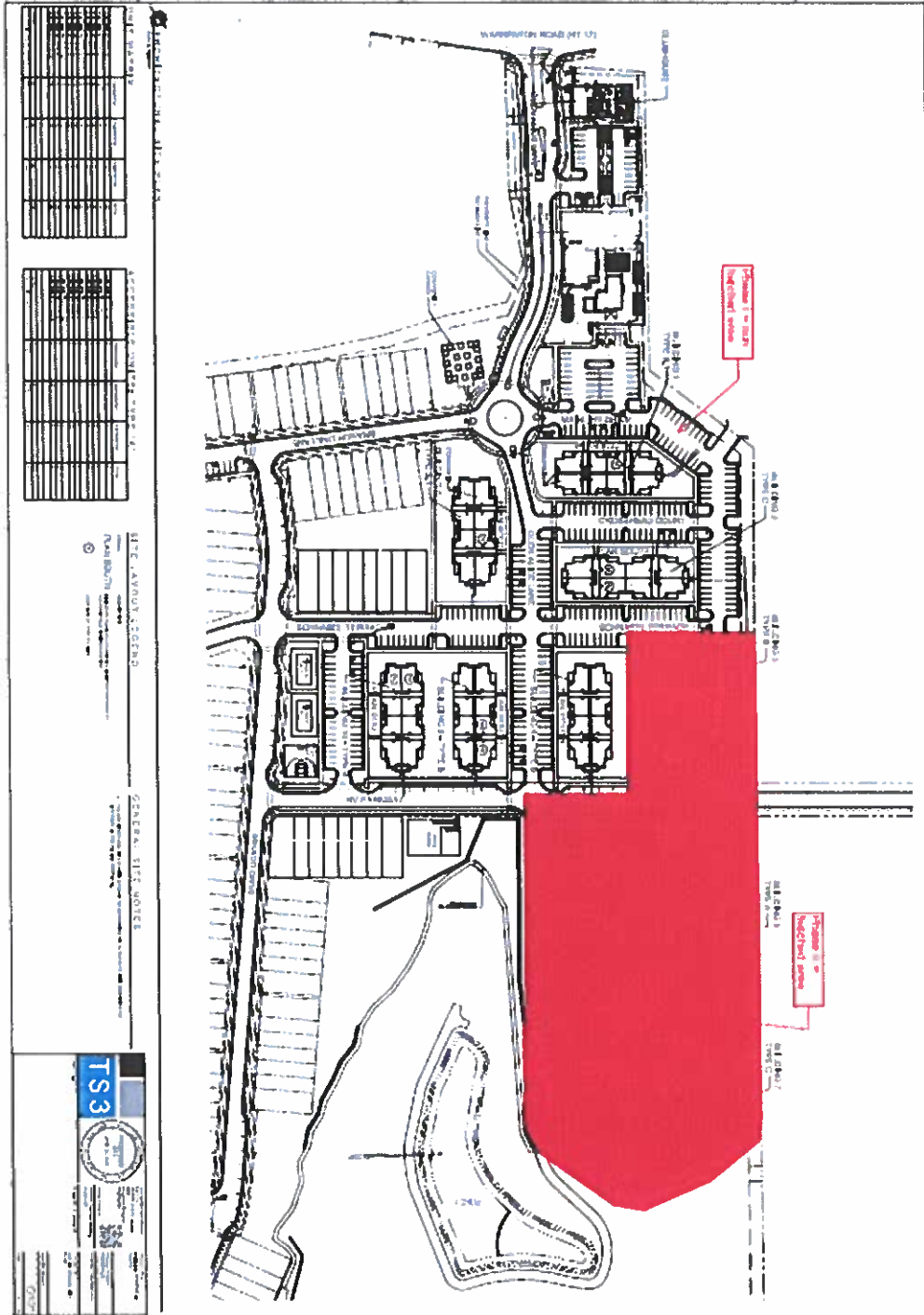
<u>NAME AND ADDRESS OF GENERAL PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>INTEREST</u>
Stafford Lofts GP, L.L.C. c/o Miles B. Leon, Manager 440 Monticello Avenue Suite 1700 Norfolk, VA 23510	\$40.00	4.00%
 <u>NAME AND ADDRESSES OF LIMITED PARTNERS</u>		
Miles B. Leon 440 Monticello Avenue Suite 1700 Norfolk, VA 23510	\$ 263.30	26.33%
Richard T. Counselman 440 Monticello Avenue Suite 1700 Norfolk, VA 23510	\$ 253.40	25.34%
Thomas G. Johnson, III 440 Monticello Avenue Suite 1700 Norfolk, VA 23510	\$ 253.30	25.33%
Nusbaum Associates, L.P. 440 Monticello Avenue Suite 1700 Norfolk, VA 23510	\$190.00	19.00%
	<hr/> \$1,000.00	100.00%

EXHIBIT B

PROPERTY DESCRIPTION

One or more parcels of land or land condominium units located in Stafford County, Virginia that are derived from portions of Stafford County Tax Map Parcels 45-67, 45-67A, 45-69, 45-94, 45-95, and/or 45-96 and having the approximate boundaries as shown as "PHASE II = hatched area" on the plat attached hereto as Exhibit B-1.

Exhibit B-1
Plat



DEVELOPMENT FEE AGREEMENT

THIS DEVELOPMENT FEE AGREEMENT (this "*Agreement*") is made and entered into effective as of July __, 2023, by and between **STAFFORD LOFTS PHASE II DEVELOPERS, L.L.C.**, a Virginia limited liability company (the "*Developer*"), and **STAFFORD LOFTS PHASE II, L.P.**, a Virginia limited partnership (the "*Partnership*").

WITNESSETH:

WHEREAS, the Partnership has been formed for the purposes, inter alia, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located in Fredericksburg, Virginia (Stafford County) together with all improvements, furnishings, equipment and personal property to be located thereon (together, the land and improvements are known as MAINLINE Apartments Phase II and will be collectively referred to as the "*Apartment Complex*"), which Apartment Complex upon completion will consist of four buildings containing 120 total apartment units with all furnishings, equipment, land, real property and personal property used in connection with the operation thereof, and is intended to be rented and managed in order that it will qualify for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the "*Code*");

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

WHEREAS, the parties desire to enter into this Agreement that amends and restates in total any and all prior agreements and sets forth the obligations of, and the services to be performed by, the Developer and the compensation for such services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) any services with respect to the lease-up of the Apartment Complex units (such services already having been contemplated in the Management Agreement);

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

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

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

Section 3. Development Fee.

(a) In consideration of the performance by the Developer of the development services described herein, the Partnership shall pay to the Developer a development fee (the "**Development Fee**") in the amount of \$3,000,000.00. The Partnership and the Developer acknowledge that specific portions of the Development Fee shall be earned by Developer as certain benchmarks are satisfied as more particularly described in the Amended and Restated Agreement of Limited Partnership of the Partnership to be entered into after the date hereof (the "**Partnership Agreement**"), but in any event all of the Development Fee shall be earned upon the receipt by the Partnership of the final certificate of occupancy for the last building in the Apartment Complex (or, if earlier, as of the end of the first year of the credit period (as such term is defined in Section 42(f)(1) of the Code)). All amounts due and payable hereunder shall be paid in accordance with the Partnership Agreement.

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

Section 4. Termination of Duties and Responsibilities of Developer. The Developer shall have no further duties or obligations hereunder after receipt of a final certificate of occupancy for the last building in the Apartment Complex and completion of all punch list items. The Developer's duties, responsibilities and rights hereunder shall not be terminated by the Partnership except for "cause"

as finally determined by a court of competent jurisdiction. For purposes hereof, "cause" shall mean fraud, dishonesty, reckless disregard for customary practices and intentional misconduct after at least thirty (30) days' prior notice and opportunity to cure.

Section 5. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) provide full information regarding its requirements for the Apartment Complex;
- (b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information expeditiously; and
- (c) if the Partnership becomes aware of any fault or defect in the Apartment Complex or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

Section 9. Independent Contractor. The parties hereto do not intend to create a partnership or any similar association for any purpose pursuant to this Agreement. The Developer shall be an independent contractor for all purposes.

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

enforced in all instances. (e) This Section is a material inducement for the Partnership to enter into this Agreement.

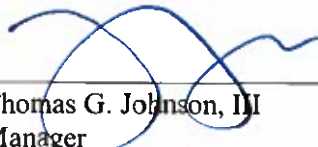
[End of text; signatures begin on following page]

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

DEVELOPER:

STAFFORD LOFTS DEVELOPERS PHASE II, L.L.C., a Virginia limited liability company

By: 
Name: Richard T. Counselman
Title: Manager

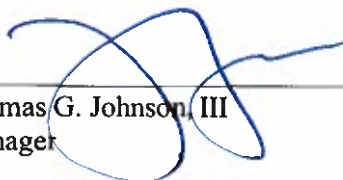
By: 
Name: Thomas G. Johnson, III
Title: Manager

PARTNERSHIP:

STAFFORD LOFTS PHASE II, L.P., a Virginia limited partnership

By: Stafford Lofts Phase II GP, L.L.C. a Virginia limited liability company, its General Partner

By: 
Name: Richard T. Counselman
Title: Manager

By: 
Name: Thomas G. Johnson, III
Title: Manager

T. CASH FLOW

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

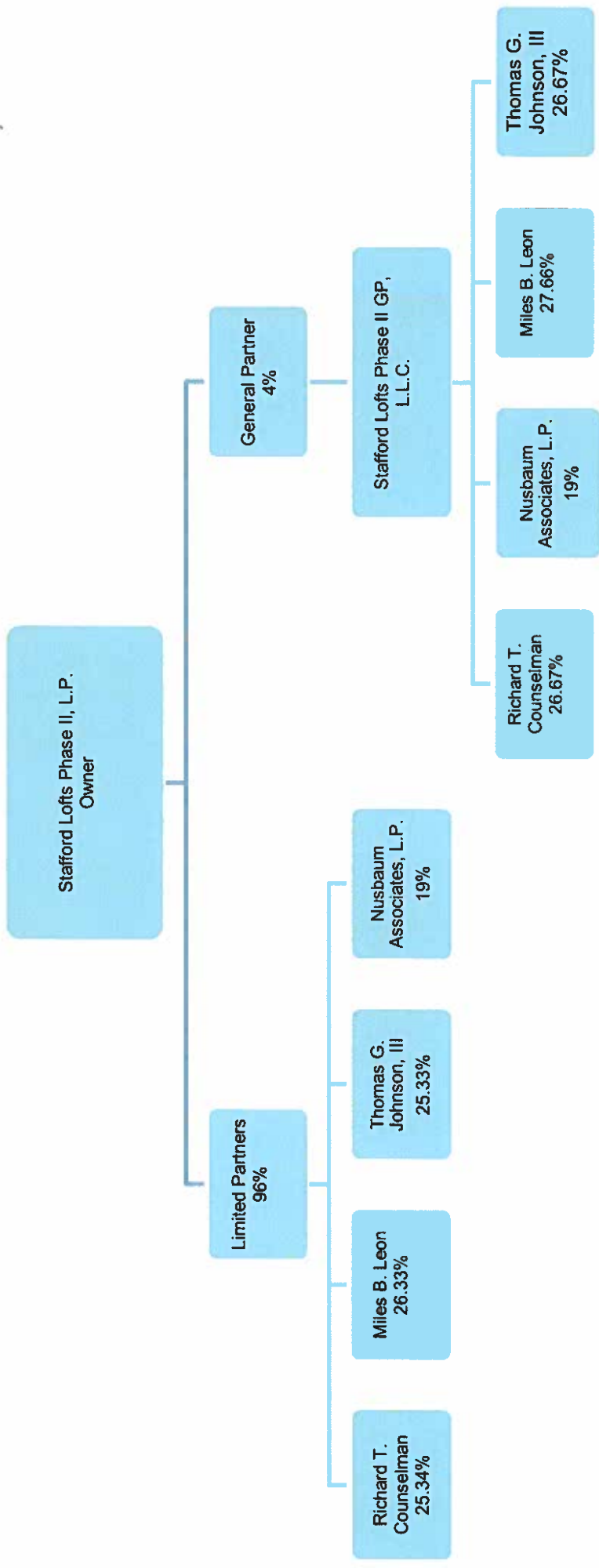
	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	2,611,512	2,663,742	2,717,017	2,771,357	2,826,785
Less Oper. Expenses	963,791	997,524	1,032,437	1,068,572	1,105,972
Net Income	1,647,721	1,666,219	1,684,580	1,702,785	1,720,812
Less Debt Service	1,408,640	1,408,640	1,408,640	1,408,640	1,408,640
Cash Flow	239,081	257,579	275,940	294,145	312,172
Debt Coverage Ratio	1.17	1.18	1.20	1.21	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	2,883,320	2,940,987	2,999,806	3,059,803	3,120,999
Less Oper. Expenses	1,144,681	1,184,745	1,226,211	1,269,129	1,313,548
Net Income	1,738,639	1,756,241	1,773,595	1,790,674	1,807,450
Less Debt Service	1,408,640	1,408,640	1,408,640	1,408,640	1,408,640
Cash Flow	329,999	347,601	364,955	382,034	398,810
Debt Coverage Ratio	1.23	1.25	1.26	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	3,183,419	3,247,087	3,312,029	3,378,269	3,445,835
Less Oper. Expenses	1,359,522	1,407,106	1,456,354	1,507,327	1,560,083
Net Income	1,823,896	1,839,981	1,855,674	1,870,942	1,885,751
Less Debt Service	1,408,640	1,408,640	1,408,640	1,408,640	1,408,640
Cash Flow	415,256	431,341	447,034	462,302	477,111
Debt Coverage Ratio	1.29	1.31	1.32	1.33	1.34

Estimated Annual Percentage Increase in Revenue 2.00% (Must be ≤ 2%)
 Estimated Annual Percentage Increase in Expenses 3.50% (Must be ≥ 3%)

** Deferred Developer Fee is paid off within 3yrs.*



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, June 14, 2023

This is to certify that the certificate of limited partnership of

Stafford Lofts Phase II, L.P.

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

Effective date: June 14, 2023



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)

Previous Participation Certification Instructions

General Instructions

The following certification:

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

Definitions

Development - the proposed multifamily rental housing development.

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

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

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

Appendices continued

Please follow guidelines below for listing principals.

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

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

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

Appendices continued

Previous Participation Certification

Development Name MAINLINE Apartments Phase II

Name of Applicant (entity) Stafford Lofts Phase II, L.P.

I hereby certify that:

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

Appendices continued

governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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



Signature



Printed Name



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

Appendices continued

Previous Participation Certification

Development Name MAINLINE Apartments Phase II

Name of Applicant (entity) Stafford Lofts Phase II, L.P.

I hereby certify that:

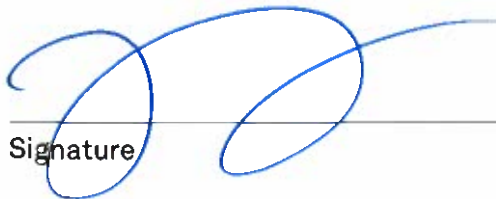
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily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

Appendices continued

- governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
 13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
 14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
 15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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



Signature

Thomas G. Johnson, III

Printed Name

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

Appendices continued

Previous Participation Certification

Development Name MAINLINE Apartments Phase II

Name of Applicant (entity) Stafford Lofts Phase II, L.P.

I hereby certify that:

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

Appendices continued

governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature

Milro B. Leon

Printed Name

6/27/23

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

THOMAS G. JOHNSON, III STATEMENT OF EXPERIENCE

Tom Johnson is a Senior Vice President and a Partner at S. L. Nusbaum Realty Co. Tom oversees a team of professionals in commercial development focusing on build-to-suit and mixed-use development.

Tom has been involved as a principal and managing partner for numerous real estate developments with an aggregate value in excess of \$400 million. Tom's development experience includes:

Multifamily Development:

*Blaine Landing Phase I & II	Williamsburg	VA	119 units	LIHTC	Under construction
288 Lofts Phase I & II	Midlothian	VA	160 Units	LIHTC	Under construction
PABP / The Ashton Phase I & II	Norfolk	VA	118 Units	LIHTC	Completed in 2022
Aero Apartments Phase I & II	Hampton	VA	120 Units	LIHTC	Completed in 2021
Riverbend Apartments Phase II & III	Gloucester	VA	88 Units	LIHTC	Completed in 2021
*Riverbend Apartments	Gloucester	VA	130 Units	LIHTC	Completed in 2020
Valor Apartments Phase II	Fredericksburg	VA	120 Units	LIHTC	Completed in 2020
*Mezzo Apartment Homes	Virginia Beach	VA	282 Units	Market Rate	Completed in 2020
Sterling Mill Lofts	Franklinton	NC	96 Units	LIHTC	Completed in 2020
*St. Paul's Apartments	Norfolk	VA	126 Units	LIHTC	Completed in 2019
*Waverley View Apartments	Frederick	MD	240 Units	LIHTC	Completed in 2017
Hamptons at Noble	Fredericksburg	VA	128 Units	LIHTC	Completed in 2017
Deep Creek Crossing	Chesapeake	VA	102 Units	LIHTC	Completed in 2017

Mixed-Use Development - The Wells Fargo Center:

*Monticello Station Apartments	Norfolk	VA	121 units	Market Rate	Completed in 2011
Wells Fargo Center Retail	Norfolk	VA	50,000 Sq. Ft.	Retail	Completed in 2011
Wells Fargo Center Office Tower	Norfolk	VA	255,000 Sq. Ft.	Office	Completed in 2011

Commercial Development - Walgreens:

Old Brandon First Colonial Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2015
Old Brandon Cedar Assoc., LLC	Chesapeake	VA	Built to Suit - Net Lease	Completed in 2014
Old Brandon 24 th Street Assoc., LLC	Virginia Beach	VA	Built to Suit - Development Agreement	Completed in 2010
Old Brandon Godwin Assoc., LLC	Suffolk	VA	Built to Suit - Net Lease	Completed in 2007
Old Brandon 21 st Street	Norfolk	VA	Built to Suit - Net Lease	Completed in 2005
Old Brandon High Street Assoc., LLC	Portsmouth	VA	Built to Suit - Net Lease	Completed in 2005
Old Brandon Indian River Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2005
Old Brandon Pleasure House Assoc.	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2003
Old Brandon Military Assoc., LLC	Norfolk	VA	Built to Suit - Net Lease	Completed in 2003
Old Brandon Little Neck Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2002
Old Brandon Investment Co., LLC.	Chesapeake	VA	Built to Suit - Net Lease	Completed in 2002
Old Brandon Centerville Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2002
Old Brandon Lynnhaven Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2001
RAD Diamond Springs Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2000

Continued on next page

RAD Little Creek Assoc., LLC	Norfolk	VA	Built to Suit - Net Lease	Completed in 1999
Wards Corner (Little Creek Road)	Norfolk	VA	Built to Suit - Net Lease	Completed in 1999
Independence Blvd & Witchduck	Virginia Beach	VA	Built to Suit - Development Agreement	Completed in 1998
Holland Rd & Windsor	Virginia Beach	VA	Built to Suit - Development Agreement	Completed in 1998

Commercial Development:

Hilltop South Shopping Center	Virginia Beach	VA	15,000+ square feet shopping center	Completed in 2016
Auto Zone	Portsmouth	VA	Built to Suit - Net Lease	Completed in 2005
Virginia Natural Gas	Norfolk	VA	Built to Suit - Net Lease	Completed in 2004

Total: 1,950 Units
320,000+ Sq. Ft. Commercial Development

** Denotes HUD financed
Updated: 3/2023*



S.L. NUSBAUM
REALTY CO. | SINCE 1906



THOMAS JOHNSON, III

SENIOR VICE PRESIDENT

About Tom

Tom's 29-year career at S.L. Nusbaum Realty Co. began with commercial development, focusing on build-to-suit and mixed-use developments. Tom joined the Multifamily Development team in 2015 and focuses on contract negotiations, the financial feasibility of potential developments and acquisitions, and collaborations with land owners, lenders, and legal counsel to ensure a successful development process. Tom is a principal and managing partner and has been involved in numerous real estate developments with an aggregate value in excess of \$500 million.

SELECT DEVELOPMENT EXPERIENCE

- Wells Fargo Center – Norfolk, VA
- Walgreens Development – Hampton Roads market
- 288 Lofts – Midlothian, VA
- The Ashton Apartment Homes – Norfolk, VA
- Aero Apartments – Hampton, VA
- River Bend Apartments – Gloucester, VA
- Valor Apartment Homes – Fredericksburg, VA
- Mezzo Apartment Homes – Virginia Beach, VA
- St. Paul's Apartment Homes – Norfolk, VA
- Lofts at Sterling Mill – Franklinton, NC
- The Fred Apartment Homes – Frederick, MD
- Thrive Apartment Homes – Chesapeake, VA
- Monticello Station Apartments – Norfolk, VA

PROFESSIONAL AFFILIATIONS & ACCREDITATIONS

- Board of Directors – S.L. Nusbaum Realty Co.
- Former Board Member – Heritage Bankshares, HRACRE, Norfolk Forum, Virginia Stage Company and Norfolk Botanical Gardens
- Licensed Real Estate Broker – Commonwealth of Virginia

EDUCATION

- BA, American Studies – University of Virginia

CONTACT TOM

- ✉ [Email Tom](#)
- ☎ O: 757.627.8611
- ☎ F: 757.640.2418

EXECUTIVE ASSISTANT

- ✉ [Email Katrina Andrews](#)
- ☎ 757.627.8611

HEADQUARTERS 1700 Wells Fargo Center | 440 Monticello Avenue | Norfolk, VA 23510 | 757.627.8611
RICHMOND 7200 Glen Forest Drive, Suite 300 | Richmond, VA 23226 | 804.370.7600
slnusbaum.com

RICHARD T. COUNSELMAN STATEMENT OF EXPERIENCE

Richard Counselman is the Senior Vice President of Multifamily Development and a Partner at S. L. Nusbaum Realty Co. Richard specializes in conducting market and financial feasibility studies for potential development and acquisition opportunities. Richard manages the preparation of debt and equity packages, prepares due diligence documents for loan and syndication proceeds and oversees construction draw requests as well as maintaining accounting procedures for budgets, cost certifications and coordinating and maintaining rapport with consultants, contractors, lenders, investors and legal counsel, to ensure a smooth transition during all phases of the development process. Richard plays an integral role in the property and construction management of new developments through the construction and lease up/permanent loan conversion period.

For over 17 years, Richard has been actively involved in the development, acquisition and rehabilitation of over 4,000 units, partnering in most. Richard's development experience includes:

*Blaine Landing Phase I & II	Williamsburg	VA	119 Units	LIHTC	Under Construction
288 Lofts Phase I & II	Midlothian	VA	160 Units	LIHTC	Under Construction
PABP / The Ashton Phase I & II	Norfolk	VA	118 Units	LIHTC	Completed in 2022
Aero Apartments Phase I & II	Hampton	VA	120 Units	LIHTC	Completed in 2021
Riverbend Apartments Phase II & III	Gloucester	VA	88 Units	LIHTC	Completed in 2021
*Riverbend Apartments	Gloucester	VA	130 Units	LIHTC	Completed in 2020
Valor Apartments Phase II	Fredericksburg	VA	120 Units	LIHTC	Completed in 2020
*Mezzo Apartment Homes	Virginia Beach	VA	282 Units	Market Rate	Completed in 2020
Sterling Mill Lofts	Franklinton	NC	96 Units	LIHTC	Completed in 2020
*St. Paul's Apartments	Norfolk	VA	126 Units	LIHTC	Completed in 2019
*Waverley View Apartments	Frederick	MD	240 Units	LIHTC	Completed in 2017
Hamptons at Noble	Fredericksburg	VA	128 Units	LIHTC	Completed in 2017
Deep Creek Crossing	Chesapeake	VA	102 Units	LIHTC	Completed in 2017
Bancroft Hall Apartments	Virginia Beach	VA	244 Units	Market Rate	Completed in 2017
*Quill Apartments	Norfolk	VA	180 Units	LIHTC	Completed in 2015
*Pointe at Pickett Farms	Norfolk	VA	120 Units	LIHTC	Completed in 2014
Shorehaven Apartments	Dumfries	VA	240 Units	LIHTC	Completed in 2014
*Heritage Forest Apartments Phase II	Newport News	VA	104 Units	LIHTC	Completed in 2013
*Heritage Forest Apartments	Newport News	VA	144 Units	LIHTC	Completed in 2012
The Carlton at Greenbrier	Chesapeake	VA	176 Units	Market Rate	Completed in 2012
Meadowood Apartments	Norfolk	VA	180 Units	VHDA 80/20	Completed in 2012
*Tanglewood Lakes Apartments	Elizabeth City	NC	180 Units	Market Rate	Completed in 2010
*River House Apartments	Norfolk	VA	194 Units	Market Rate	Completed in 2010
Southwind Apartments	Norfolk	VA	120 Units	LIHTC	Completed in 2009
Rockwood Park Apartments	Richmond	VA	132 Units	Market Rate	Completed in 2006
Total:			3,843 Units		

* Denotes HUD financed
Updated: 3/2023

PROFESSIONAL AFFILIATIONS & ACCREDITATIONS

VHDA Rental Housing Advisory Board
Licensed Virginia Real Estate Broker

Licensed Property Manager (South Carolina)
100 Ton Master's License – Inland Waters



S.L. NUSBAUM
REALTY CO. | SINCE 1906



RICHARD COUNSELMAN

SENIOR VICE PRESIDENT, MULTIFAMILY DEVELOPMENT

About Richard

Mr. Counselman started his career with S.L. Nusbaum Realty Co. in early 2004. In that same year, he joined the Multifamily Development group and has since been actively involved in the development of more than 5,000 units. Currently, Mr. Counselman focuses his time on all aspects of the development and acquisition process, including but not limited to, conducting market and financial feasibility studies, preparing debt and equity packages, and overseeing accounting procedures and construction draw requests. Additionally, Mr. Counselman manages relationships with 3rd party consultants that are involved in each of the developments to ensure a high level of quality is achieved on each of S.L. Nusbaum's developments. Mr. Counselman also provides ongoing asset management in conjunction with SLN's property management department to preserve assets and maximize income for the long term.

DEVELOPMENTS

Mr. Counselman has extensive experience in the development of LIHTC and luxury market rate apartment communities. To view a list of S.L. Nusbaum Realty Co. Multifamily Development Projects, please click [here](#).

PROFESSIONAL AFFILIATIONS & ACCREDITATIONS

- VHDA Rental Housing Advisory Board
- Licensed Virginia Real Estate Broker
- Licensed Property Manager (South Carolina)
- 100 Ton Master's License - Inland Waters

EDUCATION

- Norfolk Collegiate School
- Randolph-Macon College

CONTACT RICHARD

- ✉ [Email Richard](#)
- ☎ O: 757.627.8611
- ☎ F: 757.640.2400

EXECUTIVE ASSISTANT

- ✉ [Email Katrina Andrews](#)
- ☎ 757.627.8611

MILES B. LEON STATEMENT OF EXPERIENCE

Miles Leon is the President and a Partner of S. L. Nusbaum Realty Co. Miles is responsible for all company operations and new business development. He provides strong leadership to the hundreds of staff within the organization with the support of team leaders throughout the company.

Miles has been involved as a principal partner in several commercial and multifamily real estate developments. In addition to his responsibilities as President of S. L. Nusbaum, Miles has been an active participant in the following multifamily and mixed-use developments:

*Blaine Landing Phase I & II	Williamsburg	VA	119 units	LIHTC	Under Construction
288 Lofts Phase I & II	Midlothian	VA	160 units	LIHTC	Under Construction
PABP aka The Ashton Phase I & II	Norfolk	VA	118 units	LIHTC	Completed in 2022
Aero Apartments Phase I & II	Hampton	VA	120 units	LIHTC	Completed in 2021
Riverbend Apartments Phase II & III	Gloucester	VA	88 units	LIHTC	Completed in 2021
*Riverbend Apartments	Gloucester	VA	130 units	LIHTC	Completed in 2020
Valor Apartments Phase II	Fredericksburg	VA	120 units	LIHTC	Completed in 2020
*Mezzo Apartment Homes	Virginia Beach	VA	282 units	Market Rate	Completed in 2020
Sterling Mill Lofts	Franklinton	NC	96 units	LIHTC	Completed in 2020
*St. Paul's Apartments	Norfolk	VA	126 units	LIHTC	Completed in 2019
*Waverley View Apartments	Frederick	MD	240 units	LIHTC	Completed in 2017
Hamptons at Noble	Fredericksburg	VA	128 units	LIHTC	Completed in 2017
Clairmont I & II Apartments	Norfolk	VA	152 units	LIHTC	Completed in 2017
Deep Creek Crossing	Chesapeake	VA	102 units	LIHTC	Completed in 2017
Bancroft Hall Apartments	Virginia Beach	VA	244 units	Market Rate	Completed in 2017
*Quill Apartments	Norfolk	VA	180 units	LIHTC	Completed in 2015
*Pointe at Pickett Farm	Norfolk	VA	120 units	LIHTC	Completed in 2014
Shorehaven Apartments	Dumfries	VA	240 units	LIHTC	Completed in 2014
*Heritage Forest Apartments Phase II	Newport News	VA	104 units	LIHTC	Completed in 2013
Spring Water Apartments	Virginia Beach	VA	252 units	Market Rate	Completed in 2013
The Carlton at Greenbrier	Chesapeake	VA	176 units	Market Rate	Completed in 2012
Meadowood Apartments	Norfolk	VA	180 units	VHDA 80/20	Completed in 2012
*Heritage Forest Apartments	Newport News	VA	144 units	LIHTC	Completed in 2012
*Tanglewood Lake Apartments	Elizabeth City	NC	180 units	Market Rate	Completed in 2010
*River House Apartments	Norfolk	VA	194 units	Market Rate	Completed in 2010
Southwind Apartments	Norfolk	VA	120 units	LIHTC	Completed in 2009
Crescent Place Apartments	Portsmouth	VA	156 units	LIHTC	Completed in 2008
Belleville Seniors	Suffolk	VA	136 units	LIHTC/Market Rate	Completed in 2007
Rockwood Park Apartments	Richmond	VA	132 units	Market Rate	Completed in 2006
Independence Square Apartments	Portsmouth	VA	152 units	LIHTC	Completed in 2005
Somerhill Apartments	Gainesville	VA	140 units	Market Rate	Completed in 2006
Belleville Harbour Apartments	Suffolk	VA	120 units	LIHTC	Completed in 2004
Whispering Oaks	Portsmouth	VA	180 units	LIHTC	Completed in 2005
*Brenneman Farm Apartments	Virginia Beach	VA	304 units	Market Rate	Completed in 2007
Somerset Apartments Phase I & II	Gainesville	VA	276 units	LIHTC	Completed in 2002
South Beach Apartments	Virginia Beach	VA	212 units	Market Rate	Completed in 2001
Devon at South Riding	Chantilly	VA	120 units	Market Rate	Completed in 2000
Abbey at South Riding	Chantilly	VA	168 units	LIHTC	Completed in 1999

Continued on next page

South Pointe Landing Apartments	Richmond	VA	192 units	LIHTC	Completed in 1999
Summerland Heights Apts Phase II	Woodbridge	VA	112 units	LIHTC	Completed in 1999
Deerfield Crossing Apartments	Mebane	NC	144 units	LIHTC	Completed in 1998
The Pines at Carolina Place	Pineville	NC	200 units	LIHTC	Completed in 1997
Summerland Heights Apts Phase I	Woodbridge	VA	206 units	LIHTC	Completed in 1998
North Pointe Apartments	Danville	VA	168 units	LIHTC	Completed in 1997
Arbor Lake Apartments	Chesterfield	VA	126 units	LIHTC	Completed in 1996

Wells Fargo Center:

*Monticello Station Apartments	Norfolk	VA	121 units	Market Rate	Completed in 2011
Wells Fargo Center Retail	Norfolk	VA	50,000 Sq. Ft.	Retail	Completed in 2011
Wells Fargo Center Office Tower	Norfolk	VA	255,000 Sq. Ft.	Office	Completed in 2011

Total: 7,480 units
 50,000 Sq. Ft. Retail
 255,000 Sq. Ft. Office

* Denotes HUD financed
 Updated: 3/2023



S.L. NUSBAUM
REALTY CO. | SINCE 1906



MILES LEON

PRESIDENT, CHAIRMAN OF THE BOARD, CHIEF EXECUTIVE OFFICER

About Miles

As President, Chairman and CEO of S.L. Nusbaum Realty Co, Mr. Leon is responsible for all company operations and new business development. He provides strong leadership to the hundreds of staff within the organization with the support of team leaders throughout the company.

CURRENT COMMUNITY INVOLVEMENT

- CHKD/Children's Health System, Inc. – Board of Directors
- Congregation Beth El, Norfolk – Member
- Downtown Norfolk Council – Board of Directors
- Greater Norfolk Corporation – Board of Directors / Executive Committee Hampton Roads Community Foundation – Board of Directors
- Old Dominion University Real Estate Foundation – Board of Directors / Executive Committee
- Reinvent Hampton Roads – Board of Directors
- United Jewish Federation of Tidewater – Board of Directors / Executive Committee, Past President, Past Annual Campaign Chairman
- United Way of South Hampton Roads – Board of Directors

PAST COMMUNITY INVOLVEMENT

- Access (Tidewater Scholarship Foundation) – Board of Directors Hampton Roads Economic Development Alliance – Board of Directors Hebrew Academy of Tidewater – President / Board of Directors
- Old Dominion University Educational Foundation – Board of Trustees
- Urban Land Institute – Hampton Roads District Council
- State of Virginia Real Estate Board – Member

EDUCATION

Mr. Leon received his Bachelor of Business Administration (Real Estate and Finance) from the University of Georgia in Athens, Georgia, and his Masters in Business Administration from the University of Miami in Miami, Florida.

CONTACT MILES

- ✉ [Email Miles Leon](mailto:leon@sln.com)
- ☎ O: 757.627.8611
- ☎ F: 757.640.2207

EXECUTIVE ASSISTANT

- ✉ [Email Alicia Corski](mailto:acorski@sln.com)
- ☎ 757.627.8611

HEADQUARTERS: 1700 Wells Fargo Center | 440 Monticello Avenue | Norfolk, VA 23510 | 757.627.8611
RICHMOND: 7200 Glen Forest Drive, Suite 300 | Richmond, VA 23226 | 804.320.7600
slnusbaum.com

**NUSBAUM ASSOCIATES, L.P.
STATEMENT OF EXPERIENCE**

Nusbaum Associates, L.P. is a Limited Partnership in which S.L. Nusbaum Realty Co. is the sole general partner. Nusbaum Associates is comprised of the principals of S.L. Nusbaum Realty Co. Nusbaum Associates owns conventional multifamily development projects that were developed through its multifamily development division. S.L. Nusbaum has been in business since 1906 and has extensive knowledge and expertise in the property management and development business for conventional and affordable housing.

Nusbaum Associates, L.P.'s multifamily and mixed-use developments are noted below:

*Blaine Landing Phase I & II	Williamsburg	VA	119 units	LIHTC	Under Construction
288 Lofts Phase I & II	Midlothian	VA	160 units	LIHTC	Under Construction
PABP / The Ashton Phase I & II	Norfolk	VA	118 units	LIHTC	Completed in 2022
Aero Apartments Phase I & II	Hampton	VA	120 units	LIHTC	Completed in 2021
Riverbend Apartments Phase II & III	Gloucester	VA	88 units	LIHTC	Completed in 2021
*Riverbend Apartments	Gloucester	VA	130 units	LIHTC	Completed in 2020
Valor Apartments Phase II	Fredericksburg	VA	120 units	LIHTC	Completed in 2020
*Mezzo Apartment Homes	Virginia Beach	VA	282 units	Market Rate	Completed in 2020
Sterling Mill Lofts	Franklinton	NC	96 units	LIHTC	Completed in 2020
Bancroft Hall Apartments	Virginia Beach	VA	244 units	Market Rate	Completed in 2017
Spring Water Apartments	Virginia Beach	VA	252 units	Market Rate	Completed in 2013
The Carlton at Greenbrier	Chesapeake	VA	176 units	Market Rate	Completed in 2012
Meadowood Apartments	Norfolk	VA	180 units	VHDA 80/20	Completed in 2011
*River House Apartments	Norfolk	VA	194 units	Market Rate	Completed in 2010
*Tanglewood Lake Apartments	Elizabeth City	NC	180 units	Market Rate	Completed in 2010
Rockwood Park Apartments	Richmond	VA	132 units	Market Rate	Completed in 2006
Somerhill Apartments	Gainesville	VA	140 units	Market Rate	Completed in 2006
Brookfield Apartments	Virginia Beach	VA	352 units	VHDA	Completed in 1974

Wells Fargo Center:

*Monticello Station Apartments	Norfolk	VA	121 units	Market Rate	Completed in 2011
Wells Fargo Center Retail	Norfolk	VA	50,000 Sq. Ft.	Retail	Completed in 2011
Wells Fargo Center Office Tower	Norfolk	VA	255,000 Sq. Ft.	Office	Completed in 2011

<u>Total:</u>	3,204 units	
	50,000 Sq. Ft.	Retail
	255,000 Sq. Ft.	Office

* Denotes HUD financed
Updated: 3/2023

**INTERESTS IN S.L.
NUSBAUM REALTY CO.
AND NUSBAUM
ASSOCIATES, L.P.**

**SHAREHOLDER/
LIMITED PARTNER**

Johnson Group

Allan G. Donn
Thomas G. Johnson, Jr.
William E. Rachels, Jr.
Judith H. Rachels

Nusbaum Group

Stephan H. Gordon
James M. Gresock
Michael D. Gurley
William H. Halprin
Edythe C. Harrison
Timothy C. Harrison
Jody H. Grass
Julie H. Mayer
Virginia Batteen Hawks
Richard M. Jacobson
Miles B. Leon
Joseph Mersel
Alan L. Nordlinger
Ann G. Nusbaum
Murray S. Rosenbach
Ronald H. Rowe
Linda S. Laibstain
William L. Nusbaum
Robert G. Butcher, III
Frank H. Cowling, Jr.
Timothy M. Finn
John T. Litz
Allison Rachels
John M. Profilet
Gary E. Hartman
Michael Myers
Thomas G. Johnson, III
Andrew S. Nusbaum
Lindsay Ann N. Davenport
Matthew R. Nusbaum
Nathan A. Shor
Tyler R. Jacobson
William C. Overman, III
John J. Wessling
Stephanie A. Sanker
Richard T. Counselman
Sharon L. Swanberg
Aaron D. Wyatt
Stephen J. Boyce
Christopher A. Hucke
Robert M. Stanton
Christopher M. Zarpas

GENERAL PARTNER:

S.L. NUSBAUM REALTY CO.

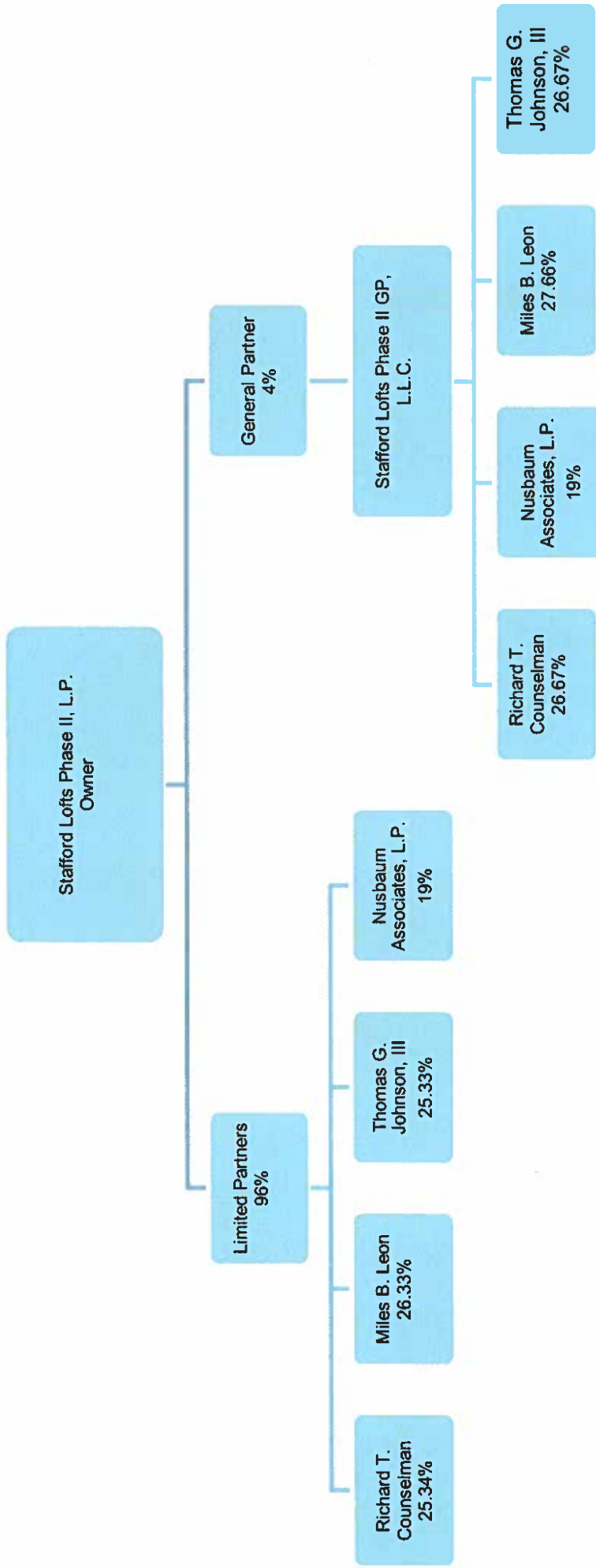
S.L. Nusbaum Realty Co.
PRINCIPAL OFFICERS

August 25, 2022

Miles B. Leon	President, Chairman of the Board, Chief Executive Officer
Alan L. Nordlinger	Vice Chairman
William L. Nusbaum	Secretary
Virginia Batteen Hawks	Senior Vice President, Chief Financial Officer, Chief Operating Officer, & Assistant Secretary
Jerry W. Adams	Senior Vice President
Stephen J. Boyce	Senior Vice President
Robert Butcher, III	Senior Vice President
Richard T. Counselman	Senior Vice President
Frank H. Cowling, Jr.	Senior Vice President
Timothy M. Finn	Senior Vice President
James M. Gresock	Senior Vice President
Michael D. Gurley	Senior Vice President
Richard M. Jacobson	Senior Vice President
Thomas G. Johnson, III	Senior Vice President
John T. Litz	Senior Vice President
Joseph Mersel	Senior Vice President
Michael Myers	Senior Vice President
John M. Profilet	Senior Vice President
Murray S. Rosenbach	Senior Vice President
Nathan A. Shor	Senior Vice President
Robert M. Stanton	Senior Vice President
Aaron D. Wyatt	Senior Vice President
Michael Devine	Regional Vice President
Debbie Franco	Regional Vice President
Courtney E. Lundquist	Regional Vice President
Lindsay Pease	Regional Vice President
Lawrence Agnew	Vice President
Doug Aronson	Vice President
Diana Capilli	Vice President
Susan Childress	Vice President
C. Cheyney Cole	Vice President
Ginny Davila	Vice President
C. Lee Davis	Vice President
Susan Davis	Vice President
Christopher Devine	Vice President
H. Thomas Drew	Vice President
Stephan H. Gordon	Vice President
Joy Herlong	Vice President
Lori J. Houston	Vice President

Christopher Hucke	Vice President
Tyler Jacobson	Vice President
Nathan E. Jaffe	Vice President
David T. Kalman	Vice President
Austin Newman	Vice President
James S. Oakley	Vice President
Paul H. Peck	Vice President
Allison N. Rachels	Vice President
Sam Rapoport	Vice President
Stephanie Sanker	Vice President
Sharon Swanberg	Vice President
Doug Tice III	Vice President
John Wessling	Vice President
Tom Willcox	Vice President
Thomas A. Wood	Vice President
Christopher Zarpas	Vice President

Faye L. Clayton	Assistant Vice President
Bonnie L. Golay	Assistant Vice President
Cathleen J. Goodwin	Assistant Vice President
Marianne B. Westrich	Assistant Vice President



Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Richard T. Counselman Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Yes
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Member of the firm 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 SouthWind Apts. Norfolk, VA.	SouthWind Apts., L.P. (757)965-6200	N	120	120	2/9/2009	7/14/2009	N
2 Heritage Forest Phase I Newport News, VA.	SLN 5100, L.P. (757)965-6200	N	144	144	5/9/2012	8/28/2012	N
3 Heritage Forest Phase II Newport News, VA.	Heritage Forest II, L.P. (757)965-6200	N	104	104	2/12/2013	7/12/2013	N
4 The Pointe at Pickett Farm Apts. Norfolk, VA.	Pickett Farms Apts., L.P. (757)965-6200	N	120	120	9/15/2014	2/3/2015	N
5 Shorehaven Apartments Dumfries, VA.	Shorehaven Apts., L.P. (757)965-6200	N	240	240	3/25/2014	10/9/2014	N
6 The Pointe at Pickett Farm Phase II Norfolk, VA.	Quill Apts., L.P. (757)965-6200	N	180	180	6/16/2015	11/13/2015	N
7 Deep Creek Crossing Chesapeake, VA.	SLN Deep Creek, L.P. (757)627-8611	Y	102	102	11/30/2016	7/7/2017	N
8 Hamptons at Noble Fredericksburg, VA.	Hamptons at Noble, L.P. (757)627-8611	Y	128	128	9/22/2017	12/15/2017	N
9 Waverley View Frederick, MD	SLN Waverley View, L.P. (757)627-8611	Y	240	240	1/8/2018	8/23/2018	N
10 St. Paul's Apartments Norfolk, VA	St. Paul's Apartments, L.P. (757)627-8611	Y	126	120	4/2/2019	12/11/2019	N
11 Sterling Mill Lofts Franklin, NC	Sterling Mill Apartments, L.L.C. (757)627-8611	Y	96	96	6/28/2019	8/7/2020	N
12 Valor Apartments Phase II Fredericksburg, VA.	Valor Apartments Phase II, L.P. (757)627-8611	Y	120	120	8/2/2019	5/7/2020	N
13 Riverbend Apartments Gloucester, VA.	Riverbend Apartments, L.P. (757)627-8611	Y	130	130	9/11/2020	8/12/2021	N
14 Riverbend Apartments Phase II Gloucester, VA.	Riverbend Apartments Phase II, L.P. (757)627-8611	Y	60	60	12/31/2020	8/27/2021	N
15 Riverbend Apartments Phase III Gloucester, VA.	Riverbend Apartments Phase III, L.P. (757)627-8611	Y	28	28	3/8/2021	1/25/2022	N
16 Aero Apartment Homes Hampton, VA.	Lake View Apartments, L.P. (757)627-8611	Y	72	72	10/29/2020	8/27/2021	N
17 Aero Apartment Homes Phase II Hampton, VA.	Lake View Apartments Phase II, L.P. (757)627-8611	Y	48	48	1/28/2021	10/20/2021	N
18 PABP Apartments Norfolk, VA.	PABP Apartments, L.P. (757)627-8611	Y	70	70	6/15/2022	5/12/2023	N
19 PABP Apartments Phase II Norfolk, VA.	PABP Apartments Phase II, L.P. (757)627-8611	Y	48	48	8/4/2022	5/18/2023	N
20 288 Lofts Midlothian, VA.	288 Lofts, L.P. (757)627-8611	Y	112	112	N/A	N/A	N
21 288 Lofts Phase II Midlothian, VA.	288 Lofts Phase II, L.P. (757)627-8611	Y	48	48	N/A	N/A	N
22 Blaine Landing Williamsburg, VA.	Blaine Landing, L.P. (757)627-8611	Y	59	59	N/A	N/A	N
23 Blaine Landing Phase II Williamsburg, VA.	Blaine Landing Phase II, L.P. (757)627-8611	Y	60	60	N/A	N/A	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 2,455 2,449 LIHTC as % of 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

RICHARD T. COUNSELMAN
STATEMENT OF EXPERIENCE

Richard Counselman is the Senior Vice President of Multifamily Development and a Partner at S. L. Nusbaum Realty Co. Richard specializes in conducting market and financial feasibility studies for potential development and acquisition opportunities. Richard manages the preparation of debt and equity packages, prepares due diligence documents for loan and syndication proceeds and oversees construction draw requests as well as maintaining accounting procedures for budgets, cost certifications and coordinating and maintaining rapport with consultants, contractors, lenders, investors and legal counsel, to ensure a smooth transition during all phases of the development process. Richard plays an integral role in the property and construction management of new developments through the construction and lease up/permanent loan conversion period.

For over 17 years, Richard has been actively involved in the development, acquisition and rehabilitation of over 4,000 units, partnering in most. Richard's development experience includes:

*Blaine Landing Phase I & II	Williamsburg	VA	119 Units	LIHTC	Under Construction
288 Lofts Phase I & II	Midlothian	VA	160 Units	LIHTC	Under Construction
PABP / The Ashton Phase I & II	Norfolk	VA	118 Units	LIHTC	Completed in 2022
Aero Apartments Phase I & II	Hampton	VA	120 Units	LIHTC	Completed in 2021
Riverbend Apartments Phase II & III	Gloucester	VA	88 Units	LIHTC	Completed in 2021
*Riverbend Apartments	Gloucester	VA	130 Units	LIHTC	Completed in 2020
Valor Apartments Phase II	Fredericksburg	VA	120 Units	LIHTC	Completed in 2020
*Mezzo Apartment Homes	Virginia Beach	VA	282 Units	Market Rate	Completed in 2020
Sterling Mill Lofts	Franklinton	NC	96 Units	LIHTC	Completed in 2020
*St. Paul's Apartments	Norfolk	VA	126 Units	LIHTC	Completed in 2019
*Waverley View Apartments	Frederick	MD	240 Units	LIHTC	Completed in 2017
Hamptons at Noble	Fredericksburg	VA	128 Units	LIHTC	Completed in 2017
Deep Creek Crossing	Chesapeake	VA	102 Units	LIHTC	Completed in 2017
Bancroft Hall Apartments	Virginia Beach	VA	244 Units	Market Rate	Completed in 2017
*Quill Apartments	Norfolk	VA	180 Units	LIHTC	Completed in 2015
*Pointe at Pickett Farms	Norfolk	VA	120 Units	LIHTC	Completed in 2014
Shorehaven Apartments	Dumfries	VA	240 Units	LIHTC	Completed in 2014
*Heritage Forest Apartments Phase II	Newport News	VA	104 Units	LIHTC	Completed in 2013
*Heritage Forest Apartments	Newport News	VA	144 Units	LIHTC	Completed in 2012
The Carlton at Greenbrier	Chesapeake	VA	176 Units	Market Rate	Completed in 2012
Meadowood Apartments	Norfolk	VA	180 Units	VHDA 80/20	Completed in 2012
*Tanglewood Lakes Apartments	Elizabeth City	NC	180 Units	Market Rate	Completed in 2010
*River House Apartments	Norfolk	VA	194 Units	Market Rate	Completed in 2010
Southwind Apartments	Norfolk	VA	120 Units	LIHTC	Completed in 2009
Rockwood Park Apartments	Richmond	VA	132 Units	Market Rate	Completed in 2006
	Total:		3,843 Units		

* Denotes HUD financed
Updated: 3/2023

PROFESSIONAL AFFILIATIONS & ACCREDITATIONS

VHDA Rental Housing Advisory Board
Licensed Virginia Real Estate Broker

Licensed Property Manager (South Carolina)
100 Ton Master's License – Inland Waters



S.L. NUSBAUM
REALTY CO. | SINCE 1906



RICHARD COUNSELMAN

SENIOR VICE PRESIDENT, MULTIFAMILY DEVELOPMENT

About Richard

Mr. Counselman started his career with S.L. Nusbaum Realty Co. in early 2004. In that same year, he joined the Multifamily Development group and has since been actively involved in the development of more than 5,000 units. Currently, Mr. Counselman focuses his time on all aspects of the development and acquisition process, including but not limited to, conducting market and financial feasibility studies, preparing debt and equity packages, and overseeing accounting procedures and construction draw requests. Additionally, Mr. Counselman manages relationships with 3rd party consultants that are involved in each of the developments to ensure a high level of quality is achieved on each of S.L. Nusbaum's developments. Mr. Counselman also provides ongoing asset management in conjunction with SLN's property management department to preserve assets and maximize income for the long term.

DEVELOPMENTS

Mr. Counselman has extensive experience in the development of LIHTC and luxury market rate apartment communities. To view a list of S.L. Nusbaum Realty Co. Multifamily Development Projects, please click [here](#).

PROFESSIONAL AFFILIATIONS & ACCREDITATIONS

- VHDA Rental Housing Advisory Board
- Licensed Virginia Real Estate Broker
- Licensed Property Manager (South Carolina)
- 100 Ton Master's License - Inland Waters

EDUCATION

- Norfolk Collegiate School
- Randolph-Macon College

CONTACT RICHARD

- ✉ [Email Richard](#)
- ☎ O: 757.627.8611
- ☎ F: 757.640.2400

EXECUTIVE ASSISTANT

- ✉ [Email Katrina Andrews](#)
- ☎ 757.627.8611

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Thomas G. Johnson, III Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Yes
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Deep Creek Crossing Chesapeake, VA.	SLN Deep Creek, L.P. (757)627-8611	Y	102	102	11/30/2016	7/7/2017	N
2	Hamptons of Noble Fredericksburg, VA	Hamptons of Noble, L.P. (757)627-8611	Y	128	128	9/22/2017	12/15/2017	N
3	Waverley View Frederick, MD	SLN Waverley View, L.P. (757)627-8611	Y	240	240	1/8/2018	8/23/2018	N
4	St. Paul's Apartments Norfolk, VA	St. Paul's Apartments, L.P. (757)627-8611	Y	126	120	4/2/2019	12/11/2019	N
5	Sterling Mill Lofts Franklin, NC	Sterling Mill Apartments, L.L.C. (757)627-8611	Y	96	96	6/28/2019	8/7/2020	N
6	Valor Apartments Phase II Fredericksburg, VA	Valor Apartments Phase II, L.P. (757)627-8611	Y	120	120	8/2/2019	5/7/2020	N
7	Riverbend Apartments Gloucester, VA	Riverbend Apartments, L.P. (757)627-8611	Y	130	130	9/11/2020	8/12/2021	N
8	Riverbend Apartments Phase II Gloucester, VA	Riverbend Apartments Phase II, L.P. (757)627-8611	Y	60	60	12/31/2020	8/27/2021	N
9	Riverbend Apartments Phase III Gloucester, VA	Riverbend Apartments Phase III, L.P. (757)627-8611	Y	28	28	3/8/2021	1/25/2022	N
10	Aero Apartment Homes Hampton, VA	Lake View Apartments, L.P. (757)627-8611	Y	72	72	10/29/2020	8/27/2021	N
11	Aero Apartment Homes Phase II Hampton, VA	Lake View Apartments Phase II, L.P. (757)627-8611	Y	48	48	1/28/2021	10/20/2021	N
12	PABP Apartments Norfolk, VA	PABP Apartments, L.P. (757)627-8611	Y	70	70	6/15/2022	5/12/2023	N
13	PABP Apartments Phase II Norfolk, VA	PABP Apartments Phase II, L.P. (757)627-8611	Y	48	48	8/4/2022	5/18/2023	N
14	288 Lofts Midlothian, VA	288 Lofts, L.P. (757)627-8611	Y	112	112	N/A	N/A	N
15	288 Lofts Phase II Midlothian, VA	288 Lofts Phase II, L.P. (757)627-8611	Y	48	48	N/A	N/A	N
16	Blaine Landing Williamsburg, VA	Blaine Landing, L.P. (757)627-8611	Y	59	59	N/A	N/A	N
17	Blaine Landing Phase II Williamsburg, VA	Blaine Landing Phase II, L.P. (757)627-8611	Y	60	60	N/A	N/A	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 1,547 1,541 LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

THOMAS G. JOHNSON, III STATEMENT OF EXPERIENCE

Tom Johnson is a Senior Vice President and a Partner at S. L. Nusbaum Realty Co. Tom oversees a team of professionals in commercial development focusing on build-to-suit and mixed-use development.

Tom has been involved as a principal and managing partner for numerous real estate developments with an aggregate value in excess of \$400 million. Tom's development experience includes:

Multifamily Development:

*Blaine Landing Phase I & II	Williamsburg	VA	119 units	LIHTC	Under construction
288 Lofts Phase I & II	Midlothian	VA	160 Units	LIHTC	Under construction
PABP / The Ashton Phase I & II	Norfolk	VA	118 Units	LIHTC	Completed in 2022
Aero Apartments Phase I & II	Hampton	VA	120 Units	LIHTC	Completed in 2021
Riverbend Apartments Phase II & III	Gloucester	VA	88 Units	LIHTC	Completed in 2021
*Riverbend Apartments	Gloucester	VA	130 Units	LIHTC	Completed in 2020
Valor Apartments Phase II	Fredericksburg	VA	120 Units	LIHTC	Completed in 2020
*Mezzo Apartment Homes	Virginia Beach	VA	282 Units	Market Rate	Completed in 2020
Sterling Mill Lofts	Franklinton	NC	96 Units	LIHTC	Completed in 2020
*St. Paul's Apartments	Norfolk	VA	126 Units	LIHTC	Completed in 2019
*Waverley View Apartments	Frederick	MD	240 Units	LIHTC	Completed in 2017
Hamptons at Noble	Fredericksburg	VA	128 Units	LIHTC	Completed in 2017
Deep Creek Crossing	Chesapeake	VA	102 Units	LIHTC	Completed in 2017

Mixed-Use Development - The Wells Fargo Center:

*Monticello Station Apartments	Norfolk	VA	121 units	Market Rate	Completed in 2011
Wells Fargo Center Retail	Norfolk	VA	50,000 Sq. Ft.	Retail	Completed in 2011
Wells Fargo Center Office Tower	Norfolk	VA	255,000 Sq. Ft.	Office	Completed in 2011

Commercial Development – Walgreens:

Old Brandon First Colonial Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2015
Old Brandon Cedar Assoc., LLC	Chesapeake	VA	Built to Suit - Net Lease	Completed in 2014
Old Brandon 24 th Street Assoc., LLC	Virginia Beach	VA	Built to Suit - Development Agreement	Completed in 2010
Old Brandon Godwin Assoc., LLC	Suffolk	VA	Built to Suit - Net Lease	Completed in 2007
Old Brandon 21 st Street	Norfolk	VA	Built to Suit - Net Lease	Completed in 2005
Old Brandon High Street Assoc., LLC	Portsmouth	VA	Built to Suit - Net Lease	Completed in 2005
Old Brandon Indian River Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2005
Old Brandon Pleasure House Assoc.	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2003
Old Brandon Military Assoc., LLC	Norfolk	VA	Built to Suit - Net Lease	Completed in 2003
Old Brandon Little Neck Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2002
Old Brandon Investment Co., LLC.	Chesapeake	VA	Built to Suit - Net Lease	Completed in 2002
Old Brandon Centerville Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2002
Old Brandon Lynnhaven Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2001
RAD Diamond Springs Assoc., LLC	Virginia Beach	VA	Built to Suit - Net Lease	Completed in 2000

Continued on next page

RAD Little Creek Assoc., LLC	Norfolk	VA	Built to Suit - Net Lease	Completed in 1999
Wards Corner (Little Creek Road)	Norfolk	VA	Built to Suit - Net Lease	Completed in 1999
Independence Blvd & Witchduck	Virginia Beach	VA	Built to Suit - Development Agreement	Completed in 1998
Holland Rd & Windsor	Virginia Beach	VA	Built to Suit - Development Agreement	Completed in 1998

Commercial Development:

Hilltop South Shopping Center	Virginia Beach	VA	15,000+ square feet shopping center	Completed in 2016
Auto Zone	Portsmouth	VA	Built to Suit - Net Lease	Completed in 2005
Virginia Natural Gas	Norfolk	VA	Built to Suit - Net Lease	Completed in 2004

Total: 1,950 Units
320,000+ Sq. Ft. Commercial Development

* Denotes HUD financed
Updated: 3/2023



S.L. NUSBAUM
REALTY CO. | SINCE 1966



THOMAS JOHNSON, III

SENIOR VICE PRESIDENT

About Tom

Tom's 29-year career at S.L. Nusbaum Realty Co. began with commercial development, focusing on build-to-suit and mixed-use developments. Tom joined the Multifamily Development team in 2015 and focuses on contract negotiations, the financial feasibility of potential developments and acquisitions, and collaborations with land owners, lenders, and legal counsel to ensure a successful development process. Tom is a principal and managing partner and has been involved in numerous real estate developments with an aggregate value in excess of \$500 million.

SELECT DEVELOPMENT EXPERIENCE

- Wells Fargo Center – Norfolk, VA
- Walgreens Development – Hampton Roads market
- 288 Lofts – Midlothian, VA
- The Ashton Apartment Homes – Norfolk, VA
- Aero Apartments – Hampton, VA
- River Bend Apartments – Gloucester, VA
- Valor Apartment Homes – Fredericksburg, VA
- Mezzo Apartment Homes – Virginia Beach, VA
- St. Paul's Apartment Homes – Norfolk, VA
- Lofts at Sterling Mill – Franklinton, NC
- The Fred Apartment Homes – Frederick, MD
- Thrive Apartment Homes – Chesapeake, VA
- Monticello Station Apartments – Norfolk, VA

PROFESSIONAL AFFILIATIONS & ACCREDITATIONS

- Board of Directors – S.L. Nusbaum Realty Co.
- Former Board Member – Heritage Bankshares, HRACRE, Norfolk Forum, Virginia Stage Company and Norfolk Botanical Gardens
- Licensed Real Estate Broker – Commonwealth of Virginia

EDUCATION

- BA, American Studies – University of Virginia

CONTACT TOM

- ✉ [Email Tom](mailto:Tom.Johnson@sln.com)
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EXECUTIVE ASSISTANT

- ✉ [Email Katrina Andrews](mailto:Katrina.Andrews@sln.com)
- ☎ 757.627.8611

HEADQUARTERS: 1700 Wells Fargo Center | 440 Monticello Avenue | Norfolk, VA 23510 | 757.627.8611
RICHMOND: 7200 Glen Forest Drive, Suite 300 | Richmond, VA 23226 | 804.320.7600
slnusbaum.com

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Miles B. Leon		Controlling GP (CGP) or 'Named' Managing Member of Proposed Property?*				Yes Y or N	
Principal's Name:							
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of the time of dev.? (Y/N)*	Total Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823(s)? (Y/N) Explain "Y"
1	Arbor Lake Apts. Chester, VA. (757)965-6200	N	126	126	5/21/1996	8/20/1996	N
2	Northpointe Apts. Danville, VA. (757)965-6200	N	168	168	11/27/1996	4/16/1997	N
3	Summerland Heights I Apts. Woodbridge, VA. (757)965-6200	N	206	206	11/31/1997	5/11/1998	N
4	Summerland Heights II Apts. Woodbridge, VA. (757)965-6200	N	112	112	12/14/1998	7/11/1999	N
5	South Riding Apts. South Riding, VA. (757)965-6200	N	168	168	1/1/1999	8/7/2000	N
6	Somerset Apts. Phase I Gainesville, VA. (757)965-6200	N	172	172	1/31/2002	6/20/2002	N
7	Somerset Apts. Phase II Gainesville, VA. (757)965-6200	N	104	104	1/31/2002	6/20/2002	N
8	Belleville Harbour Apts. Suffolk, VA. (757)965-6200	N	120	120	3/16/2004	9/28/2004	N
9	Whispering Oaks Apts. Portsmouth, VA. (757)965-6200	N	180	180	3/17/2005	11/9/2005	N
10	Independence Square Apts. Portsmouth, VA. (757)965-6200	N	152	152	6/28/2006	10/5/2006	N
11	Belleville Senior Apts. Suffolk, VA. (757)965-6200	N	136	112	8/17/2007	12/14/2007	N
12	Crescent Place Apts. Portsmouth, VA. (757)965-6200	N	156	156	4/23/2008	7/22/2008	N
13	SouthWind Apts. Norfolk, VA. (757)965-6200	N	120	120	2/9/2009	7/14/2009	N
14	Heritage Forest Phase I Newport News, VA. (757)965-6200	N	144	144	5/9/2012	8/28/2012	N
15	Heritage Forest Phase II Newport News, VA. (757)965-6200	N	104	104	2/12/2013	7/12/2013	N
16	The Ponte at Pickett Farm Apts. Norfolk, VA. (757)965-6200	N	120	120	9/15/2014	2/3/2015	N
17	Shorehaven Apartments Dumfries, VA. (757)965-6200	N	240	240	3/25/2014	10/9/2014	N
18	The Ponte at Pickett Farm Phase II Norfolk, VA. (757)965-6200	N	180	180	6/16/2015	11/13/2015	N
19	Deep Creek Crossing Chesapeake, VA. (757)627-8611	Y	102	102	11/30/2016	7/7/2017	N
20	Clairmont Apts. Phase I Norfolk, VA. (757)965-6200	N	84	84	5/31/2017	12/20/2017	N
21	Clairmont Apts. Phase II Norfolk, VA. (757)965-6200	N	68	68	6/19/2017	12/15/2017	N
22	Hampsons of Noble Fredericksburg, VA. (757)627-8611	Y	128	128	9/22/2017	12/15/2017	N
23	Waverley View Frederick, MD (757)627-8611	Y	240	240	1/8/2018	8/23/2018	N
24	St. Paul's Apartments Norfolk, VA. (757)627-8611	Y	126	120	4/2/2019	12/11/2019	N
25	Sterling Mill Lofts Franklinton, NC (757)627-8611	Y	96	96	6/28/2019	8/7/2020	N
26	Valor Apartments Phase II Fredericksburg, VA. (757)627-8611	Y	120	120	8/2/2019	5/7/2020	N
27	Riverbend Apartments Gloucester, VA. (757)627-8611	Y	130	130	9/11/2020	8/12/2021	N
28	Riverbend Apartments Phase II Gloucester, VA. (757)627-8611	Y	60	60	12/31/2020	8/27/2021	N
29	Riverbend Apartments Phase III Gloucester, VA. (757)627-8611	Y	28	28	3/8/2021	1/25/2022	N
30	Aero Apartment Homes Hampton, VA. (757)627-8611	Y	72	72	10/29/2020	8/27/2021	N
31	Aero Apartment Homes Phase II Hampton, VA. (757)627-8611	Y	48	48	1/28/2021	10/20/2021	N
32	PABP Apartments Norfolk, VA. (757)627-8611	Y	70	70	6/15/2022	5/12/2023	N
33	PABP Apartments Phase II Norfolk, VA. (757)627-8611	Y	48	48	8/4/2022	5/18/2023	N
34	288 Lofts Midlothian, VA. (757)627-8611	Y	112	112	N/A	N/A	N
35	288 Lofts Phase II Midlothian, VA. (757)627-8611	Y	48	48	N/A	N/A	N
36	Blaine Landing Williamsburg, VA. (757)627-8611	Y	59	59	N/A	N/A	N
37	Blaine Landing Phase II Williamsburg, VA. (757)627-8611	Y	60	60	N/A	N/A	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and ops 8602 for entity/development for a total of 6

1st PAGE
TOTAL: 4,407 4,377

LIHTC as % of
99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

MILES B. LEON STATEMENT OF EXPERIENCE

Miles Leon is the President and a Partner of S. L. Nusbaum Realty Co. Miles is responsible for all company operations and new business development. He provides strong leadership to the hundreds of staff within the organization with the support of team leaders throughout the company.

Miles has been involved as a principal partner in several commercial and multifamily real estate developments. In addition to his responsibilities as President of S. L. Nusbaum, Miles has been an active participant in the following multifamily and mixed-use developments:

*Blaine Landing Phase I & II	Williamsburg	VA	119 units	LIHTC	Under Construction
288 Lofts Phase I & II	Midlothian	VA	160 units	LIHTC	Under Construction
PABP aka The Ashton Phase I & II	Norfolk	VA	118 units	LIHTC	Completed in 2022
Aero Apartments Phase I & II	Hampton	VA	120 units	LIHTC	Completed in 2021
Riverbend Apartments Phase II & III	Gloucester	VA	88 units	LIHTC	Completed in 2021
*Riverbend Apartments	Gloucester	VA	130 units	LIHTC	Completed in 2020
Valor Apartments Phase II	Fredericksburg	VA	120 units	LIHTC	Completed in 2020
*Mezzo Apartment Homes	Virginia Beach	VA	282 units	Market Rate	Completed in 2020
Sterling Mill Lofts	Franklinton	NC	96 units	LIHTC	Completed in 2020
*St. Paul's Apartments	Norfolk	VA	126 units	LIHTC	Completed in 2019
*Waverley View Apartments	Frederick	MD	240 units	LIHTC	Completed in 2017
Hamptons at Noble	Fredericksburg	VA	128 units	LIHTC	Completed in 2017
Clairmont I & II Apartments	Norfolk	VA	152 units	LIHTC	Completed in 2017
Deep Creek Crossing	Chesapeake	VA	102 units	LIHTC	Completed in 2017
Bancroft Hall Apartments	Virginia Beach	VA	244 units	Market Rate	Completed in 2017
*Quill Apartments	Norfolk	VA	180 units	LIHTC	Completed in 2015
*Pointe at Pickett Farm	Norfolk	VA	120 units	LIHTC	Completed in 2014
Shorehaven Apartments	Dumfries	VA	240 units	LIHTC	Completed in 2014
*Heritage Forest Apartments Phase II	Newport News	VA	104 units	LIHTC	Completed in 2013
Spring Water Apartments	Virginia Beach	VA	252 units	Market Rate	Completed in 2013
The Carlton at Greenbrier	Chesapeake	VA	176 units	Market Rate	Completed in 2012
Meadowood Apartments	Norfolk	VA	180 units	VHDA 80/20	Completed in 2012
*Heritage Forest Apartments	Newport News	VA	144 units	LIHTC	Completed in 2012
*Tanglewood Lake Apartments	Elizabeth City	NC	180 units	Market Rate	Completed in 2010
*River House Apartments	Norfolk	VA	194 units	Market Rate	Completed in 2010
Southwind Apartments	Norfolk	VA	120 units	LIHTC	Completed in 2009
Crescent Place Apartments	Portsmouth	VA	156 units	LIHTC	Completed in 2008
Belleville Seniors	Suffolk	VA	136 units	LIHTC/Market Rate	Completed in 2007
Rockwood Park Apartments	Richmond	VA	132 units	Market Rate	Completed in 2006
Independence Square Apartments	Portsmouth	VA	152 units	LIHTC	Completed in 2005
Somerhill Apartments	Gainesville	VA	140 units	Market Rate	Completed in 2006
Belleville Harbour Apartments	Suffolk	VA	120 units	LIHTC	Completed in 2004
Whispering Oaks	Portsmouth	VA	180 units	LIHTC	Completed in 2005
*Brenneman Farm Apartments	Virginia Beach	VA	304 units	Market Rate	Completed in 2007
Somerset Apartments Phase I & II	Gainesville	VA	276 units	LIHTC	Completed in 2002
South Beach Apartments	Virginia Beach	VA	212 units	Market Rate	Completed in 2001
Devon at South Riding	Chantilly	VA	120 units	Market Rate	Completed in 2000
Abbey at South Riding	Chantilly	VA	168 units	LIHTC	Completed in 1999

Continued on next page

South Pointe Landing Apartments	Richmond	VA	192 units	LIHTC	Completed in 1999
Summerland Heights Apts Phase II	Woodbridge	VA	112 units	LIHTC	Completed in 1999
Deerfield Crossing Apartments	Mebane	NC	144 units	LIHTC	Completed in 1998
The Pines at Carolina Place	Pineville	NC	200 units	LIHTC	Completed in 1997
Summerland Heights Apts Phase I	Woodbridge	VA	206 units	LIHTC	Completed in 1998
North Pointe Apartments	Danville	VA	168 units	LIHTC	Completed in 1997
Arbor Lake Apartments	Chesterfield	VA	126 units	LIHTC	Completed in 1996

Wells Fargo Center:

*Monticello Station Apartments	Norfolk	VA	121 units	Market Rate	Completed in 2011
Wells Fargo Center Retail	Norfolk	VA	50,000 Sq. Ft.	Retail	Completed in 2011
Wells Fargo Center Office Tower	Norfolk	VA	255,000 Sq. Ft.	Office	Completed in 2011

Total: 7,480 units
50,000 Sq. Ft. Retail
255,000 Sq. Ft. Office

* Denotes HUD financed
Updated: 3/2023



S.L. NUSBAUM

REALTY CO. | SINCE 1906



MILES LEON

PRESIDENT, CHAIRMAN OF THE BOARD, CHIEF EXECUTIVE OFFICER

About Miles

As President, Chairman and CEO of S.L. Nusbaum Realty Co, Mr. Leon is responsible for all company operations and new business development. He provides strong leadership to the hundreds of staff within the organization with the support of team leaders throughout the company.

CURRENT COMMUNITY INVOLVEMENT

- CHKD / Children's Health System, Inc. – Board of Directors
- Congregation Beth El, Norfolk – Member
- Downtown Norfolk Council – Board of Directors
- Greater Norfolk Corporation – Board of Directors / Executive Committee Hampton Roads Community Foundation – Board of Directors
- Old Dominion University Real Estate Foundation – Board of Directors / Executive Committee
- Reinvent Hampton Roads – Board of Directors
- United Jewish Federation of Tidewater – Board of Directors / Executive Committee, Past President, Past Annual Campaign Chairman
- United Way of South Hampton Roads – Board of Directors

PAST COMMUNITY INVOLVEMENT

- Access (Tidewater Scholarship Foundation) – Board of Directors Hampton Roads Economic Development Alliance – Board of Directors Hebrew Academy of Tidewater – President / Board of Directors
- Old Dominion University Educational Foundation – Board of Trustees
- Urban Land Institute – Hampton Roads District Council
- State of Virginia Real Estate Board – Member

EDUCATION

Mr. Leon received his Bachelor of Business Administration (Real Estate and Finance) from the University of Georgia in Athens, Georgia, and his Masters in Business Administration from the University of Miami in Miami, Florida.

CONTACT MILES

- ✉ Email Miles Leon
- ☎ O: 757.627.8611
- ☎ F: 757.640.2207

EXECUTIVE ASSISTANT

- ✉ Email Alicia Corski
- ☎ 757.627.8611

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stofford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: SLN Housing, L.L.C. Controlling GP (CGP) or 'Named' Managing Member of Proposed Property? No
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. ? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Taylor Pointe Apts. Chesapeake, VA.	Chesapeake Meadows L.P. (757)965-6200	N	120	120	9/30/1995	2/7/1996	N
2 Arbor Lake Apts. Chester, VA.	Arbor Lakes L.P. (757)965-6200	N	126	126	5/2/1996	8/20/1996	N
3 Northpointe Apts. Danville, VA.	Twin Branch L.P. (757)965-6200	N	168	168	11/27/1996	4/16/1997	N
4 Summerland Heights I Apts. Woodbridge, VA.	Summerland Heights L.P. (757)965-6200	N	206	206	11/3/1997	5/1/1998	N
5 The Pines at Carolina Place Pineville, NC.	Victoria Village L.P. (757)965-6200	N	200	200	12/17/1997	5/20/1998	N
6 Deerfield Crossing Apts. Mebane, NC.	Deerfield Apts. L.P. (757)965-6200	N	144	144	12/18/1997	2/10/1999	N
7 Summerland Heights II Apts. Woodbridge, VA.	Summerland Heights II L.P. (757)965-6200	N	112	112	12/14/1998	7/1/1999	N
8 South Riding Apts. South Riding, VA.	South Riding Apts. L.P. (757)965-6200	N	168	168	1/1/1999	8/7/2000	N
9 SouthPointe Landing Apts. Richmond, VA.	Chippenham Apts. L.P. (757)965-6200	N	192	192	11/1/1999	3/14/2000	N
10 Somerset Apts. Phase I Gainesville, VA.	Somerset Apts. L.P. (757)965-6200	N	172	172	1/31/2002	6/20/2002	N
11 Somerset Apts. Phase II Gainesville, VA.	Somerset Apts. L.P. (757)965-6200	N	104	104	1/31/2002	6/20/2002	N
12 Sea Pines Apts. Virginia Beach, VA.	Sea Pines Apts. L.P. (757)965-6200	N	96	96	10/1/2002	1/16/2003	N
13 The Crossings at Summerland Woodbridge, VA.	Summerland Heights III L.P. (757)965-6200	N	126	126	4/11/2003	12/5/2003	N
14 Belleville Harbour Apts. Suffolk, VA.	Belleharbour Apts. L.P. (757)965-6200	N	120	120	3/16/2004	9/28/2004	N
15 Whispering Oaks Apts. Portsmouth, VA.	Whispering Oaks Apts. L.P. (757)965-6200	N	180	180	3/17/2005	11/9/2005	N
16 Independence Square Apts. Portsmouth, VA.	I Square Apts. L.P. (757)965-6200	N	152	152	6/28/2006	10/5/2006	N
17 Belleville Senior Apts. Suffolk, VA.	Belleville Seniors Apts. L.P. (757)965-6200	N	136	112	8/17/2007	12/14/2007	N
18 Crescent Place Apts. Portsmouth, VA.	Fountain Park Apts. L.P. (757)965-6200	N	156	156	4/23/2008	7/22/2008	N
19 SouthWind Apts. Norfolk, VA.	SouthWind Apts. L.P. (757)965-6200	N	120	120	2/9/2009	7/14/2009	N
20 Heritage Forest Phase I Newport News, VA.	SLN 5100 L.P. (757)965-6200	N	144	144	5/9/2012	8/28/2012	N
21 Heritage Forest Phase II Newport News, VA.	Heritage Forest II L.P. (757)965-6200	N	104	104	2/12/2013	7/12/2013	N
22 The Pointe at Pickett Farm Apts. Norfolk, VA.	Pickett Farm Apts. L.P. (757)965-6200	N	120	120	9/15/2014	2/3/2015	N
23 Shorehaven Apartments Dumfries, VA.	Shorehaven Apts. L.P. (757)965-6200	N	240	240	3/25/2014	10/9/2014	N
24 The Pointe at Pickett Farm Phase II Norfolk, VA.	Quill Apts. L.P. (757)965-6200	N	180	180	6/16/2015	11/13/2015	N
25 Deep Creek Crossing Chesapeake, VA.	SLN Deep Creek L.P. (757)627-8611	Y	102	102	11/30/2016	7/7/2017	N
26 Clairmont Apts. Phase I Norfolk, VA.	Clairmont Associates L.P. (757)965-6200	N	84	84	5/31/2017	12/20/2017	N
27 Clairmont Apts. Phase II Norfolk, VA.	Clairmont Associates II L.P. (757)965-6200	N	68	68	6/19/2017	12/15/2017	N
28 Hamplons at Noble Fredericksburg, VA.	Hamplons at Noble L.P. (757)627-8611	Y	128	128	9/22/2017	12/15/2017	N
29 Waverley View Frederick, MD.	SLN Waverley View L.P. (757)627-8611	Y	240	240	1/8/2018	8/23/2018	N
30 St. Paul's Apartments Norfolk, VA.	St. Paul's Apartments L.P. (757)627-8611	Y	126	120	4/2/2019	12/11/2019	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 4,334 4,304 LIHTC as % of 99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: <u>Nusbaum Associates, L.P.</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <u>Yes</u>							
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	8823(s) (Y/N)	Uncorrected Explain "Y"	
1 Sterling Mill Lofts Franklin, NC	Sterling Mill Apartments, L.L.C. (757)627-8611	Y	96	96	6/28/2019	8/7/2020	N		
2 Valor Apartments Phase II Fredericksburg, VA	Valor Apartments Phase II, L.P. (757)627-8611	Y	120	120	8/2/2019	5/7/2020	N		
3 Riverbend Apartments Gloucester, VA	Riverbend Apartments, L.P. (757)627-8611	Y	130	130	9/11/2020	8/12/2021	N		
4 Riverbend Apartments Phase II Gloucester, VA	Riverbend Apartments Phase II, L.P. (757)627-8611	Y	60	60	12/31/2020	8/27/2021	N		
5 Riverbend Apartments Phase III Gloucester, VA	Riverbend Apartments Phase III, L.P. (757)627-8611	Y	28	28	3/8/2021	1/25/2022	N		
6 Aero Apartment Homes Hampton, VA	Lake View Apartments, L.P. (757)627-8611	Y	72	72	10/29/2020	8/27/2021	N		
7 Aero Apartment Homes Phase II Hampton, VA	Lake View Apartments Phase II, L.P. (757)627-8611	Y	48	48	1/28/2021	10/20/2021	N		
8 PABP Apartments Norfolk, VA	PABP Apartments, L.P. (757)627-8611	Y	70	70	6/15/2022	5/12/2023	N		
9 PABP Apartments Phase II Norfolk, VA	PABP Apartments Phase II, L.P. (757)627-8611	Y	48	48	8/4/2022	5/18/2023	N		
10 288 Lofts Midlothian, VA	288 Lofts, L.P. (757)627-8611	Y	112	112	N/A	N/A	N		
11 288 Lofts Phase II Midlothian, VA	288 Lofts Phase II, L.P. (757)627-8611	Y	48	48	N/A	N/A	N		
12 Blaine Landing Williamsburg, VA	Blaine Landing, L.P. (757)627-8611	Y	59	59	N/A	N/A	N		
13 Blaine Landing Phase II Williamsburg, VA	Blaine Landing Phase II, L.P. (757)627-8611	Y	60	60	N/A	N/A	N		
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
 TOTAL: 951 951

LIHTC as % of
 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

**NUSBAUM ASSOCIATES, L.P.
STATEMENT OF EXPERIENCE**

Nusbaum Associates, L.P. is a Limited Partnership in which S.L. Nusbaum Realty Co. is the sole general partner. Nusbaum Associates is comprised of the principals of S.L. Nusbaum Realty Co. Nusbaum Associates owns conventional multifamily development projects that were developed through its multifamily development division. S.L. Nusbaum has been in business since 1906 and has extensive knowledge and expertise in the property management and development business for conventional and affordable housing.

Nusbaum Associates, L.P.'s multifamily and mixed-use developments are noted below:

*Blaine Landing Phase I & II	Williamsburg	VA	119 units	LIHTC	Under Construction
288 Lofts Phase I & II	Midlothian	VA	160 units	LIHTC	Under Construction
PABP / The Ashton Phase I & II	Norfolk	VA	118 units	LIHTC	Completed in 2022
Aero Apartments Phase I & II	Hampton	VA	120 units	LIHTC	Completed in 2021
Riverbend Apartments Phase II & III	Gloucester	VA	88 units	LIHTC	Completed in 2021
*Riverbend Apartments	Gloucester	VA	130 units	LIHTC	Completed in 2020
Valor Apartments Phase II	Fredericksburg	VA	120 units	LIHTC	Completed in 2020
*Mezzo Apartment Homes	Virginia Beach	VA	282 units	Market Rate	Completed in 2020
Sterling Mill Lofts	Franklinton	NC	96 units	LIHTC	Completed in 2020
Bancroft Hall Apartments	Virginia Beach	VA	244 units	Market Rate	Completed in 2017
Spring Water Apartments	Virginia Beach	VA	252 units	Market Rate	Completed in 2013
The Carlton at Greenbrier	Chesapeake	VA	176 units	Market Rate	Completed in 2012
Meadowood Apartments	Norfolk	VA	180 units	VHDA 80/20	Completed in 2011
*River House Apartments	Norfolk	VA	194 units	Market Rate	Completed in 2010
*Tanglewood Lake Apartments	Elizabeth City	NC	180 units	Market Rate	Completed in 2010
Rockwood Park Apartments	Richmond	VA	132 units	Market Rate	Completed in 2006
Somerhill Apartments	Gainesville	VA	140 units	Market Rate	Completed in 2006
Brookfield Apartments	Virginia Beach	VA	352 units	VHDA	Completed in 1974

Wells Fargo Center:

*Monticello Station Apartments	Norfolk	VA	121 units	Market Rate	Completed in 2011
Wells Fargo Center Retail	Norfolk	VA	50,000 Sq. Ft.	Retail	Completed in 2011
Wells Fargo Center Office Tower	Norfolk	VA	255,000 Sq. Ft.	Office	Completed in 2011

Total: 3,204 units
 50,000 Sq. Ft. Retail
 255,000 Sq. Ft. Office

* Denotes HUD financed
 Updated: 3/2023

**INTERESTS IN S.L.
NUSBAUM REALTY CO.
AND NUSBAUM
ASSOCIATES, L.P.**

**SHAREHOLDER/
LIMITED PARTNER**

Johnson Group

Allan G. Donn
Thomas G. Johnson, Jr.
William E. Rachels, Jr.
Judith H. Rachels

Nusbaum Group

Stephan H. Gordon
James M. Gresock
Michael D. Gurley
William H. Halprin
Edythe C. Harrison
Timothy C. Harrison
Jody H. Grass
Julie H. Mayer
Virginia Batteen Hawks
Richard M. Jacobson
Miles B. Leon
Joseph Mersel
Alan L. Nordlinger
Ann G. Nusbaum
Murray S. Rosenbach
Ronald H. Rowe
Linda S. Laibstain
William L. Nusbaum
Robert G. Butcher, III
Frank H. Cowling, Jr.
Timothy M. Finn
John T. Litz
Allison Rachels
John M. Profilet
Gary E. Hartman
Michael Myers
Thomas G. Johnson, III
Andrew S. Nusbaum
Lindsay Ann N. Davenport
Matthew R. Nusbaum
Nathan A. Shor
Tyler R. Jacobson
William C. Overman, III
John J. Wessling
Stephanie A. Sanker
Richard T. Counselman
Sharon L. Swanberg
Aaron D. Wyatt
Stephen J. Boyce
Christopher A. Hucke
Robert M. Stanton
Christopher M. Zarpas

**GENERAL PARTNER:
S.L. NUSBAUM REALTY CO.**

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Stafford Lofts Phase II GP, L.L.C. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Principal's Name: Y or N

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Loft Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Allan G. Donn Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Thomas G. Johnson, Jr. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: William E. Rachels, Jr. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Judith H. Rachels Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Stephan H. Gordon

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

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

1st PAGE TOTAL: 0 0

#DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: James M. Gresock Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: William H. Halprin Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Belleville Harbour Apts. Suffolk, VA.	Belleharbour Apts., L.P. (757)965-6200	N	120	120	3/16/2004	9/28/2004	N
2	Belleville Senior Apts. Suffolk, VA.	Belleville Seniors Apts., L.P. (757)965-6200	N	136	112	8/17/2007	12/14/2007	N
3	Independence Square Apts. Portsmouth, VA.	I Square Apts., L.P. (757)965-6200	N	152	152	6/28/2006	10/5/2006	N
4	Sea Pines Apts. Virginia Beach, VA.	Sea Pines Apts., L.P. (757)965-6200	N	96	96	10/1/2002	1/16/2003	N
5	The Crossings at Summerland Woodbridge, VA.	Summerland Heights III, L.P. (757)965-6200	N	126	126	4/11/2003	12/5/2003	N
6	Somerset Apts. Phase I Gainesville, VA.	Somerset Apts., L.P. (757)965-6200	N	172	172	1/31/2002	6/20/2002	N
7	Somerset Apts. Phase II Gainesville, VA.	Somerset Apts., L.P. (757)965-6200	N	104	104	1/31/2002	6/20/2002	N
8	South Riding Apts. South Riding, VA.	South Riding Apts., L.P. (757)965-6200	N	168	168	1/1/1999	8/7/2000	N
9	Summerland Heights I Apts. Woodbridge, VA.	Summerland Heights, L.P. (757)965-6200	N	206	206	11/3/1997	5/1/1998	N
10	Summerland Heights II Apts. Woodbridge, VA.	Summerland Heights II, L.P. (757)965-6200	N	112	112	12/14/1998	7/1/1999	N
11	Northpointe Apts. Danville, NC.	Twin Branch, L.P. (757)965-6200	N	168	168	11/27/1996	4/16/1997	N
12	Arbor Lake Apts. Chester, VA.	Arbor Lakes, L.P. (757)965-6200	N	126	126	5/2/1996	8/20/1996	N
13	Whispering Oaks Apts. Portsmouth, VA.	Whispering Oaks Apts., L.P. (757)965-6200	N	180	180	3/17/2005	11/9/2005	N
14	Crescent Place Apts. Portsmouth, VA.	Fountain Park Apts., L.P. (757)965-6200	N	156	156	4/23/2008	7/22/2008	N
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TOTAL 2,022 1,998 99% **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Edythe C. Hamison Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Timothy C. Harrison Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Jody H. Grass Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Julie H. Mayer Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Virginia B. Hawks Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Richard M. Jacobson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Joseph Mersel Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Alan L. Nordlinger Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Ann G. Nusbaum Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Murray Rosenbach Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
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- 4 Use separate pages as needed, for each principal.

Principal's Name: Ronald H. Rowe Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Linda S. Laibstain Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: William L. Nusbaum Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Robert G. Butcher, III Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. # (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Frank H. Cowling, Jr. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Timothy M. Finn Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: John T. Litz Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Allison Rachels Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: John M. Profilet Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Gary E. Harlman Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	The Crossings at Summerland Woodbridge, VA.	Summerland Heights III, L.P. (757)965-6200	N	126	126	4/11/2003	12/5/2003	N
2	Somerset Apts. Phase I Gainesville, VA.	Somerset Apts., L.P. (757)965-6200	N	172	172	1/31/2002	6/20/2002	N
3	Somerset Apts. Phase II Gainesville, VA.	Somerset Apts., L.P. (757)965-6200	N	104	104	1/31/2002	6/20/2002	N
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1st PAGE
 TOTAL: 402 402

LIHTC as % of
 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Andrew S. Nusbaum Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Lindsay Ann N. Davenport Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Nathan Shor Controlling GP (CGP) or 'Named' Managing Member of Proposed Property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lotts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: William C. Overman Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Deep Creek Crossing Chesapeake, VA	SLN Deep Creek, L.P. (757)627-8611	N	102	102	11/30/2016	7/7/2017	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 102 102 LIHTC as % of 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: John J. Wessling Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Sharon L. Swanberg Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Aaron D. Wyatt Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Deep Creek Crossing Chesapeake, VA.	SLN Deep Creek, L.P. (757)627-8611	N	102	102	11/30/2016	7/7/2017	N
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1st PAGE TOTAL: 102 102 LIHTC as % of 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Stephen J. Boyce Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Hampsons at Noble Fredericksburg, VA.	Hampsons at Noble, L.P. (757)627-8611	N	128	128	9/22/2017	12/15/2017	N
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1st PAGE TOTAL: 128 128 LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Christopher M. Zarpas Controlling GP (CGP) or 'Named' Managing Member of Proposed Property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: S.L. Nusbaum Realty Co. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

S.L. Nusbaum Realty Co.
PRINCIPAL OFFICERS

August 25, 2022

Miles B. Leon	President, Chairman of the Board, Chief Executive Officer
Alan L. Nordlinger	Vice Chairman
William L. Nusbaum	Secretary
Virginia Batteen Hawks	Senior Vice President, Chief Financial Officer, Chief Operating Officer, & Assistant Secretary
Jerry W. Adams	Senior Vice President
Stephen J. Boyce	Senior Vice President
Robert Butcher, III	Senior Vice President
Richard T. Counselman	Senior Vice President
Frank H. Cowling, Jr.	Senior Vice President
Timothy M. Finn	Senior Vice President
James M. Gresock	Senior Vice President
Michael D. Gurley	Senior Vice President
Richard M. Jacobson	Senior Vice President
Thomas G. Johnson, III	Senior Vice President
John T. Litz	Senior Vice President
Joseph Mersel	Senior Vice President
Michael Myers	Senior Vice President
John M. Profilet	Senior Vice President
Murray S. Rosenbach	Senior Vice President
Nathan A. Shor	Senior Vice President
Robert M. Stanton	Senior Vice President
Aaron D. Wyatt	Senior Vice President
Michael Devine	Regional Vice President
Debbie Franco	Regional Vice President
Courtney E. Lundquist	Regional Vice President
Lindsay Pease	Regional Vice President
Lawrence Agnew	Vice President
Doug Aronson	Vice President
Diana Capilli	Vice President
Susan Childress	Vice President
C. Cheyney Cole	Vice President
Ginny Davila	Vice President
C. Lee Davis	Vice President
Susan Davis	Vice President
Christopher Devine	Vice President
H. Thomas Drew	Vice President
Stephan H. Gordon	Vice President
Joy Herlong	Vice President
Lori J. Houston	Vice President

Christopher Hucke Vice President
Tyler Jacobson Vice President
Nathan E. Jaffe Vice President
David T. Kalman Vice President
Austin Newman Vice President
James S. Oakley Vice President
Paul H. Peck Vice President
Allison N. Rachels Vice President
Sam Rapoport Vice President
Stephanie Sanker Vice President
Sharon Swanberg Vice President
Doug Tice III Vice President
John Wessling Vice President
Tom Willcox Vice President
Thomas A. Wood Vice President
Christopher Zarpas Vice President

Faye L. Clayton Assistant Vice President
Bonnie L. Golay Assistant Vice President
Cathleen J. Goodwin Assistant Vice President
Marianne B. Westrich Assistant Vice President

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Jerry W. Adams Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Debbie Franco Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected 8823** has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Courtney E. Lundquist Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
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- 4 Use separate pages as needed, for each principal.

Principal's Name: Lindsay Pease Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
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- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Lawrence Agnew Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Doug Aronson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Diana Capilli Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Susan Childress Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: C. Cheyney Cole Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Virginia Davila Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: C. Lee Davis Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Susan Davis Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Christopher Devine Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: H. Thomas Drew Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Joy Hertong Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Lori J. Houston Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Nathan E. Jaffe Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: David T. Kalman Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Austin Newman Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: James S. Oakley Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Paul H. Peck Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

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

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Sam Rapoport Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Douglas O. Tice, III Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Tom Willcox Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Faye L. Clayton Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Bonita L. Golay Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every** individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Cathleen J. Goodwin Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: MAINLINE Apartments Phase II
 Name of Applicant: Stafford Lofts Phase II, L.P.

INSTRUCTIONS:

- 1 A Schedule A is required for **every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

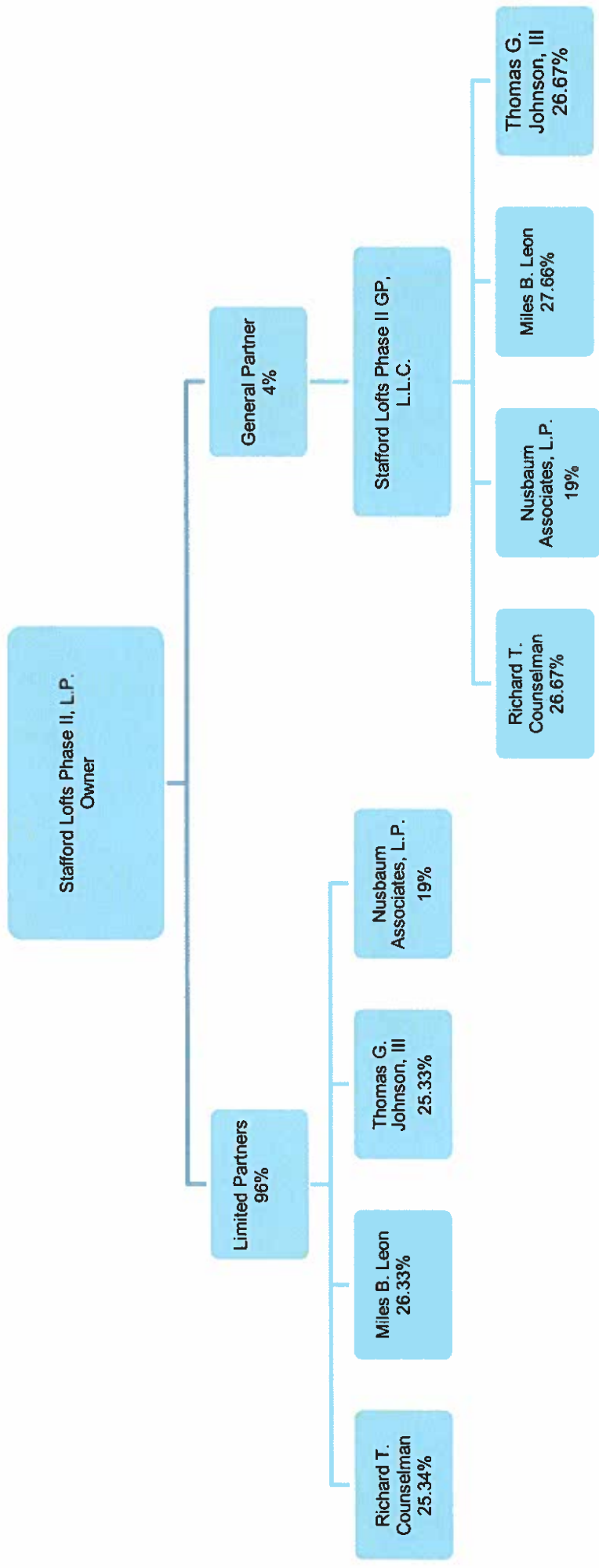
Principal's Name: Marianne Westrich Controlling GP (CGP) or 'Named' Managing Member of Proposed property? No
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB



Tab E:

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

SALES/PURCHASE AGREEMENT

THIS SALES/PURCHASE AGREEMENT (this "*Agreement*") is made as of the 10th day of July, 2023 by and between MAINLINE HOLDING COMPANY, L.L.C., a Virginia limited liability company ("*Seller*"), and STAFFORD LOFTS PHASE II, L.P., a Virginia limited partnership ("*Buyer*").

1. Property. Seller shall sell to Buyer and Buyer shall purchase from Seller a portion of that certain property of Seller located in Stafford County, Virginia that has the approximate boundaries as more particularly shown as "PHASE II = HATCHED AREA" on the site layout prepared by TS3 Architects PC, a copy of which is attached hereto as Exhibit A (the "*Property*"). Seller and Buyer shall mutually agree upon the final boundaries of the Property that shall be accomplished by either a subdivision plat or by a land condominium.

2. Purchase Price. The purchase price for the Property (the "*Purchase Price*") shall be **Four Million Eighty Thousand and No/100 Dollars (\$4,080,000.00)**.

3. Closing. The closing ("*Closing*") shall be held in the offices of a mutually agreed upon title company via escrow on a mutually acceptable date that is no more than thirty (30) days after the Buyer's notice to Seller that all required conditions to Closing have been satisfied, but in any event by no later than December 31, 2025.

(a) Seller Deliverables at Closing. At Closing, Seller shall deliver a special warranty deed (the "*Deed*") to the Property, duly executed and acknowledged by Seller, and such other documents as reasonable requested by Buyer and/or as are customarily provided by a seller in a comparable commercial real estate transaction in Stafford County, Virginia.

(b) Buyer Deliverable at Closing. At Closing, Buyer shall pay the Purchase Price to Seller.

4. Costs of Closing. Seller shall be responsible for all applicable recordation taxes and fees payable to record the Deed customarily paid by sellers/grantors. Buyer shall be responsible for all applicable recordation taxes and fees payable to record the Deed customarily paid by buyers/grantees.

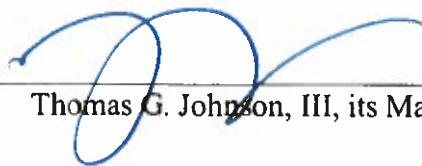
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WITNESS the following signatures:

BUYER:

STAFFORD LOFTS PHASE II, L.P., a Virginia limited partnership
By: Stafford Lofts Phase II GP, L.L.C., its general partner

By: 
Richard T. Counselman, its Manager

By: 
Thomas G. Johnson, III, its Manager

SELLER:

MAINLINE HOLDING COMPANY, L.L.C., a Virginia limited liability company

By: 
Richard T. Counselman, its Manager

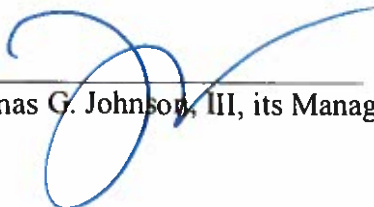
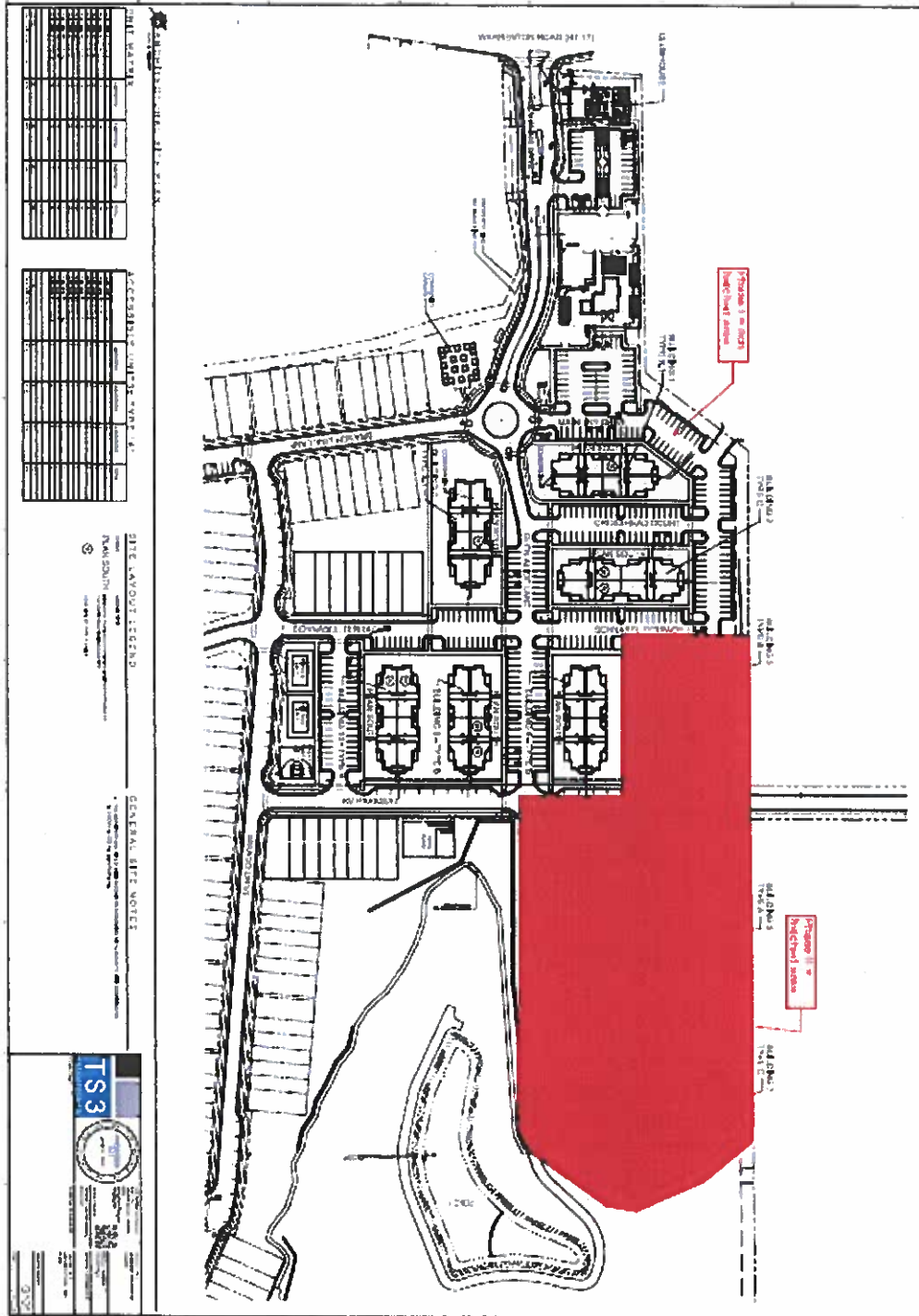
By: 
Thomas G. Johnson, III, its Manager

EXHIBIT A

Property



Stafford County VA

Commissioner of the Revenue

PO Box 98

Stafford, VA 22555-0098

FORWARDING SERVICE REQUESTED

MAINLINE HOLDING COMPANY LLC 6
440 MONTICELLO AVE STE 1700
NORFOLK, VA 23510-2670



Commissioner of the Revenue
 PO Box 98
 Stafford, VA 22555-0098

FORWARDING SERVICE REQUESTED

**COUNTY OF STAFFORD
 NOTICE OF VALUE CHANGE**

*****THIS IS NOT A BILL*****

Please read important information on the back

ASSESSMENT VALUE FOR PROPERTY BELOW
 FOR TAX YEAR 2023
 APPLICABLE JANUARY 1, 2023

MAINLINE HOLDING COMPANY LLC
 440 MONTICELLO AVE STE 1700
 NORFOLK, VA 23510-2670

TAX MAP NUMBER: 45 67A
 ALTERNATE PIN NUMBER: 27605
 LEGAL DESCRIPTION: NR FALMOUTH 1.507 AC

NOTIFICATION OF PROPOSED ASSESSED VALUE FOR TAX YEAR 2023

2023 TOTAL ASSESSED VALUE \$ 382,000

Effective Year	2023	2022	2021
Land	\$ 173,300	\$ 95,000	\$ 70,000
Buildings	\$ 208,700	\$ 208,700	\$ 183,600
Total	\$ 382,000	\$ 303,700	\$ 253,600
Tax Rate (per \$100)	\$ NOT YET SET *	\$ 0.85	\$ 0.97
Annual Tax Levy	N/A	\$ 2,581.45	\$ 2,459.92

* THE 2023 TAX RATE WILL BE SET AT A PUBLIC HEARING DURING A BOARD OF SUPERVISORS MEETING IN APRIL 2023. THE ACTUAL DATE FOR THIS HEARING WILL BE ADVERTISED IN THE FREE LANCE-STAR AND ON THE COUNTY'S WEBSITE (<https://staffordcountyva.gov>).

Appeal Information

If you feel your assessment does not reflect the true market value of your property or is not comparable to similar properties, you may have a case to appeal your assessment. Please do not appeal if you think your property value changed by too large a percentage, or if you do not want to pay more in taxes. In these cases an appeal is not justified. Please direct your questions/appeals to the office of the Commissioner of the Revenue prior to **March 10, 2023** between 9:00 am and 3:00 pm at 540-658-4132, option 2. You may also visit us at <https://www.staffordcountyva.gov/cor>. On the department homepage click on the 2023 Assessment banner. Please follow the given instructions carefully to file an online appeal.

Property Record Information

Taxpayers may request to examine appraisal cards, working papers, and any other information regarding the methodology employed in calculating the assessed value. Real estate information is also available online. An internet browser search for "va stafford assessor" will take you to our property lookup site.

See the reverse side for additional important information

**SCOTT A. MAYAUSKY
 COMMISSIONER OF THE REVENUE**

Please notify the Commissioner of the Revenue's Office of any mailing address change.

Any person, firm or corporation who receives tax bills on behalf of the owner of real property and as a result thereof also receives this notice, shall transmit the notice to such owner at his last known address immediately on receipt thereof, and shall be liable to such owner in an action at law liquidated damages in the amount of twenty-five dollars in the event of a failure to so transmit the notice. Mailing such notice to the last known address of the property owner shall be deemed to satisfy the requirement of this section. VA Code 58 1-3330.

QUALIFICATIONS FOR STAFFORD COUNTY TAX RELIEF

- Applicants must be 65 years of age or older OR permanently disabled as of January 1, 2023
- Applicants must file an application with this office prior to April 1, 2023
- If applicant is qualified for tax relief, relief is given on the dwelling and one acre
- A maximum of \$3,000 in taxes may be exempted
- Net-Worth calculation should not include house and land not exceeding 20 acres
- Tax relief qualifications are subject to change. If you have questions or for more information call 540-658-4132 option 2.

EXEMPTION QUALIFICATION LEVELS

Income up to:	Net-Worth up to:	% Relief
\$35,000.00	\$400,000.00	100%
\$40,000.00	\$200,000.00	50%

TAX RELIEF FOR DISABLED VETERANS:

You may qualify for tax relief if you have a 100% permanent service-related disability rating from the VA or had a spouse killed in action. Please visit our website at: <https://staffordcountyva.gov/vetrelief> for details and to apply using the online portal.

QUALIFICATIONS FOR REDUCED ASSESSMENT UNDER THE LAND USE PROGRAM:

- Must have at least five acres of farm land or twenty acres in timber.
- Call 540-658-4132, option 2 for more information.
- This notice does not show the land use value for 2023 and does not reflect the actual total value on which taxes were billed in 2022 on parcels in land use.

2023 Assessment Frequently Asked Questions

Why am I receiving an assessment notice?

You are receiving a notice because the value of your property has changed. A change in property value is due to either new construction that occurred in calendar year 2022, changes to land parcels, or new information gathered by this office.

Is this the same as a reassessment?

No, the 2022 base value for your assessment has not changed. The Stafford County code requires the Commissioner of the Revenue to reassess property every two years. Your assessment is still based upon the value of property as of **January 1, 2022**. The next general reassessment will be effective January 1, 2024. Your new value reflects the original assessed value plus the value of any changes to the property.

I have not completed any improvements to my property in 2022, so why did my value increase?

Though you may not have improved your property in 2022 our office may have discovered that there are improvements that may not have been accounted for in your 2022 value. It is our responsibility to correct the real estate record and add these improvements.

Why is it important for the county to have accurate records?

A number of state funding sources for the County are tied to the accuracy of property assessments. If assessments fall too far below market value state funding can be reduced or even withheld. The best way to ensure that property is accurately assessed is to continuously verify and correct the data we have on all properties.



Commissioner of the Revenue
 PO Box 98
 Stafford, VA 22555-0098

FORWARDING SERVICE REQUESTED

COUNTY OF STAFFORD NOTICE OF VALUE CHANGE

THIS IS NOT A BILL

Please read important information on the back

ASSESSMENT VALUE FOR PROPERTY BELOW
 FOR TAX YEAR 2023
 APPLICABLE JANUARY 1, 2023

MAINLINE HOLDING COMPANY LLC
 440 MONTICELLO AVE STE 1700
 NORFOLK, VA 23510-2670

TAX MAP NUMBER: 45 69
 ALTERNATE PIN NUMBER: 27608
 LEGAL DESCRIPTION: O'BANNON 2 AC

NOTIFICATION OF PROPOSED ASSESSED VALUE FOR TAX YEAR 2023

2023 TOTAL ASSESSED VALUE \$ 235,000

Effective Year	2023	2022	2021
Land	\$ 230,000	\$ 100,000	\$ 75,000
Buildings	\$ 5,000	\$ 5,000	\$ 5,000
Total	\$ 235,000	\$ 105,000	\$ 80,000
Tax Rate (per \$100)	\$ NOT YET SET *	\$ 0.85	\$ 0.97
Annual Tax Levy	N/A	\$ 892.50	\$ 776.00

* THE 2023 TAX RATE WILL BE SET AT A PUBLIC HEARING DURING A BOARD OF SUPERVISORS MEETING IN APRIL 2023. THE ACTUAL DATE FOR THIS HEARING WILL BE ADVERTISED IN THE FREE LANCE-STAR AND ON THE COUNTY'S WEBSITE (<https://staffordcountyva.gov>).

Appeal Information

If you feel your assessment does not reflect the true market value of your property or is not comparable to similar properties, you may have a case to appeal your assessment. Please do not appeal if you think your property value changed by too large a percentage, or if you do not want to pay more in taxes. In these cases an appeal is not justified. Please direct your questions/appeals to the office of the Commissioner of the Revenue prior to **March 10, 2023** between 9:00 am and 3:00 pm at 540-658-4132, option 2. You may also visit us at <https://www.staffordcountyva.gov/cor>. On the department homepage click on the 2023 Assessment banner. Please follow the given instructions carefully to file an online appeal.

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Taxpayers may request to examine appraisal cards, working papers, and any other information regarding the methodology employed in calculating the assessed value. Real estate information is also available online. An internet browser search for "va stafford assessor" will take you to our property lookup site.

See the reverse side for additional important information

SCOTT A. MAYAUSKY
 COMMISSIONER OF THE REVENUE

Please notify the Commissioner of the Revenue's Office of any mailing address change.

Any person, firm or corporation who receives tax bills on behalf of the owner of real property and as a result thereof also receives this notice, shall transmit the notice to such owner at his last known address immediately on receipt thereof, and shall be liable to such owner in an action at law liquidated damages in the amount of twenty-five dollars in the event of a failure to so transmit the notice. Mailing such notice to the last known address of the property owner shall be deemed to satisfy the requirement of this section. VA Code 58.1-3330.

QUALIFICATIONS FOR STAFFORD COUNTY TAX RELIEF

- Applicants must be 65 years of age or older OR permanently disabled as of January 1, 2023
- Applicants must file an application with this office prior to April 1, 2023
- If applicant is qualified for tax relief, relief is given on the dwelling and one acre
- A maximum of \$3,000 in taxes may be exempted
- Net-Worth calculation should not include house and land not exceeding 20 acres
- Tax relief qualifications are subject to change. If you have questions or for more information call 540-658-4132 option 2.

EXEMPTION QUALIFICATION LEVELS

Income up to:	Net-Worth up to:	% Relief
\$35,000.00	\$400,000.00	100%
\$40,000.00	\$200,000.00	50%

TAX RELIEF FOR DISABLED VETERANS:

You may qualify for tax relief if you have a 100% permanent service-related disability rating from the VA or had a spouse killed in action. Please visit our website at: <https://staffordcountyva.gov/vetrelief> for details and to apply using the online portal.

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- Must have at least five acres of farm land or twenty acres in timber.
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 FOR TAX YEAR 2023
 APPLICABLE JANUARY 1, 2023

MAINLINE HOLDING COMPANY LLC
 440 MONTICELLO AVE STE 1700
 NORFOLK, VA 23510-2670

TAX MAP NUMBER: 45 95
 ALTERNATE PIN NUMBER: 27628
 LEGAL DESCRIPTION: NR FALMOUTH 2.43 AC

NOTIFICATION OF PROPOSED ASSESSED VALUE FOR TAX YEAR 2023

2023 TOTAL ASSESSED VALUE \$ 279,500

Effective Year	2023	2022	2021
Land	\$ 279,500	\$ 5,000	\$ 5,000
Buildings	\$ 0	\$ 0	\$ 0
Total	\$ 279,500	\$ 5,000	\$ 5,000
Tax Rate (per \$100)	\$ NOT YET SET *	\$ 0.85	\$ 0.97
Annual Tax Levy	N/A	\$ 42.50	\$ 48.50

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- Tax relief qualifications are subject to change. If you have questions or for more information call 540-658-4132 option 2.

EXEMPTION QUALIFICATION LEVELS

Income up to:	Net-Worth up to:	% Relief
\$35,000.00	\$400,000.00	100%
\$40,000.00	\$200,000.00	50%

TAX RELIEF FOR DISABLED VETERANS:

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 FOR TAX YEAR 2023
 APPLICABLE JANUARY 1, 2023

MAINLINE HOLDING COMPANY LLC
 440 MONTICELLO AVE STE 1700
 NORFOLK, VA 23510-2670

TAX MAP NUMBER: 45 67
 ALTERNATE PIN NUMBER: 27604
 LEGAL DESCRIPTION: NR FALMOUTH 5.531 AC

NOTIFICATION OF PROPOSED ASSESSED VALUE FOR TAX YEAR 2023

2023 TOTAL ASSESSED VALUE \$ 636,100

Effective Year	2023	2022	2021
Land	\$ 636,100	\$ 159,600	\$ 159,600
Buildings	\$ 0	\$ 0	\$ 0
Total	\$ 636,100	\$ 159,600	\$ 159,600
Tax Rate (per \$100)	\$ NOT YET SET *	\$ 0.85	\$ 0.97
Annual Tax Levy	N/A	\$ 1,356.60	\$ 1,548.12

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EXEMPTION QUALIFICATION LEVELS

Income up to:	Net-Worth up to:	% Relief
\$35,000.00	\$400,000.00	100%
\$40,000.00	\$200,000.00	50%

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 440 MONTICELLO AVE STE 1700
 NORFOLK, VA 23510-2670

TAX MAP NUMBER: 45 94
 ALTERNATE PIN NUMBER: 27627
 LEGAL DESCRIPTION: FALMOUTH 10.13 AC

NOTIFICATION OF PROPOSED ASSESSED VALUE FOR TAX YEAR 2023

2023 TOTAL ASSESSED VALUE \$ 1,166,000

Effective Year	2023	2022	2021
Land	\$ 1,165,000	\$ 200,000	\$ 175,000
Buildings	\$ 1,000	\$ 1,000	\$ 1,000
Total	\$ 1,166,000	\$ 201,000	\$ 176,000
Tax Rate (per \$100)	\$ NOT YET SET *	\$ 0.85	\$ 0.97
Annual Tax Levy	N/A	\$ 1,708.50	\$ 1,707.20

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TAX MAP NUMBER: 45 96
 ALTERNATE PIN NUMBER: 27629
 LEGAL DESCRIPTION: NR FALMOUTH 22.95 AC

NOTIFICATION OF PROPOSED ASSESSED VALUE FOR TAX YEAR 2023

2023 TOTAL ASSESSED VALUE \$ 2,639,300

Effective Year	2023	2022	2021
Land	\$ 2,639,300	\$ 703,000	\$ 703,000
Buildings	\$ 0	\$ 0	\$ 0
Total	\$ 2,639,300	\$ 703,000	\$ 703,000
Tax Rate (per \$100)	\$ NOT YET SET *	\$ 0.85	\$ 0.97
Annual Tax Levy	N/A	\$ 5,975.50	\$ 6,819.10

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Tab F:

RESNET Rater Certification (MANDATORY)

Appendices continued

RESNET Rater Certification of Development Plans

Deal Name MAINLINE Apartments Phase II

Deal Address 290 Warrenton Rd. Fredericksburg, Va. 22405

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 Virginia Housing.

**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 Virginia Housing 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 Virginia Housing 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 Virginia Housing.

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

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

Appendices continued

Additional Optional Certifications continued

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

_____ **Enterprise Green Communities** – The development's design meets the criteria for 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.**

Printed Name _____ Brad Brinke _____ 07/10/23

RESNET Rater

Date

Signature _____ *Brad Brinke* _____

Resnet Provider Agency _____ Building Efficiency Resources _____

Signature _____ *Darol Harrison* _____

Provider Contact & Phone/Email _____ Darol Harrison 800-399-9620 x7 / hers@theber.com _____

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LbpeqmEv

HERS® Index Score:

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

63

Annual Savings

\$633

*Relative to an average U.S. home

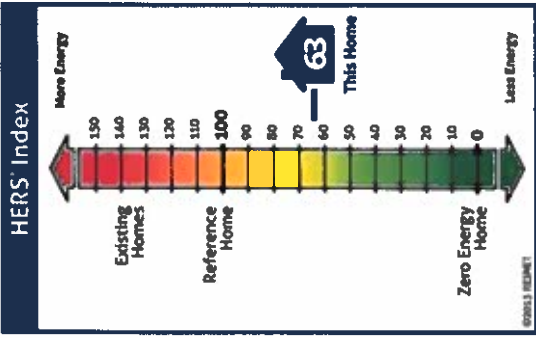
Home:
290 Warrenton Rd
Stafford County, VA 22405
Builder:

Your Home's Estimated Energy Use:

	Use (MBtu)	Annual Cost
Heating	7.0	\$205
Cooling	1.8	\$52
Hot Water	6.1	\$178
Lights/Appliances	11.0	\$323
Service Charges		\$84
Generation (e.g. Solar)	0.0	\$0
Total:	25.9	\$842

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.0
2018 International Energy Conservation Code




Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	841 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.88 Energy Factor
House Tightness:	3 ACH50 (Adjusted Infiltration: 1.77 ACH50)
Ventilation:	100 CFM • 35 Watts (Default) • Air Cycler w/ Supp. Fan
Duct Leakage to Outside:	10 CFM @ 25Pa (1.19 / 100 ft ²)
Above Grade Walls:	R-15
Ceiling:	Adiabatic, R-37
Window Type:	U-Value: 0.33, SHGC: 0.28
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Brad Brinke
RESNET ID: 7280903
Rating Company: Procraft Inspection Services

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620


Brad Brinke, Certified Energy Rater
Digitally signed: 7/19/23 at 1:55 PM



Tab G:

Zoning Certification Letter (MANDATORY)

Bowman

Appendices continued

Zoning Certification

Date 6/27/23

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development MAINLINE Apartments Phase II

Name of Owner/Applicant Stafford Lofts Phase II, L.P.

Name of Seller/Current Owner MAINLINE Holding Company, L.L.C.

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

Development Description:

Development Address
290 Warrenton Rd
Fredericksburg, Va. 22405

Legal Description
See Attached Exhibit

Proposed Improvements

- New Construction: 120 #Units 4 #Buildings 152,908.22 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.

Appendices continued

Current Zoning: UD-3 allowing a density of N/A units per acre, and the following other applicable conditions: approved for 260 residential multifamily units, and 114 residential townhouse dwelling units, and 4,776 square feet of commercial space. See attached Voluntary Proffer Statement

Other Descriptive Information
See attached Voluntary Proffer Statement.

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.

Date July 12, 2023

Signature *William Dyle*

Printed Name William Dyle

Title of Local Official or Civil Engineer Sr Project Manager

Phone 540 371 0266

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.



Board of Supervisors

Crystal L. Vanuch, Chairman
Pamela Yeung, Vice Chairman
Tinesha Allen
Meg Bohmke
Thomas C. Coen
Darrell English
Monica Gary

Frederick J. Presley
County Administrator

March 14, 2022

Charles W. Payne, Jr., Esquire
Hirschler
725 Jackson Street, Suite 200
Fredericksburg, VA 22401

SUBJECT: RC20153340; Reclassification - Mainline

Dear Mr. Payne:

At its meeting of March 1, 2022, the Stafford County Board of Supervisors adopted Ordinance O22-03, copy enclosed, which approved your request for a reclassification from the R-1, Suburban Residential Zoning District to the UD-3, Urban Development - Residential Mixed-Use Zoning District on Tax Map Parcel Nos. 45-67, 45-67A, 45-69, 45-94 45-95, and 45-96.

If you have any further questions, please feel free to contact Michael Zuraf or me at (540) 658-8668.

Sincerely,

Jeffrey A. Harvey, AICP
Director of Planning and Zoning

JAH:MJZ:vss

Enclosure(s)

cc: Michael Sienkowski, Commissioner of the Revenue
Doug Morgan, Planning and Zoning
Evelyn Keith, Planning and Zoning
Cary Jamison, Public Works

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

ORDINANCE

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 1st day of March, 2022:

MEMBERS:

Crystal L. Vanuch, Chairman
R. Pamela Yeung, Vice Chairman
Tinesha O. Allen
Meg Bohmke
Thomas C. Coen
Darrell E. English
Monica L. Gary

VOTE:

No
Yes
Yes
No
Yes
Abstain
Yes

On motion of Mr. Coen, seconded by Ms. Allen, which carried by a vote of 4 to 3, the following was adopted:

AN ORDINANCE TO AMEND AND REORDAIN THE STAFFORD COUNTY ZONING ORDINANCE BY AMENDING THE ZONING DISTRICT MAP TO RECLASSIFY FROM THE R-1, SUBURBAN RESIDENTIAL ZONING DISTRICT TO THE UD-3, URBAN DEVELOPMENT – RESIDENTIAL MIXED USE ZONING DISTRICT, TAX MAP PARCEL NOS. 45-67, 45-67A, 45-69, 45-94 45-95, AND 45-96, ALL LOCATED WITHIN THE GEORGE WASHINGTON ELECTION DISTRICT

WHEREAS, S.L. Nusbaum Realty Co. submitted application RC20153340, requesting a zoning reclassification from the R-1, Suburban Residential Zoning District to the UD-3, Urban Development – Residential Mixed Use Zoning District, on Tax Map Parcel Nos. 45-67, 45-67A, 45-69, 45-94 45-95, and 45-96, all located within the George Washington Election District; and


WHEREAS, the Board carefully considered the recommendations of the Planning Commission and staff, and the public testimony, if any, received at the public hearing; and

WHEREAS, the Board finds that the requested zoning amendment is compatible with the surrounding land uses and meets the criteria for a rezoning in Stafford County Code Sec. 28-206; and

WHEREAS, the Board finds that public necessity, convenience, general welfare, and good zoning practices require adoption of this Ordinance to reclassify the subject property;

NOW, THEREFORE, BE IT ORDAINED by the Stafford County Board of Supervisors on this the 1st day of March, 2022, that the Stafford County Zoning Ordinance be and it hereby is amended and reordained by amending the Zoning District Map to reclassify from the R-1, Suburban Residential Zoning District to the UD-3, Urban Development – Residential Mixed Use Zoning District Tax Map Parcel Nos. 45-67, 45-67A, 45-69, 45-94 45-95, and 45-96, in the location shown on Sheets 12 and 13 of the Master Plan entitled “Master Plan Mainline RC 20153340 Falmouth-Hartwood Magisterial District Stafford County, Virginia” prepared by Bowman Consulting, Inc., dated February 20, 2020, as last revised and sealed January 14, 2022, with proffers entitled “Voluntary Proffer Statement,” dated February 8, 2022 and completely signed February 11, 2022.

A Copy, teste:


Frederick J. Presley
County Administrator

FJP:JAH:mz

VOLUNTARY PROFFER STATEMENT

Applicant: S.L. Nusbaum Realty Co. (the "Applicant")

Property: Tax Map Parcels 45-67, 45-67A, 45-69, 45-94, 45-95, 45-96, containing a total of approximately 45 acres subject to the rezoning (collectively the "Property")

Owner: Carl J. DeBernard; Jacquelyn E. DeBernard (both individually, and as Trustee of the English Family Trust); Fleda E. Lewis, Trustee of English Family Trust; and Roger Cramer Embrey (collectively the "Owner")

Project Name: "MAINLINE" (the "Project")

Rezoning Request: From R-1 to UD-3

Date: February 8, 2022

File No.: RC20153340

1. General Requirements.

(a) The following proffers are being made pursuant to sections 15.2-2298, 15.2-2303, and 15.2-2303.4, et al. of the Code of Virginia (1950), as amended, and section 28-161, et seq. of the Stafford County Zoning Ordinance. The proffers provided herein are the only proffered conditions offered in this rezoning application and are being provided in accordance with section 15.2-2303.4, et al., of the Code of Virginia 1950, as amended (the "Proffers"). If the Proffers are approved, any prior proffers that affect the Property are hereby superseded by the Proffers, and said prior proffers are thus of no further legal force and effect. In addition and notwithstanding the foregoing, the Proffers are conditioned upon and become effective only in the event the Applicant's rezoning application number RC20153340 is approved (including through applicable appeal periods) by the Stafford County Board of Supervisors (the "County").

(b) The Property will be generally developed in accordance with that certain master plan titled "MAINLINE," dated December 2019, as last revised January 14, 2022, prepared by Bowman Consulting, which plan is attached hereto and marked as Exhibit A (the "Master Plan").

(c) The Property shall be rezoned to the Urban Development Residential Mixed Use (UD-3) zoning district, and include no more than 114 residential townhouse dwelling units ("TH Units") and 260 residential multi-family units ("MF Units") (collectively, the TH Units and MF Units shall be known as the "Units"), and 4,776 square feet of commercial space, all as generally shown on the Master Plan.

2. **Architecture & Materials.**

- (a) For purposes of this rezoning, the architectural design and features of the MF Units shall be in general accordance with the architectural renderings prepared by TS3 Architects dated October 27, 2020, which are attached hereto and marked as **Exhibit B** (“MF Renderings”). In regard to this Section 2 (a), the MF Renderings will depict only (1) a commitment to a general type, character, and quality of architectural design and details; and (2) the general types of architectural and decorative elements and features.
- (b) The exterior building materials for the MF Units will be as generally listed on **Exhibit B**.
- (c) For purposes of this rezoning, the architectural design and features of the TH Units shall be in general accordance with the architectural renderings dated April 09, 2021, which are attached hereto and marked as **Exhibit C** (“TH Renderings”).

3. **Cash Contribution.** For purposes of this rezoning and subject to the terms and conditions herein, the Applicant agrees to pay cash proffers in the aggregate amount of \$2,032,472.60, all as described and allocated more particularly below. For purposes of the school cash proffer, the current school attendance zones impacted by the Project are Falmouth Elementary School, Drew Middle School, and Stafford High School. For purposes of the public safety cash proffer, the current fire and rescue station serving the Property is Station #1 (Falmouth). For the purpose of calculating these cash proffers, the number of applicable residential units has been reduced to reflect the 67 by-right single family detached units that could be developed under the existing R-1 zoning, which by-right units are exempted under applicable State Code.

The foregoing cash proffer contributions shall be allocated based on the following County public facilities after the by-right distribution:

- (a) **Schools: \$1,813,400** ($\$8,146.59$ per TH Unit x 114 TH Units = $\$928,711.00$ and $\$3,402.65$ per MF Unit x 260 MF Units = $\$884,689.00$)
- (b) **Public Safety: \$219,072.60** (114 TH Units x $\$639.00$ = $\$72,846.00$ and 260 MF Units x $\$562.41$ = $\$146,226.60$)

These cash proffers are also subject to annual increases, with the first increase occurring two (2) years after the date of final County approval of this proffer statement. Such increases shall be calculated by multiplication of the Marshall-Swift Index and not the Consumer Price Index of the Department of Labor Statistics for the current year by the original per Unit cash proffer amount.

For purposes of the TH Units, the above applicable cash proffers shall be paid on a per TH Unit basis after the final inspection and before the County’s approval of any certificate of occupancy for each TH Unit, and for purposes of the MF Units after the final inspection and before the

County's approval of any certificate of occupancy for each MF Unit and the subject building in which the MF Units are located.

4. **Recreational Amenities.** At a minimum, the Applicant will provide the following onsite amenities to be constructed and installed as the Project is developed: a clubhouse, fitness center, swimming pool, two grilling and dining areas, a fire pit area, playground and tot lot area, half-court basketball area, walking trail, multipurpose game area (including without limitation bocce ball and corn-hole courts or other similar game areas), a dog park, community garden (to be located within the open space area), pickleball courts, and bicycle racks throughout the development, all to be located on the Property as generally shown on the Master Plan. The clubhouse, fitness center, swimming pool, two grilling and dining areas, and a fire pit area will be completed prior to the issuance of the first residential certificate of occupancy permit. All of the remaining amenities will be completed by no later than the issuance of a certificate of occupancy permit for the 144th MF Unit or the 50th TH Unit, whichever occurs first.

5. **Additional Proffers.**

- (a) The Applicant agrees to limit permitted uses on the Property to the following:
 - i. Dwelling, multifamily
 - ii. Dwelling, townhouse
 - iii. Community use
 - iv. Park, playground
 - v. Home occupancy allowed uses
 - vi. Commercial uses
- (b) For purposes of the MF Units, the Applicant will offer a 5% discount on published rents to any Stafford County government or Stafford County School System employee.
- (c) Prior to the issuance of a certificate of occupancy for the first constructed TH Unit, the Applicant shall deposit \$100,000 in a third party escrow account to be solely utilized to assist persons purchasing (e.g., assistance with closing costs) any TH Unit who is deemed a "Hometown Hero" (defined as a purchaser of any TH Unit who is active duty military, veteran, or a Stafford County government employee). The funds will be available to Hometown Heroes on a first come, first serve basis, and the maximum amount is \$5,000 per applicable TH Unit purchased by a Hometown Hero or Heroes. The Hometown Heroes funds, as described herein, will be provided to the settlement agent at closing for the benefit of the applicable Hometown Hero. If Hometown Heroes funds are not depleted through the initial 114 TH Unit purchases, they may be used on subsequent TH Unit purchases (e.g., resales), until depleted. A proffer tracking spreadsheet shall be provided to the County's Zoning Administrator on an annual basis by January 2 of each year the funds remain available or when otherwise requested by the Zoning Administrator. This requirement shall begin after the initial occupancy permit for the first TH Unit and expire after Hometown Heroes funds are depleted.

- (d) Applicant agrees to construct and install a 200 foot right turn taper at the entrance of Glenalice Lane, as shown on the GDP.
- (e) Subject to applicable Virginia Department of Transportation ("VDOT") and County requirements and approvals, the Applicant agrees to prohibit left turn movements from the entrance of the Project onto Warrenton Road (Route 17), which will include approved most restrictive traffic control measures and signage pertaining to the same. Notwithstanding the foregoing, this left turn movement prohibition will not be applicable in the event a future traffic signal, green-T or other similar intersection improvement is warranted and installed that will allow traffic controlled left turn movements from the Project's entrance.
- (f) For purposes of the designated commercial space, the Applicant agrees to use commercially reasonable efforts to obtain a tenant who will operate a co-working business on at least a portion of the commercial space.
- (g) Subject to the terms and conditions herein, the Applicant agrees to design and construct an extension of RV Parkway, an existing public road, from the current terminus of RV Parkway through Tax Map Parcel 45-98 and Tax Map Parcel 45-97A to the western boundary of the Property at a location that aligns with the proposed interparcel connector road to be constructed by Applicant within the Property, all as generally shown on the Master Plan (the "*RV Parkway Road Extension*"). The Applicant, at its expense, will be responsible for designing and constructing the RV Parkway Road Extension to public road standards. Notwithstanding the foregoing, the Applicant shall not be obligated to commence construction of the RV Parkway Road Extension until it obtains all of the necessary dedicated right of way and easements in the general areas shown on the Master Plan from the owners of Tax Map Parcels 45-97A, 45-56B, 45-57A, 45-56H, 45-51A, and 45-98 (collectively, the "*Necessary Easements and Dedications*"). Subject to obtaining all of the necessary approvals from the County and/or VDOT (collectively, the "*Necessary Governmental Approvals*"), as may be applicable, and obtaining all of the Necessary Easements and Dedications as aforesaid, the Applicant shall complete the RV Parkway Road Extension before the later of (i) the issuance of the final certificate of occupancy permit for the 260th MF Unit and the building containing the same, or (ii) one year after the date that the Applicant obtains the last of the Necessary Easements and Dedications and the Necessary Governmental Approvals; except in no event shall the Applicant be prohibited from receiving the final certificate of occupancy permit for the 260th MF Unit and the building containing the same or be deemed to be in default of completing the RV Parkway Road Extension if the Applicant is unable, through no fault of the Applicant, to obtain either the Necessary Easements and Dedications or the Necessary Governmental Approvals. In the event the Applicant, within one (1) year after the Applicant obtains the final certificate of occupancy permit for the 260th MF Unit and the building containing the same, is unable, through no fault of the Applicant, to obtain Necessary Easements and Dedications and the Necessary Governmental Approvals, then the proffer obligations under this Section 5(g) shall

expire and the Applicant shall be released from having to satisfy the same without voiding the remaining proffers hereunder or the subject rezoning approval.

- (h) Subject to the terms and conditions herein, the Applicant agrees to (1) design and construct, at its sole expense, a sewer line extension from the current public sewer line that is located adjacent to Falls Run across and through the Property to a location within the western portion of the Property adjacent to Tax Map Parcel 45-97A (not to include any utility connections), all as generally shown on the Master Plan (the "***Sewer Line Extension***"), and (2) grant and dedicate a public sewer easement to the County over the location designed by the Applicant for the Sewer Line Extension (the "***Public Sewer Line Easement***"), which easement will allow the owner of Tax Map Parcel 45-97A to connect to the Sewer Line Extension. Notwithstanding the foregoing, the Applicant shall not be obligated to commence or complete the extension and construction of the Sewer Line Extension until after (i) the Applicant has obtained the Necessary Easements and Dedications and the Necessary Governmental Approvals for the RV Parkway Road Extension, and (ii) the County has approved all applicable designs, plats and plans for the Sewer Line Extension. Subject to the prior satisfaction of all of the conditions aforesaid, the Applicant shall complete the Sewer Line Extension and grant the Public Sewer Line Easement to the County no later than one (1) year after the date that the County issues the final certificate of occupancy permit for the building containing the 260th MF Unit; provided, however, that if the conditions set forth above for the commencement of construction have not been fully satisfied by such one-year deadline, then the Applicant may instead fully satisfy this proffered condition by granting the Public Sewer Line Easement to the County without constructing the Sewer Line Extension.
- (i) In addition to the school cash proffers expressed above under Section 3 hereof, the Applicant agrees to pay One Million Dollars (\$1,000,000.00) towards the County's schools capital improvement projects upon the County's issuance of the first MF Unit certificate of occupancy permit.

[AUTHORIZED SIGNATURES TO FOLLOW]

APPLICANT ACKNOWLEDGMENT & CONSENT

S.L. Nusbäum Realty Company,
a Virginia corporation

By: _____
Name: Thomas G. Johnson, III
Title: Senior Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Norfolk, to-wit:

The foregoing instrument was acknowledged on this the 11th day of February, 2022, by Thomas G. Johnson, III, as Senior Vice President of S.L. Nusbäum Realty Company, a Virginia corporation, on behalf of the company.

Katrina Andrews Parham
Notary Public

My Commission expires: 3/31/2025
Notary Registration Number: 7559299



OWNER ACKNOWLEDGMENT & CONSENT

Jacquelyn E. DeBernard
Jacquelyn E. DeBernard,
Individually and as Trustee of the English Family Trust

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Fredericksburg, to wit:

The foregoing instrument was acknowledged before me this 10th day of February, 2022, by Jacquelyn E. DeBernard, individually and as Trustee of the English Family Trust.

[Signature]

Notary Public

My Commission expires: 08/31/2024
Notary Registration number: 7883487
SEAL:



OWNER ACKNOWLEDGMENT & CONSENT

Fleda E. Lewis

Fleda E. Lewis, as Trustee of the English Family Trust

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Fredericksburg, to wit:

The foregoing instrument was acknowledged before me this 11th day of February, 2022, by Fleda E. Lewis, as Trustee of the English Family Trust.

[Signature]

Notary Public

My Commission expires: 08/31/2024
Notary Registration number: 7883487
SEAL:



OWNER ACKNOWLEDGMENT & CONSENT

Carl J. DeBernard
Carl J. DeBernard

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Fredricksburg, to wit:

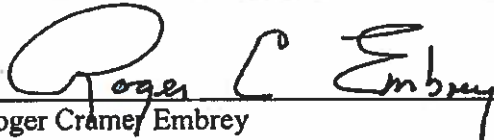
The foregoing instrument was acknowledged before me this 10th day of February, 2022, by Carl J. DeBernard.

[Signature]
Notary Public

My Commission expires: 09/31/2024
Notary Registration number: 7883487
SEAL:



OWNER ACKNOWLEDGMENT & CONSENT



Roger Cramer Embrey

COMMONWEALTH OF VIRGINIA,
CITY/COUNTY OF Fredericksburg, to wit:

The foregoing instrument was acknowledged before me this 10th day of February,
2022, by Roger Cramer Embrey.



Notary Public

My Commission expires: 08/31/2024
Notary Registration number: 7883487
SEAL:



EXHIBIT A

Master Plan

MASTER PLAN MAINLINE RC 20153340

FALMOUTH-HARTWOOD MAGISTERIAL DISTRICT
STAFFORD COUNTY, VIRGINIA



MOUNITY MAP
SCALE 1" = 100'



MOUNITY MAP LEGEND

SUBSHEET LIST	SYMBOLS / LEGEND	NOTES
1. A.A. WE	◆	1. A.A. WE
2. WATER MAIN	◆	2. WATER MAIN
3. SEWER MAIN	◆	3. SEWER MAIN
4. GAS MAIN	◆	4. GAS MAIN
5. TELEPHONE MAIN	◆	5. TELEPHONE MAIN
6. FIBER OPTIC MAIN	◆	6. FIBER OPTIC MAIN
7. POWER MAIN	◆	7. POWER MAIN
8. ELEC. SERVICE	◆	8. ELEC. SERVICE
9. ELEC. SERVICE	◆	9. ELEC. SERVICE
10. ELEC. SERVICE	◆	10. ELEC. SERVICE
11. ELEC. SERVICE	◆	11. ELEC. SERVICE
12. ELEC. SERVICE	◆	12. ELEC. SERVICE
13. ELEC. SERVICE	◆	13. ELEC. SERVICE
14. ELEC. SERVICE	◆	14. ELEC. SERVICE
15. ELEC. SERVICE	◆	15. ELEC. SERVICE

CONTRACT PURCHASER / APPLICANT

S.H. MASSAM REALTY COMPANY
ATTN: YOUNG JOHNSON
1700 WOLLS FARGO CENTER
ARLINGTON, VA 22201
PH: (703) 640-2400

PROPERTY OWNERS

45-87 / 45-88 / 45-89
JACQUELYN E. DEBERNARD & FLORA E. LEWIS
8088 POTOMAC LANDING DRIVE
KING GEORGE, VA 22485
PH: (703) 300-1000

LAND USE ATTORNEY

ROGER CRAMER EMBREY
618 FALMOUTH DRIVE
FREDERICKSBURG, VA 22405
PH: (800) 433-5800

CIVIL ENGINEER / LAND PLANNING

BOWMAN CONSULTING GROUP
ATTN: WILLIAM S. PYLE, P.E.
705 JACKSON STREET
FREDERICKSBURG, VA 22401
PH: (540) 894-8108

SHEET INDEX

SHEET	SHEET DESCRIPTION
1A	COVER SHEET
2	LEGEND & NOTES
3	SEE SUBSHEETS & DRAINAGE TYPES
4	INVESTMENTAL, PRELIMINARY PLAN
5	MASTER PLAN - OVERALL
6-7	MASTER PLAN - 50' SCALE
7A	FOR MASTER PLAN DEVELOPMENT
7B	FOR MASTER PLAN DEVELOPMENT
8	FOR MASTER PLAN DEVELOPMENT
9	FOR MASTER PLAN DEVELOPMENT
10	FOR MASTER PLAN DEVELOPMENT
11	CONCEPTUAL, UNDEVELOPED PLAN
12-13	CONCEPTUAL, UNDEVELOPED PLAN
14	CONCEPTUAL, UNDEVELOPED PLAN
15	SHEETS IN TOTAL

GENERAL PLAN NOTE
THIS PLAN IS TO BE REVIEWED FOR FULL COMPLIANCE WITH THE ZONING ORDINANCE AT THIS TIME.

APPROVAL

AGENT, BOARD OF SUPERVISORS _____ DATE _____

COVER SHEET
MAINLINE
MASTER PLAN
FALMOUTH-HARTWOOD MAGISTERIAL DISTRICT
STAFFORD COUNTY, VIRGINIA



NO.	DATE	BY	FOR
1	11/15/00	W.S. PYLE	PREPARED
2	11/15/00	W.S. PYLE	CHECKED
3	11/15/00	W.S. PYLE	APPROVED
4	11/15/00	W.S. PYLE	ISSUED
5	11/15/00	W.S. PYLE	REVISION
6	11/15/00	W.S. PYLE	REVISION
7	11/15/00	W.S. PYLE	REVISION
8	11/15/00	W.S. PYLE	REVISION
9	11/15/00	W.S. PYLE	REVISION
10	11/15/00	W.S. PYLE	REVISION
11	11/15/00	W.S. PYLE	REVISION
12	11/15/00	W.S. PYLE	REVISION
13	11/15/00	W.S. PYLE	REVISION
14	11/15/00	W.S. PYLE	REVISION
15	11/15/00	W.S. PYLE	REVISION

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COMPREHENSIVE PLAN NARRATIVE

The plan is a study of the various aspects of the project area and is intended to provide a basis for the development of a comprehensive plan for the area. The plan is a study of the various aspects of the project area and is intended to provide a basis for the development of a comprehensive plan for the area.

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SEE IMPACT STATEMENT FOR MORE INFORMATION.

NOTES

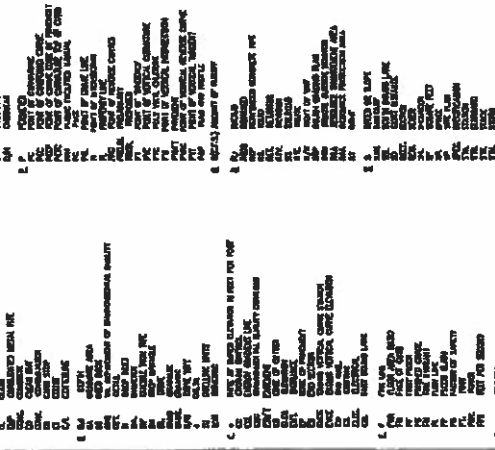
1. THE PROJECT AREA IS LOCATED WITHIN THE UNINCORPORATED TOWN OF STAFFORD COUNTY, VERMONT.
2. THE PROJECT AREA IS LOCATED WITHIN THE UNINCORPORATED TOWN OF STAFFORD COUNTY, VERMONT.
3. THE PROJECT AREA IS LOCATED WITHIN THE UNINCORPORATED TOWN OF STAFFORD COUNTY, VERMONT.
4. THE PROJECT AREA IS LOCATED WITHIN THE UNINCORPORATED TOWN OF STAFFORD COUNTY, VERMONT.

PROPERTY	OWNER	STATUS
1. PROJECT AREA	STAFFORD COUNTY	UNINCORPORATED
2. PROJECT AREA	STAFFORD COUNTY	UNINCORPORATED
3. PROJECT AREA	STAFFORD COUNTY	UNINCORPORATED
4. PROJECT AREA	STAFFORD COUNTY	UNINCORPORATED

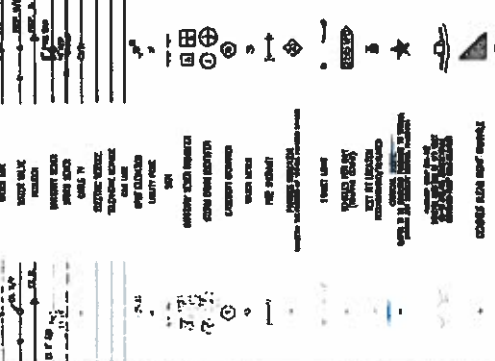
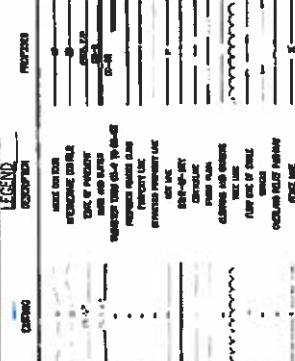
SEE IMPACT STATEMENT FOR MORE INFORMATION.

ABBREVIATIONS

A. AREA OF USE
B. BOUNDARY LINE
C. CROWN
D. DISTRICT
E. EASEMENT
F. FENCE
G. FLOOD ZONE
H. FUTURE DEVELOPMENT
I. GROUNDWATER
J. HIGHWAY
K. LANDSCAPE
L. LOT
M. MAINTENANCE
N. NEIGHBORHOOD
O. OPEN SPACE
P. PARKING
Q. PLANTING
R. PUBLIC UTILITY
S. ROADWAY
T. SIGNAGE
U. SURVEY
V. TRENCH
W. WATER MAIN
X. WATER TOWER
Y. WETLANDS
Z. ZONING



SEE IMPACT STATEMENT FOR MORE INFORMATION.



SEE IMPACT STATEMENT FOR MORE INFORMATION.



DATE	10/15/2010
BY	J. Boyman
PROJECT NO.	10000
SCALE	AS SHOWN
DATE	10/15/2010
BY	J. Boyman
PROJECT NO.	10000
SCALE	AS SHOWN

NOTES

THIS PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE AND THE ASSURANCE OF THE PLAN IS LIMITED TO THE INFORMATION PROVIDED HEREON. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION AND PERFORMANCE OF THE WORK SHOWN ON THIS PLAN.

1. THE PROJECT IS A MAJOR DEVELOPMENT WITH THE PROVISION OF THE PLAN TO ADDRESS THE ENVIRONMENTAL AND CONSTRUCTION DESIGN CONSIDERATIONS.

2. THE PROJECT IS A MAJOR DEVELOPMENT WITH THE PROVISION OF THE PLAN TO ADDRESS THE ENVIRONMENTAL AND CONSTRUCTION DESIGN CONSIDERATIONS.

3. THE PROJECT IS A MAJOR DEVELOPMENT WITH THE PROVISION OF THE PLAN TO ADDRESS THE ENVIRONMENTAL AND CONSTRUCTION DESIGN CONSIDERATIONS.

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6. THE PROJECT IS A MAJOR DEVELOPMENT WITH THE PROVISION OF THE PLAN TO ADDRESS THE ENVIRONMENTAL AND CONSTRUCTION DESIGN CONSIDERATIONS.

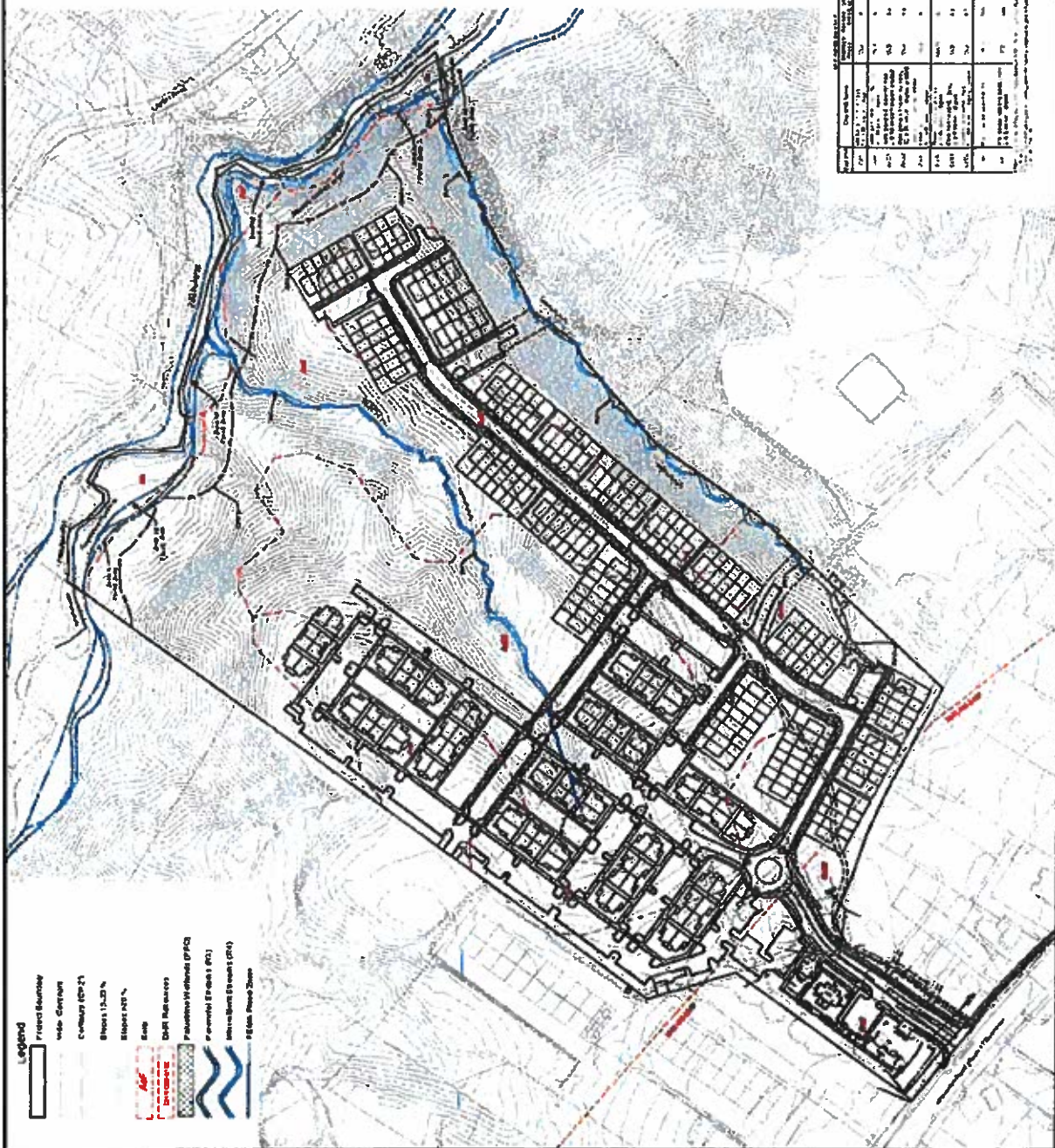
7. THE PROJECT IS A MAJOR DEVELOPMENT WITH THE PROVISION OF THE PLAN TO ADDRESS THE ENVIRONMENTAL AND CONSTRUCTION DESIGN CONSIDERATIONS.

8. THE PROJECT IS A MAJOR DEVELOPMENT WITH THE PROVISION OF THE PLAN TO ADDRESS THE ENVIRONMENTAL AND CONSTRUCTION DESIGN CONSIDERATIONS.

9. THE PROJECT IS A MAJOR DEVELOPMENT WITH THE PROVISION OF THE PLAN TO ADDRESS THE ENVIRONMENTAL AND CONSTRUCTION DESIGN CONSIDERATIONS.

10. THE PROJECT IS A MAJOR DEVELOPMENT WITH THE PROVISION OF THE PLAN TO ADDRESS THE ENVIRONMENTAL AND CONSTRUCTION DESIGN CONSIDERATIONS.

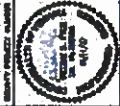
NO. OF SHEETS	13
SHEET NO.	4
TOTAL SHEETS	13



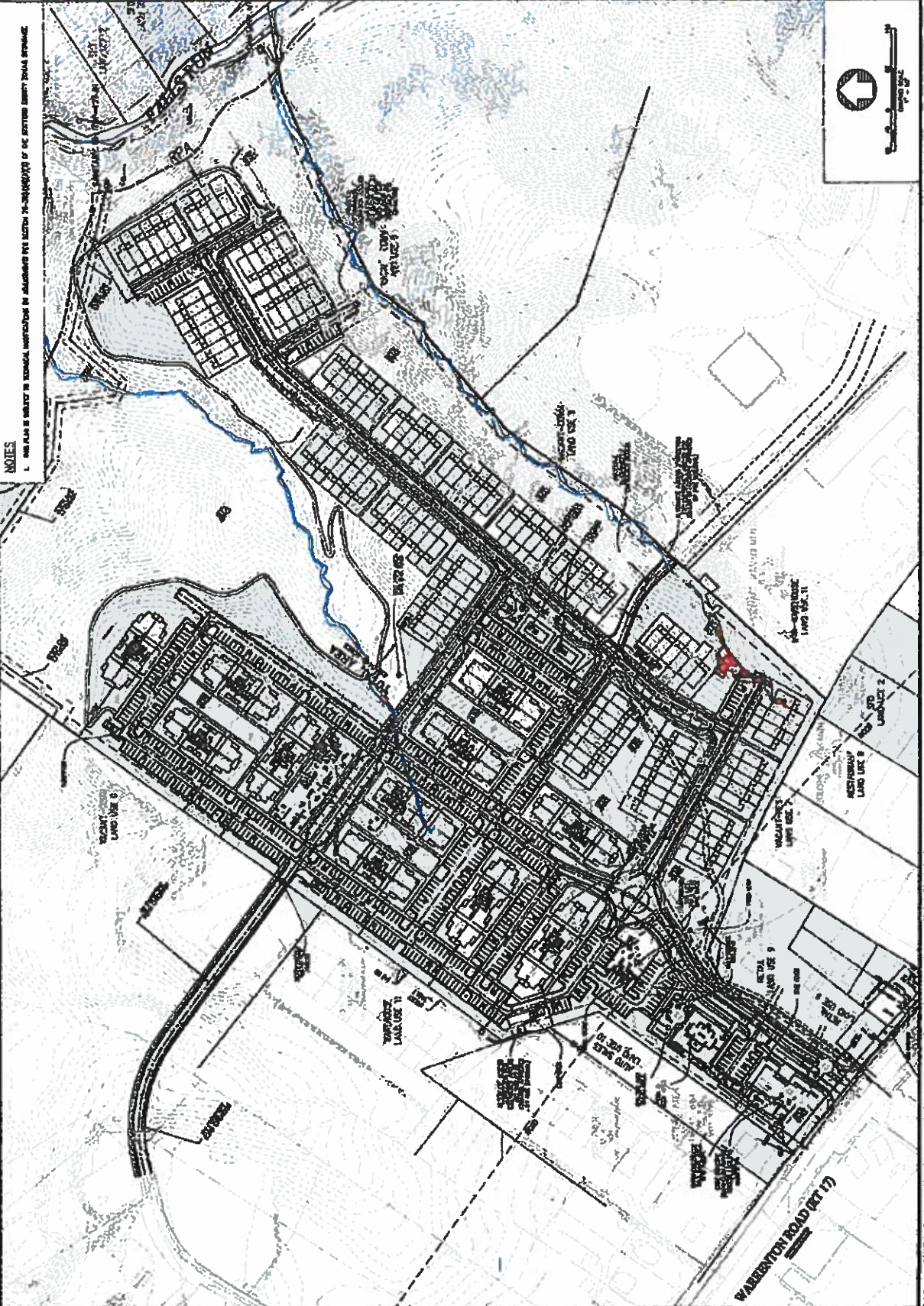
NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT
1	WETLANDS	100,000	10%
2	FLOODPLAIN	200,000	20%
3	WATERWAYS	50,000	5%
4	ROADS	10,000	1%
5	UTILITIES	5,000	0.5%
6	OTHER	135,000	13.5%
TOTAL		1,000,000	100%

- Legend**
- Project boundary
 - Contour
 - Contour 15.25%
 - Slope 15.25%
 - Slope 10%
 - Wetlands
 - Waterways
 - Floodplain (F1)
 - Floodplain (F2)
 - Intermittent Stream (IS)
 - Stream

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DATE	5.12
PROJECT	WARRINGTON ROAD (RT 17)
CLIENT	RAYMOND COUNTY, GEORGIA
SCALE	AS SHOWN
DRAWN BY	[Name]
CHECKED BY	[Name]
APPROVED BY	[Name]
DATE	5.12

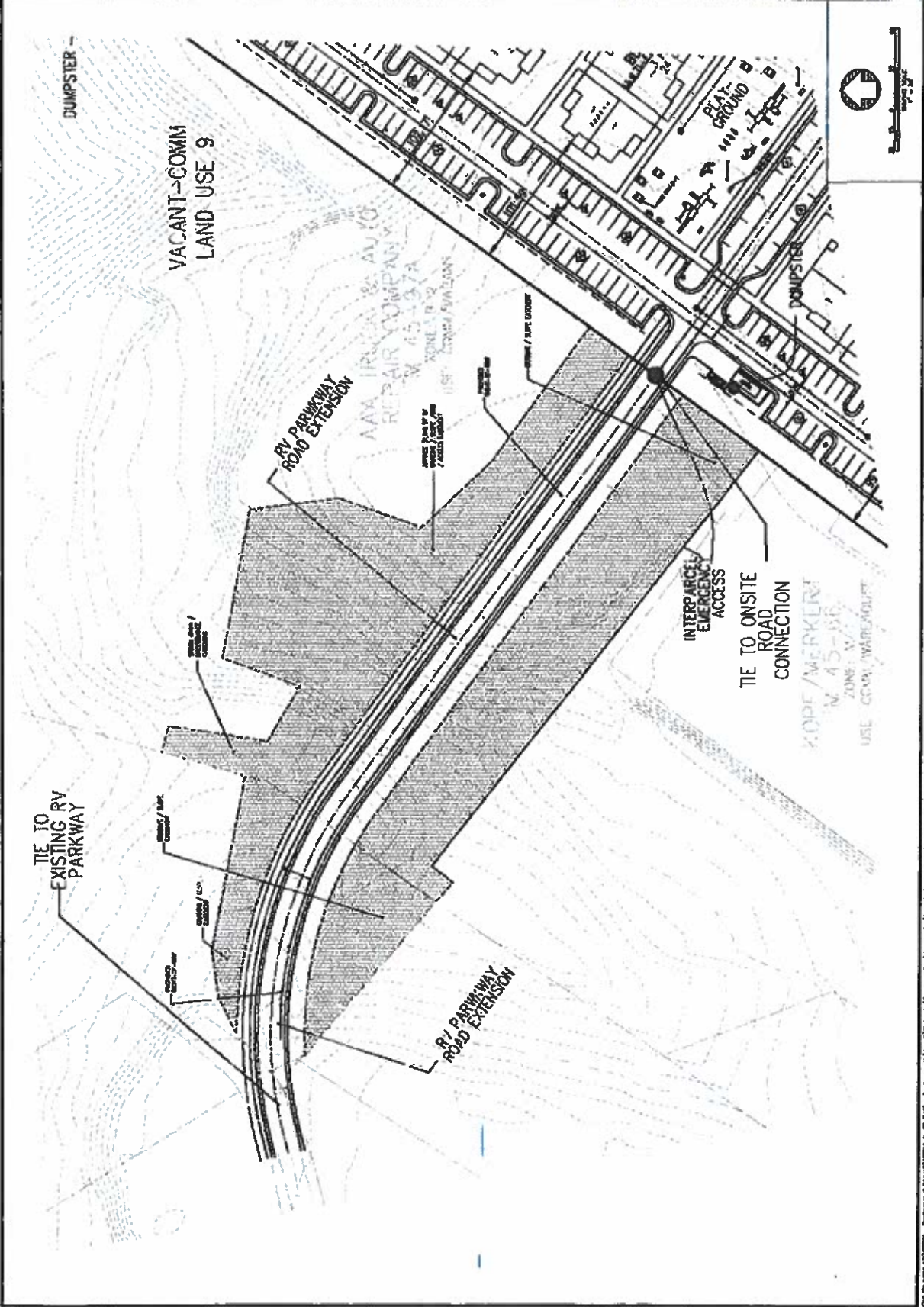


NOTES
1. THIS PLAN IS SUBJECT TO TECHNICAL MODIFICATIONS BY APPROVED AND AUTHORIZED PERSONNEL OF BOWMAN CONSULTING ENGINEERS

DATE: 05/12/2011 11:00:00 AM. DRAWING: WARRINGTON ROAD (RT 17) - OVERALL. 1. APPROVED BY: [Name]



DATE:	02/02/2018
SCALE:	AS SHOWN
PROJECT NO.:	18-0001
CLIENT:	MANLINE
LOCATION:	EASTOWN COUNTY, VIRGINIA
PROJECT NAME:	RV PARKWAY - ROAD EXTENSION
DATE:	02/02/2018
SCALE:	AS SHOWN
PROJECT NO.:	18-0001
CLIENT:	MANLINE
LOCATION:	EASTOWN COUNTY, VIRGINIA
PROJECT NAME:	RV PARKWAY - ROAD EXTENSION



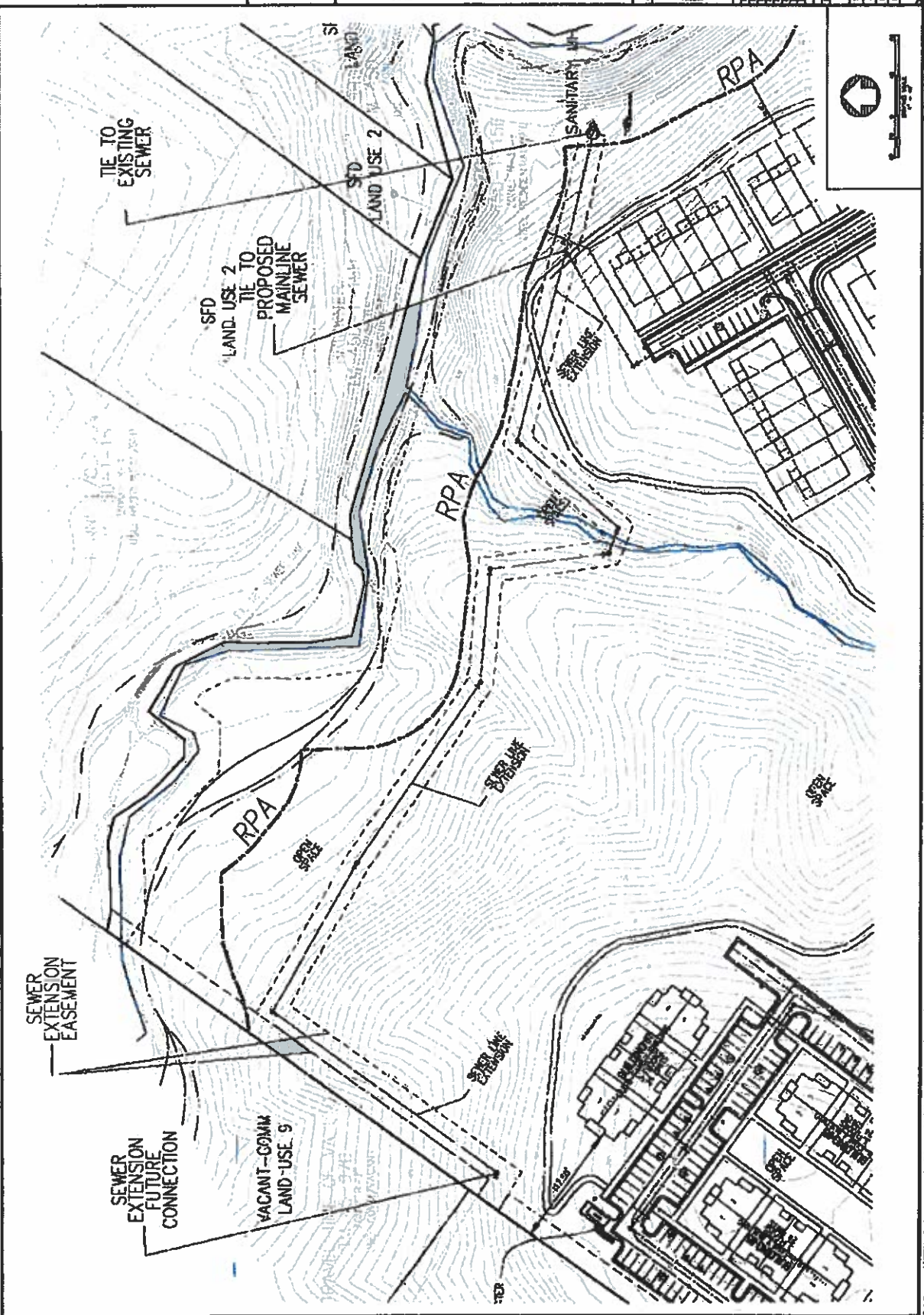
Site No. 18-0001 - Manline - Extension of Manline Road - Eastown County, Virginia. Prepared by Thomas B. Bowman, Professional Engineer, No. 27700, State of Maryland. Date: 02/02/2018.

DATE: 11/15/2011
 DRAWN BY: J. BOWMAN
 CHECKED BY: J. BOWMAN
 PROJECT NO.: 11-001

RV PARKWAY ROAD EXTENSION
 MAINLINE
 MASTER PLAN
 WASHINGTON METRO DISTRICT
 WASHINGTON COUNTY, VERMONT



DATE	11/15/2011
BY	J. BOWMAN
CHECKED	J. BOWMAN
PROJECT NO.	11-001
SCALE	AS SHOWN
TITLE	RV PARKWAY ROAD EXTENSION MAINLINE MASTER PLAN
CLIENT	WASHINGTON METRO DISTRICT
LOCATION	WASHINGTON COUNTY, VERMONT
PROJECT DESCRIPTION	RV PARKWAY ROAD EXTENSION MAINLINE MASTER PLAN
DATE PLOTTED	11/15/2011
PLANNER	J. BOWMAN
SCALE	AS SHOWN
TITLE	RV PARKWAY ROAD EXTENSION MAINLINE MASTER PLAN
CLIENT	WASHINGTON METRO DISTRICT
LOCATION	WASHINGTON COUNTY, VERMONT
PROJECT DESCRIPTION	RV PARKWAY ROAD EXTENSION MAINLINE MASTER PLAN



DATE: 11/15/2011 11:00 AM - 11:00 AM. DRAWN BY: J. BOWMAN. CHECKED BY: J. BOWMAN. PROJECT NO.: 11-001. SHEET 78 OF 13.



DATE	10/15/2014
PROJECT	UD (URBAN DEVELOPMENT) DETAILS
JOB NO.	10000
SCALE	AS SHOWN
FILE NO.	10000-01-01

NOTES

- THE APPLICANT REQUESTS APPROVAL OF A RECONFIGURATION OF THE SUBJECT PROPERTY TO THE URBAN DEVELOPMENT (UD-3) ZONING DISTRICT.
- THE PLAN IS SUBJECT TO TECHNICAL REVISIONS AS REQUIRED BY THE VERMONT STATE BOARD OF PROFESSIONAL ENGINEERS.

PARKING TABULATIONS

USE	APPROXIMATE NUMBER OF SPACES
RESIDENTIAL	100
COMMERCIAL	50
OFFICE	20
RETAIL	15
INDUSTRIAL	10
TOTAL	195

PARKING CALCULATIONS - APARTMENTS

APARTMENT TYPE: 1-BEDROOM
 APARTMENT TYPE: 2-BEDROOM
 APARTMENT TYPE: 3-BEDROOM

PERMITS AND REGULATIONS - TOWN OF VERMONT

VERMONT STATE BOARD OF PROFESSIONAL ENGINEERS
 VERMONT STATE BOARD OF ARCHITECTS
 VERMONT STATE BOARD OF PLANNERS

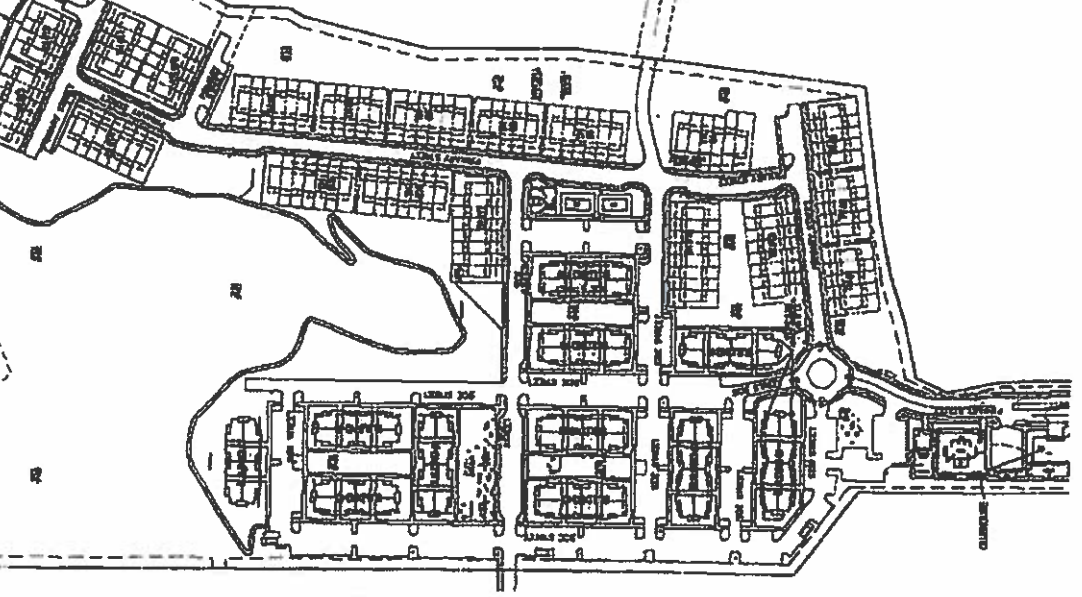
RTZ INFORMATION

RTZ	APPROXIMATE LENGTH OF RTZ	APPROXIMATE WIDTH OF RTZ	APPROXIMATE AREA OF RTZ
1	100	50	5000
2	150	75	11250
3	200	100	20000
4	250	125	31250
5	300	150	45000
6	350	175	61250
7	400	200	80000
8	450	225	101250
9	500	250	125000
10	550	275	151250
11	600	300	180000
12	650	325	211250
13	700	350	245000
14	750	375	281250
15	800	400	320000
16	850	425	361250
17	900	450	405000
18	950	475	451250
19	1000	500	500000
20	1050	525	551250
21	1100	550	605000
22	1150	575	661250
23	1200	600	720000
24	1250	625	781250
25	1300	650	845000
26	1350	675	911250
27	1400	700	980000
28	1450	725	1051250
29	1500	750	1125000
30	1550	775	1201250
31	1600	800	1280000
32	1650	825	1361250
33	1700	850	1445000
34	1750	875	1531250
35	1800	900	1620000
36	1850	925	1711250
37	1900	950	1805000
38	1950	975	1901250
39	2000	1000	2000000
40	2050	1025	2101250
41	2100	1050	2205000
42	2150	1075	2311250
43	2200	1100	2420000
44	2250	1125	2531250
45	2300	1150	2645000
46	2350	1175	2761250
47	2400	1200	2880000
48	2450	1225	3001250
49	2500	1250	3125000
50	2550	1275	3251250
51	2600	1300	3380000
52	2650	1325	3511250
53	2700	1350	3645000
54	2750	1375	3781250
55	2800	1400	3920000
56	2850	1425	4061250
57	2900	1450	4205000
58	2950	1475	4351250
59	3000	1500	4500000
60	3050	1525	4651250
61	3100	1550	4805000
62	3150	1575	4961250
63	3200	1600	5120000
64	3250	1625	5281250
65	3300	1650	5445000
66	3350	1675	5611250
67	3400	1700	5780000
68	3450	1725	5951250
69	3500	1750	6125000
70	3550	1775	6301250
71	3600	1800	6480000
72	3650	1825	6661250
73	3700	1850	6845000
74	3750	1875	7031250
75	3800	1900	7220000
76	3850	1925	7411250
77	3900	1950	7605000
78	3950	1975	7801250
79	4000	2000	8000000
80	4050	2025	8201250
81	4100	2050	8405000
82	4150	2075	8611250
83	4200	2100	8820000
84	4250	2125	9031250
85	4300	2150	9245000
86	4350	2175	9461250
87	4400	2200	9680000
88	4450	2225	9901250
89	4500	2250	10125000
90	4550	2275	10351250
91	4600	2300	10580000
92	4650	2325	10811250
93	4700	2350	11045000
94	4750	2375	11281250
95	4800	2400	11520000
96	4850	2425	11761250
97	4900	2450	12005000
98	4950	2475	12251250
99	5000	2500	12500000
100	5050	2525	12751250



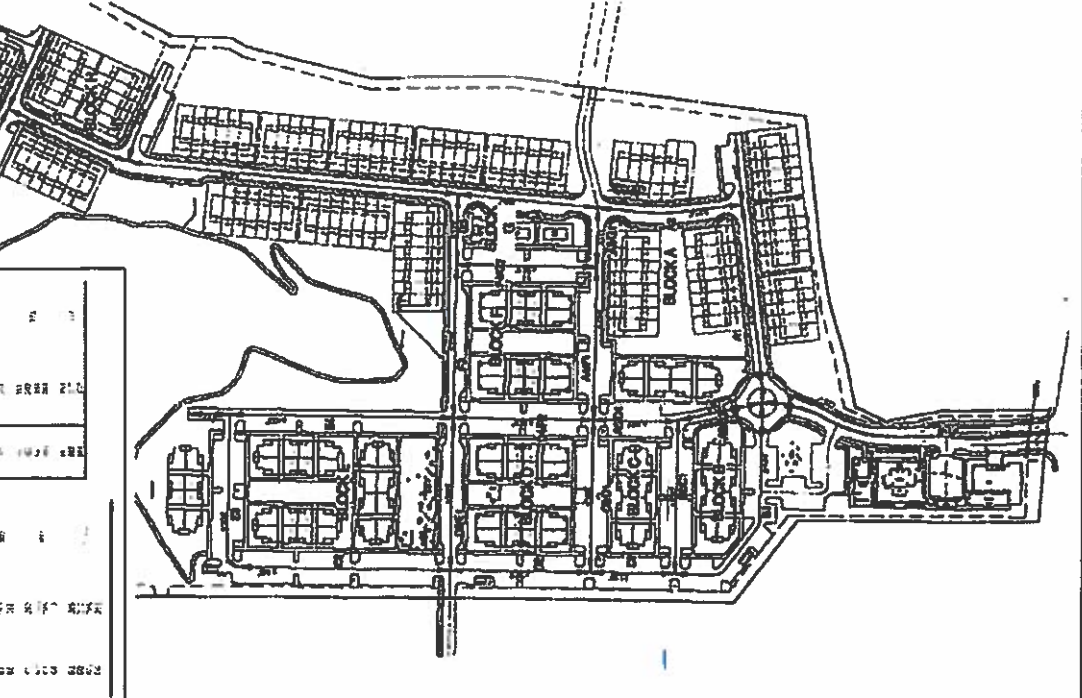
BLOCK LENGTH REGULATION

Block Length	Number of Lots	Minimum Block Length	Maximum Block Length
100	10	75	125
150	15	100	200
200	20	125	300
250	25	150	400
300	30	175	500
350	35	200	600
400	40	225	700
450	45	250	800
500	50	275	900
550	55	300	1000
600	60	325	1100
650	65	350	1200
700	70	375	1300
750	75	400	1400
800	80	425	1500
850	85	450	1600
900	90	475	1700
950	95	500	1800
1000	100	525	1900



NOTES

- THE APPLICANT REQUESTS APPROVAL OF A RECONFIGURATION OF THE SUBJECT PROPERTY TO THE URBAN DEVELOPMENT (UD-3) ZONING DISTRICT.
- THE PLAN IS SUBJECT TO TECHNICAL REVISIONS AS REQUIRED BY THE VERMONT STATE BOARD OF PROFESSIONAL ENGINEERS.



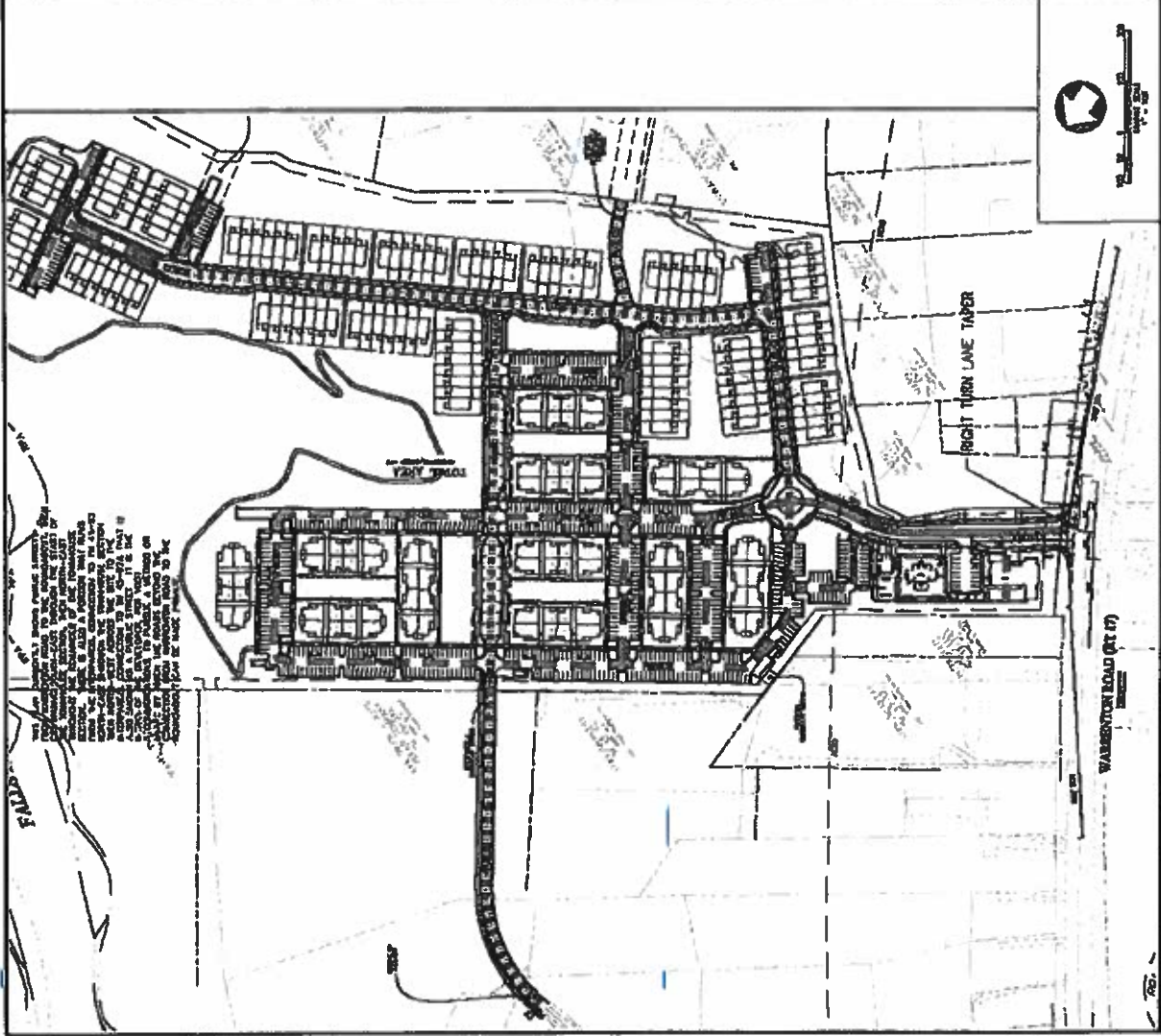
BLOCK LENGTH REGULATION

Block Length	Number of Lots	Minimum Block Length	Maximum Block Length
100	10	75	125
150	15	100	200
200	20	125	300
250	25	150	400
300	30	175	500
350	35	200	600
400	40	225	700
450	45	250	800
500	50	275	900
550	55	300	1000
600	60	325	1100
650	65	350	1200
700	70	375	1300
750	75	400	1400
800	80	425	1500
850	85	450	1600
900	90	475	1700
950	95	500	1800
1000	100	525	1900

NOTES

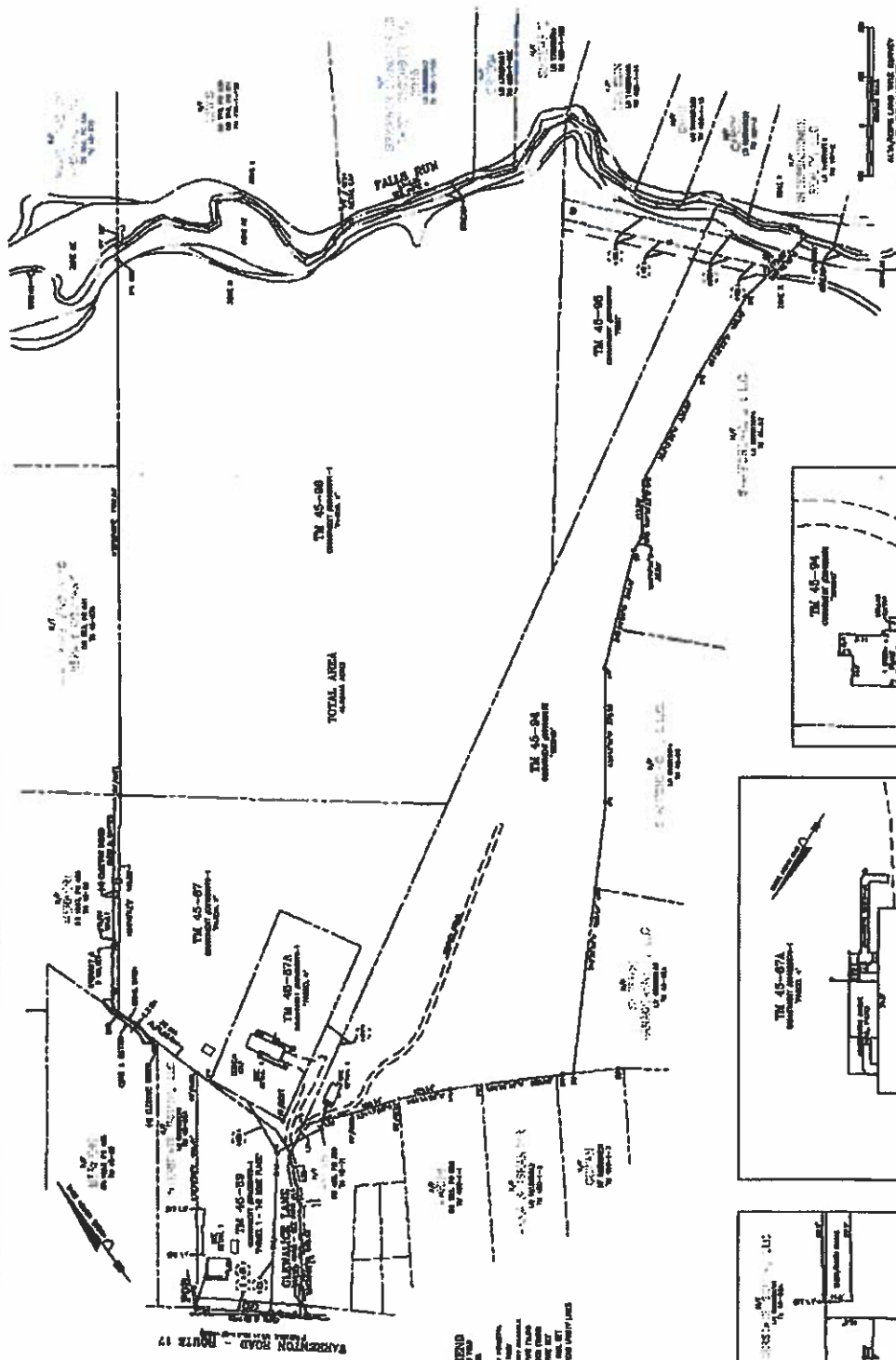
1. THIS PLAN IS SUBJECT TO TECHNICAL MODIFICATIONS OR REVISIONS FOR SECTION 2B-REQUIREMENTS OF THE STAFFORD COUNTY ZONING ORDINANCE.
2. PROPOSED VEHICLE TRIPS PER DAY (VTD) WERE OBTAINED FROM THE SUMMITTED TRAFFIC IMPACT ANALYSIS DATED FEB 23, 2012.
3. THE FOLLOWING STREET SECTIONS ARE PROPOSED FOR THIS PROJECT. IF REQUIRED MODIFICATION REQUESTS TO THE DD DISTRICT STREET STANDARDS SHALL BE SUBMITTED AT THE TIME OF THE PLAN SUBMISSION.
4. 30' OF CORNER CLEARANCE IS INDICATED WITHIN MULTI-LANE PAVING LOTS. AN ADDRESS MANAGEMENT DESCRIPTION FOR CORNER CLEARANCE (30') WILL BE SHOWN.

PLAN SYMBOL	STREET SECTIONS
	<p>HOUSING LOCAL STREET (PRIVATE) 15' TO 20'</p> <p>10' TO 12'</p> <p>NOTE: A DIMENSION INDICATES TO ALLOW FOR PROTRUSION OF ANY EXISTING CURBLINE OR FACE SHALL BE INDICATED BY THE INCLUDES AT THE TIME OF THE PLAN SUBMISSION.</p>
	<p>HOUSING LOCAL STREET (PRIVATE) 15' TO 20'</p> <p>10' TO 12'</p>
	<p>HOUSING LOCAL STREET (PRIVATE) 15' TO 20'</p> <p>10' TO 12'</p>
	<p>HOUSING LOCAL STREET (PRIVATE) 15' TO 20'</p> <p>10' TO 12'</p>
	<p>PROPOSED 5 TO 6 FOOT SIDEWALK</p>



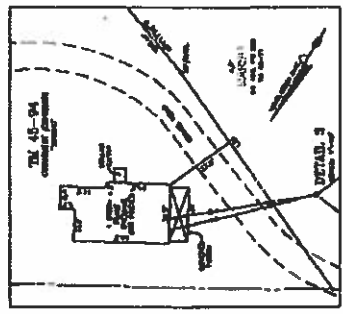
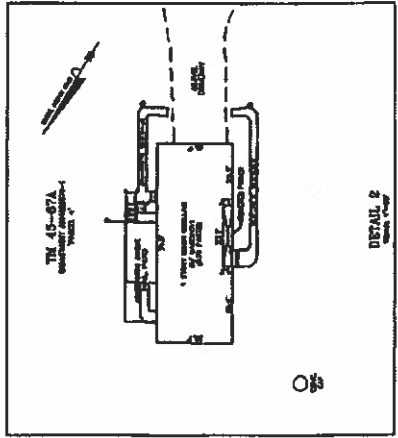
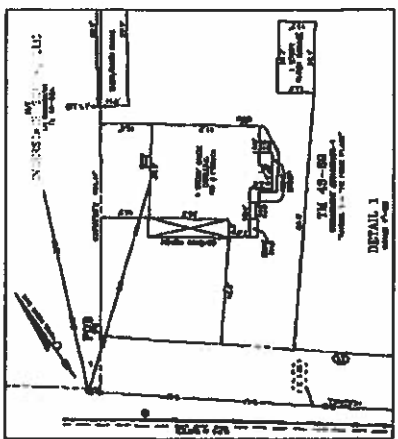
NOTES:

1. THE PROPOSED STREET NETWORK IS SUBJECT TO TECHNICAL MODIFICATIONS OR REVISIONS FOR SECTION 2B-REQUIREMENTS OF THE STAFFORD COUNTY ZONING ORDINANCE.
2. PROPOSED VEHICLE TRIPS PER DAY (VTD) WERE OBTAINED FROM THE SUMMITTED TRAFFIC IMPACT ANALYSIS DATED FEB 23, 2012.
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4. 30' OF CORNER CLEARANCE IS INDICATED WITHIN MULTI-LANE PAVING LOTS. AN ADDRESS MANAGEMENT DESCRIPTION FOR CORNER CLEARANCE (30') WILL BE SHOWN.



- LEGEND**
- 1. 1/4" = 1' - 1/4" Scale
 - 2. 1/2" = 1' - 1/2" Scale
 - 3. 3/4" = 1' - 3/4" Scale
 - 4. 1" = 1' - 1" Scale
 - 5. 1 1/4" = 1' - 1 1/4" Scale
 - 6. 1 1/2" = 1' - 1 1/2" Scale
 - 7. 1 3/4" = 1' - 1 3/4" Scale
 - 8. 2" = 1' - 2" Scale
 - 9. 2 1/4" = 1' - 2 1/4" Scale
 - 10. 2 1/2" = 1' - 2 1/2" Scale
 - 11. 2 3/4" = 1' - 2 3/4" Scale
 - 12. 3" = 1' - 3" Scale
 - 13. 3 1/4" = 1' - 3 1/4" Scale
 - 14. 3 1/2" = 1' - 3 1/2" Scale
 - 15. 3 3/4" = 1' - 3 3/4" Scale
 - 16. 4" = 1' - 4" Scale
 - 17. 4 1/4" = 1' - 4 1/4" Scale
 - 18. 4 1/2" = 1' - 4 1/2" Scale
 - 19. 4 3/4" = 1' - 4 3/4" Scale
 - 20. 5" = 1' - 5" Scale
 - 21. 5 1/4" = 1' - 5 1/4" Scale
 - 22. 5 1/2" = 1' - 5 1/2" Scale
 - 23. 5 3/4" = 1' - 5 3/4" Scale
 - 24. 6" = 1' - 6" Scale
 - 25. 6 1/4" = 1' - 6 1/4" Scale
 - 26. 6 1/2" = 1' - 6 1/2" Scale
 - 27. 6 3/4" = 1' - 6 3/4" Scale
 - 28. 7" = 1' - 7" Scale
 - 29. 7 1/4" = 1' - 7 1/4" Scale
 - 30. 7 1/2" = 1' - 7 1/2" Scale
 - 31. 7 3/4" = 1' - 7 3/4" Scale
 - 32. 8" = 1' - 8" Scale
 - 33. 8 1/4" = 1' - 8 1/4" Scale
 - 34. 8 1/2" = 1' - 8 1/2" Scale
 - 35. 8 3/4" = 1' - 8 3/4" Scale
 - 36. 9" = 1' - 9" Scale
 - 37. 9 1/4" = 1' - 9 1/4" Scale
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 - 43. 10 3/4" = 1' - 10 3/4" Scale
 - 44. 11" = 1' - 11" Scale
 - 45. 11 1/4" = 1' - 11 1/4" Scale
 - 46. 11 1/2" = 1' - 11 1/2" Scale
 - 47. 11 3/4" = 1' - 11 3/4" Scale
 - 48. 12" = 1' - 12" Scale
 - 49. 12 1/4" = 1' - 12 1/4" Scale
 - 50. 12 1/2" = 1' - 12 1/2" Scale
 - 51. 12 3/4" = 1' - 12 3/4" Scale
 - 52. 13" = 1' - 13" Scale
 - 53. 13 1/4" = 1' - 13 1/4" Scale
 - 54. 13 1/2" = 1' - 13 1/2" Scale
 - 55. 13 3/4" = 1' - 13 3/4" Scale
 - 56. 14" = 1' - 14" Scale
 - 57. 14 1/4" = 1' - 14 1/4" Scale
 - 58. 14 1/2" = 1' - 14 1/2" Scale
 - 59. 14 3/4" = 1' - 14 3/4" Scale
 - 60. 15" = 1' - 15" Scale
 - 61. 15 1/4" = 1' - 15 1/4" Scale
 - 62. 15 1/2" = 1' - 15 1/2" Scale
 - 63. 15 3/4" = 1' - 15 3/4" Scale
 - 64. 16" = 1' - 16" Scale
 - 65. 16 1/4" = 1' - 16 1/4" Scale
 - 66. 16 1/2" = 1' - 16 1/2" Scale
 - 67. 16 3/4" = 1' - 16 3/4" Scale
 - 68. 17" = 1' - 17" Scale
 - 69. 17 1/4" = 1' - 17 1/4" Scale
 - 70. 17 1/2" = 1' - 17 1/2" Scale
 - 71. 17 3/4" = 1' - 17 3/4" Scale
 - 72. 18" = 1' - 18" Scale
 - 73. 18 1/4" = 1' - 18 1/4" Scale
 - 74. 18 1/2" = 1' - 18 1/2" Scale
 - 75. 18 3/4" = 1' - 18 3/4" Scale
 - 76. 19" = 1' - 19" Scale
 - 77. 19 1/4" = 1' - 19 1/4" Scale
 - 78. 19 1/2" = 1' - 19 1/2" Scale
 - 79. 19 3/4" = 1' - 19 3/4" Scale
 - 80. 20" = 1' - 20" Scale
 - 81. 20 1/4" = 1' - 20 1/4" Scale
 - 82. 20 1/2" = 1' - 20 1/2" Scale
 - 83. 20 3/4" = 1' - 20 3/4" Scale
 - 84. 21" = 1' - 21" Scale
 - 85. 21 1/4" = 1' - 21 1/4" Scale
 - 86. 21 1/2" = 1' - 21 1/2" Scale
 - 87. 21 3/4" = 1' - 21 3/4" Scale
 - 88. 22" = 1' - 22" Scale
 - 89. 22 1/4" = 1' - 22 1/4" Scale
 - 90. 22 1/2" = 1' - 22 1/2" Scale
 - 91. 22 3/4" = 1' - 22 3/4" Scale
 - 92. 23" = 1' - 23" Scale
 - 93. 23 1/4" = 1' - 23 1/4" Scale
 - 94. 23 1/2" = 1' - 23 1/2" Scale
 - 95. 23 3/4" = 1' - 23 3/4" Scale
 - 96. 24" = 1' - 24" Scale
 - 97. 24 1/4" = 1' - 24 1/4" Scale
 - 98. 24 1/2" = 1' - 24 1/2" Scale
 - 99. 24 3/4" = 1' - 24 3/4" Scale
 - 100. 25" = 1' - 25" Scale

CURTAIN WALL



Bowman CONSULTING

1500 North Loop West, Suite 1000
Houston, Texas 77002
Tel: 713.865.1100
Fax: 713.865.1101
www.bowmanconsulting.com

ALL WORK UNDER THE SUPERVISION OF REGISTERED PROFESSIONAL ENGINEER
MICHAEL R. BOWMAN, P.E. License No. 10000
COURT J. BOWMAN, P.E. License No. 10000
BOWMAN CONSULTING ENGINEERS, INC.

NOT FOR CONSTRUCTION

EXHIBIT B

MF Renderings



TSS3
10.27.20
TS320002.00

IMAGE 1: BIRD'S EYE VIEW FROM ROUTE 17

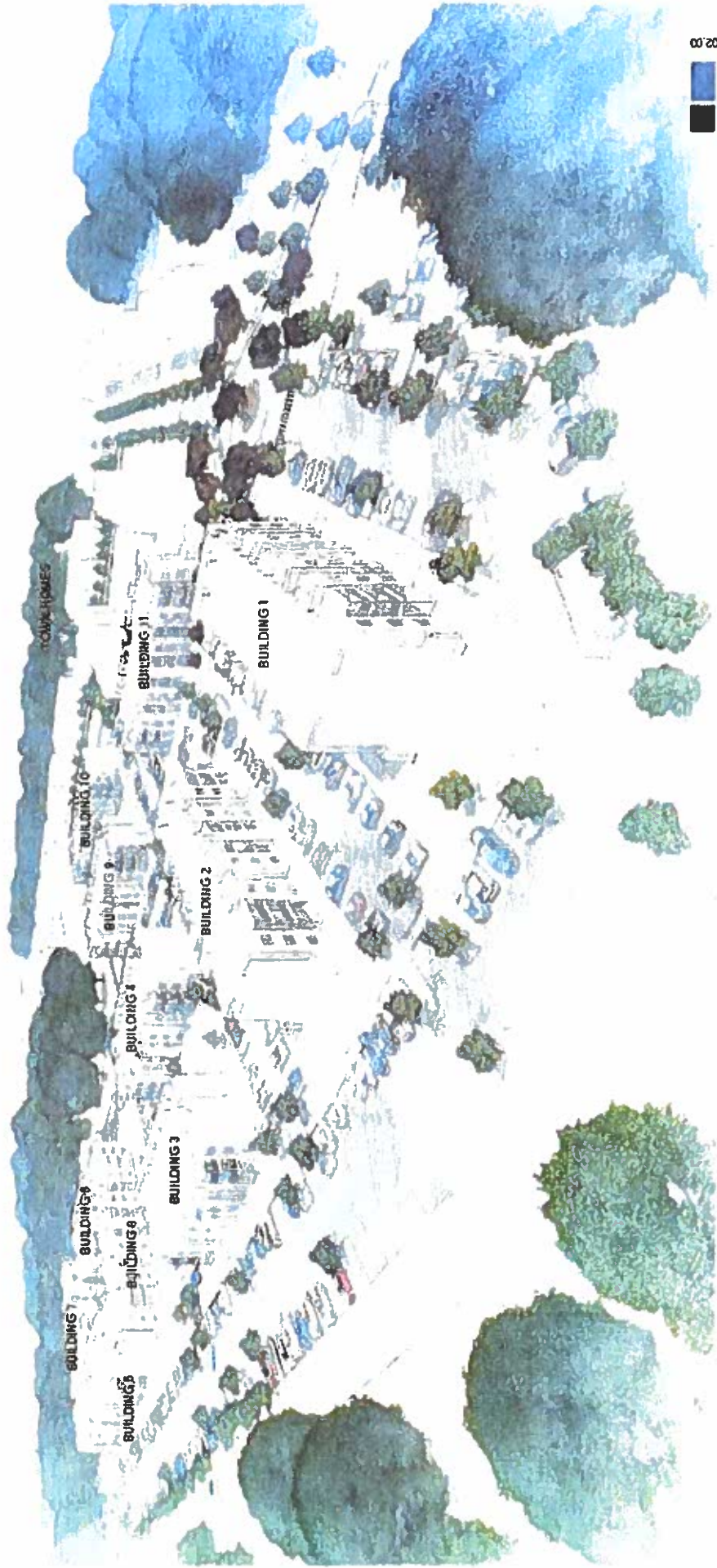


IMAGE 2: BIRD'S EYE VIEW LOOKING EAST



IMAGE 3: ROUNDABOUT UPON ENTERING DEVELOPMENT.



IMAGE 4: OPEN SPACE BETWEEN BUILDINGS 3 AND 4.



BUILDING 10

BUILDING 9

BUILDING 4

BUILDING 3



T.S.3
10.27.20

IMAGE 5: OPEN SPACE BETWEEN BUILDINGS 9 AND 10

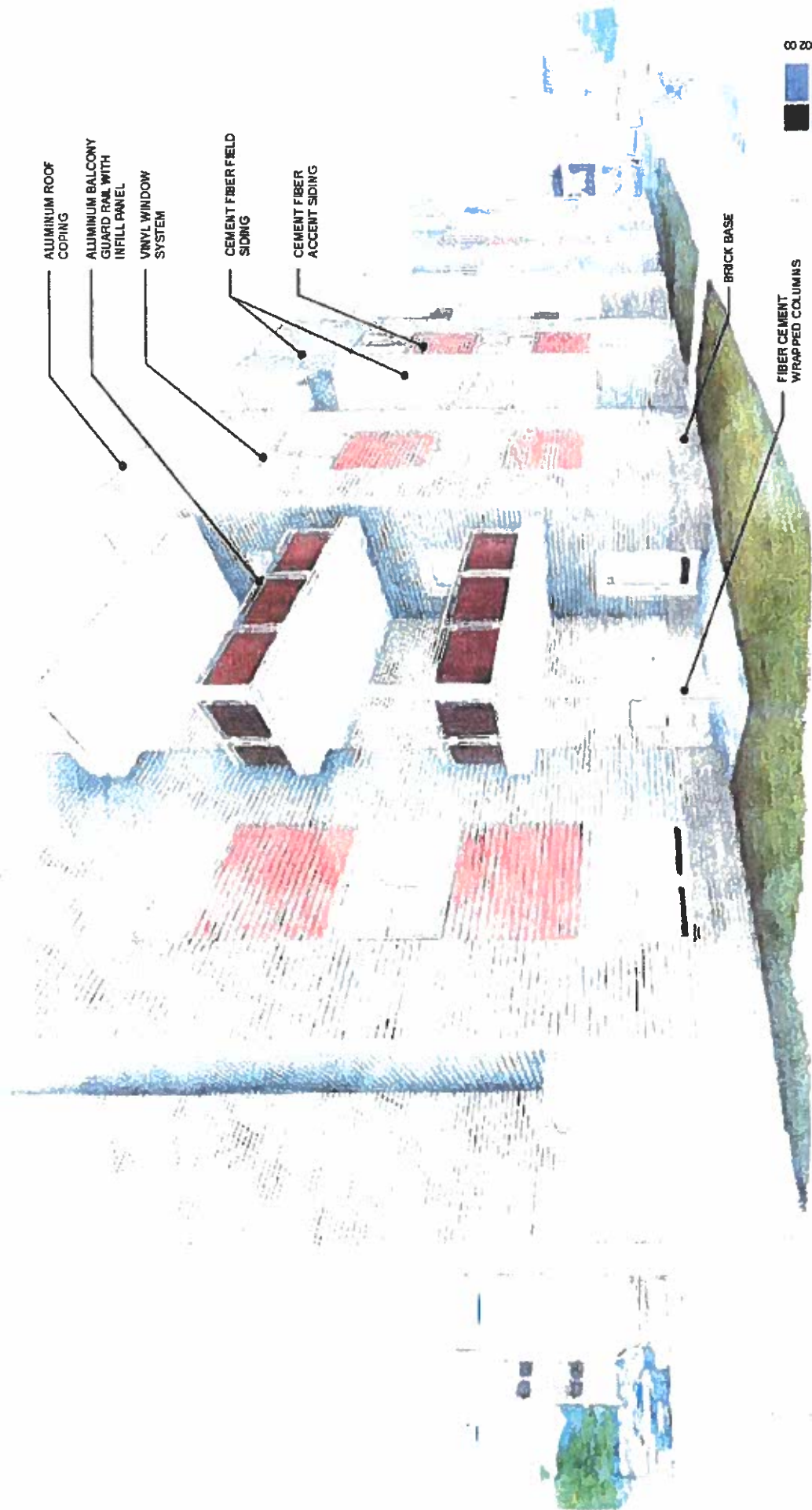


IMAGE 6: ENLARGED BUILDING FACADE

EXHIBIT C

TH Renderings

14447356.2 013680.02754



EXHIBIT
C
ALL-STATE LEGAL
04/09/2021

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

ORDINANCE

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 1st day of March, 2022:

MEMBERS:

Crystal L. Vanuch, Chairman
R. Pamela Yeung, Vice Chairman
Tinesha O. Allen
Meg Bohmke
Thomas C. Coen
Darrell E. English
Monica L. Gary

VOTE:

No
Yes
Yes
No
Yes
Abstain
Yes

On motion of Mr. Coen, seconded by Ms. Allen, which carried by a vote of 4 to 3, the following was adopted:

AN ORDINANCE TO AMEND AND REORDAIN THE STAFFORD COUNTY ZONING ORDINANCE BY AMENDING THE ZONING DISTRICT MAP TO RECLASSIFY FROM THE R-1, SUBURBAN RESIDENTIAL ZONING DISTRICT TO THE UD-3, URBAN DEVELOPMENT – RESIDENTIAL MIXED USE ZONING DISTRICT, TAX MAP PARCEL NOS. 45-67, 45-67A, 45-69, 45-94 45-95, AND 45-96, ALL LOCATED WITHIN THE GEORGE WASHINGTON ELECTION DISTRICT

WHEREAS, S.L. Nusbaum Realty Co. submitted application RC20153340, requesting a zoning reclassification from the R-1, Suburban Residential Zoning District to the UD-3, Urban Development – Residential Mixed Use Zoning District, on Tax Map Parcel Nos. 45-67, 45-67A, 45-69, 45-94 45-95, and 45-96, all located within the George Washington Election District; and


WHEREAS, the Board carefully considered the recommendations of the Planning Commission and staff, and the public testimony, if any, received at the public hearing; and

WHEREAS, the Board finds that the requested zoning amendment is compatible with the surrounding land uses and meets the criteria for a rezoning in Stafford County Code Sec. 28-206; and

WHEREAS, the Board finds that public necessity, convenience, general welfare, and good zoning practices require adoption of this Ordinance to reclassify the subject property;

NOW, THEREFORE, BE IT ORDAINED by the Stafford County Board of Supervisors on this the 1st day of March, 2022, that the Stafford County Zoning Ordinance be and it hereby is amended and reordained by amending the Zoning District Map to reclassify from the R-1, Suburban Residential Zoning District to the UD-3, Urban Development – Residential Mixed Use Zoning District Tax Map Parcel Nos. 45-67, 45-67A, 45-69, 45-94 45-95, and 45-96, in the location shown on Sheets 12 and 13 of the Master Plan entitled “Master Plan Mainline RC 20153340 Falmouth-Hartwood Magisterial District Stafford County, Virginia” prepared by Bowman Consulting, Inc., dated February 20, 2020, as last revised and sealed January 14, 2022, with proffers entitled “Voluntary Proffer Statement,” dated February 8, 2022 and completely signed February 11, 2022.

A Copy, teste:


Frederick J. Presley
County Administrator

FJP:JAH:mz

Tab H:

Attorney's Opinion (MANDATORY)

Klein Hornig LLP
COUNSELORS AT LAW

Date July 24, 2023

TO Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: MAINLINE Apartments Phase II

Name of Owner: Stafford Lofts Phase II, L.P.

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated July 24, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

Tax-Exempt Version
KH 898144.2



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

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Klein Hornig LLP

By:



Erik T. Hoffman

Title: Partner

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: 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)

NOTHING INCLUDED IN THIS TAB

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

NOTHING INCLUDED IN THIS TAB

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

NOTHING INCLUDED IN THIS TAB

Tab K.2

Location Map



MAINLINE Apartments PHASE II



Map data ©2023 500 ft

Tab K.3

Surveyor's Certification of Proximity To Public
Transportation

Surveyor's Certification of Proximity to Transportation

General Instructions

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

Date 6/21/23

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development MAINLINE Apartments Phase II

Name of Owner Stafford Lofts Phase II, L.P.

Ladies and 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.

Firm Name Bowman Consulting Group

By *Walter Pyle*

Its Sr. Project Manager

Title

1300 Central Park Boulevard, Fredericksburg, VA 22401

P: 540.371.0268 | F: 540.371.3479

bowman.com

Tab L:

PHA / Section 8 Notification Letter

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Appendices continued

PHA or Section 8 Notification Letter

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 (or proof of delivery to the correct PHA/Section 8 Administrator) 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.

Appendices continued

PHA or Section 8 Notification Letter

Date June 26, 2023

To Dee Smith
Central Va Housing Coalition Services - Stafford (
208 Hudgins Rd, Fredericksburg, VA 22408

RE: Proposed Affordable Housing Development

Name of Development MAINLINE Apartments Phase II

Name of Owner Stafford Lofts Phase II, L.P.

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on June 2025 (date).

The following is a brief description of the proposed development:

Development Address 290 Warrenton Rd (Intersection of Warrenton Rd. and Glen Alice Lane),
Fredericksburg, VA 22405

Proposed Improvements:

- New Construction: 120 #Units 4 #Buildings
 Adaptive Reuse: _____ #Units _____ #Buildings
 Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

- Efficiencies: \$ _____ /month
 1 Bedroom Units: \$ 1552 /month
 2 Bedroom Units: \$ 1851 /month
 3 Bedroom Units: \$ _____ /month
 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

MAINLINE Apartments Phase II is the second phase of a planned two phase development in Fredericksburg, VA.

Phase II will contain 120 total units, offering spacious 1-bdr and 2-bdr floorplans, and is to be financed with 4% LIHTC. The two phases will share a community room for residents' use.

Appendices continued

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757) 640 - 2299 .

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

Sincerely yours,



Name Richard T. Counselman

Title Manager

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

Seen and Acknowledged By _____

Printed Name: _____

Title _____

Phone _____

Date _____



July 24, 2023

Dear Customer,

The following is the proof-of-delivery for tracking number: 772800322908

Delivery Information:

Status:	Delivered	Delivered To:	
Signed for by:	Signature release on file	Delivery Location:	2300 CHARLES ST
Service type:	FedEx Standard Overnight		
Special Handling:	Deliver Weekday		FREDERICKSBURG, VA, 22401
		Delivery date:	Jul 21, 2023 12:34

Shipping Information:

Tracking number:	772800322908	Ship Date:	Jul 20, 2023
		Weight:	0.5 LB/0.23 KG

Recipient:
Dee Smith, Central Virginia Housing Coalition
2300 CHARLES ST
FREDERICKSBURG, VA, US, 22401

Shipper:
Richard Counselman, SL NUSBAUM REALTYCO.
440 Monticello Avenue, Suite 1700
1700 Wells Fargo Center
Norfolk, VA, US, 23510

Reference Nus Assoc - Warrenton Rd

Proof-of-delivery details appear below; however, no signature is available for this FedEx Express shipment because a signature was not required.

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Tab M:

Locality CEO Response Letter

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NOTHING INCLUDED IN THIS TAB

Tab N:

Homeownership Plan

NOTHING INCLUDED IN THIS TAB

Tab O:

Plan of Development Certification Letter

NOTHING INCLUDED IN THIS TAB

Tab P:

Developer Experience documentation and
Partnership agreements (Please submit this TAB as
a separate stand alone document)

Note- Information related to this Tab P has been submitted separately.

Tab Q:

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

NOTHING INCLUDED IN THIS TAB

Tab R:

Documentation of Operating Budget and Utility Allowances

Virginia Housing | Housing Choice Voucher Program

**Allowances for
Tenant-Furnished Utilities
and Other Services**

Family Name: _____

Unit Address: _____

Voucher Size*: _____ Unit Bedroom Size*: _____

**Use smaller size to calculate tenant-supplied utilities and appliances.*

		Unit Type: 2 Exposed Walls					Effective Date: 07/01/2022			
Utility	Usage	Monthly Dollar Amount								
		0 BR	1 BR	2BR	3BR	4BR	5 BR	6 BR	7BR	
Appliance	Range/Microwave	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	
	Refrigerator	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	
Bottled Gas	Cooking	\$11.00	\$15.00	\$19.00	\$23.00	\$29.00	\$34.00	\$38.00	\$42.00	
	Home Heating	\$64.00	\$89.00	\$114.00	\$140.00	\$177.00	\$204.00	\$229.00	\$254.00	
	Water Heating	\$27.00	\$37.00	\$48.00	\$58.00	\$74.00	\$85.00	\$95.00	\$106.00	
Electricity	Cooking	\$4.00	\$5.00	\$6.00	\$8.00	\$10.00	\$11.00	\$13.00	\$14.00	
	Cooling (A/C)	\$7.00	\$9.00	\$13.00	\$15.00	\$19.00	\$22.00	\$24.00	\$27.00	
	Home Heating	\$24.00	\$34.00	\$43.00	\$54.00	\$67.00	\$78.00	\$87.00	\$97.00	
	Other Electric	\$14.00	\$19.00	\$24.00	\$30.00	\$38.00	\$43.00	\$49.00	\$54.00	
	Water Heating	\$12.00	\$16.00	\$21.00	\$25.00	\$32.00	\$37.00	\$41.00	\$46.00	
Natural Gas	Cooking	\$2.00	\$2.00	\$3.00	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00	
	Home Heating	\$8.00	\$12.00	\$15.00	\$18.00	\$22.00	\$25.00	\$28.00	\$32.00	
	Water Heating	\$3.00	\$4.00	\$5.00	\$7.00	\$8.00	\$10.00	\$11.00	\$12.00	
Oil	Home Heating	\$45.00	\$63.00	\$81.00	\$98.00	\$126.00	\$145.00	\$163.00	\$181.00	
	Water Heating	\$19.00	\$26.00	\$33.00	\$41.00	\$52.00	\$59.00	\$67.00	\$74.00	
Sewer	Other	\$23.00	\$32.00	\$41.00	\$50.00	\$63.00	\$72.00	\$81.00	\$90.00	
Trash Collection	Other	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	
Water	Other	\$20.00	\$28.00	\$36.00	\$44.00	\$56.00	\$64.00	\$72.00	\$80.00	
UTILITY ALLOWANCE TOTAL:		\$	\$ 143	\$ 184	\$ 226	\$	\$	\$	\$	

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Tab S:

Supportive Housing Certification

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TAB S

C. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

MAINLINE Apartments - Phase I & II Fredericksburg, Virginia

Resident Telehealth Services

Access to quality health care services is important for promoting and maintaining health, preventing and managing disease, reducing unnecessary disability and premature death, and achieving health equity for all Americans.

MAINLINE will provide a private booth/office and technology necessary for Residents to access virtual healthcare. In addition, we have coordinated with Lackey Clinic, a member of VAFCC (Virginia Association of Free and Charitable Clinics <https://www.vafreeclinics.org>), to provide free telehealth and other healthcare services to eligible residents.

Please see the attached letter from Lackey Clinic in Yorktown, Virginia acknowledging that their telehealth services are available to residents at MAINLINE. In addition to providing services that are permitted to be provided by telehealth, Lackey will see residents for in-office care and/or will assist residents in arranging free in-office care from VAFCC facilities that are located in closer proximity to 288 Lofts.

288 Lofts is pleased to be able to support Lackey Clinic and partner with them to provide care for our residents.



Lackey Clinic

A Free and Charitable Healthcare Center

June 27, 2023

Sharon Swanberg
S.L. Nusbaum Realty Co.
440 Monticello Avenue, Suite 1700
Norfolk, VA 23510

RE: MAINLINE Apartments - Phase I and II
Fredericksburg, Virginia

Dear Mrs. Swanberg:

Lackey Clinic is a faith-based nonprofit providing free healthcare to adults without insurance. Our patients are the working class usually earning between \$10-\$25 an hour who earn too much to qualify for Virginia Medicaid but not enough to afford quality health insurance. We also offer dental services to those who are uninsured or who may have medical insurance (Medicare, Tricare, private insurance) but do not have dental insurance.

In addition, we offer free virtual urgent care, to any adult in Virginia with a non-life threatening, urgent need, regardless of insurance or income status. Anyone can book a free online video appointment with a board-certified doctor by going to www.lackeyclinic.org/urgent * we do not provide prescriptions for controlled substances or mental health medications through Virtual Urgent Care.

This letter is to acknowledge that services are available to residents of MAINLINE who apply and meet the clinic's eligibility requirements. In addition to telehealth, we offer Primary and Specialty Care, Dental Care, Vision Care, Free and Low-Cost Medications, Behavioral Health Counseling, and Spiritual Care.

We believe that these services could benefit many of the residents in your Low-Income Tax Credit Community. Requirements for eligibility are outlined below.

- Be a resident of Virginia.
- Have been in the Unites States for at least one year.
- To be a medical patient – you must not have private insurance, Medicaid, Medicare, or Veterans Assistance.
- To be a dental patient you must not have dental insurance (but can have Medicare, Tricare, private or be uninsured as long as you do not have dental insurance - * no Medicaid- it is dental insurance.
- Household Income does not exceed:

Family Size	Yearly Income
1	\$43,740
2	\$59,160
3	\$74,580
4	\$90,000
5	\$105,420
6	\$120,840

If you or the administrators of the LIHTC guidelines have questions about services offered, please feel free to reach out. We look forward to providing quality healthcare to your residents at Mainline Apartments

Sincerely,



Amber Martens

Director of Eligibility & Community Outreach

Lackey Clinic

1620 Old Williamsburg Road

Yorktown, VA 23690

757-886-0608 x 252

www.lackeyclinic.org



CANT AFFORD MEDICAL OR DENTAL INSURANCE?

Apply now at www.lackeyclinic.org

Lackey Clinic is a faith-based non-profit that provides free medical and dental services to the working class.

Our patients earn too much to qualify for Virginia Medicaid but not enough to afford quality insurance.

If you make between \$10 - \$25 an hour, you may qualify. Apply Today!

Tab T:

Funding Documentation

MAINLINE Apartments Phase II HOTC Request

HOTC Request: \$1,000,000

Estimated Syndication Value: \$0.50

Percent of ownership entity: 99.99%

Net credit amount anticipated by users of credits: \$499,950

To be paid by anticipated users of credits: \$4,999,500

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing

**Virginia Housing Free Housing
Education Acknowledgement**

I _____, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here www.virginiahousing.com/renters.

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: _____

Resident Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First Refusal

NOTHING INCLUDED IN THIS TAB

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)

RESIDENT WI-FI ACKNOWLEDGMENT FORM

The below-signed resident ("Resident") of the multi-family housing project known as **MAINLINE Apartments Phase II** ("Project") hereby acknowledges that Resident has been informed that Wi-Fi service is available at the Project for Resident's use in both the clubhouse community room and in the Resident's unit, at no additional charge to Resident, but subject to the Terms and Conditions (defined below), so that Resident can access the internet using his/her personal computer, tablet, smartphone or other Wi-Fi enabled device ("Wi-Fi Service").

Resident further acknowledges that Resident has received and read a copy of the terms and conditions governing the Wi-Fi Service at the Project ("Terms and Conditions"), which Terms and Conditions are incorporated herein by reference to same extent as if set forth herein in full. To the extent Resident utilizes the Wi-Fi Service at the Project, Resident agrees to abide by the Terms and Conditions of the Wi-Fi Service. Resident's use of the Wi-Fi Service shall constitute Resident's consent to all Terms and Conditions related to the Wi-Fi Service.

Resident acknowledges that Resident's violation of the Terms and Conditions may result in suspension of Wi-Fi Service without notice, an event of default under Resident's lease, and/or legal proceedings.

In the event that Resident is in default under Resident's lease, Resident's Wi-Fi Service may be suspended or terminated without notice and/or Resident may be required to reimburse the Project for Resident's proportionate share of fees and service charges related to the Wi-Fi Service during any such period of default.

Resident Signature: _____

Resident Name (Print): _____

Resident Unit No. _____

Date: _____

WI-FI USER TERMS AND CONDITIONS

These Wi-Fi User Terms and Conditions (this "Agreement") govern the free Wi-Fi hotspot service (the "Service") provided by STAFFORD LOFTS PHASE II, L.P. ("we" or "us") for use by our residents and guests ("you" or "user").

1. Our Agreement.

1.1 This Agreement applies from when we accept your request for Service. Please read the terms carefully before activating Service with us.

1.2 By using and/or activating Service with us and/or clicking the accept button on the login/registration page you agree to be bound by this Agreement. **IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICE.**

1.3 We may modify the Agreement at any time. In accordance with Section 1.2, use of the Service constitutes acceptance of the Agreement current at that point in time. The current version of the Agreement will be accessible at: [TBD].

1.4 This Agreement does not alter in any way the terms or conditions of any other agreement you may have with us for any other products, services or otherwise. This Agreement contains disclaimers and other provisions that limit our liability to you.

2. Provision of Service.

2.1 You are responsible for providing all hardware and other equipment required to access and use the Service (a "Unit"). You are responsible for ensuring the compatibility of your Unit with the Service. The availability and performance of the Service is subject to all memory, storage and other Unit limitations.

2.2 We do not warrant that any particular virtual private network will be compatible with the Service. We will not supply any software to you in connection with the Service. If you use software packages, applications or configurations, then you accept the risk of any failure of the Service resulting from the use of such software packages, applications or configurations.

2.3 The Service is available to your Unit only when it is within the range of our Wi-Fi. Network speed will vary based on Unit configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.

2.4 THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, THE RISK THAT IT MAY BE INTERRUPTED, LIMITED OR CURTAILED DUE TO MAINTENANCE AND REPAIR WORK, TRANSMISSION OR EQUIPMENT LIMITATIONS/FAILURES, COLLOCATION FAILURES OR DUE TO AN EMERGENCY OR OTHER FACTOR OR EVENT. WE ARE NOT RESPONSIBLE FOR DATA, MESSAGES OR PAGES THAT YOU MAY LOSE OR THAT BECOME MISDIRECTED BECAUSE OF

INTERRUPTIONS OR PERFORMANCE ISSUES WITH THE SERVICE. WE ARE NOT RESPONSIBLE FOR THE SECURITY OF ANY INFORMATION TRANSMITTED THROUGH THE SERVICE.

2.5 We reserve the right to immediately and without notice, discontinue providing the Service. Further, we reserve the right to immediately and without notice suspend your access to the Service if we suspect that you are in violation of this Agreement. You have no proprietary or ownership rights to any username or password or to a specific IP address assigned to you or your Unit. We may change such addresses at any time or deactivate or suspend Service to any address without prior notice to you if we suspect any use of the Service in violation of this Agreement.

3. Use of the Service.

3.1 When the Service is available, you may access it provided:

- (a)** You do not use the Service for anything unlawful, immoral or improper;
- (b)** You do not use the Service to make offensive or nuisance communications in whatever form, including, without limitation, posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, obscene, pornographic, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable;
- (c)** You do not use the Service to harm or attempt to harm minors in any way;
- (d)** You do not act or permit others to act in such a way that the operation of the Service or our systems will be jeopardized or impaired;
- (e)** You do not use abusive, threatening or inconsiderate behavior towards other users of the Service, members of our staff or any person in the vicinity of a Wi-Fi hotspot;
- (f)** You do not use the Service to access or use content in a way that infringes the rights of others including, without limitation, intellectual property rights;
- (g)** The Service is used in accordance with any third party policies for acceptable use or any relevant Internet standards (where applicable).

3.2 You agree not to resell or re-broadcast any aspect of the Service, whether for profit or otherwise. You accept that this Agreement allows you to use the Service for your personal use only and that you may not make the Service available to any other person or allow any other person to make use of the Service.

3.3 You also agree not to use the Service for any fraudulent purpose, or in such a way as to create damage or risk to our business, reputation, employees, tenants, facilities, third parties or to the public generally.

4. Content Disclaimer.

4.1 We do not control, nor are we in any way liable for, data or content that you access or receive via the Service. We are not a publisher of content that can be accessed through the Service and are not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Service. We do not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service. You are responsible for evaluating such content.

4.2 It is your responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the Service. We will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. You are responsible for all consents, royalties and fees related to third party vendors whose sites, products or services you access, buy or use via the Service. We are not responsible for any viruses, ransomware, malware or other malicious code that you may access or to which your Unit may be exposed through the use of the Service.

5. Fair Usage. Our free Service is intended to support general web browsing activities of our residents and guests. Due to limited bandwidth and to ensure a consistent experience for all users, our Wi-Fi does not support high-bandwidth actions such as streaming music, streaming video or downloading large files. To ensure the provision of a quality of Service to all our users and to ensure that the behavior of some does not disadvantage the majority of our users, you agree to abide by any fair use policy which we may apply.

6. Security.

6.1 We make no representation or warranty that the Service is secure in any respect. You acknowledge and assume the risk that any data, information or communication that you transmit via the Service could be intercepted, copied, hacked, contaminated or otherwise subject to third-party interference. We are not responsible for any costs, damages or other loss you or any other party may suffer as a result of such interference.

7. Privacy.

7.1 You may be required to provide us with personally identifiable information during the login/registration process. If you provide us with your personally identifiable information, you are giving us permission to use that information for the specific purpose for which it is provided and for any other purpose described herein. Other than as set forth below, we will not share your personally identifiable information with third parties without first providing you with notice and the opportunity to withhold consent.

7.2 We employ other companies and individuals to perform functions on our behalf in connection with the Service. In connection with their performance of these functions on our behalf, we may share personally identifiable information with such companies and individuals as needed for them to perform their functions on our behalf, but they may not use it for other purposes. If you do not allow us to share your information with these third party providers providing services on our behalf, we may not be able to provide you with the Service.

7.3 We reserve the right to release personally identifiable information to third parties to comply with a legal obligation; when we believe in good faith that the law or a governmental authority requires it; to enforce or apply this Agreement and other policies or agreements; to protect the rights, property or safety of our company, our residents or others; or to address fraud protection, credit risk reduction, security and technical issues. By using the Service, you consent to the reservation and exercise of the foregoing rights.

7.4 We also may collect, store and use certain non-personally identifiable information we receive as a result of your use of the Service, and we may aggregate data and information provided by or collected from multiple users (which may include you) in a manner that is not personally identifiable to any individual user ("Aggregated Information"). All non-personally identifiable information we collect and all Aggregated Information we create are our exclusive property. Nothing herein limits our right to use any such non-personally identifiable information or Aggregated Information in any way (including, but not limited to, monitoring user traffic patterns, analyzing and quantifying user preferences and improving the functionality of our Service) or prohibits us from sharing non-personally identifiable information or Aggregated Information with third parties.

7.5 If you choose to use the Service to access web sites or content provided by third parties or purchase products from third parties, then your personal information may be available to the third-party provider. The way third parties handle and use your personal information related to the use of their services is governed by their policies and we have no responsibility for their policies, or third parties' compliance with them.

7.6 WE CANNOT AND DO NOT WARRANT OR GUARANTEE THE SAFETY AND SECURITY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION.

8. Disclaimer of Warranties. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. WE DO NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, PARENTS, SUBSIDIARIES OR AFFILIATES WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE WILL BE UNINTERRUPTED, ALWAYS AVAILABLE, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE.

9. Limitation of Liability. EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, DIRECT, DELAY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER

RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES, MALWARE OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE WORLD WIDE WEB, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

10. **Indemnity.** You agree to indemnify us against any claims, demands, actions liabilities, costs or damages arising out of (a) your use of the Service including, without limitation, any material that you access or make available using the Service, or (b) your violation of this Agreement, including, without limitation, use of the Service by you (or permitted by you) involving offensive or illegal material or activities that infringe any intellectual property rights or are otherwise in violation of law. You furthermore agree to pay our reasonable legal fees and experts' costs arising out from any actions or claims hereunder.

11. **Termination.** We may terminate this Agreement immediately if you breach this Agreement.

12. **Assignment.** You may not transfer or assign any of your rights and responsibilities under this Agreement without our prior written consent. We may transfer and assign our rights and responsibilities to any third party without your permission.

13. **Governing Law; Arbitration.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Virginia, without giving effect to its conflict of law rules. If a dispute, controversy or claim cannot be settled by the parties hereto within thirty (30) days after written notice from either party to the other of the dispute, controversy or claim, then, any dispute, controversy, or claim arising under, out of, or relating to this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, will be finally determined by arbitration conducted by the American Arbitration Association in accordance with the Rules of the American Arbitration Association (the "**ABA Rules**"). The number of arbitrators shall be three (3), each chosen in accordance with the ABA Rules. The place of arbitration will be in Norfolk, Virginia. The sole and exclusive language of arbitration will be English. The judgment of the arbitration will be final, non-appealable (to the extent not inconsistent with applicable law) and binding upon the parties; and, judgment may be entered upon the arbitration award in any court of competent jurisdiction. **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY ACTS OR OMISSIONS OF ANY OF THE PARTIES HERETO IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

14. **No Third Party Beneficiary.** This agreement shall not confer any benefit on a third party.

15. **Enforceability.** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

16. **Amendment.** We reserve the right to amend this Agreement at any time without your consent.

Internet and Network Security Policy

I. Introduction

This internet and network security policy (the "Policy") defines the internet and network security policy for **STAFFORD LOFTS PHASE II, L.P.** (the "Company") and applies to all business functions and information contained on the network, the physical environment, and the Employees (defined below) and tenant users who support and access the network.

The Policy sets out protocols for the protection of the confidentiality, integrity, and availability of the network, as well as security considerations for ensuring the security of the Company's network.

For purposes of this Policy, the "network" shall refer to the following components, if and to the extent applicable:

- Computer hardware; CPUs; email, web, and application servers, and PC systems.
- System software including operating systems, database management systems, and backup and restore software.
- Application software used by various departments within the Company.
- Communications network hardware and software including routers, hubs, modems, multiplexers, firewalls, private lines, and associated network management software and tools.

For purposes of this Policy, "Employees" shall refer to the employees of the Company's management agent. To the extent this Policy requires certain conduct of the Employees or requires certain direction be given to the Employees, the Company will cause its management agent to ensure such conduct or so direct the Employees.

II. Policy Statement

The Company's network shall be accessed only by legitimate Employees and tenant users, will store and maintain the Company's operating data, and operate all necessary internet and application platforms, including necessary property management and financial accounting software.

To accomplish the foregoing, the Company will undertake the following:

- Protect all hardware, software and information assets under its control from damage and threats whether internal, external, deliberate or accidental. This will be achieved by implementing a set of well-balanced technical and non-technical measures.
- Provide both effective and cost-efficient protection that is commensurate with the risks to its network assets.
- Implement this Policy in a consistent, vigilant, and timely manner.
- Where relevant, comply with applicable legal, regulatory and internal policy requirements.

If an Employee is found to have breached this Policy, such Employee shall be subject to appropriate disciplinary procedure.

III. Scope

This Policy applies to all networks within the Company's corporate offices and on-site property management offices used for:

- The storage, sharing, and transmission of the Company's operational and financial information and data.
- The storage, sharing, and transmission of project-specific property management information and data.
- The provision of internet services to Employees for Company-sanctioned business purposes.
- The provision of internet services to tenants of multifamily properties under the Company's management.

IV. Objectives

The objectives of this Policy are:

- To ensure suitable controls exist to secure the Company network.
- To ensure those accessing and managing the network understand their roles and responsibilities.
- To ensure suitable procedures are in place for operation, management, and oversight of the network.

V. Risk Assessments

The Company will carry out security risk assessment(s) in relation to all aspects of the network. The risk assessment(s) will identify the appropriate security countermeasures necessary to protect against possible breaches in confidentiality, integrity and service availability.

VI. Physical and Environmental Security

The following physical and environmental security mechanisms will be employed:

- Network computer equipment will be housed in a controlled and secure environment that is monitored for temperature, humidity and power supply issues.
- Critical network equipment will be housed in secure areas protected by physical locks and, where appropriate, access control mechanisms.
- Network equipment will be protected from power supply failures.
- Suitable technical controls will be in place to secure the network including security patching, firewalls and network admission controls.
- All visitors to secure and critical network areas must be escorted and supervised by Company IT personnel.

VII. Access Control to the Network

Entry to secure areas housing critical or sensitive network equipment will be restricted to those Employees whose job description requires such entry and access.

Access to the network will be via secure methods requiring authentication.

Employees and tenant users will be required to undergo a formal, documented user registration and de-registration procedure for access to the network. All Employees and tenant users on the network will have individual, unique username identifications and passwords. No Employees or tenant users shall be permitted to share access credentials. Passwords shall be kept strictly confidential. Employees and tenant users must ensure that they protect the network from unauthorized access. Employees will log off the network when finished working and workstations must be locked if left unattended.

System-level passwords for administrators shall be changed periodically, but no less than quarterly.

User access rights will be immediately revoked for Employees who have been terminated, suspended, placed on leave or otherwise leave employment of the Company. User access rights will be immediately revoked for tenants whose leases have terminated or expired.

Only authorized devices may be connected to the network. Any device connecting to the network must comply with the Company's anti-virus and patching procedures.

VIII. External Network Connections

The Company will ensure all connections to external third-party networks materially conform to applicable portions of this Policy. New external connections must follow the approved authorization routes.

IX. Maintenance Agreements

The Company shall designate a qualified Employee to serve as the Company's IT designee (the "IT Designee"). The IT Designee will ensure maintenance and service contracts are in place and periodically reviewed for all network equipment. Contracts for installation, maintenance, and service of all network equipment shall be through licensed third-party vendors as the IT Designee may from time to time authorize.

X. Operating Procedures

Documented security operating procedures will be created for the network that reflects this policy and changes to these procedures must be authorized by the IT Designee.

XI. Security Monitoring

The network will be monitored for potential security incidents and breaches. Where possible, automated alerts will be generated to highlight potential issues in real time.

All potential security breaches, misuse, or violations of this Policy must be reported to the IT Designee using the prescribed reporting measures. The IT Designee shall be responsible for auditing the network to ensure it meets prescribed security standards.

XII. Responsibilities

a. Users

The Company shall ensure that all Employee and tenant users of the network are provided with the necessary security guidance and training to discharge their respective duties or otherwise ensure responsible use of the network.

All Employee users shall use the network for Company business only. All Employee users of the network shall be made aware of the contents and implications of this Policy and that irresponsible or improper actions may result in disciplinary action, including discharge.

All Employee and tenant users should safeguard hardware, software and information in their care, as applicable, and prevent the introduction of malicious software onto the Company's network. All Employee and tenant users shall immediately report any suspected or actual breaches in network security or protocol to the Company. Under no circumstances should a user attempt to resolve a network security breach on their own.

b. IT Designee

The IT Designee shall be responsible for the following:

- Management of network servers.
- Manage the Company's network security including that of the wireless LAN and any external connections not a part of the Company's network.
- Establishment of disaster recovery and business continuity plans and the testing of those plans.
- Periodic penetration testing to ensure the security of the Company network against hackers, viruses, worms, and malicious uses.
- Complete regular backups of all applicable information on the network.
- Provide support to Employee users in gaining access to the network and their use of services provided over the network.
- Liaise with on-site property managers regarding network and network security issues at properties managed by the Company.
- Advising the Company on security breaches and recommended actions.

- Assist in the periodic review and updating of this Policy.

XIII. Training

All staff will be required to have appropriate information governance training which will include guidance on network security.

All tenants having access to the network shall receive the resident internet and network education pamphlet and shall sign the Resident Wi-Fi Acknowledgment Form prior to taking occupancy.

XIV. Implementation

This policy will be disseminated through Company email and through periodic training. The Company shall review this Policy not less than annually and otherwise as required in order to ensure that it remains up-to-date and reflective of industry accepted best-practices.



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong password. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your password written down where someone can find it.



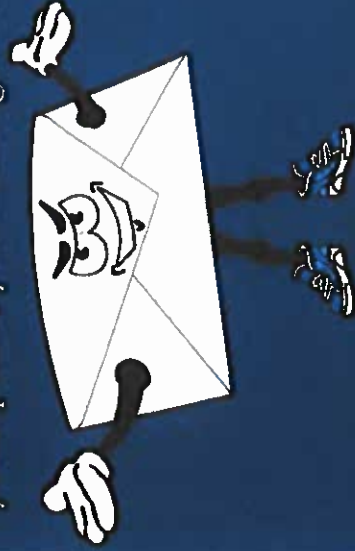
A great tool online that creates kid friendly passwords is the website,

Spam

Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware

Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something (a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware

Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

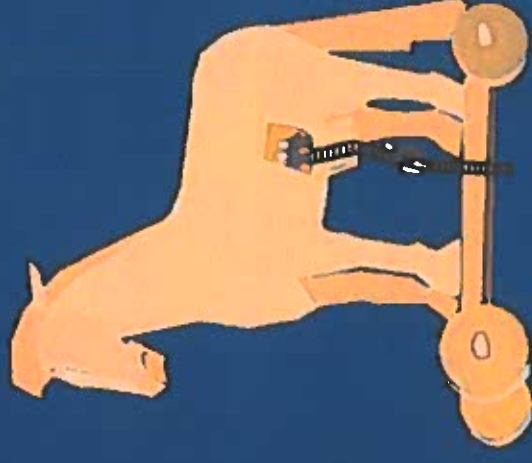


Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside.

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

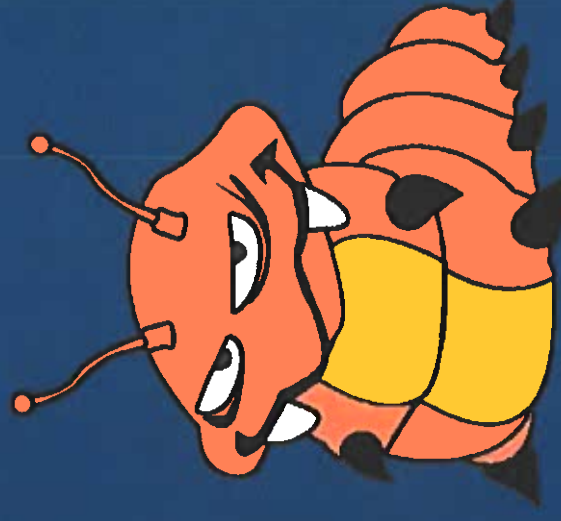
Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

Social Media

Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.



Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others.

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

Libel: This is where someone publishes to print (including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation.



Be Careful of What You Say!

Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts,



Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [Kidzworld](#) is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year.

The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting

There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [This link](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney

General

**202 North Ninth Street
Richmond, Virginia 23219**

(804) 786-2071

www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

NOTHING INCLUDED IN THIS TAB

Tab Y:

Inducement Resolution for Tax Exempt Bonds

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NOTHING INCLUDED IN THIS TAB



Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation



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Tab AA:

Priority Letter from Rural Development

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○

NOTHING INCLUDED IN THIS TAB

TAB AB:

Social Disadvantage Certification

NOTHING INCLUDED IN THIS TAB