
2023 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**
Richmond, VA Time On **March 16, 2023**

Tax Exempt Bonds

Applications should be received at VHDA at least one month before the
bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds
are *issued* (if bonds are not issued by VHDA)



Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220-6500

INSTRUCTIONS FOR THE VIRGINIA 2023 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 16, 2023**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

1. Application For Reservation – the active Microsoft Excel workbook
2. A PDF file which includes the following:
 - Application For Reservation – Signed version of hardcopy
 - All application attachments (i.e. tab documents, excluding market study and plans & specs)
3. Market Study – PDF or Microsoft Word format
4. Plans - PDF or other readable electronic format
5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)
6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format

IMPORTANT:

Virginia Housing only accepts files via our work center sites on Procorem. Contact TaxCreditApps@virginiahousing.com for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.

Disclaimer:

Virginia Housing assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to Virginia Housing.

Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

Please Note:

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	jd.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
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Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861

TABLE OF CONTENTS

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

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

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 for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

X	\$1,000 Application Fee (MANDATORY)
X	Electronic Copy of the Microsoft Excel Based Application (MANDATORY)
X	Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY)
X	Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application)
X	Electronic Copy of the Plans and Unit by Unit writeup (MANDATORY)
X	Electronic Copy of the Specifications (MANDATORY)
	Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab)
	Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request)
	Electronic Copy of Appraisal (MANDATORY if acquisition credits requested)
	Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested)
X	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)
X	Tab B: Virginia State Corporation Commission Certification (MANDATORY)
X	Tab C: Principal's Previous Participation Certification (MANDATORY)
X	Tab D: List of LIHTC Developments (Schedule A) (MANDATORY)
X	Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY)
X	Tab F: RESNET Rater Certification (MANDATORY)
X	Tab G: Zoning Certification Letter (MANDATORY)
X	Tab H: Attorney's Opinion (MANDATORY)
X	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)
	Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY)
	Tab K: Documentation of Development Location:
X	K.1 Revitalization Area Certification
X	K.2 Location Map
X	K.3 Surveyor's Certification of Proximity To Public Transportation
X	Tab L: PHA / Section 8 Notification Letter
X	Tab M: Locality CEO Response Letter
	Tab N: Homeownership Plan
	Tab O: Plan of Development Certification Letter
X	Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)
X	Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
X	Tab R: Documentation of Operating Budget and Utility Allowances
X	Tab S: Supportive Housing Certification and/or Resident Well-being
X	Tab T: Funding Documentation
X	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
X	Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
X	Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)
X	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
	Tab Y: Inducement Resolution for Tax Exempt Bonds
X	Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation
	Tab AA: Priority Letter from Rural Development
X	Tab AB: Social Disadvantage Certification

VHDA TRACKING NUMBER

2024-ASH-08

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2023

1. Development Name: Bains Pointe
2. Address (line 1): 1100 High Street
Address (line 2):
City: Portsmouth State: VA Zip: 23704
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
(Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
City/County of Portsmouth City
5. The site overlaps one or more jurisdictional boundaries..... FALSE
If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 211.00
7. Development is located in a **Qualified Census Tract**..... TRUE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....
- | 3% | 10% | 12% |
|--------------|--------------|--------------|
| <u>FALSE</u> | <u>FALSE</u> | <u>FALSE</u> |
- Enter only Numeric Values below:
13. Congressional District: 3
Planning District: 23
State Senate District: 18
State House District: 80
14. **ACTION:** Provide Location Map (**TAB K2**)
15. Development Description: In the space provided below, give a brief description of the proposed development

The development team is developing Bains Pointe, a multifamily community in Portsmouth, Virginia. The development will consist of 50 residential units in one 4-story building with an elevator. 15% of the units will be designated for Accessible Supportive Housing target populations as defined in the Tax Credit Manual. The development team has successfully developed and placed in service hundreds of affordable housing properties across a multitude of states and is considered a leader in the affordable housing industry.

VHDA TRACKING NUMBER

2024-ASH-08

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/16/2023

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:	Mimi Terry		
Chief Executive Officer's Title:	Interim City Manager	Phone:	757-393-8641
Street Address:	801 Crawford Street		
City:	Portsmouth	State:	VA
		Zip:	23704

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

Brian Donahue, Director of Portsmouth Economic Development

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

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

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

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

B. RESERVATION REQUEST INFORMATION**1. Requesting Credits From:**

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

Accessible Supportive Housing Pool

or

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

For Tax Exempt Bonds, where are bonds being issued?

ACTION: Provide Inducement Resolution at **TAB Y** (if available)**2. Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

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

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.)

7. 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 Procorem work center.

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Bains Pointe Limited Partnership

Developer Name: Woda Cooper Development, Inc.

Contact: M/M ▶ Mr. First: Gregory MI: Last: Mustric

Address: 500 S. Front Street, 10th Floor

City: Columbus St. ▶ OH Zip: 43215

Phone: (614) 396-3200 Ext. Fax:

Email address: gmustric@wodagroup.com

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

Select type of entity: ▶ Limited Partnership Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.
Maia Cooper, mcooper@wodagroup.com, 614-396-3200

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

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

Names **	Phone	Type Ownership	% Ownership	
			0.000%	
Please see attached.			0.000%	needs
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	

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

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

Names**	Phone	Type of Ownership	% Ownership
Bains Pointe GP, LLC	(614) 396-3200	General Partner (GP)	0.00%
Woda Cooper Communities II, LLC	(614) 396-3200	Managing Member (MM) of the GF	0.00%
Jeffrey J. Woda	(614) 396-3200	Member/Manager of MM	0.64%
David Cooper, Jr.	(614) 396-3200	Member/Manager of MM	0.64%
Powhatan Holdings, LLC	(614) 396-3200	Member of MM (Powhatan)	0.00%
Jeffrey J. Woda	(614) 396-3200	Member of Powhatan	8.00%
Veronica (Paige) Woda	(614) 396-3200	Member of Powhatan	8.00%
Madeline Woda	(614) 396-3200	Member of Powhatan	8.00%
Esther Woda	(614) 396-3200	Member of Powhatan	8.00%
45N Limited Partnership	(614) 396-3200	Member of MM (45NLP)	0.00%
Grace Cooper Olson	(614) 396-3200	Limited Partner of 45NLP	12.29%
Clay Cooper	(614) 396-3200	Limited Partner of 45NLP	12.29%
45N LLC	(614) 396-3200	General Partner of 45NLP (45NLL)	0.00%
David Cooper, Jr.	(614) 396-3200	Member of 45NLLC	3.07%
Cheryl Cooper	(614) 396-3200	Member of 45NLLC	3.07%
Bay Aging Brennan Pointe GP, LLC	(804) 758-2386	Nonprofit Member (NP1) of the GF	0.00%
Bay Aging, Inc. (nonprofit) / Kathy Velsey, Exec. D	(804) 758-2386	Sole Member of the NP1	10.00%
STOP, Inc. (nonprofit)/Regina Lawrence, CEO	(757) 858-1360	Nonprofit Member 2 of the GP	1.00%
Bruce Watts	(614) 396-3200	Member of the GP	25.00%
			100.00%

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.

TRUE

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

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type:

Purchase Contract

Expiration Date:

3/6/2024

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.....

3/6/2024

 .
- c.

FALSE

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

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

D. SITE CONTROL

3. Seller Information:

Name:

Economic Development Authority of the City of Portsmouth, Virginia

Address:

200 High Street, Suite 200

City:

Portsmouth

St.:

VA

Zip:

23704

Contact Person:

Brian Donahue

Phone:

(757) 393-8804

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

FALSE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

- 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:	Efrem Levy	This is a Related Entity.	FALSE
Firm Name:	Reno & Cavanaugh PLLC	DEI Designation?	FALSE
Address:	455 Massachusetts Ave., NW, Suite 400, Washington, DC 20001		
Email:	elevy@renocavanaugh.com	Phone:	(202) 349-2476
2. Tax Accountant:	Bryan Stickler	This is a Related Entity.	FALSE
Firm Name:	Stemen, Mertens, Stickler CPA's	DEI Designation?	FALSE
Address:	380 S. 5th Street, Columbus, Ohio 43215		
Email:	bstickler@lscpa.com	Phone:	(614) 224-0955
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct., Midlothian, VA 23113	Role:	Consultant
Email:	RyneJohnson@AstoriaLLC.com	Phone:	(804) 320-0585
4. Management Entity:	David Cooper, Jr.	This is a Related Entity.	TRUE
Firm Name:	Woda Real Estate and Management, LLC	DEI Designation?	FALSE
Address:	500 South Front Street, 10th Floor, Columbus, OH 43215		
Email:	dcooper@wodagroup.com	Phone:	(614) 396-3200
5. Contractor:	David Cooper, Jr.	This is a Related Entity.	TRUE
Firm Name:	Woda Construction, Inc.	DEI Designation?	FALSE
Address:	500 South Front Street, 10th Floor, Columbus, OH 43215		
Email:	dcooper@wodagroup.com	Phone:	(614) 396-3200
6. Architect:		This is a Related Entity.	FALSE
Firm Name:	Hooker DeJong, Inc.	DEI Designation?	FALSE
Address:	316 Morris Avenue, Suite 410, Muskegon, MI 49440		
Email:		Phone:	(231) 722-3407
7. Real Estate Attorney:	Efrem Levy	This is a Related Entity.	FALSE
Firm Name:	Reno & Cavanaugh PLLC	DEI Designation?	FALSE
Address:	455 Massachusetts Ave., NW, Suite 400, Washington, DC 20001		
Email:	elevy@renocavanaugh.com	Phone:	(202) 349-2476
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	TRUE
Address:			
Email:		Phone:	
9. Other:	W. Travis Bowers	This is a Related Entity.	FALSE
Firm Name:	The Hyperion Group, Inc.	DEI Designation?	TRUE
Address:	409 E. Laburnum Ave., Ofc 1, Richmond, VA 2	Role:	Consultant
Email:	tbowers@thehyperiongroup.net	Phone:	(804) 640-2933

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)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

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:

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, 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..... TRUE

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:

► Owner

Name: Bay Aging

Contact Person: Kathy E. Vesley

Street Address: 5306 Old Virginia Street, P.O. Box 610

City: Urbanna

State: ►

VA

Zip: 23175-9903

Phone: (804) 758-2386

Contact Email: kvesley@bayaging.org

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):
Specify the nonprofit entity's percentage ownership of the general partnership interest: 10.0%

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

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

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**1. General Information**

a. Total number of all units in development	50	bedrooms	111
Total number of rental units in development	50	bedrooms	111
Number of low-income rental units	50	bedrooms	111
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	50	bedrooms	111
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.....		60,323.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		334.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		59,989.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	1.818 +/-		
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**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	1172.22	SF	39	39
3BR Garden	1358.22	SF	11	11
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
			50	50

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

3. Structures

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: N/A

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

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

H. STRUCTURE AND UNITS INFORMATIONg. Indicate **True** for all development's structural features that apply:

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

h. Development contains an elevator(s).

If true, # of Elevators.

Elevator Type (if known)

TRUE
1
TBD

i. Roof Type

▶ Combination

j. Construction Type

▶ Combination

k. Primary Exterior Finish

▶ Combination

4. Site Amenities (indicate all proposed)

a. Business Center.....	FALSE	f. Limited Access.....	FALSE
b. Covered Parking.....	FALSE	g. Playground.....	TRUE
c. Exercise Room.....	TRUE	h. Pool.....	FALSE
d. Gated access to Site.....	FALSE	i. Rental Office.....	TRUE
e. Laundry facilities.....	TRUE	j. Sports Activity Ct..	FALSE
		k. Other:	Community Room Min. 749 SQF

l. Describe Community Facilities:

Community Room Min. 749 SQFT and service provider offices

m. Number of Proposed Parking Spaces

77

Parking is shared with another entity

FALSE

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

TRUE

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

H. STRUCTURE AND UNITS INFORMATION**5. Plans and Specifications**

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

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

6. Market Study Data: (MANDATORY)

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

Project Wide Capture Rate - LIHTC Units	1.60%
Project Wide Capture Rate - Market Units	n/a
Project Wide Capture Rate - All Units	1.00%
Project Wide Absorption Period (Months)	4 months

J. ENHANCEMENTS

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

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

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

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

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

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

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

TRUE	a. A community/meeting room with a minimum of 749 square feet is provided.
50.00%	b1. Percentage of brick covering the exterior walls.
50.00%	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. <i>Not applicable for 2022 Cycles</i>
FALSE	g. Each unit is provided free individual high speed internet access.
or	
TRUE	h. Each unit is provided free individual WiFi access.
FALSE	i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
or	
TRUE	j. Full bath fans are equipped with a humidistat.
TRUE	k. Cooking surfaces are equipped with fire prevention features
or	
FALSE	l. Cooking surfaces are equipped with fire suppression features.
FALSE	m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or	
TRUE	n. All Construction types: each unit is equipped with a permanent dehumidification system.
TRUE	o. All interior doors within units are solid core.
TRUE	p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
TRUE	q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
20%	r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system

J. ENHANCEMENTS

(for the benefit of the tenants)

- FALSE

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

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

- FALSE

a. All cooking ranges have front controls.
- FALSE

b. Bathrooms have an independent or supplemental heat source.
- FALSE

c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- 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:

- TRUE

Earthcraft Gold or higher certification

FALSE

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

U.S. Green Building Council LEED certification

FALSE

Enterprise Green Communities (EGC) Certification

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.)

- FALSE

Zero Energy Ready Home Requirements

FALSE

Passive House Standards

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

- TRUE

a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 50

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

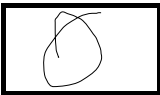
100% of Total Rental Units

4.

FALSE

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

If not, please explain:



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

I. UTILITIES

1. Utilities Types:

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

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

Water?	FALSE	Heat?	FALSE
Hot Water?	FALSE	AC?	FALSE
Lighting/ Electric?	FALSE	Sewer?	FALSE
Cooking?	FALSE	Trash Removal?	TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	17	20	0
Air Conditioning	0	0	8	9	0
Cooking	0	0	7	8	0
Lighting	0	0	27	31	0
Hot Water	0	0	15	18	0
Water	0	0	20	25	0
Sewer	0	0	29	39	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$122	\$150	\$0

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

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

Warning: The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.com should not be used unless directed to do so by the local housing authority.

K. SPECIAL HOUSING NEEDS

NOTE: Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.

Action: Provide appropriate documentation (**Tab X**)

TRUE

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

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

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

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

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

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

TRUE

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: Portsmouth Redevelopment and Housing Authority

Contact person: Edward Bland

Title: Executive Director

Phone Number: (757) 399-5261

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: 11

% of total Low Income Units 22%

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: Kathy

Last Name: Osterman

K. SPECIAL HOUSING NEEDS

Phone Number: (614) 396-3200 Email: kosterman@wodagroup.com

K. SPECIAL HOUSING NEEDS

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

- TRUE

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.
- TRUE

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.....

TRUE

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

- FALSE

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

Section 8 New Construction Substantial Rehabilitation
- FALSE

Section 8 Moderate Rehabilitation
- FALSE

Section 811 Certificates
- TRUE

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:

8

How many years in rental assistance contract?

15.00

Expiration date of contract:

9/6/2040

There is an Option to Renew.....

TRUE

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
13	26.00%	30% Area Median
0	0.00%	40% Area Median
12	24.00%	50% Area Median
0	0.00%	60% Area Median
0	0.00%	70% Area Median
25	50.00%	80% Area Median
0	0.00%	Market Units
50	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
13	26.00%	30% Area Median
0	0.00%	40% Area Median
12	24.00%	50% Area Median
0	0.00%	60% Area Median
0	0.00%	70% Area Median
25	50.00%	80% Area Median
0	0.00%	Market Units
50	100.00%	Total

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

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

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



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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 1.5 Bath	30% AMI	6	6	853.00	\$434.00	\$2,604
Mix 2	2 BR - 1.5 Bath	30% AMI	3		853.00	\$508.00	\$1,524
Mix 3	2 BR - 1.5 Bath	50% AMI	10		853.00	\$925.00	\$9,250
Mix 4	2 BR - 1.5 Bath	80% AMI	20		853.00	\$1,325.00	\$26,500
Mix 5	3 BR - 2 Bath	30% AMI	2	2	1039.00	\$450.00	\$900
Mix 6	3 BR - 2 Bath	30% AMI	2		1039.00	\$578.00	\$1,156
Mix 7	3 BR - 2 Bath	50% AMI	2		1039.00	\$1,060.00	\$2,120
Mix 8	3 BR - 2 Bath	80% AMI	5		1039.00	\$1,475.00	\$7,375
Mix 9							\$0
Mix 10							\$0

L. UNIT DETAILS

Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
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Mix 56							\$0
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Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0

L. UNIT DETAILS

Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
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Mix 75							\$0
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Mix 87							\$0
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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			50	8			\$51,429

Total	50	Net Rentable SF:	TC Units	44,696.00
Units			MKT Units	0.00
			Total NR SF:	44,696.00

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

M. OPERATING EXPENSES**Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing				\$1,500
2. Office Salaries				\$0
3. Office Supplies				\$13,750
4. Office/Model Apartment	(type)	\$0
5. Management Fee				\$39,823
6.00% of EGI	\$796.46	Per Unit		
6. Manager Salaries				\$36,000
7. Staff Unit (s)	(type)	\$0
8. Legal				\$2,500
9. Auditing				\$5,000
10. Bookkeeping/Accounting Fees				\$0
11. Telephone & Answering Service				\$3,750
12. Tax Credit Monitoring Fee				\$1,750
13. Miscellaneous Administrative				\$14,800
Total Administrative				\$118,873

Utilities

14. Fuel Oil				\$0
15. Electricity				\$20,625
16. Water				\$2,450
17. Gas				\$0
18. Sewer				\$4,425
Total Utility				\$27,500

Operating:

19. Janitor/Cleaning Payroll				\$0
20. Janitor/Cleaning Supplies				\$3,625
21. Janitor/Cleaning Contract				\$2,000
22. Exterminating				\$5,600
23. Trash Removal				\$5,000
24. Security Payroll/Contract				\$0
25. Grounds Payroll				\$0
26. Grounds Supplies				\$3,725
27. Grounds Contract				\$1,500
28. Maintenance/Repairs Payroll				\$36,000
29. Repairs/Material				\$10,250
30. Repairs Contract				\$5,000
31. Elevator Maintenance/Contract				\$7,500
32. Heating/Cooling Repairs & Maintenance				\$2,600
33. Pool Maintenance/Contract/Staff				\$0
34. Snow Removal				\$1,000
35. Decorating/Payroll/Contract				\$0
36. Decorating Supplies				\$2,200
37. Miscellaneous				\$0
Totals Operating & Maintenance				\$86,000

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes	\$65,000
39. Payroll Taxes	\$5,000
40. Miscellaneous Taxes/Licenses/Permits	\$1,050
41. Property & Liability Insurance	\$15,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$500
44. Health Insurance & Employee Benefits	\$2,500
45. Other Insurance	\$0
Total Taxes & Insurance	\$89,050

Total Operating Expense	\$321,423
--------------------------------	------------------

Total Operating Expenses Per Unit	\$6,428	C. Total Operating Expenses as % of EGI	48.43%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$15,000
---	-----------------

Total Expenses	\$336,423
-----------------------	------------------

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	Complete	David Cooper, Jr.
b. Site Acquisition	3/6/2024	David Cooper, Jr.
c. Zoning Approval	In Place	David Cooper, Jr.
d. Site Plan Approval	1/15/2024	David Cooper, Jr.
2. Financing		
a. Construction Loan		
i. Loan Application	9/1/2023	David Cooper, Jr.
ii. Conditional Commitment	10/1/2023	David Cooper, Jr.
iii. Firm Commitment	11/1/2023	David Cooper, Jr.
b. Permanent Loan - First Lien		
i. Loan Application	9/1/2023	David Cooper, Jr.
ii. Conditional Commitment	10/1/2023	David Cooper, Jr.
iii. Firm Commitment	11/1/2023	David Cooper, Jr.
c. Permanent Loan-Second Lien		
i. Loan Application	9/1/2023	David Cooper, Jr.
ii. Conditional Commitment	10/1/2023	David Cooper, Jr.
iii. Firm Commitment	11/1/2023	David Cooper, Jr.
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	3/14/2023	David Cooper, Jr.
3. IRS Approval of Nonprofit Status	1/11/1980	Kathy E. Vesley
4. Closing and Transfer of Property to Owner	3/1/2024	David Cooper, Jr.
5. Plans and Specifications, Working Drawings	1/15/2024	David Cooper, Jr.
6. Building Permit Issued by Local Government	2/25/2024	David Cooper, Jr.
7. Start Construction	3/1/2024	David Cooper, Jr.
8. Begin Lease-up	3/15/2025	David Cooper, Jr.
9. Complete Construction	5/1/2025	David Cooper, Jr.
10. Complete Lease-Up	8/1/2025	David Cooper, Jr.
11. Credit Placed in Service Date	12/31/2025	David Cooper, Jr.

O. PROJECT BUDGET - HARD COSTS**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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.

<u>Must Use Whole Numbers Only!</u>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	7,723,111	0	0	7,723,111
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	7,723,111	0	0	7,723,111
f. Earthwork	440,000	0	0	440,000
g. Site Utilities	385,000	0	0	385,000
<input checked="" type="checkbox"/> h. Renewable Energy	250,000	0	0	250,000
i. Roads & Walks	265,000	0	0	265,000
j. Site Improvements	150,000	0	0	150,000
k. Lawns & Planting	86,000	0	0	86,000
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	214,000	0	0	214,000
q. Other Site work	0	0	0	0
Total Land Improvements	1,790,000	0	0	1,790,000
Total Structure and Land	9,513,111	0	0	9,513,111
r. General Requirements	570,787	0	0	570,787
s. Builder's Overhead	190,261	0	0	190,261
(2.0% Contract)				
t. Builder's Profit	570,787	0	0	570,787
(6.0% Contract)				
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="text"/>	0	0	0	0
z. Other 2: <input type="text"/>	0	0	0	0
aa. Other 3: <input type="text"/>	0	0	0	0
Contractor Costs	\$10,844,946	\$0	\$0	\$10,844,946

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!	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	5,760	0	0	5,760
b. Architecture/Engineering Design Fee \$6,000 /Unit)	300,000	0	0	300,000
c. Architecture Supervision Fee \$1,591 /Unit)	79,573	0	0	79,573
d. Tap Fees	189,695	0	0	189,695
e. Environmental	30,000	0	0	30,000
f. Soil Borings	10,000	0	0	10,000
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	0	30,000
h. Appraisal	9,000	0	0	9,000
i. Market Study	7,000	0	0	7,000
j. Site Engineering / Survey	115,000	0	0	115,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	134,100	0	0	134,100
n. Construction Interest (8.5% for 24 months)	907,415	0	0	756,057
o. Taxes During Construction	10,000	0	0	10,000
p. Insurance During Construction	108,000	0	0	108,000
q. Permanent Loan Fee (1.0%)	36,000	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	6,000	0	0	6,000
u. Accounting	6,000	0	0	6,000
v. Title and Recording	85,000	0	0	63,750
w. Legal Fees for Closing	140,000	0	0	140,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	102,976			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	84,880	0	0	84,880
ab. Organization Costs	25,000	0	0	0
ac. Operating Reserve	306,380	0	0	0
ad. Contingency	566,247	0	0	566,247
ae. Security	0	0	0	0
af. Utilities	20,000	0	0	20,000

O. PROJECT BUDGET - OWNER COSTS

<input checked="" type="checkbox"/>	ag. Servicing Reserve	302,000			
(1)	Other* specify: Inspection Fee	20,000	0	0	20,000
(2)	Other* specify: Cost Segregation Study	7,500	0	0	7,500
(3)	Other* specify: Marketing	5,000	0	0	0
(4)	Other* specify:	0	0	0	0
(5)	Other * specify:	0	0	0	0
(6)	Other* specify:	0	0	0	0
(7)	Other* specify:	0	0	0	0
(8)	Other* specify:	0	0	0	0
(9)	Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$3,648,526	\$0	\$0	\$2,698,562
Subtotal 1 + 2 (Owner + Contractor Costs)		\$14,493,472	\$0	\$0	\$13,543,508
3. Developer's Fees		1,625,000	0	0	1,625,000
Action: Provide Developer Fee Agreement (Tab A)					
4. Owner's Acquisition Costs					
Land		500,000			
Existing Improvements		0	0		
Subtotal 4:		\$500,000	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$16,618,472	\$0	\$0	\$15,168,508

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$1,629,478

Proposed Development's Cost per Sq Foot

\$258 **Meets Limits**

Applicable Cost Limit by Square Foot:

\$497

Proposed Development's Cost per Unit

\$311,329 **Meets Limits**

Applicable Cost Limit per Unit:

\$533,792

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	16,618,472	0	0
			15,168,508

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

a. For QCT or DDA (Eligible Basis x 30%)	0	4,550,552
<i>State Designated Basis Boosts:</i>		
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	19,719,060

5. Applicable Fraction**6. Total Qualified Basis**
(Eligible Basis x Applicable Fraction)**7. Applicable Percentage**

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

8. Maximum Allowable Credit under IRC §42
(Qualified Basis x Applicable Percentage)
(Must be same as BIN total and equal to or less than credit amount allowed)

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.	Merchants Capital	03/13/23	03/14/23	\$13,410,000	Michael R. Dury
2.					
3.					
Total Construction Funding:				\$13,410,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Merchants Capital	3/13/2023	3/14/2023	\$3,600,000	\$276,338	7.25%	40	16
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$3,600,000	\$276,338			

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

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

Q. SOURCES OF FUNDS**4. Subsidized Funding**

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

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

Grants*

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

Market-Rate Loans

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

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

c. FALSE Other

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

R. EQUITY**1. Equity****a. Portion of Syndication Proceeds Attributable to Historic Tax Credit**

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

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$198,588	(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 \$198,588

2. Equity Gap Calculation

a. Total Development Cost		\$16,618,472
b. Total of Permanent Funding, Grants and Equity	-	<u>\$3,798,588</u>
c. Equity Gap		<u>\$12,819,884</u>
d. Developer Equity	-	<u>\$1,285</u>
e. Equity gap to be funded with low-income tax credit proceeds		\$12,818,599

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:			
Contact Person:	Joshua T. Reed - Merchants Capital	Phone:	(317) 714-6032
Street Address:	410 Monon Blvd., 5th Floor		
City:	Carmel	State:	IN
		Zip:	46032

b. Syndication Equity

i. Anticipated Annual Credits	\$1,456,805.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880
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	\$1,456,659
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$12,818,599

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$12,818,599

5. Net Equity Factor

Must be equal to or greater than 85% 87.9999793253%

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			\$16,618,472
2. Less Total of Permanent Funding, Grants and Equity	-		\$3,798,588
3. Equals Equity Gap			\$12,819,884
4. Divided by Net Equity Factor			87.9999793253%
(Percent of 10-year credit expected to be raised as equity investment)			
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$14,568,053
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,456,805
7. Maximum Allowable Credit Amount			\$1,774,715
(from Eligible Basis Calculation)			
8. Requested Credit Amount		For 30% PV Credit:	\$0
		For 70% PV Credit:	\$1,456,805
Credit per LI Units	\$29,136.1000	<div> <div>Combined 30% & 70%</div> <div>PV Credit Requested</div> </div>	
Credit per LI Bedroom	\$13,124.3694		
			\$1,456,805

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	\$51,429
Plus Other Income Source (list): <u>Rental Assistance, Interest, Tenant Charges, Laundry/Vending</u>	\$8,044
Equals Total Monthly Income:	\$59,473
Twelve Months	x12
Equals Annual Gross Potential Income	\$713,670
Less Vacancy Allowance <u>7.0%</u>	\$49,957
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$663,713

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	\$663,713
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$663,713
d. Total Expenses	\$336,423
e. Net Operating Income	\$327,290
f. Total Annual Debt Service	\$276,338
g. Cash Flow Available for Distribution	\$50,952

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	663,713	676,987	690,527	704,338	718,424
Less Oper. Expenses	336,423	346,516	356,911	367,618	378,647
Net Income	327,290	330,472	333,616	336,719	339,777
Less Debt Service	276,338	276,338	276,338	276,338	276,338
Cash Flow	50,952	54,134	57,278	60,381	63,439
Debt Coverage Ratio	1.18	1.20	1.21	1.22	1.23

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	732,793	747,449	762,398	777,646	793,199
Less Oper. Expenses	390,006	401,707	413,758	426,171	438,956
Net Income	342,786	345,742	348,640	351,475	354,243
Less Debt Service	276,338	276,338	276,338	276,338	276,338
Cash Flow	66,448	69,404	72,302	75,137	77,905
Debt Coverage Ratio	1.24	1.25	1.26	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	809,063	825,244	841,749	858,584	875,755
Less Oper. Expenses	452,124	465,688	479,659	494,049	508,870
Net Income	356,938	359,556	362,090	364,535	366,885
Less Debt Service	276,338	276,338	276,338	276,338	276,338
Cash Flow	80,600	83,218	85,752	88,197	90,547
Debt Coverage Ratio	1.29	1.30	1.31	1.32	1.33

Estimated Annual Percentage Increase in Revenue 2.00% (Must be \leq 2%)

Estimated Annual Percentage Increase in Expenses 3.00% (Must be \geq 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS:

1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit						
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount			
		Street Address 1	Street Address 2	City	State	Zip																	
1.		50	0	1100 High Street		Portsmouth	VA	23704				\$0				\$0	\$19,719,060	12/31/25	9.00%	\$1,774,715			
2.												\$0				\$0				\$0			
3.												\$0				\$0				\$0			
4.												\$0				\$0				\$0			
5.												\$0				\$0				\$0			
6.												\$0				\$0				\$0			
7.												\$0				\$0				\$0			
8.												\$0				\$0				\$0			
9.												\$0				\$0				\$0			
10.												\$0				\$0				\$0			
11.												\$0				\$0				\$0			
12.												\$0				\$0				\$0			
13.												\$0				\$0				\$0			
14.												\$0				\$0				\$0			
15.												\$0				\$0				\$0			
16.												\$0				\$0				\$0			
17.												\$0				\$0				\$0			
18.												\$0				\$0				\$0			
19.												\$0				\$0				\$0			
20.												\$0				\$0				\$0			
21.												\$0				\$0				\$0			
22.												\$0				\$0				\$0			
23.												\$0				\$0				\$0			
24.												\$0				\$0				\$0			
25.												\$0				\$0				\$0			
26.												\$0				\$0				\$0			
27.												\$0				\$0				\$0			
28.												\$0				\$0				\$0			
29.												\$0				\$0				\$0			
30.												\$0				\$0				\$0			
31.												\$0				\$0				\$0			
32.												\$0				\$0				\$0			
33.												\$0				\$0				\$0			
34.												\$0				\$0				\$0			
35.												\$0				\$0				\$0			
		50	0 If development has more than 35 buildings, contact Virginia Housing.																				
		Totals from all buildings							\$0					\$0					\$19,719,060				
													\$0					\$0	\$1,774,715				

Number of BINS:

1

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 terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

V. STATEMENT OF OWNER


10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
16. 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: Bains Pointe Limited Partnership

By:

Its:


Authorized Member of the General Partner


(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:	David Layman
Virginia License#:	0401015915
Architecture Firm or Company:	Hooker DeJong, Inc.

By:	
Its:	President CEO
	(Title)

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

W.

LIHTC SELF SCORE SHEET**Self Scoring Process**

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

Please remember that this score is only an estimate. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

MANDATORY ITEMS:

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

1. READINESS:

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

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.20
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			34.20

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			90.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			225.00

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$93,500	\$71,300

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	22.00%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	26.00%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	26.00%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			100.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 5	5.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			25.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	59.70
b. Cost per unit		Up to 100	92.48
Total:			152.18

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			70.00

400 Point Threshold - all 9% Tax Credits

TOTAL SCORE:

621.38

300 Point Threshold - Tax Exempt Bonds

Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
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	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	10.00
s. New Construction: Balcony or patio	4	0.00
		<u>90.00</u>

All elderly units have:

t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>

Total amenities: 90.00

X.

Development Summary

Summary Information

2023 Low-Income Housing Tax Credit Application For Reservation

Deal Name:

Bains Pointe

Cycle Type:9% Tax Credits

Allocation Type:New Construction

Total Units50

Total LI Units50

Project Gross Sq Ft:60,323.00

Green Certified?TRUE

Requested Credit Amount:\$1,456,805

Jurisdiction:Portsmouth City

Population Target:General

Owner Contact:Gregory Mustric

Total Score

621.38

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$3,600,000	\$72,000	\$60	\$276,338
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$9,513,111	\$190,262	\$158	57.24%
General Req/Overhead/Profit	\$1,331,835	\$26,637	\$22	8.01%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$3,648,526	\$72,971	\$60	21.95%
Acquisition	\$500,000	\$10,000	\$8	3.01%
Developer Fee	\$1,625,000	\$32,500	\$27	9.78%
Total Uses	\$16,618,472	\$332,369		

Income		
Gross Potential Income - LI Units		
		\$713,670
Gross Potential Income - Mkt Units		
		\$0
Subtotal		\$713,670
Less Vacancy %	7.00%	\$49,957
Effective Gross Income		\$663,713

Rental Assistance?

TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$118,873	\$2,377
Utilities	\$27,500	\$550
Operating & Maintenance	\$86,000	\$1,720
Taxes & Insurance	\$89,050	\$1,781
Total Operating Expenses	\$321,423	\$6,428
Replacement Reserves	\$15,000	\$300
Total Expenses	\$336,423	\$6,728

Cash Flow	
EGI	\$663,713
Total Expenses	\$336,423
Net Income	\$327,290
Debt Service	\$276,338
Debt Coverage Ratio (YR1):	1.18

Total Development Costs	
Total Improvements	\$14,493,472
Land Acquisition	\$500,000
Developer Fee	\$1,625,000
Total Development Costs	\$16,618,472

Proposed Cost Limit/Sq Ft:

\$258

Applicable Cost Limit/Sq Ft:

\$497

Proposed Cost Limit/Unit:

\$311,329

Applicable Cost Limit/Unit:

\$533,792

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	39
# of 3BR	11
# of 4+ BR	0
Total Units	50

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	13	13
40% AMI	0	0
50% AMI	12	12
60% AMI	0	0
>60% AMI	25	25
Market	0	0

Income Averaging?

TRUE

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	\$1,774,715
Credit Requested	\$1,456,805
% of Savings	17.91%
Sliding Scale Points	59.7

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	\$16,118,472
Total Square Feet	60,323.00
Proposed Cost per SqFt	\$267.20
Applicable Cost Limit per Sq Ft	\$497.00
% of Savings	46.24%
Total Units	50
Proposed Cost per Unit	\$322,369
Applicable Cost Limit per Unit	\$533,792
% of Savings	39.61%
Max % of Savings	46.24%
Sliding Scale Points	92.48

Tab A:

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

Bains Pointe Limited Partnership

(the “**Partnership**”)

Limited Partnership Agreement

General Partner:

Bains Pointe GP, LLC
500 S. Front St., 10th Floor
Columbus, OH 43215

Limited Partner:

Woda Investor Member, LLC
500 S. Front St., 10th Floor
Columbus, OH 43215

Bains Pointe Limited Partnership

(a Virginia Limited Partnership)

Limited Partnership Agreement

March 14, 2023

This Limited Partnership Agreement (this “**Partnership Agreement**”) is entered into as of the date first set forth above by and among **BAINS POINTE GP, LLC (formerly Simms Pointe GP, LLC)**, an Ohio limited liability company (the “**General Partner**”) and **WODA INVESTOR MEMBER, LLC**, an Ohio limited liability company (the “**Limited Partner**,”) and collectively with the General Partner, the “**Partners**”). This Partnership Agreement is intended to supersede, restate, and replace the existing Partnership Agreement of the Partnership and any amendments thereto in its entirety.

The parties to this Partnership Agreement, each in consideration of the acts, capital contributions, and promises of the others, agree as follows:

1. **Formation of the Partnership.** The Partnership was formed as of March 14, 2023, by the filing of the Partnership’s certificate of limited partnership (“Certificate”) with the Virginia State Corporation Commission.
2. **Name of the Partnership.** The name of the Partnership shall be “Bains Pointe Limited Partnership.”
3. **Character and Purpose of the Business.** The general character and purpose of the business of the Partnership shall be: (a) to acquire, construct, own, finance, lease, maintain, and operate a housing development; (b) to eventually sell or otherwise dispose of the housing development; (c) to rehabilitate the housing development; and (d) to engage in all other activities incidental or related thereto.
4. **Principal Place of Business.** The address of the principal place of business of the Partnership shall be 500 S. Front St., 10th Floor, Columbus, Ohio 43215, or such other address as may from time to time be selected by the General Partner.
5. **Agent for Service of Process.** Bruce Watts shall be the Partnership’s agent for service of process (the “**Agent**”). The Agent’s address shall be 530 South Main Street, Norfolk, VA 23523.
6. **Name and Address of the General Partner.** The name and address of the General Partner is as follows:

Bains Pointe GP, LLC
500 S. Front St., 10th Floor

Columbus, OH 43215

7. **Name and Address of the Limited Partner.** The name and address of the Limited Partner is as follows:

Woda Investor Member, LLC
500 S. Front St., 10th Floor
Columbus, OH 43215

8. **Term of Partnership.** The term of the Partnership shall begin as of the date noted above, and the Partnership shall continue perpetual or date as agreed to by all the Partners, unless it is earlier dissolved and terminated pursuant to the provisions of this Partnership Agreement.
9. **Partner's Capital Contributions.** Each Partner has made or will make a capital contribution to the Partnership in the amount of \$10.00.
10. **Profit and Loss Allocations.** Profit and losses for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the following percentages.

General Partner	1%
Limited Partner	99%
Total	100%

11. **Distribution and Cash Flow Allocations.** Distribution and Cash Flow Allocations for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the Profit and Loss Allocations.
12. **Management of the Partnership.** The Partnership shall be managed by the General Partner, who shall exercise control over the affairs of the Partnership. The General Partner shall be under a fiduciary duty to conduct and manage the affairs of the Partnership in a prudent, businesslike, and lawful manner and shall devote such part of its time to the affairs of the Partnership as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Partnership as contemplated in this Partnership Agreement. The General Partner shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Partnership.
13. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the General Partner shall serve as the "Partnership Representative" of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.

14. **Limitation of Liability.** Except as otherwise required under the Act (relating to a limited partner's liability under certain circumstances to refund to the Partnership distributions of cash previously made to it as a return of capital), no Limited Partner shall be personally liable for any loss or liability of the Partnership beyond the amount of such Limited Partner's agreed-upon Capital Contributions.
15. **Books of Account.** The General Partner shall keep proper books of account for the Partnership using the accrual basis of accounting (subject to year-end adjustments). Such books of account shall be kept at the principal office of the Partnership.
16. **Counterparts.** This Partnership Agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
17. **Applicable Law.** This Partnership Agreement and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of Virginia.
18. **Successors.** This Partnership Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
19. **Severability.** The invalidity or unenforceability of any provision of this Partnership Agreement in a particular respect shall not affect the validity of enforceability of any other provisions of this Partnership Agreement or of the same provision in any other respect.
20. **First Right of Refusal.** Bay Aging, a Virginia non-stock corporation and 501(c)(3) organization, is the sole member of Bay Aging Brennan Pointe GP, LLC, the Nonprofit Member of the General Partner and the Grantee of the right of first refusal to the real property known as Bains Pointe, pursuant to that certain Right of First Refusal Agreement dated February 21, 2023 by and between the Partnership and the Bay Aging attached hereto as Exhibit A.
21. **Amendment of the Partnership Agreement.** This Partnership Agreement may not be amended in whole or in part except by a written instrument signed by each General Partner and each Limited Partner.

[the remainder of this page was intentionally left blank]

The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

General Partner:

Bains Pointe GP, LLC
An Ohio limited liability company

By: Woda Cooper Communities II, LLC
An Ohio limited liability company
Its Managing Member

By: 
Its: Manager

Limited Partner:

Woda Investor Member, LLC
An Ohio limited liability company

By: 
Its: Member

Exhibit A

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Matthew Greeson, Esq.
VSB #83939
Reno & Cavanaugh, PLLC
455 Massachusetts Ave., N.W., Suite 400
Washington, DC 20001
(202) 783-2800

RIGHT OF FIRST REFUSAL AGREEMENT
Bains Pointe Apartments

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among **BAINS POINTE LIMITED PARTNERSHIP**, a Virginia limited liability company (the “Owner” or the “Partnership”), **BAY AGING**, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by **WODA COOPER COMMUNITIES II, LLC**, an Ohio limited liability company (the “Managing Member”), the Managing Member of **BAINS POINTE GP, LLC**, an Ohio limited liability company (the “General Partner”), the General Partner of the Partnership. The General Partner and any current or future Limited Partner and/or Special Limited Partner are sometimes collectively referred to herein as the “Consenting Partners”. The Limited Partner and Special Limited Partner are sometimes collectively referred to herein as the “Non-Managing Partners”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Partnership Agreement dated on or about the date hereof by and among the Consenting Partners (the “Partnership Agreement”), is engaged in the ownership and operation of a fifty (50) unit apartment project for families located in Portsmouth, Virginia and commonly known as “Bains Pointe Apartments” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is the Nonprofit Member of the General Partner of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Partnership Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Partnership at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Partnership agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Partnership of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Partners). The Partnership shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Partnership a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the General Partner (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Partners or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Partnership shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Partners. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B)

of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Partners of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Partners:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the City of Portsmouth, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Limited Partner from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Limited Partner, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of

the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Limited Partner as a partner of the Partnership for federal income tax purposes) then the parties shall amend this Agreement and the Limited Partner shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Partnership set forth in the Partnership Agreement;

(ii) If to a Consenting Partner, at their respective addresses set forth in the Partnership Agreement;

(iii) If to the Grantee, 5306 Old Virginia Street, P.O. Box 610, Urbanna, Virginia, 23175; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

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

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Partnership, Limited Partner and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Partners and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this

Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:

BAINS POINTE LIMITED PARTNERSHIP, a
Virginia limited liability company

By: Bains Pointe GP, LLC, an Ohio limited
liability company, its general partner

By: Woda Cooper Communities II,
LLC, an Ohio limited liability
company, its managing member

By: 
David Cooper, Jr., Manager

STATE OF OHIO)
COUNTY OF Franklin)

On March 15, 2023, before me, the undersigned, a notary public in and for said state, personally appeared **David Cooper, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Manager of Woda Cooper Communities II, LLC, the managing member of Bains Pointe GP, LLC, the general partner of **Bains Pointe Limited Partnership** and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: January 19, 2027

Registration No.: 2022-RE-843279



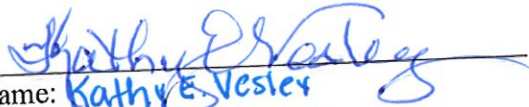
CASANDRA NICOLE HUTCHINSON
Notary Public
State of Ohio
My Comm. Expires
January 19, 2027

GRANTEE:

BAY AGING,

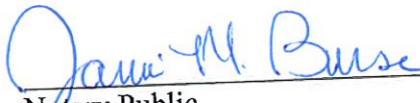
a Virginia non-stock nonprofit corporation

By:


Name: Kathy E. Vesley
Title: President & CEO

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF Middlesex)

On March 15, 2023, before me, the undersigned, a notary public in and for said state, personally appeared [Kathy E. Vesley], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as [President & CEO], and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: 06/30/2023

Registration No.: #7849824

JANICE M. BURSE
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
#7849824
Commission Expires 06/30/2023

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

GENERAL PARTNER:

BAINS POINTE GP, LLC, an Ohio limited liability company

By: Woda Cooper Communities II, LLC,
an Ohio limited liability company, its
managing member

By: 
David Cooper, Jr., Manager

STATE OF OHIO)

COUNTY OF Franklin)

On March 15, 2023, before me, the undersigned, a notary public in and for said state, personally appeared **David Cooper, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Manager Woda Cooper Communities II, LLC, the managing member of Bains Pointe GP, LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: January 19, 2027

Registration No.: 2022-RE-843279



CASANDRA NICOLE HUTCHINSON
Notary Public
State of Ohio
My Comm. Expires
January 19, 2027

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

LIMITED PARTNER:

[INVESTOR ENTITY], a
[] [] limited liability company

By: []

By: _____

SPECIAL LIMITED PARTNER:

[] [] SPECIAL LIMITED
PARTNER, L.L.C., a [] [] limited
liability company

By: [], LLC, a [] []
limited liability company, its manager

By: _____

STATE OF _____)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of [Investor Entity], a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

EXHIBIT A
LEGAL DESCRIPTION

The Land is described as follows:

TRACT 1:

ALL those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, situate in the City of Portsmouth, Virginia, and being bounded and described as follows, to-wit: Beginning at the northwest intersection of Primrose Street and High Street and from thence running west along High Street eighty (80) feet; thence north and parallel with Primrose Street one hundred thirteen (113) feet; thence east and parallel with High Street eighty (80) feet to Primrose Street; thence south along Primrose Street one hundred thirteen (113) feet to the point of beginning and is composed of Lots One (1), Two (2), Three (3), and Four (4) on the Plat of the Wilson property sold by L. Harmanson and John Neely, duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake in Map Book 2, pages 30 and 31.

BEING all that certain property as conveyed to the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF PORTSMOUTH, VIRGINIA, a political subdivision of the Commonwealth of Virginia by deed from PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, a copy of which is duly recorded in the Clerk's Office of Portsmouth Circuit Court as [Instrument No. 180009596](#).

TRACT 2:

PARCEL THREE: One (1116 High Street)

All that certain lot, place or parcel of land, lying, situate and being on the North side of High Street and the South side of Queen Street, In the City of Portsmouth, Virginia, together with the buildings and improvements thereon and the appurtenances thereunto appertaining more particularly bounded and described as follows, to-wit:

Beginning at a point in the Northern line of High Street which is distant One Hundred Seventy-Five (175) feet in an Easterly direction along said Northern line from its intersection with the Eastern line of Elm Avenue (formerly Cooke Street) and from said point of beginning running thence Easterly along said Northern line of High Street a distance of One Hundred Twenty-Five (125) feet to a point; thence Northerly and parallel with the Eastern line of Elm Avenue a distance of Two Hundred Twenty-Six (226) feet to a point in the Southern line of Queen Street; thence in a Westerly direction along the said Southern line of Queen Street a distance of Seventy-Five (75) feet to a point; thence Southerly and parallel with the Eastern line of Elm Avenue a distance of One Hundred Thirteen (113) feet to a point; thence Westerly and parallel with Queen Street a distance of Twenty-Five (25) feet to a point; thence Northerly and parallel with the Eastern line of Elm Avenue a distance of One Hundred Thirteen (113) feet to a point in the Southern line of Queen Street; thence Westerly along said Southern line of Queen Street a distance of Twenty-Five (25) feet to a point; and thence Southerly and parallel with Elm Avenue a distance of Two Hundred Twenty-Six (226) feet to the point of beginning aforesaid.

TRACT 3:

PARCEL ONE: (1130 High Street)

All that certain lot, piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Portsmouth, State of Virginia, and more particularly bounded and described as follows, to-wit:

EXHIBIT A

(Continued)

Beginning at a point at the Southeast intersection of Elm Avenue and Queen Street, and thence running East along the South side of Queen Street One Hundred Thirteen (113) feet to a point; thence South and parallel with Elm Avenue Forty (40) feet to a point; thence West and parallel with Queen Street One Hundred Thirteen (113) feet to a point on the Eastern side of Elm Avenue; thence North Forty (40) feet to the point of beginning.

LESS, SAVE AND EXCEPT that portion of property described above conveyed to Portsmouth Redevelopment and Housing Authority by deed dated February 22, 1999, and recorded March 2, 1999 in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 1252 at page 768.

PARCEL TWO: (1130 High Street)

All that certain lot, piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Portsmouth, Virginia, and more particularly bounded and described as follows, to-wit:

Beginning at the intersection of the North right-of-way line of High Street with the East right-of-way line of Elm Avenue; thence East along the North right-of-way line of High Street One Hundred Seventy-Five (175) feet to a pin; thence North parallel to Elm Avenue One Hundred Thirteen (113) feet to a pin; thence West parallel to High Street Fifty (50) feet to a pin; thence North parallel to Elm Avenue One Hundred Thirteen (113) feet to a pin in the South right-of-way line of Queen Street; thence West along the South right-of-way line of Queen Street Twelve (12) feet to a point for corner; thence South parallel to Elm Avenue Forty (40) feet to a point for corner; thence West parallel to High Street One Hundred Thirteen (113) feet to a pin in the East right-of-way line of Elm Avenue; thence South along the East right-of-way line of Elm Avenue One Hundred Eighty-Six (186) feet to the point and place of beginning.

LESS, SAVE AND EXCEPT that portion of the above-described property conveyed to Portsmouth Redevelopment and Housing Authority by deed dated February 22, 1999 and recorded March 2, 1999 in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 1252 at page 768.

TRACT 4:

PARCEL THREE: Three (1121 Queen Street)

All that certain piece or parcel of land, with the buildings and improvements thereon, situate in the City of Portsmouth, Virginia, known as numbered 1121 Queen Street, (previously erroneously stated as being at "1112 Queen" in prior deed) bounded and described as follows, to-wit:

Beginning at a point on the South side of Queen Street Two Hundred (200) feet from the Southeast intersection of Elm Avenue (formerly Cooke Street) and Queen Streets; thence South One Hundred Thirteen (113) feet; thence East Twenty-Five (25) feet thence North One Hundred Thirteen (113) feet to Queen Street; and thence West along Queen Street Twenty-five (25) feet to the point of beginning.

TRACT 5:

PARCEL THREE: One (1125 Queen Street)

All that certain lot or parcel of land, with the buildings and improvements thereon and with its appurtenances thereunto situate in the City of Portsmouth, Virginia, and bounded and described as follows, to-wit:

EXHIBIT A

(Continued)

Beginning on the South side of Queen Street at a point distant One Hundred Twenty-Five (125) feet East from the Southeast intersection of Elm Avenue and Queen Streets and thence running East along Queen Street Fifty (50) feet; thence South One Hundred Thirteen (113) feet; thence West Fifty (50) feet; and thence North One Hundred Thirteen (113) feet to the point of beginning.

TRACT 6:

PARCEL FOUR: (460 & 462 Primrose Street)

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situate in the City of Portsmouth, Virginia, and more particularly described as follows, to-wit:

Disposition Parcel 187 as shown on that certain plat entitled, "Plat Showing Survey of Disposition Parcel 187, Crawford Urban Renewal Project for Portsmouth Redevelopment and Housing Authority, Portsmouth, Virginia" prepared by AML Surveying, Land Surveying & Planning, Portsmouth, Virginia, dated December 22, 1997.

AND TOGETHER WITH all right, title and interest of Evans Electric Company, a Virginia corporation, if any, in and to former streets, alleys, rights-of-way or other public thoroughfares, or portions thereof, abutting the above-described parcels and closed by the appropriate governmental authority.

TRACTS 2, 3, 4, 5 and 6: BEING all that certain property as conveyed to the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF PORTSMOUTH deed from SOUTHERN BANK AND TRUST COMPANY, a North Carolina corporation, a copy of which is duly recorded in the Clerk's Office of Portsmouth as [Instrument No. 160008063](#).

BAINS POINTE GP, LLC
(the “Company”)

Amended and Restated Operating Agreement

February 21, 2023

Managing Member:

Woda Cooper Communities II, LLC
500 S. Front St., 10th Floor
Columbus, OH 43215

Nonprofit Member:

Bay Aging Brennan Pointe GP, LLC
5306 Old Virginia St.
PO Box 610
Urbanna, VA 23175

Nonprofit Member 2:

STOP Inc.
5700 Thurston Avenue, Suite 101
Virginia Beach, VA 23454

Member:

Bruce Watts
530 S. Main St.
Norfolk, VA 23523

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS (AND THE UNITS INTO WHICH THEY ARE DIVIDED) ISSUED IN ACCORDANCE WITH AND DESCRIBED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE ON EXEMPTIONS UNDER THOSE LAWS, NEITHER THESE UNITS NOR ANY OTHER PORTION OF A MEMBERSHIP INTEREST IN THE COMPANY MAY BE SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER (A) THIS AGREEMENT AND (B) THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES.

BAINS POINTE GP, LLC

(An Ohio Limited Liability Company)
Charter No. 4814302

Amended and Restated Operating Agreement

February 21, 2023

This Amended and Restated Operating Agreement (this “Operating Agreement”) is entered into as of the date first set forth above by and among **Woda Cooper Communities II, LLC**, an Ohio limited liability company (the “Managing Member”), **Bruce Watts**, an individual (“Member”), **Bay Aging Brennan Pointe GP, LLC**, a Virginia limited liability company (the “Nonprofit Member”) and **STOP Inc.**, a Virginia nonprofit corporation (the “Nonprofit Member 2”), together with the Managing Member, herein referred to as the “Members” of Bains Pointe GP, LLC (the “Company”), and Woda Cooper General Partner, LLC, an Ohio limited liability company (“Withdrawing Member”) as Withdrawing Member, made effective as of the date set forth above. This Operating Agreement is intended to supersede, restate, and replace the existing Operating Agreement and any amendments thereto in its entirety.

STATEMENT OF AGREEMENT

The parties to this Operating Agreement, each in consideration of the acts, capital contributions and promises of the others, agree as follows:

1. **Name and Organization.** The Company was formed on February 7, 2022, by the filing of the Company’s Articles of Organization (the “Articles”) with the Ohio Secretary of State and the Company was named Simms Pointe. An amendment to the Articles was filed on February 13, 2023 and the name of the Company was changed to Bains Pointe GP, LLC.
2. **Character and Purpose of Business.** The purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act, as now in effect or hereafter amended, including but not limited to act as the general partner in a limited partnership and to sign any and all documents on behalf of the such limited partnership and to do all things necessary for such limited partnership to (a) submit an application for an allocation of low income housing tax credits (b) acquire, construct, own, finance, lease, maintain and operate a housing development; (c) to eventually sell or otherwise dispose of the housing development; (d) to rehabilitate the housing development; and (e) to engage in all other activities incidental or related thereto.

The Managing Member acting on behalf of the Company, is authorized to execute and submit, on behalf of any partnership for which the Company is a general partner,

applications for the reservation of low-income housing tax credits allowed for low-income housing projects pursuant to Section 42 of the Internal Revenue Code.

3. **Principal Place of Business.** The address of the principal place of business of the Company shall be 500 S. Front St., 10th Floor, Columbus, OH 43215 or such other address as may from time to time be selected by the Managing Member.
4. **Agent for Service of Process.** The Agent for Service of Process for the Company shall be Christopher L. LaGrand, 500 S. Front St., 10th Floor, Columbus, OH 43215.
5. **Name and Address of Managing Member.** The name and address of the Managing Member is as follows:

Woda Cooper Communities II, LLC
500 S. Front St., 10th Floor
Columbus, OH 43215

6. **Name and Address of Nonprofit Member.** The name and address of the Nonprofit Member is as follows:

Bay Aging Brennan Pointe GP, LLC
5306 Old Virginia St.
PO Box 610
Urbanna, VA 23175

7. **Name and Address of the Nonprofit Member 2:** The name and address of the Nonprofit Member 2 is as follows:

STOP Inc.
5700 Thurston Avenue, Suite 101
Virginia Beach, VA 23454

8. **Name and Address of Member:** The name and address of the Member is as follows:

Bruce Watts
530 S. Main St.
Norfolk, VA 23523

9. **Term of Company.** The term of the Company began on the date set forth at the beginning hereof, and the Company shall continue in existence until December 31, 2083 or such later date as is agreed to by all the Members, unless it is earlier dissolved and terminated pursuant to the provisions of this Operating Agreement.
10. **Members' Capital Contributions/Percentage of Interest.** The Managing Member has made or will make a capital contribution to the Company in the amount

of \$64.00. The Nonprofit Member has made or will make a capital contribution to the Company in the amount of \$10.00. The Nonprofit Member 2 has made or will make a capital contribution to the Company in the amount of \$1.00. The Member has made or will make a capital contribution in the amount of \$25.00.

The initial percentages of Interest (as defined below) of the respective Members as of the date of this Operating Agreement are as follows:

Managing Member	64%
Nonprofit Member	10%
Nonprofit Member 2	1%
Member	25%

“Interest” means the entire ownership interest of a member in the Company at any particular time, including, without limitation, allocations of profit or loss (or items thereof), distributions, any and all rights to vote and otherwise participate in the Company's affairs, and any benefits to which a member may be entitled under this Agreement or the Act, together with the obligations of such member to comply with the provisions of this Agreement and the Act. Reference to a percentage in Interest of the Members means those Members owning, in the aggregate, such percentage of the Interests held by all Members on the day for such determination.

The Withdrawing Member exchanged its interest in the Company, and the Withdrawing Member's capital account in the Company was transferred to the capital account of the Managing Member.

11. **Profit and Loss Allocations.** Profits and losses for any fiscal year of the Company shall be allocated among the Members in accordance with each member's Interest.
12. **Distribution and Cash Flow Allocations.** Distribution and Cash Flow Allocations for any fiscal year of the Company shall be allocated among the Members in accordance with the Profit and Loss Allocations.
13. **Tax Provisions.**
 - (a) **Allocations Required by Treasury Regulations.**
 - (i) (A) Subject to the exceptions set forth in Treas. Reg. §§1.704-2(f)(2)--(5), if there is a net decrease in Minimum Gain during any fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(g)(2). “**Minimum Gain**” shall have the meaning set forth in Treas. Reg. §§1.704-2(b)(2) and 1.704-2(d). This paragraph is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §§1.704-2(b)(2) and (f) and shall be interpreted consistently therewith.

(B) Subject to the exceptions set forth in Treas. Reg. §1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Company fiscal year, each member who has a share of the Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(i)(3), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Treas. Reg. §1.704-2(i)(5). This paragraph is intended to comply with the minimum gain chargeback requirement in Treas. Reg. §1.704-2(i)(4) and shall be interpreted consistently therewith. “**Member Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Member Nonrecourse Debt, determined in accordance with Treas. Reg. §1.704-2(i). “**Member Nonrecourse Debt**” shall have the meaning set forth in Treas. Reg. §1.704-2(b)(4) for “member nonrecourse debt.”

(ii) In the event any member unexpectedly receives any adjustments, allocations or distributions described in Treas. Reg. §1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit in that member's Adjusted Capital Account Balance as quickly as possible. This paragraph is intended to constitute a “qualified income offset” within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. “**Adjusted Capital Account Balance**” means the balance in the Capital Account of a member as of the end of the relevant fiscal year of the Company, after giving effect to the following: (a) credit to such Capital Account any amounts the member is obligated to restore, pursuant to the terms of this Agreement or otherwise, or is deemed obligated to restore pursuant to the penultimate sentences of Treas. Reg. §§1.704-2(g)(1) and 1.704-2(i)(5), and (b) debit to such capital account the items described in Treas. Reg. §§1.704-1(b)(2)(ii)(d)(4), (5) and (6).

(iii) Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Members in accordance with their Percentage Interests. “**Nonrecourse Deductions**” shall have the meaning set forth in Treas. Reg. §1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year equals the excess, if any, of the net increase, if any, in the amount of Minimum Gain during that fiscal year over the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Minimum Gain, determined according to the provisions of Treas. Reg. §1.704-2(c). “**Nonrecourse Liability**” shall have the meaning set forth in Treas. Reg. §1.704-2(b)(3).

(iv) Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i). “**Member Nonrecourse Deductions**” shall have the meaning set forth in

Treas. Reg. §1.704-2(i)(2) for “member nonrecourse deductions.” For any Company taxable year, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt equals the net increase during the year, if any, in the amount of Member Nonrecourse Debt Minimum Gain reduced (but not below zero) by proceeds of the liability that are both attributable to the liability and allocable to an increase in the Member Nonrecourse Debt Minimum Gain.

(v) The allocations set forth in this subsection (a) are intended to comply with certain requirements of Treasury Regulations promulgated under Code Section 704. Such allocations shall be taken into account in allocating other Profits, Losses, and items of income, gain, loss, and deduction to each member so that, to the extent possible, and to the extent permitted by Treasury Regulations, the net amount of such allocations of other Profits, Losses, and other items and such allocations to each member shall be equal to the net amount that would have been allocated to each member if such allocations had not been made.

(b) Rules of Application.

(i) Profits and Losses and other items of income, gain, loss and deduction shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income, loss and deduction shall be considered to have been earned ratably over the period of the fiscal year of the Company, except that (A) gains and losses arising from the disposition of assets shall be taken into account as of the date thereof, and (B) with the consent of the Managing Member and all affected parties, the preceding items may be allocated by using an “interim closing of the books” method.

(ii) The allocation of Profits and Losses to any member shall be deemed to be an allocation to that member of the same proportionate part of each separate item of taxable income, gain, loss, deduction or credit that comprises such Profits and Losses.

(c) Rules Concerning Calculations of Profits and Losses and Code Section 704(c) Tax Allocations.

(i) For purposes of computing Profits and Losses, “**Carrying Value**” shall mean (A) with respect to contributed property, the agreed value of such property reduced (but not below zero) by Depreciation, (B) with respect to property the book value of which is adjusted pursuant to Treas. Reg. §§1.704-1(b)(2)(iv)(d), (e) or (f), the amount determined pursuant to subsections (c)(ii) or (iii), and (C) with respect to any other property, the adjusted basis of such property for federal income tax purposes as of the time of determination.

(ii) Upon the “liquidation” of the Company within the meaning of Treas. Reg. §1.704-1(b)(2)(ii)(g), the Carrying Value of the Company property shall be adjusted to its fair market value, as determined by the Managing Member.

The Carrying Value of the Company property may be adjusted to its fair market value, as determined by the Managing Member, upon the occurrence of either of the following events:

(A) The acquisition of an additional interest in the Company by any new or existing member in exchange for more than a *de minimis* capital contribution; or

(B) The distribution by the Company to a member of more than a *de minimis* amount of property or money in consideration for an interest in the Company

A revaluation of the Company property referred to in the two immediately preceding sentences shall be made in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(f) based on the fair market value of Company properties, as determined by the Managing Member using such reasonably methods of valuation as he adopts.

(iii) Immediately prior to the distribution of any Company property, the Carrying Value of such distributed property shall be adjusted to its fair market value, as determined by the Managing Member.

(iv) In accordance with Code Section 704(c) and the regulations thereunder, income, gain, loss and deduction with respect to any contributed property shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its agreed value, pursuant to any method permitted by the regulations and chosen by the Managing Member.

(v) In the event the Carrying Value of any Company asset is adjusted as described in paragraph (ii) or (iii) above, 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 Carrying Value in the same manner as under Code Section 704(c) and the regulations thereunder.

(vi) A transferee of a Membership Interest will succeed to the Capital Account relating to the Membership Interest transferred; provided, however, that if the transfer causes a termination of the Company under Code Section 708(b)(1)(B), the Company properties shall be deemed to have been distributed in liquidation of the Company to the Members (including the transferee of the Membership Interest) and re-contributed by such Members and transferees in reconstitution of the Company. The capital accounts of such reconstituted Company shall be maintained in accordance with the principles set forth herein.

14. **Management of Company.** The Company shall be managed by the Managing Member, who shall exercise control over the affairs of the Company. The Managing

Member shall be under a fiduciary duty to conduct and manage the affairs of the Company in a prudent, businesslike and lawful manner and shall devote such part of their time to the affairs of the Company as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Company as contemplated in this Operating Agreement. The Managing Member shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Company.

15. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the Managing Member shall serve as the “Partnership Representative” of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.
16. **Limitation of Liability.** Each member’s liability for the debts and obligations of the Company shall be limited as set forth in the Act.
17. **Admission to Membership.** A Person may become a new member upon acquisition of a Membership Interest from the Company upon such terms and conditions as may be approved by the Managing Member. New members shall be allocated units for their contributions to the capital of the Company, as determined by the Managing Member at the time he approves the admission of such new members. Accordingly, the Members acknowledge that their percentage interests may be altered in the event one or more new members are admitted.
18. **Books of Account.** The Managing Member shall keep proper books of account for the Company using the accrual basis of accounting (subject to yearend adjustments). Such books of account shall be kept at the principal office of the Company. The fiscal year of the Company shall be the calendar year.
19. **Appointment of Officers.** The Managing Member shall appoint officers for the Company to perform various designated tasks and/or functions. The officers shall include a President, General Counsel, Secretary, and Treasurer, and may include one or more Vice Presidents and Assistant Secretaries. Each officer shall hold office until removed or replaced by the Managing Member. Any number of offices may be held by the same person. Any officer may resign at any time by giving written notice to the Managing Member and any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein. Any vacancy occurring in any office may be filled by the Managing Member.

The authority and duties of the officers of the Company shall be as follows:

(a) **President.** The President shall have the general powers and duties of management usually vested in a chief executive officer and shall have any other powers and duties that are prescribed by the Managing Member or this Agreement. The President shall have authority to bind the Company through signature on all contracts, leases, mortgages, deeds, conveyances, loan documents, resolutions, and other documents of the Company for the purpose of

furthering the interests of the Company. The President shall have and may exercise all powers and duties entrusted to the Managing Member. The foregoing authorization shall not be deemed a restriction on the powers of the Managing Member to take any authorized action on behalf of the Company. The President shall be deemed to be a “Manager” under the Act. All actions taken by the President on behalf of the Company or on behalf of any of its affiliates prior to the date hereof are hereby ratified, approved, and confirmed in all respects.

(b) General Counsel. The General Counsel shall act as inside legal counsel to the Company and advise the Company on all legal matters with all privileges and duties as legal counsel. The General Counsel shall have such powers and duties as may be prescribed by the Managing Member or as may be delegated by the President. The General Counsel as the legal representative of the Company shall have the power as General Counsel to execute all contracts, deeds, leases, mortgages, bonds, loan documents, resolutions, and other obligations in the name of the Company. In the absence of the President, the General Counsel may take any action that the President is permitted to take.

(c) Vice-President. The Vice President or Vice Presidents shall perform such duties as from time to time may be assigned by the President or the Managing Member.

(d) Secretary. The Secretary shall: (i) keep the minutes of all meetings or actions of the Members in one or more books provided for that purpose; (ii) be custodian of the Company records; (iii) keep a register of the post office address of each Member which shall be furnished to the Secretary by the Members and (iv) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Managing Member.

(e) Treasurer. The Treasurer shall: (i) have charge and custody of and be responsible for all funds, notes, bonds, securities and similar property belonging to the Company; (ii) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and do with the same as shall be ordered by the President or the Managing Member; (iii) disburse the funds of the Company as ordered by the President or the Managing Member or as otherwise required in the conduct of the business of the Company; (iv) maintain accurate financial accounts and hold the same open for inspection and examination of the President or the Managing Member; (v) render to the President or the Managing Member, upon request, such reports as may be required to account for all his transactions as Treasurer and to report on the financial condition of the Company; and (vi) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Managing Member. On the expiration of his term of office, the Treasurer shall turn over to his successor or the President all property, books, papers, vouchers and money of the Company in his hand.

(f) Assistant Secretary: The Assistant Secretary shall have such duties, responsibilities, and authority as is delegated to him by the Managing Member and the Secretary.

The Managing Member shall determine or provide the method of determining the compensation, if any, of all officers.

20. **Officers.** Intentionally left blank.

21. **Status.** For purposes of the U.S. Federal income tax and Ohio franchise and personal income tax, the Company is intended to be as an entity separate from its owner, pursuant to Treas. Reg. §301.7701-3(b) and O.R.C. §5733.01 (E), respectively.

22. **Dissolution.**

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) the determination of the Managing Member to dissolve the Company;

(ii) the written agreement of the all of the Members to dissolve the Company; or

(iii) upon entry of a decree of judicial dissolution under the Act.

(b) As soon as possible following the occurrence of any event causing the dissolution of the Company, if the Company is not continued, the Managing Member shall deliver a Certificate of Dissolution to the Ohio Secretary of State for filing that includes the name of the Company and the effective date of its dissolution.

23. **Effect of Events of Dissolution.** Upon an event of dissolution, the Company shall cease to carry on its business, except insofar as it may be necessary for the winding up of its business, but its separate existence shall continue until the activities set forth in §6.3 have been completed.

24. **Winding Up; Liquidation and Distribution of Assets.**

(a) Upon dissolution of the Company, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managing Member shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Managing Member shall:

(i) Sell or otherwise liquidate all of the Company's assets as promptly as possible (except to the extent the Managing Member may determine to distribute any assets to the Members in kind);

(ii) Discharge all liabilities of the Company, including liabilities to Members who are creditors to the extent otherwise permitted by law, other than liabilities to Members for distributions;

(iii) Establish such Reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company; and

(iv) Distribute the remaining cash and assets of the Company to Members in accordance with their positive Capital Accounts.

(c) For purposes of the liquidation of the Company's assets, the discharge of its liabilities and the distributions of the remaining funds among the Members as above described, the Managing Member shall have the authority on behalf of the Company to sell, convey, exchange or otherwise transfer the assets of the Company for such consideration and upon such terms and conditions as the Managing Member deems appropriate. The Managing Member, in his sole discretion, may make distributions in kind to Members. The Managing Member shall have the authority to purchase any Company assets at the appraised fair market value. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities of the Company to creditors to enable the Company to minimize normal losses during a liquidation period.

25. **Return of Contribution Nonrecourse to Other Members.** Except as provided by law, upon dissolution each member shall look solely to the assets of the Company for the return of Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of one or more Members, such member or members shall have no recourse against any other member.

26. **Indemnification of Nonprofit Member and Nonprofit Member 2.** The Company shall, jointly and severally, indemnify, defend, and save harmless Nonprofit Member and Nonprofit Member 2 from and against any claim, loss, expense, action, or damage, including without limitation, reasonable costs and expenses of litigation and appeal (and the reasonable fees and expenses of counsel) asserted against the Nonprofit Member based on any act, omission, malfeasance, or nonfeasance of the Company or the Managing Member, excluding only liability directly caused by the Nonprofit Member's or Nonprofit Member 2's gross negligence, intentional misconduct, or fraud. In addition, the

Company shall, jointly and severally, indemnify, defend, save, and hold harmless Nonprofit Member and Nonprofit Member 2, their respective representatives, from and against any and all costs, losses, liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims, and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, attorneys' fees, and all amounts paid in investigation, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the operations of the Company.

27. **Indemnification of Member.** The Partnership shall, jointly and severally, indemnify, defend, and save harmless the Member from and against any claim, loss, expense, action, or damage, including without limitation, reasonable costs and expenses of litigation and appeal (and the reasonable fees and expenses of counsel) asserted against the Member based on any act, omission, malfeasance, or nonfeasance of the Partnership or the Member, excluding only liability directly caused by the Member's gross negligence, intentional misconduct, or fraud. In addition, the Partnership shall, jointly and severally, indemnify, defend, save, and hold harmless the Member its representatives, from and against any and all costs, losses, liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims, and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, attorneys' fees, and all amounts paid in investigation, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the operations of the Partnership.
28. **Reliance of Third Parties on Authority of Officers.** No financial institution or any other person, firm or corporation dealing with any officer shall be required to ascertain whether such officer is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the acts and assurances of and the execution of any instruments by any of the officers.
29. **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed, if sent by facsimile, with receipt confirmed by telephone, or if sent by registered or certified mail, postage and charges prepaid, addressed to the Members' or the Company's address, as appropriate, as set forth in this Agreement or as provided by such member. Except as otherwise provided herein, any such notice shall be deemed to be given five (5) business days after the date on which the same was duly mailed, if sent by registered or certified mail, or on the date of receipt, if personally delivered or transmitted to the telephone number supplied to the

Company as the Members' facsimile number by the member to whom the notice is sent, with receipt confirmed by telephone.

30. **Waiver of Notice.** When any notice is required to be given to any member, a waiver thereof in writing signed by the member entitled to such notice, whether before, at, or after the member is entitled to such notice, and whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
31. **Counterparts.** This Operating Agreement may be executed in several counterparts all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
32. **Applicable Law.** This Operating Agreement and the rights of the Members hereunder shall be interpreted in accordance with the laws of the State of Ohio.
33. **Waiver of Action for Partition.** Each member irrevocably waives during the term of existence of the Company any right that such member may have to maintain any action for partition with respect to the property of the Company.
34. **Successors.** This Operating Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
35. **Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions hereof.
36. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
37. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.
38. **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
39. **Severability.** The invalidity or unenforceability of any provision of this Operating Agreement in a particular respect shall not affect the validity and enforceability of any other provisions of this Operating Agreement or of the same provision in any other respect.

40. **Amendment of Operating Agreement.** This Operating Agreement may not be amended in whole or in part except by a written instrument signed by each member.
41. **Execution of Additional Instruments.** Each member shall execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations or to carry out the purposes of this Agreement.

[The remainder of this page was intentionally left blank.]

The undersigned have executed this Operating Agreement as of the date first set forth at the beginning hereof.

MANAGING MEMBER:

Woda Cooper Communities II, LLC

An Ohio limited liability company

By: 
Its: Managing Member

NONPROFIT MEMBER:


Bay Aging Brennan Pointe GP, LLC

By: _____

Its: _____

NONPROFIT MEMBER 2:

STOP Inc.

By: 
Its: President and CEO

MEMBER:

Bruce Watts

The undersigned have executed this Operating Agreement as of the date first set forth at the beginning hereof.

MANAGING MEMBER:

Woda Cooper Communities II, LLC
An Ohio limited liability company

By: _____

Its: _____

NONPROFIT MEMBER:

Bay Aging Brennan Pointe GP, LLC

By: Kathy E. Vesley

Its: Kathy E. Vesley

NONPROFIT MEMBER 2:

STOP Inc.

By: _____

Its: _____

MEMBER:

Bruce Watts

Bruce Watts

WITHDRAWING MEMBER:

Woda Cooper General Partner, LLC

An Ohio limited liability company

By: Woda Cooper Communities, LLC

An Ohio limited liability company

Its Sole Member

By: 

Its: Managing Member

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into effective as of the 14th day of March, 2023, by and between Woda Cooper Development, Inc. (the “Developer”) and Bains Pointe Limited Partnership (the “Owner”).

WITNESSETH:

WHEREAS, the Owner has been formed for the purposes, *inter alia*, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing, and selling or otherwise disposing of real property described on Exhibit A attached hereto (the “Land”), together with all improvements furnishings, equipment, and personal property to be located thereon generally described on Exhibit B attached hereto (altogether, the “Improvements”) (together, the Land and Improvements will be collectively referred to herein as the “Project”). All units of which Project are intended to be rented and managed in order that the Project will qualify for low-income housing tax credits 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 Owner has engaged the services of the Developer with respect to overseeing the development of the Project for the Owner; and

WHEREAS, the Developer is experienced in the development of low-income multi-family housing projects pursuant to Section 42 of the Code; and

WHEREAS, the parties desire to memorialize their agreement with respect to the obligations of, and the services to be performed by the Developer;

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:

1. Appointment. The Owner hereby appoints the Developer to render services for the Owner, and confirms and ratifies the appointment of the Developer with respect to services rendered for the Owner to date, in supervising and overseeing the development of the Project as herein contemplated.

2. Obligations of the Developer.

The Developer shall have the following duties:

(a) To perform a financial feasibility study of the Project including, but not limited to, investigating various construction financing alternatives for the construction of the Project;

(b) 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 Project and the renderings, drawings and specifications for construction of Improvements (the "Plans and Specifications");

(c) To be cognizant of, and advise the Owner with respect to, compliance with Section 42 of the Code and applicable state law tax credit requirements as such laws relate to the development and construction of the Project and to coordinate the services of professionals in connection therewith;

(d) To be cognizant of and advise the Owner with respect to any and all land use and zoning laws, 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;

(e) To assist, coordinate and supervise the obtaining of all necessary permits and approvals for, and in connection with, the development and construction of the Project;

(f) To consult, advise and assist in obtaining construction financing for the development and construction of the Improvements, including, without limitation, preparation of a development and construction budget and pro forma cash flow projections and coordinating professionals in connection therewith;

(g) To be cognizant of, and advise the Owner with respect to, compliance with any and all obligations of the Owner under any agreements with lenders or any governmental entities, which agreements have been executed by the Owner in connection with approvals for, or financing of, the Project or construction of the Improvements;

(h) To cooperate and coordinate with the general contractor appointed by the Owner;

(i) To otherwise use commercial best efforts to coordinate, supervise, monitor and cause the development and construction of the Project on a timely basis and within the contemplated budget;

(j) To record the progress on all of the foregoing, and, as requested, submit written progress reports to the Owner; and

(k) To maintain or cause to be maintained at its sole cost and expense all 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 Owner shall have no responsibility to such independent parties. The Developer shall not be required to take any action, which would require a contractor's license.

The Developer shall be an independent contractor.

3. Development Fee.

In consideration of the performance by the Developer of the development services described herein, the Owner shall pay to the Developer a development fee and a development overhead fee (altogether, the "Development Fee") in the aggregate amount of One Million Six Hundred Twenty Five Thousand Dollars and no/100 (\$1,625,000.00).

The Owner, the Developer acknowledges that specific portions of the Development Fee shall be earned by Developer and payable by the Owner as certain benchmarks are satisfied, but in any event all of the Development Fee shall be earned by the Developer upon the issuance of the last certificate of occupancy for the Project.

The development fee shall be earned by the Developer as follows:

- (a) Twenty percent (20%) of the fee shall be earned based on certain pre-construction activities accomplished by December 31, 2024, as requested by the Owner.
- (b) Eighty percent (80%) of the fee shall be earned based on the issuance of the last certificate of occupancy for the Project.

The development fee shall be paid by the Owner no later than the following dates:

- (a) At the time of construction loan closing, an amount calculated at \$162,500.00 shall be paid to the Developer.
- (b) At the time of construction completion, an amount calculated at \$162,500.00, plus cost savings shall be paid to the Developer.
- (c) At the time of 100% qualified occupancy, an amount of \$284,392.00, plus cost savings shall be paid to the Developer.
- (d) At the time of issuance of the IRS Form 8609 for the Project, an amount of \$640,930.00, plus cost savings shall be paid to the Developer.
- (e) The deferred portion of the Developer Fee, currently projected as \$374,678.00, or such other remaining balance shall be payable to the Developer from the distributable cash flow from the Owner, but in no event later than the end of the calendar year in which the 15th anniversary of the issuance of the last certificate of occupancy for the Project occurs.

The unpaid portion of the Development Fee shall not bear interest.

4. Termination of Duties and Responsibilities of Developer.

The Developer shall have no further duties or obligations hereunder after receipt of a Certificate of Occupancy for the last building in the Project and completion of all punch list items. The Developer's duties, responsibilities and rights hereunder shall not be terminated by the Owner except for "cause" as finally determined by a court of competent jurisdiction. For purposes hereof, "cause" shall mean fraud, dishonesty, and reckless disregard for customary practices and intentional misconduct after at least forty-five (45) days prior notice and opportunity to cure.

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, except that the Developer may assign its rights but not 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 state of Virginia.

(d) This Agreement embodies the entire agreement and understanding between the parties relating to the obligations of, and services to be performed by, the Developer in overseeing the development of the Project, and supersedes all prior agreements, understandings, representations, or warranties, express or implied, related to such subject matter.

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

(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 Owner 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 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.

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 on Exhibit C attached hereto. 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. Otherwise, such period shall be computed from the date of delivery.

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.

8. Responsibilities of the Owner.

In order for the Developer to perform duties described herein, the Owner shall:

- (a) Provide full information regarding its requirements for the Project;
- (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 Owner becomes aware of any fault or defect in the Project or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

DEVELOPER:

Woda Cooper Development, Inc.

By: _____
Its: President



OWNER:

Bains Pointe Limited Partnership
A Virginia limited partnership

By: Bains Pointe GP, LLC
An Ohio Limited Liability Company
Its General Partner

By: Woda Cooper Communities II, LLC
An Ohio Limited Liability Company
Its Managing Member

By: _____
Its: Manager/Member

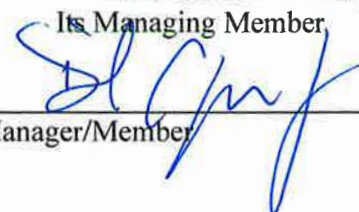


EXHIBIT A

Real estate parcels located at 1100 High St, Portsmouth, VA (Parcel Number 00321520), 1116 High St, Portsmouth, VA (Parcel Number 00321530), 1130 High St, Portsmouth, VA (Parcel Number 00321580), 1121 Queen St, Portsmouth, VA (Parcel Number 00321610), 1125 Queen St, Portsmouth, VA (Parcel Number 00321590), 460 Primrose St, Portsmouth, VA (Parcel Numbers 00321660 and 00321670), 462 Primrose St, Portsmouth, VA (Parcel Number 00321680), 466 Primrose St, Portsmouth, VA (Parcel Number 00321690), and 470 Primrose St, Portsmouth, VA (Parcel Number 00321700).

EXHIBIT B

The Project will consist of a 50-unit multifamily community. The definition of the Project will include the architectural and engineering plans as and when the same are completed and approved by the Owner.

EXHIBIT C

DEVELOPER

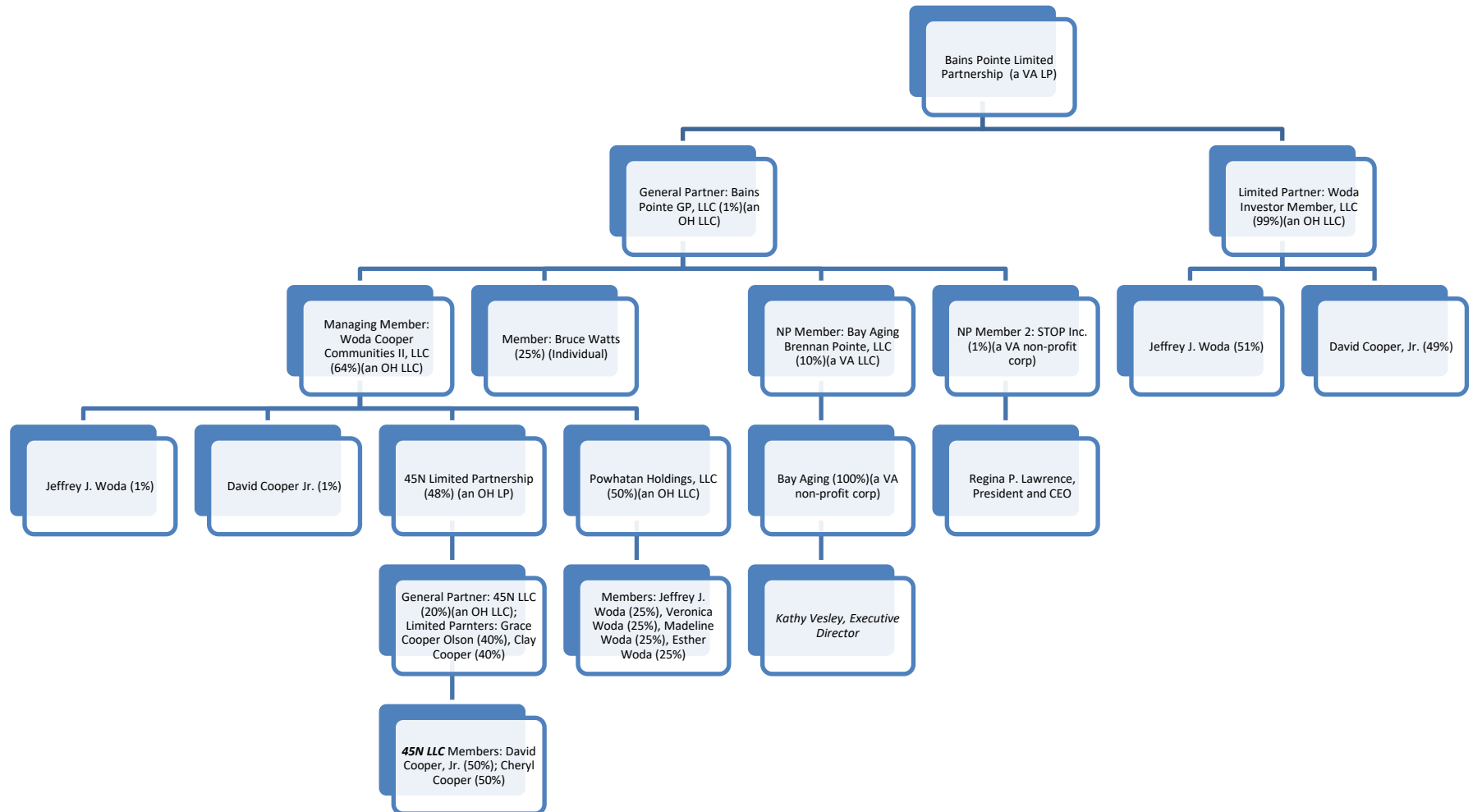
Woda Cooper Development, Inc.
500 S. Front St., 10th Floor
Columbus, OH 43215

OWNER

Bains Pointe Limited Partnership
500 S. Front St., 10th Floor
Columbus, OH 43215

Bains Pointe Limited Partnership

Organizational Structure



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, March 14, 2023

This is to certify that the certificate of limited partnership of

Bains Pointe Limited Partnership

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: March 14, 2023



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, reading "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 Bains Pointe

Name of Applicant (entity) Bains Pointe Limited Partnership

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

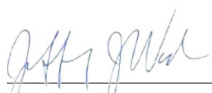
Appendices continued

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

Jeffrey J. Woda

Printed Name

3/7/2023

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

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.

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- 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.

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

Appendices continued

Previous Participation Certification

Development Name _____

Name of Applicant (entity) _____

I hereby certify that:

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

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Signature

David Cooper, Jr.
Printed Name

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

Previous Participation Certification Instructions

General Instructions

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- 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;
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Appendices continued

Please follow guidelines below for listing principals.

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Appendices continued

Previous Participation Certification

Development Name Bains Pointe

Name of Applicant (entity) Bains Pointe Limited Partnership

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
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Appendices continued

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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

Bruce Watts

Printed Name

3/7/2023

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

Previous Participation Certification Instructions

General Instructions

The following certification:

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Appendices continued

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

Appendices continued

Previous Participation Certification

Development Name Bains Pointe

Name of Applicant (entity) Bains Pointe Limited Partnership

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.
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Appendices continued

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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

Kathy E. Vesley

Printed Name

3/13/2023

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

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 Bains Pointe

Name of Applicant (entity) Bains Pointe Limited Partnership

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

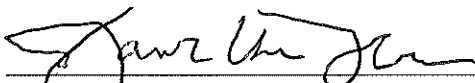
Appendices continued

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

James N. Carter, Jr.

Printed Name

3/13/2023

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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: 45N Limited Partnership Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N Y or N

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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: 45N LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N Y or N

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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.

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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.

Bains Pointe Limited Partnership **Controlling GP (CGP) or 'Named' Managing** Y
Principal's Name: **Member of Proposed property?*** Y or N

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



Development Name: Bains Pointe

Name of Applicant: Bains Pointe Limited Partnership

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: Bay Aging Brennan Pointe, LLC

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4	Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N
5	Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N
7	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
8	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	10/17/2019	5/12/2021	N
9	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	TBD	N
10	Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	TBD	N
11	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	12/29/2021	1/25/2023	N
12	Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	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:

619 619

LIHTC as % of
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4	Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N
5	Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N
7	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
8	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	10/17/2019	5/12/2021	N
9	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	TBD	N
10	Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	TBD	N
11	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	12/29/2021	1/25/2023	N
12	Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	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:

619 619

LIHTC as % of
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non- compliance Found? Y/N (Explain Yes)
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			GRAND TOTAL:	619	619			LIHTC as % of 100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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>David Cooper, Jr.</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* <u>Y</u>						Y or N
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? ² (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
Abby's Crossing/OH	Abby's Crossing LP/614-396-3200	Y	42	42	10/29/2008	8/3/2009	N	
Alexander Yard/OH	Alexander Yard LP/614-396-3200	Y	42	42	12/14/2007	12/18/2008	N	
Westridge Apartments/IL	Westridge Apartments Limited Partnership/614-396-3200	Y	24	24	8/30/2019	11/23/2020	N	
Prospect Yard/OH	Prospect Yard LP/614-396-3200	Y	50	50	12/30/2019	7/17/2020	N	
Aspen Greene/OH	Aspen Greene LP/614-396-3200	Y	48	48	12/31/2005	1/23/2007	N	
Beaumont Greene/OH	Beaumont Greene, LLC/614-396-3200	Y	40	40	12/27/2007	8/5/2008	N	
Beaumont Place/OH	Mid Ohio Housing, LLC/614-396-3200	Y	12	12	12/28/2007	3/3/2009	N	
Audubon Crossing/OH	Audubon Crossing Limited Partnership/614-396-3200	Y	50	50	10/31/2018	9/5/2019	N	
Cedar Glen II/WV	Cedar Glen II LP/614-396-3200	Y	51	50	12/18/2006	10/3/2008	N	
Chartwell Greene/OH	Lockwood Housing, LLC/614-396-3200	Y	40	40	12/20/2007	12/2/2008	N	
Clay Meadows/OH	Clay Meadows LP/614-396-3200	Y	48	48	10/10/2008	3/13/2009	N	
Clover Ridge/OH	Clover Ridge, LLC/614-396-3200	Y	24	24	2/5/2009	11/10/2009	N	
Coventry House/OH	Seneca Coventry House, LLC/614-396-3200	Y	30	25	12/31/2004	2/7/2007	N	
Crossroads Meadow/PA	Crossroads Meadow, LLC/614-396-3200	Y	51	51	11/19/2007	6/10/2008	N	
Devon House/OH	Devon House, LLC/614-396-3200	Y	40	34	12/1/2004	7/20/2005	N	
Doranne Green/OH	Woda Doranne Greene, LLC/614-396-3200	Y	49	49	8/30/2008	7/1/2008	N	
East Newark Homes/OH	East Newark Homes, LLC/614-396-3200	Y	40	40	10/5/2007	12/2/2008	N	
Fairwood Commons/OH	Fairwood Commons Limited Partnership/614-396-3200	Y	54	54	10/31/2018	9/5/2019	N	
1573 East Livingston/OH	1573 East Livingston Limited Partnership/614-396-3200	Y	45	45	6/29/2020	4/21/2021	N	
Culloden Greene/WV	Culloden Greene Limited Partnership/614-396-3200	Y	40	40	9/25/2019	12/22/2020	N	
Fox Run Crossing/OH	Fox Run Crossing, LLC/614-396-3200	Y	50	50	11/21/2006	4/20/2007	N	
Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N	
Grace Meadows/OH	Grace Meadows LP/614-396-3200	Y	40	40	8/8/2008	7/14/2009	N	
Hampton Pointe/MI	Hampton Pointe, LLC/614-396-3200	Y	24	24	6/24/2008	11/12/2009	N	
Heathermoor II/WV	Heathermoor II LP/614-396-3200	Y	32	32	12/15/2005	9/24/2008	N	
Heritage Greene/OH	Woda Heritage Greene, LLC/614-396-3200	Y	50	50	10/4/2006	4/20/2007	N	
Keyser Greene/WV	Keyser Greene Limited Partnership/614-396-3200	Y	38	38	12/17/2019	12/20/2021	N	
Hickory Meadow/PA	Hickory Meadow, LLC/614-396-3200	Y	51	51	12/28/2007	6/30/2008	N	
North Avenue Gateway II/MD	North Avenue Gateway II Limited Partnership/614-396-3200	Y	65	65	7/11/2018	4/23/2019	N	
Lincoln House/MI	Lincoln House LDHA Limited Partnership/614-396-3200	Y	28	28	3/28/2018	7/15/2019	N	
Carnegie Greene at 37/WV	Carnegie Greene 37 LP/614-396-3200	Y	39	39	12/23/2021	TBD	N	
Harbor Meadows/NC	Harbor Meadows Limited Partnership/614-396-3200	Y	60	60	11/17/2021	TBD	N	
Lockwood Greene/OH	Lockwood Housing, LLC/614-396-3200	Y	26	26	11/30/2007	2/17/2009	N	
Lockwood Station/OH	Lockwood Housing, LLC/614-396-3200	Y	6	6	12/26/2007	12/2/2008	N	
Luke's Crossing/OH	Luke's Crossing LP/614-396-3200	Y	40	40	11/10/2008	1/29/2010	N	
Center Crossing/NC	Center Crossing Limited Partnership/614-396-3200	Y	50	50	2/2/2022	TBD	N	
Meridian Greene/OH	Meridian Greene, LLC/614-396-3200	Y	66	66	12/28/2005	3/1/2007	N	
Meridian Greene II/OH	Meridian Greene II, LLC/614-396-3200	Y	40	40	12/27/2007	7/17/2008	N	
Muirwood Greene/WV	WC Muirwood Greene LP/614-396-3200	Y	50	50	11/23/2021	TBD	N	
Norwood Greene/OH	Norwood Greene, LLC/614-396-3200	Y	40	40	11/25/2008	11/18/2009	N	

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

1st PAGE

TOTAL: 1,651 1,639

LIHTC as % of

99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Y	50	50	12/23/2005	12/7/2007	N
47	Paigelynn Place/OH	Paigelynn Place, LLC/614-396-3200	Y	60	60	10/21/2005	12/21/2007	N
48	Paint Landing/KY	Paint Landing, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	N
49	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	N
50	Patrick Place/OH	Patrick Place LP/614-396-3200	Y	24	24	9/1/2005	3/20/2007	N
51	Pembrook Greene/OH	Pembrook Greene, LLC/614-396-3200	Y	18	18	12/12/2008	7/30/2009	N
52	Providence Greene/WV	Providence Greene, LLC/614-396-3200	Y	50	50	12/29/2005	12/4/2007	N
53	Providence Greene II/WV	Providence Greene II, LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	N
54	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	N
55	43 Town Square/OH	43 Town Square Limited Partnership/614-396-3200	Y	47	47	12/3/2018	2/14/2020	N
56	LaBelle Greene II/WV	LaBelle Greene III Limited Partnership/614-396-3200	Y	40	40	10/9/2018	11/19/2019	N
57	Russell's Place/OH	Russell's Place, LLC/614-396-3200	Y	32	32	12/29/2006	6/18/2007	N
58	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Y	54	54	12/22/2005	2/8/2007	N
59	Willow Commons/PA	Willow Commons Limited Partnership/614-396-3200	Y	45	45	2/2/2018	5/2/2020	N
60	Stableford Crossing/OH	Stableford Crossing, LLC/614-396-3200	Y	18	18	10/2/2008	8/4/2009	N
61	Tibbits Greene/MI	Tibbits Greene, LLC/614-396-3200	Y	24	24	12/21/2007	9/28/2009	N
62	Lawrence Downs/MI	Woda Lawrence Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
63	Troon Crossing/OH	Troon Crossing, LLC/614-396-3200	Y	60	60	12/29/2006	4/26/2007	N
64	Valley Greene/OH	Ohio Valley Housing, LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	N
65	Oak Ridge/WI	WC Oak Ridge Limited Partnership/614-396-3200	Y	24	24	12/1/2020	8/9/2022	N
66	Ravenwood Crossing/NC	Ravenwood Crossing Limited Partnership/614-396-3200	Y	80	80	10/7/2019	8/6/2020	N
67	Victory Place/WV	Victory Place, LLC/614-396-3200	Y	50	50	12/29/2005	11/13/2007	N
68	Webster Glen/OH	Woda Adams County Housing, LLC/614-396-3200	Y	12	12	11/9/2007	9/30/2009	N
69	Webster Greene/OH	Woda Adams County Housing, LLC/614-396-3200	Y	36	36	9/1/2007	9/30/2009	N
70	Wesley Yard/OH	Wesley Yard, LLC/614-396-3200	Y	46	46	12/15/2008	10/16/2009	N
71	Whitman Crossing/MI	Whitman Crossing, LLC/614-396-3200	Y	24	24	12/21/2007	12/29/2008	N
72	Muncy Greene/PA	Muncy Greene Limited Partnership/614-396-3200	Y	60	60	12/1/2019	10/4/2022	N
73	LaBelle Greene II/WV	LaBelle Greene II Limited Partnership/614-396-3200	Y	40	40	12/1/2020	11/8/2021	N
74	Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	N
75	Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	N
76	Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	N
77	Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	N
78	Gables at Countryside Lane II/OH	Gables at Countryside Lane II, LLC/614-396-3200	Y	24	24	8/28/2006	4/17/2007	N
79	Hallet Crossing/MI	Hallet Crossing, LLC/614-396-3200	Y	24	24	11/19/2008	10/7/2010	N
80	Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	N
81	Ridgewood Greene/OH	Ridgewood Greene, LLC/614-396-3200	Y	40	40	11/11/2008	5/7/2010	N
82	Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	N
83	Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	N
84	Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	N
85	Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	N
86	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	N
87	Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	N
88	Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	N
89	Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	N
90	Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	N
91	Penn Square/MD	Penn North Partners LLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	N
92	Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	N
93	Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	N
94	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	N
95	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	N
96	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	N
97	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	N
98	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	N
99	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	N
100	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	N

2nd PAGE TOTAL: 2,277 2,273

GRAND TOTAL: 3,928 3,912

UHTC as % of
100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
101	Hattie Greene/OH	Hattie Greene LP/614-396-3200	Y	27	27	6/9/2011	5/1/2012	N
102	Frontier Run/OH	Frontier Run, LLC/614-396-3200	Y	16	16	8/4/2010	9/7/2011	N
103	Jeremy Park/OH	Jeremy Park, LLC/614-396-3200	Y	36	36	9/1/2010	8/31/2011	N
104	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	N
105	Moccasin Run/OH	Moccasin Run, LLC/614-396-3200	Y	36	36	11/4/2010	9/7/2011	N
106	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Y	24	24	8/12/2010	8/30/2011	N
107	Ursula Park/OH	Ursula Park, LLC/614-396-3200	Y	36	36	10/20/2010	9/7/2011	N
108	Mason Greene/KY	Mason Greene LP/614-396-3200	Y	68	68	6/6/2011	11/16/2011	N
109	Drake Crossing/PA	Drake Crossing LP/614-396-3200	Y	30	30	10/3/2011	9/6/2012	N
110	Woda Pinecrest Greene/SC	Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	N
111	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Y	32	32	11/30/2010	6/8/2012	N
112	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	N
113	Belle Prairie/OH	Belle Prairie LP/614-396-3200	Y	40	40	8/13/2012	1/15/2013	N
114	Sterling Greene/PA	Sterling Greene LP/614-396-3200	Y	48	48	7/23/2012	12/21/2012	N
115	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	N
116	City View Place/VA	City View Place LP/614-396-3200	Y	32	32	10/17/2012	5/28/2013	N
117	Rosewood Manor/OH	Rosewood Manor LP/614-396-3200	Y	24	24	11/9/2007	11/9/2007	N
118	Quaker Meadow/PA	Quaker Meadow, LLC/614-396-3200	Y	40	40	9/30/2011	5/9/2012	N
119	Windjammer Greene/MI	Windjammer Greene LDHA LP/614-396-3200	Y	24	24	12/5/2012	11/18/2013	N
120	Wood Creek/MI	Wood Creek LDHA LP/614-396-3200	Y	32	32	12/28/2012	11/18/2013	N
121	Koehler Crossing/MI	Koehler Crossing LDHA LP/614-396-3200	Y	28	28	6/25/2012	3/29/2013	N
122	Livingston Greene/MI	Livingston Greene LDHA LP/614-396-3200	Y	32	32	8/21/2012	6/6/2013	N
123	Oak Hollow/SC	Woda Oak Hollow LP/614-396-3200	Y	44	44	5/25/2012	2/8/2013	N
124	Anderson Crossing/TN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	N
125	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Y	38	38	11/30/2012	4/10/2013	N
126	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-3200	Y	32	32	3/4/2013	6/28/2013	N
127	Chestnut Greene/KY	Chestnut Greene LP/614-396-3200	Y	24	24	1/31/2013	6/19/2013	N
128	Pennington Crossing/TN	Pennington Crossing LP/614-396-3200	Y	48	48	12/10/2013	12/31/2013	N
129	Xena Place/OH	Xena Place LP/614-396-3200	Y	40	40	12/13/2012	6/3/2013	N
130	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	N
131	Crawford Place/OH	Crawford Place LP/614-396-3200	Y	30	30	1/1/2013	6/3/2013	N
132	Clough Commons/OH	Clough Commons LP/614-396-3200	Y	46	46	11/21/2012	6/3/2013	N
133	Schoenbrunn Greene/OH	Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	N
134	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Y	44	44	12/31/2013	9/10/2014	N
135	Heathly Crossing/OH	Heathly Crossing LP/614-396-3200	Y	32	32	12/31/2013	10/23/2014	N
136	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	N
137	Glen Abbey Crossing/KY	Glen Abbey Crossing LP/614-396-3200	Y	24	24	7/31/2013	1/16/2014	N
138	Saluda Commons/SC	Edgefield Greene LP/614-396-3200	Y	40	40	5/13/2014	11/20/2014	N
139	Washington School/OH	Washington School LP/614-396-3200	Y	42	42	8/31/2014	9/22/2015	N
140	Jacob's Crossing/OH	Jacob's Crossing LP/614-396-3200	Y	42	42	12/1/2013	4/9/2014	N
141	Alston Park/OH	Alston Park LP/614-396-3200	Y	39	39	9/30/2013	12/2/2015	N
142	Chelsea Greene/WV	Chelsea Greene LP/614-396-3200	Y	32	32	9/23/2013	5/19/2015	N
143	Oak Valley Gardens/WV	Oak Valley Gardens LP/614-396-3200	Y	28	28	12/29/2014	5/19/2015	N
144	New Forge Crossing/PA	New Forge Crossing LP/614-396-3200	Y	60	60	6/26/2014	10/28/2015	N
145	Meyers Greene/PA	Meyers Greene LP/614-396-3200	Y	52	52	1/13/2014	3/30/2014	N
146	Lloyd House/MI	Lloyd House LDHA LP/614-396-3200	Y	44	44	12/26/2013	9/15/2015	N
147	Barton Greene/TN	Barton Greene LP/614-396-3200	Y	50	50	12/30/2013	6/3/2014	N
148	Dutch Ridge/WV	Dutch Ridge LP/614-396-3200	Y	24	24	6/30/2013	12/11/2013	N
149	Anneman Place/PA	Anneman Place LP/614-396-3200	Y	50	50	12/31/2013	4/10/2015	N
150	Columbus School/MD	Columbus School LP/614-396-3200	Y	49	49	6/20/2014	11/16/2015	N
151	Hilton-North Avenue/MD	Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	N
152	Prescott Greene/IN	Prescott Greene LP/614-396-3200	Y	32	32	5/29/2013	6/17/2014	N
153	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Y	46	46	11/21/2013	9/24/2014	N
154	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Y	40	40	4/23/2013	11/18/2013	N
155	Charters Cove/MI	Charters Cove LP/614-396-3200	Y	24	24	8/30/2012	11/18/2013	N

3rd PAGE TOTAL: 2,245 2,245

GRAND TOTAL: 6,173 6,157

LIHTC as % of Total Unit 100%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
157	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
158	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
159	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
160	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
161	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
162	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
163	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
164	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
165	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
166	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
167	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
168	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
169	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
170	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
171	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
172	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
173	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
174	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
175	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
176	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
177	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
178	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
179	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/24/2017	N
180	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
181	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
182	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
183	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
184	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
185	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
186	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
187	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
188	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
189	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	10/17/2019	5/12/2021	N
190	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
191	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
192	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
193	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
194	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
195	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
196	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
197	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
198	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
199	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
200	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
201	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
202	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
203	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	12/29/2021	1/25/2023	N
204	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N
205	White Oak Crossing/TN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
206	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
207	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
208	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
209	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
210	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N

4th PAGE TOTAL:

GRAND TOTAL:

2,533

8,706

2,533

8,690

LH/C as % of
100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
211	Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	N
212	Mallaleu Pointe/GA	Mallaleu Pointe LP/614-396-3200	Y	67	67	3/30/2018	3/7/2019	N
213	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
214	WC Lowcountry Crossing/SC	WC Lowcountry Crossing Limited Partnership/614-396-3200	Y	34	34	4/29/2020	5/21/2021	N
215	Decatur Downs/MI	Woda Decatur Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
216	Rivergate Greene/NC	Rivergate Greene Limited Partnership/614-396-3200	Y	72	72	10/15/2020	12/1/2021	N
217	Old Firetower Place/NC	Old Firetower Place Limited Partnership/614-396-3200	Y	60	60	9/30/2020	1/12/2022	N
218	The Hamilton/MI	The Hamilton LDHA Limited Partnership/614-396-3200	Y	42	42	10/30/2020	9/14/2022	N
219	Osborn Commons/MI	Osborn Commons LDHA LP/614-396-3200	Y	65	65	12/1/2020	TBD	N
220	Blue Ridge Landing/TN	Blue Ridge Landing LP/614-396-3200	Y	48	48	12/1/2020	2/22/2022	N
221	Stevenson Square/TN	Stevenson Square LP/614-396-3200	Y	24	24	12/1/2020	2/23/2022	N
222	Wheatland Crossing II/OH	Wheatland Crossing II LP/614-396-3200	Y	64	64	12/15/2020	10/6/2021	N
223	Barley Square/PA	Barley Square Limited Partnership/614-396-3200	Y	57	57	12/1/2020	TBD	N
224	Stone Ridge Commons/PA	Woda Stone Ridge Limited Partnership/614-396-3200	Y	34	34	12/1/2020	TBD	N
225	Woda Maple Leaf/WI	WC Maple Leaf Townhomes LP/614-396-3200	Y	20	20	12/1/2019	12/22/2021	N
226	Maple Hill Apartments/MI	Maple Hill LDHA Limited Partnership/614-396-3200	Y	24	24	12/1/2020	7/26/2022	N
227	Edinburgh Commons/IN	Edinburgh Commons LP/614-396-3200	Y	24	24	12/1/2020	2/8/2022	N
228	Kirkman Terrace/KY	Kirkman Terrace Limited Partnership/614-396-3200	Y	45	45	12/1/2020	12/21/2021	N
229	Seven45 Stacking/MI	Seven45 Stacking LDHA LP/614-396-3200	Y	50	50	10/19/2020	8/11/2022	N
230	Pomeroy Colonial Park/OH	Pomeroy Colonial Park Limited Partnership/614-396-3200	Y	48	48	12/1/2020	6/2/2021	N
231	Towne Creek Crossing/KY	Towne Creek Crossing Limited Partnership/614-396-3200	Y	44	44	9/6/2019	6/3/2020	N
232	Blackhawk Commons/IN	Blackhawk Commons Limited Partnership/614-396-3200	Y	40	40	12/27/2019	7/19/2021	N
233	123 Club/SC	123 Club Limited Partnership/614-396-3200	Y	40	40	7/31/2019	2/27/2020	N
234	Douglas Greene/TN	Douglas Greene Limited Partnership/614-396-3200	Y	80	80	12/1/2019	2/19/2021	N
235	Tate Commons/NC	Tate Commons Limited Partnership/614-396-3200	Y	68	68	12/1/2019	2/4/2022	N
236	Rooney Ridge/NC	Rooney Ridge Limited Partnership/614-396-3200	Y	50	50	10/30/2019	9/24/2020	N
237	Breas Crossing II/KY	Breas Crossing II Limited Partnership/614-396-3200	Y	37	37	4/7/2021	1/25/2023	N
238	Atcheson Place Lofts/OH	Atcheson Place Lofts Limited Partnership/614-396-3200	Y	80	80	12/15/2021	6/22/2022	N
239	Montgomery Crossing/OH	Montgomery Crossing Limited Partnership/614-396-3200	Y	50	50	7/21/2021	6/15/2022	N
240	Jenkins Street Lofts/OH	Jenkins Street Lofts Limited Partnership/614-396-3200	Y	60	60	1/31/2022	11/18/2022	N
241	Wendler Commons/OH	Wendler Commons Limited Partnership/614-396-3200	Y	62	62	3/17/2022	12/7/2022	N
242	Anderson Greene/IA	Anderson Greene Limited Partnership/614-396-3200	Y	44	39	11/25/2020	6/9/2021	N
243	Adair Court/GA	Adair Court Limited Partnership/614-396-3200	Y	91	77	12/23/2019	1/15/2021	N
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4th PAGE TOTAL: 1,651 1,632

GRAND TOTAL: 10,357 10,322

LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

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



Development Name: Bains Pointe

Name of Applicant: Bains Pointe Limited Partnership

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4	Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N
5	Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N
7	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
8	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	10/17/2019	5/12/2021	N
9	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	TBD	N
10	Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	TBD	N
11	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	12/29/2021	1/25/2023	N
12	Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	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:

619 619

LIHTC as % of
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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>Jeffrey J. Woda</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <u>Y</u> 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"
Abby's Crossing/OH	Abby's Crossing LP/614-396-3200	Y	42	42	10/29/2008	8/3/2009	N
Alexander Yard/OH	Alexander Yard LP/614-396-3200	Y	42	42	12/14/2007	12/18/2008	N
Westridge Apartments/IL	Westridge Apartments Limited Partnership/614-396-3200	Y	24	24	8/30/2019	11/23/2020	N
Prospect Yard/OH	Prospect Yard LP/614-396-3200	Y	50	50	12/30/2019	7/17/2020	N
Aspen Greene/OH	Aspen Greene LP/614-396-3200	Y	48	48	12/31/2005	1/23/2007	N
Beaumont Greene/OH	Beaumont Greene, LLC/614-396-3200	Y	40	40	12/27/2007	8/5/2008	N
Beaumont Place/OH	Mid Ohio Housing, LLC/614-396-3200	Y	12	12	12/28/2007	3/3/2009	N
Audubon Crossing/OH	Audubon Crossing Limited Partnership/614-396-3200	Y	50	50	10/31/2018	9/5/2019	N
Cedar Glen II/WV	Cedar Glen II LP/614-396-3200	Y	51	50	12/18/2006	10/3/2008	N
Chartwell Greene/OH	Lockwood Housing, LLC/614-396-3200	Y	40	40	12/20/2007	12/2/2008	N
Clay Meadows/OH	Clay Meadows LP/614-396-3200	Y	48	48	10/10/2008	3/13/2009	N
Clover Ridge/OH	Clover Ridge, LLC/614-396-3200	Y	24	24	2/5/2009	11/10/2009	N
Coventry House/OH	Seneca Coventry House, LLC/614-396-3200	Y	30	25	12/31/2004	2/7/2007	N
Crossroads Meadow/PA	Crossroads Meadow, LLC/614-396-3200	Y	51	51	11/19/2007	6/10/2008	N
Devon House/OH	Devon House, LLC/614-396-3200	Y	40	34	12/1/2004	7/20/2005	N
Doranne Green/OH	Woda Doranne Greene, LLC/614-396-3200	Y	49	49	8/30/2008	7/1/2008	N
East Newark Homes/OH	East Newark Homes, LLC/614-396-3200	Y	40	40	10/5/2007	12/2/2008	N
Fairwood Commons/OH	Fairwood Commons Limited Partnership/614-396-3200	Y	54	54	10/31/2018	9/5/2019	N
1573 East Livingston/OH	1573 East Livingston Limited Partnership/614-396-3200	Y	45	45	6/29/2020	4/21/2021	N
Culloden Greene/WV	Culloden Greene Limited Partnership/614-396-3200	Y	40	40	9/25/2019	12/22/2020	N
Fox Run Crossing/OH	Fox Run Crossing, LLC/614-396-3200	Y	50	50	11/21/2006	4/20/2007	N
Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N
Grace Meadows/OH	Grace Meadows LP/614-396-3200	Y	40	40	8/8/2008	7/14/2009	N
Hampton Pointe/MI	Hampton Pointe, LLC/614-396-3200	Y	24	24	6/24/2008	11/12/2009	N
Heathermoor II/WV	Heathermoor II LP/614-396-3200	Y	32	32	12/15/2005	9/24/2008	N
Heritage Greene/OH	Woda Heritage Greene, LLC/614-396-3200	Y	50	50	10/4/2006	4/20/2007	N
Keyser Greene/WV	Keyser Greene Limited Partnership/614-396-3200	Y	38	38	12/17/2019	12/20/2021	N
Hickory Meadow/PA	Hickory Meadow, LLC/614-396-3200	Y	51	51	12/28/2007	6/30/2008	N
North Avenue Gateway II/MD	North Avenue Gateway II Limited Partnership/614-396-3200	Y	65	65	7/11/2018	4/23/2019	N
Lincoln House/MI	Lincoln House LDHA Limited Partnership/614-396-3200	Y	28	28	3/28/2018	7/15/2019	N
Carnegie Greene at 37/WV	Carnegie Greene 37 LP/614-396-3200	Y	39	39	12/23/2021	TBD	N
Harbor Meadows/NC	Harbor Meadows Limited Partnership/614-396-3200	Y	60	60	11/17/2021	TBD	N
Lockwood Greene/OH	Lockwood Housing, LLC/614-396-3200	Y	26	26	11/30/2007	2/17/2009	N
Lockwood Station/OH	Lockwood Housing, LLC/614-396-3200	Y	6	6	12/26/2007	12/2/2008	N
Luke's Crossing/OH	Luke's Crossing LP/614-396-3200	Y	40	40	11/10/2008	1/29/2010	N
Center Crossing/NC	Center Crossing Limited Partnership/614-396-3200	Y	50	50	2/2/2022	TBD	N
Meridian Greene/OH	Meridian Greene, LLC/614-396-3200	Y	66	66	12/28/2005	3/1/2007	N
Meridian Greene II/OH	Meridian Greene II, LLC/614-396-3200	Y	40	40	12/27/2007	7/17/2008	N
Muirwood Greene/WV	WC Muirwood Greene LP/614-396-3200	Y	50	50	11/23/2021	TBD	N
Norwood Greene/OH	Norwood Greene, LLC/614-396-3200	Y	40	40	11/25/2008	11/18/2009	N

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

1st PAGE

TOTAL: 1,651 1,639

LIHTC as % of

99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Y	50	50	12/23/2005	12/7/2007	N
47	Paigelynn Place/OH	Paigelynn Place, LLC/614-396-3200	Y	60	60	10/21/2005	12/21/2007	N
48	Paint Landing/KY	Paint Landing, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	N
49	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	N
50	Patrick Place/OH	Patrick Place LP/614-396-3200	Y	24	24	9/1/2005	3/20/2007	N
51	Pembrook Greene/OH	Pembrook Greene, LLC/614-396-3200	Y	18	18	12/12/2008	7/30/2009	N
52	Providence Greene/WV	Providence Greene, LLC/614-396-3200	Y	50	50	12/29/2005	12/4/2007	N
53	Providence Greene II/WV	Providence Greene II, LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	N
54	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	N
55	43 Town Square/OH	43 Town Square Limited Partnership/614-396-3200	Y	47	47	12/3/2018	2/14/2020	N
56	LaBelle Greene II/WV	LaBelle Greene III Limited Partnership/614-396-3200	Y	40	40	10/9/2018	11/19/2019	N
57	Russell's Place/OH	Russell's Place, LLC/614-396-3200	Y	32	32	12/29/2006	6/18/2007	N
58	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Y	54	54	12/22/2005	2/8/2007	N
59	Willow Commons/PA	Willow Commons Limited Partnership/614-396-3200	Y	45	45	2/2/2018	5/2/2020	N
60	Stableford Crossing/OH	Stableford Crossing, LLC/614-396-3200	Y	18	18	10/2/2008	8/4/2009	N
61	Tibbits Greene/MI	Tibbits Greene, LLC/614-396-3200	Y	24	24	12/21/2007	9/28/2009	N
62	Lawrence Downs/MI	Woda Lawrence Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
63	Troon Crossing/OH	Troon Crossing, LLC/614-396-3200	Y	60	60	12/29/2006	4/26/2007	N
64	Valley Greene/OH	Ohio Valley Housing, LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	N
65	Oak Ridge/WI	WC Oak Ridge Limited Partnership/614-396-3200	Y	24	24	12/1/2020	8/9/2022	N
66	Ravenwood Crossing/NC	Ravenwood Crossing Limited Partnership/614-396-3200	Y	80	80	10/7/2019	8/6/2020	N
67	Victory Place/WV	Victory Place, LLC/614-396-3200	Y	50	50	12/29/2005	11/13/2007	N
68	Webster Glen/OH	Woda Adams County Housing, LLC/614-396-3200	Y	12	12	11/9/2007	9/30/2009	N
69	Webster Greene/OH	Woda Adams County Housing, LLC/614-396-3200	Y	36	36	9/1/2007	9/30/2009	N
70	Wesley Yard/OH	Wesley Yard, LLC/614-396-3200	Y	46	46	12/15/2008	10/16/2009	N
71	Whitman Crossing/MI	Whitman Crossing, LLC/614-396-3200	Y	24	24	12/21/2007	12/29/2008	N
72	Muncy Greene/PA	Muncy Greene Limited Partnership/614-396-3200	Y	60	60	12/1/2019	10/4/2022	N
73	LaBelle Greene II/WV	LaBelle Greene II Limited Partnership/614-396-3200	Y	40	40	12/1/2020	11/8/2021	N
74	Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	N
75	Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	N
76	Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	N
77	Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	N
78	Gables at Countryside Lane II/OH	Gables at Countryside Lane II, LLC/614-396-3200	Y	24	24	8/28/2006	4/17/2007	N
79	Hallet Crossing/MI	Hallet Crossing, LLC/614-396-3200	Y	24	24	11/19/2008	10/7/2010	N
80	Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	N
81	Ridgewood Greene/OH	Ridgewood Greene, LLC/614-396-3200	Y	40	40	11/11/2008	5/7/2010	N
82	Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	N
83	Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	N
84	Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	N
85	Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	N
86	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	N
87	Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	N
88	Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	N
89	Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	N
90	Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	N
91	Penn Square/MD	Penn North Partners LLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	N
92	Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	N
93	Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	N
94	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	N
95	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	N
96	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	N
97	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	N
98	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	N
99	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	N
100	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	N

2nd PAGE TOTAL: 2,277 2,273

GRAND TOTAL: 3,928 3,912

UHTC as % of
100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
101	Hattie Greene/OH	Hattie Greene LP/614-396-3200	Y	27	27	6/9/2011	5/1/2012	N
102	Frontier Run/OH	Frontier Run, LLC/614-396-3200	Y	16	16	8/4/2010	9/7/2011	N
103	Jeremy Park/OH	Jeremy Park, LLC/614-396-3200	Y	36	36	9/1/2010	8/31/2011	N
104	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	N
105	Moccasin Run/OH	Moccasin Run, LLC/614-396-3200	Y	36	36	11/4/2010	9/7/2011	N
106	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Y	24	24	8/12/2010	8/30/2011	N
107	Ursula Park/OH	Ursula Park, LLC/614-396-3200	Y	36	36	10/20/2010	9/7/2011	N
108	Mason Greene/KY	Mason Greene LP/614-396-3200	Y	68	68	6/6/2011	11/16/2011	N
109	Drake Crossing/PA	Drake Crossing LP/614-396-3200	Y	30	30	10/3/2011	9/6/2012	N
110	Woda Pinecrest Greene/SC	Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	N
111	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Y	32	32	11/30/2010	6/8/2012	N
112	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	N
113	Belle Prairie/OH	Belle Prairie LP/614-396-3200	Y	40	40	8/13/2012	1/15/2013	N
114	Sterling Greene/PA	Sterling Greene LP/614-396-3200	Y	48	48	7/23/2012	12/21/2012	N
115	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	N
116	City View Place/VA	City View Place LP/614-396-3200	Y	32	32	10/17/2012	5/28/2013	N
117	Rosewood Manor/OH	Rosewood Manor LP/614-396-3200	Y	24	24	11/9/2007	11/9/2007	N
118	Quaker Meadow/PA	Quaker Meadow, LLC/614-396-3200	Y	40	40	9/30/2011	5/9/2012	N
119	Windjammer Greene/MI	Windjammer Greene LDHA LP/614-396-3200	Y	24	24	12/5/2012	11/18/2013	N
120	Wood Creek/MI	Wood Creek LDHA LP/614-396-3200	Y	32	32	12/28/2012	11/18/2013	N
121	Koehler Crossing/MI	Koehler Crossing LDHA LP/614-396-3200	Y	28	28	6/25/2012	3/29/2013	N
122	Livingston Greene/MI	Livingston Greene LDHA LP/614-396-3200	Y	32	32	8/21/2012	6/6/2013	N
123	Oak Hollow/SC	Woda Oak Hollow LP/614-396-3200	Y	44	44	5/25/2012	2/8/2013	N
124	Anderson Crossing/TN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	N
125	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Y	38	38	11/30/2012	4/10/2013	N
126	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-3200	Y	32	32	3/4/2013	6/28/2013	N
127	Chestnut Greene/KY	Chestnut Greene LP/614-396-3200	Y	24	24	1/31/2013	6/19/2013	N
128	Pennington Crossing/TN	Pennington Crossing LP/614-396-3200	Y	48	48	12/10/2013	12/31/2013	N
129	Xena Place/OH	Xena Place LP/614-396-3200	Y	40	40	12/13/2012	6/3/2013	N
130	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	N
131	Crawford Place/OH	Crawford Place LP/614-396-3200	Y	30	30	1/1/2013	6/3/2013	N
132	Clough Commons/OH	Clough Commons LP/614-396-3200	Y	46	46	11/21/2012	6/3/2013	N
133	Schoenbrunn Greene/OH	Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	N
134	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Y	44	44	12/31/2013	9/10/2014	N
135	Heathly Crossing/OH	Heathly Crossing LP/614-396-3200	Y	32	32	12/31/2013	10/23/2014	N
136	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	N
137	Glen Abbey Crossing/KY	Glen Abbey Crossing LP/614-396-3200	Y	24	24	7/31/2013	1/16/2014	N
138	Saluda Commons/SC	Edgefield Greene LP/614-396-3200	Y	40	40	5/13/2014	11/20/2014	N
139	Washington School/OH	Washington School LP/614-396-3200	Y	42	42	8/31/2014	9/22/2015	N
140	Jacob's Crossing/OH	Jacob's Crossing LP/614-396-3200	Y	42	42	12/1/2013	4/9/2014	N
141	Alston Park/OH	Alston Park LP/614-396-3200	Y	39	39	9/30/2013	12/2/2015	N
142	Chelsea Greene/WV	Chelsea Greene LP/614-396-3200	Y	32	32	9/23/2013	5/19/2015	N
143	Oak Valley Gardens/WV	Oak Valley Gardens LP/614-396-3200	Y	28	28	12/29/2014	5/19/2015	N
144	New Forge Crossing/PA	New Forge Crossing LP/614-396-3200	Y	60	60	6/26/2014	10/28/2015	N
145	Meyers Greene/PA	Meyers Greene LP/614-396-3200	Y	52	52	1/13/2014	3/30/2014	N
146	Lloyd House/MI	Lloyd House LDHA LP/614-396-3200	Y	44	44	12/26/2013	9/15/2015	N
147	Barton Greene/TN	Barton Greene LP/614-396-3200	Y	50	50	12/30/2013	6/3/2014	N
148	Dutch Ridge/WV	Dutch Ridge LP/614-396-3200	Y	24	24	6/30/2013	12/11/2013	N
149	Anneman Place/PA	Anneman Place LP/614-396-3200	Y	50	50	12/31/2013	4/10/2015	N
150	Columbus School/MD	Columbus School LP/614-396-3200	Y	49	49	6/20/2014	11/16/2015	N
151	Hilton-North Avenue/MD	Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	N
152	Prescott Greene/IN	Prescott Greene LP/614-396-3200	Y	32	32	5/29/2013	6/17/2014	N
153	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Y	46	46	11/21/2013	9/24/2014	N
154	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Y	40	40	4/23/2013	11/18/2013	N
155	Charters Cove/MI	Charters Cove LP/614-396-3200	Y	24	24	8/30/2012	11/18/2013	N

3rd PAGE TOTAL: 2,245 2,245

GRAND TOTAL: 6,173 6,157

LIHTC as % of Total Unit 100%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
157	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
158	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
159	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
160	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
161	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
162	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
163	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
164	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
165	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
166	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
167	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
168	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
169	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
170	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
171	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
172	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
173	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
174	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
175	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
176	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
177	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
178	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
179	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/24/2017	N
180	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
181	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
182	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
183	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
184	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
185	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
186	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
187	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
188	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
189	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	10/17/2019	5/12/2021	N
190	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
191	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
192	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
193	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
194	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
195	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
196	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
197	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
198	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
199	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
200	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
201	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
202	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
203	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	12/29/2021	1/25/2023	N
204	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N
205	White Oak Crossing/TN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
206	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
207	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
208	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
209	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
210	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N

4th PAGE TOTAL: 2,533 2,533
GRAND TOTAL: 8,706 8,690 UHTC as % of 100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
211	Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	N
212	Mallaleu Pointe/GA	Mallaleu Pointe LP/614-396-3200	Y	67	67	3/30/2018	3/7/2019	N
213	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
214	WC Lowcountry Crossing/SC	WC Lowcountry Crossing Limited Partnership/614-396-3200	Y	34	34	4/29/2020	5/21/2021	N
215	Decatur Downs/MI	Woda Decatur Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
216	Rivergate Greene/NC	Rivergate Greene Limited Partnership/614-396-3200	Y	72	72	10/15/2020	12/1/2021	N
217	Old Firetower Place/NC	Old Firetower Place Limited Partnership/614-396-3200	Y	60	60	9/30/2020	1/12/2022	N
218	The Hamilton/MI	The Hamilton LDHA Limited Partnership/614-396-3200	Y	42	42	10/30/2020	9/14/2022	N
219	Osborn Commons/MI	Osborn Commons LDHA LP/614-396-3200	Y	65	65	12/1/2020	TBD	N
220	Blue Ridge Landing/TN	Blue Ridge Landing LP/614-396-3200	Y	48	48	12/1/2020	2/22/2022	N
221	Stevenson Square/TN	Stevenson Square LP/614-396-3200	Y	24	24	12/1/2020	2/23/2022	N
222	Wheatland Crossing II/OH	Wheatland Crossing II LP/614-396-3200	Y	64	64	12/15/2020	10/6/2021	N
223	Barley Square/PA	Barley Square Limited Partnership/614-396-3200	Y	57	57	12/1/2020	TBD	N
224	Stone Ridge Commons/PA	Woda Stone Ridge Limited Partnership/614-396-3200	Y	34	34	12/1/2020	TBD	N
225	Woda Maple Leaf/WI	WC Maple Leaf Townhomes LP/614-396-3200	Y	20	20	12/1/2019	12/22/2021	N
226	Maple Hill Apartments/MI	Maple Hill LDHA Limited Partnership/614-396-3200	Y	24	24	12/1/2020	7/26/2022	N
227	Edinburgh Commons/IN	Edinburgh Commons LP/614-396-3200	Y	24	24	12/1/2020	2/8/2022	N
228	Kirkman Terrace/KY	Kirkman Terrace Limited Partnership/614-396-3200	Y	45	45	12/1/2020	12/21/2021	N
229	Seven45 Stacking/MI	Seven45 Stacking LDHA LP/614-396-3200	Y	50	50	10/19/2020	8/11/2022	N
230	Pomeroy Colonial Park/OH	Pomeroy Colonial Park Limited Partnership/614-396-3200	Y	48	48	12/1/2020	6/2/2021	N
231	Towne Creek Crossing/KY	Towne Creek Crossing Limited Partnership/614-396-3200	Y	44	44	9/6/2019	6/3/2020	N
232	Blackhawk Commons/IN	Blackhawk Commons Limited Partnership/614-396-3200	Y	40	40	12/27/2019	7/19/2021	N
233	123 Club/SC	123 Club Limited Partnership/614-396-3200	Y	40	40	7/31/2019	2/27/2020	N
234	Douglas Greene/TN	Douglas Greene Limited Partnership/614-396-3200	Y	80	80	12/1/2019	2/19/2021	N
235	Tate Commons/NC	Tate Commons Limited Partnership/614-396-3200	Y	68	68	12/1/2019	2/4/2022	N
236	Rooney Ridge/NC	Rooney Ridge Limited Partnership/614-396-3200	Y	50	50	10/30/2019	9/24/2020	N
237	Breas Crossing II/KY	Breas Crossing II Limited Partnership/614-396-3200	Y	37	37	4/7/2021	1/25/2023	N
238	Atcheson Place Lofts/OH	Atcheson Place Lofts Limited Partnership/614-396-3200	Y	80	80	12/15/2021	6/22/2022	N
239	Montgomery Crossing/OH	Montgomery Crossing Limited Partnership/614-396-3200	Y	50	50	7/21/2021	6/15/2022	N
240	Jenkins Street Lofts/OH	Jenkins Street Lofts Limited Partnership/614-396-3200	Y	60	60	1/31/2022	11/18/2022	N
241	Wendler Commons/OH	Wendler Commons Limited Partnership/614-396-3200	Y	62	62	3/17/2022	12/7/2022	N
242	Anderson Greene/IA	Anderson Greene Limited Partnership/614-396-3200	Y	44	39	11/25/2020	6/9/2021	N
243	Adair Court/GA	Adair Court Limited Partnership/614-396-3200	Y	91	77	12/23/2019	1/15/2021	N
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4th PAGE TOTAL: 1,651 1,632

GRAND TOTAL: 10,357 10,322

LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Bains Pointe

Name of Applicant: Bains Pointe Limited Partnership

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: Kathy E. Vesley Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
4	Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N
5	Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N
7	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
8	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	11/21/2019	5/12/2021	N
9	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	TBD	N
10	Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	TBD	N
11	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	12/29/2021	1/25/2023	N
12	Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	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:

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LIHTC as % of
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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.

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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: Regina P. Lawrence Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N Y or N

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

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

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



Development Name: Bains Pointe
Name of Applicant: Bains Pointe Limited Partnership

INSTRUCTIONS:

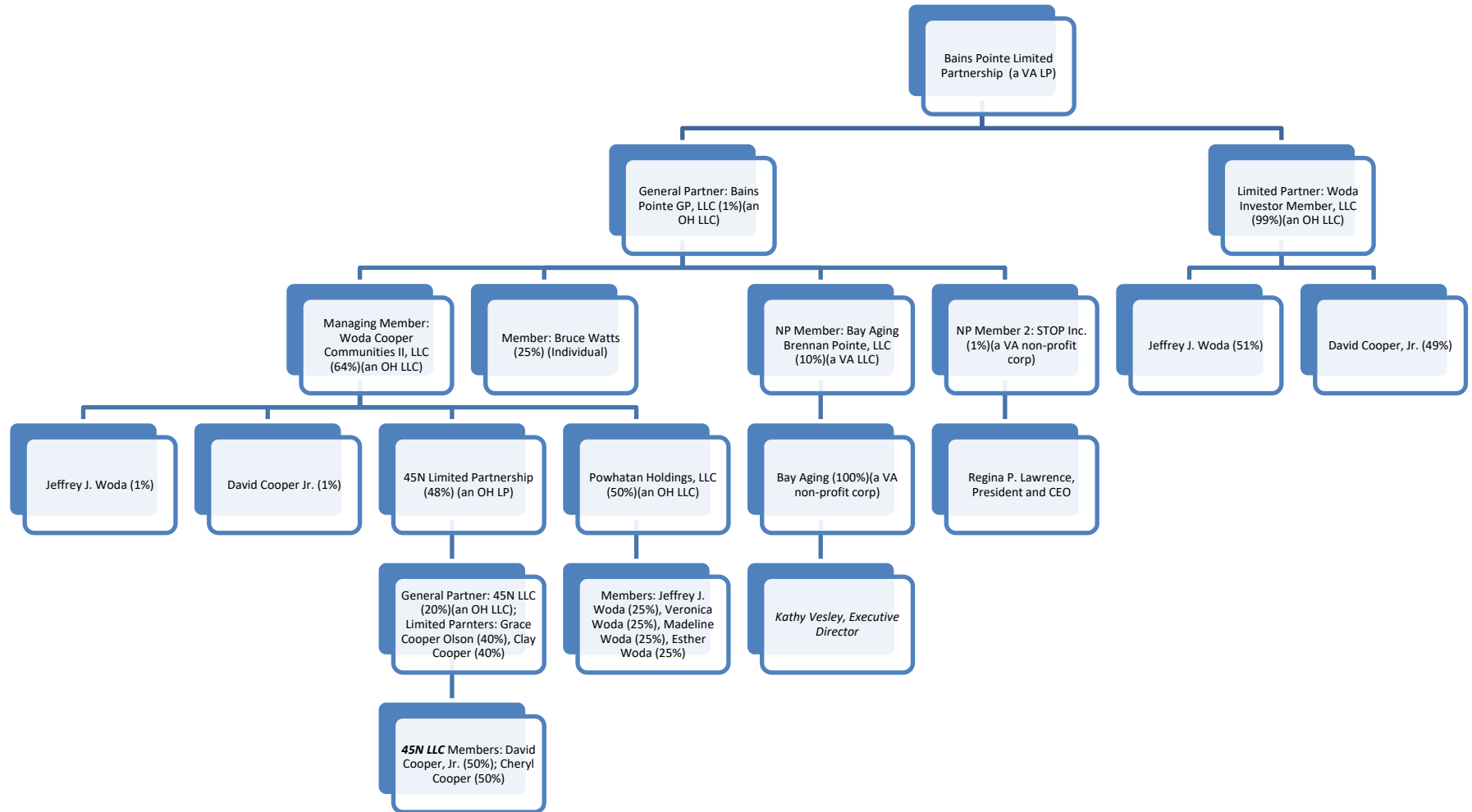
- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well 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.

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

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

Organizational Structure



Tab E:

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

ASSIGNMENT OF PURCHASE AGREEMENT

February 15, 2023

The undersigned, Woda Cooper Development, Inc. (“**Assignor**”), entered into a Purchase Agreement with Economic Development Authority of the City of Portsmouth, Virginia (the “**Seller**”) on January 10, 2023 (the “**Purchase Agreement**”) for one real estate parcel consisting of approximately 1.8+/- acres more or less (the “**Parcel**”). Assignor hereby assigns to Bains Pointe Limited Partnership (“**Assignee**”) all of its rights to purchase the Parcel (the “**Assigned Property**”).

By executing in the space provided below, Assignee hereby accepts such assignment and agrees to perform the obligations of the Buyer as set forth in the attached Purchase Agreement. The assignment provided for herein is effective as of the date set forth above.

[Signatures on the following page]

Assignor:

WODA COOPER DEVELOPMENT, INC.

By: 

David Cooper, Jr., President

Assignee:

BAINS POINTE LIMITED PARTNERSHIP

A Virginia limited partnership

By: Bains Pointe GP, LLC

An Ohio Limited Liability Company

Its General Partner

By: Woda Cooper Communities II, LLC

An Ohio Limited Liability Company

Its Managing Member

By: 

David Cooper, Jr.,

Its: Manager/Member

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made between the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF PORTSMOUTH, VIRGINIA ("**Seller**"), and WODA COOPER DEVELOPMENT, INC, an Ohio Corporation. ("**Purchaser**").

In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

ARTICLE 1. PURCHASE AND SALE

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, for the consideration set forth in Article 2, the following described property (collectively, the "**Property**"):

Real estate parcels located at 1100 High St, Portsmouth, VA (Parcel Number 00321520), 1116 High St, Portsmouth, VA (Parcel Number 00321530), 1130 High St, Portsmouth, VA (Parcel Number 00321580), 1121 Queen St, Portsmouth, VA (Parcel Number 00321610), 1125 Queen St, Portsmouth, VA (Parcel Number 00321590), 460 Primrose St, Portsmouth, VA (Parcel Numbers 00321660 and 00321670), 462 Primrose St, Portsmouth, VA (Parcel Number 00321680), 466 Primrose St, Portsmouth, VA (Parcel Number 00321690), and 470 Primrose St, Portsmouth, VA (Parcel Number 00321700).

ARTICLE 2. PURCHASE PRICE

2.1 **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). The Purchase Price shall be paid by Purchaser at the Closing (as defined in Section 6.1).

ARTICLE 3. EARNEST MONEY

3.1 **Earnest Money.** Within ten (10) business days after the Effective Date (as defined in Section 9.12), Purchaser shall deliver to Reno & Cavanaugh, PPLC, 10320 Little Patuxent Parkway, Suite 900, Columbia, Maryland 21044 (the "**Title Company**"), along with a fully executed counterpart of this Agreement, the sum of Five Thousand AND NO/100 DOLLARS (\$5,000.00) (the "**Earnest Money**"). All interest accruing on the Earnest Money, if any, shall become part of the Earnest Money. If the sale of the Property is consummated pursuant to the terms of this Agreement, the Earnest Money shall be applied to the Purchase Price at Closing. If this Agreement is terminated prior to Closing, the Earnest Money shall be disposed of as provided in the applicable section hereof pursuant to which termination occurs.

ARTICLE 4. DUE DILIGENCE AND PERMITTING

4.1 **Due Diligence Documents.** Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser the environmental site assessments in Seller's possession, if any, preliminary plat and site plan(s) in Seller's possession, if any, any cross access and easement documents in connection

with the Property, any development agreements affecting the Property and any other documents Purchaser may reasonably request to the extent the same are in Seller's possession or control.

4.2 **Right of Entry.** From and after the Effective Date until termination of this Agreement or Closing hereunder, Purchaser and Purchaser's employees, agents, engineers and/or contractors shall have the right to enter upon the Property to investigate the condition of the Property, including without limitation to conduct inspections, make analyses, take core drillings and/or other intrusive samples, to conduct any environmental site assessment, and to perform such other tests and inspections as Purchaser may deem appropriate, at Purchaser's sole cost and expense. Purchaser shall conduct such investigations, inspections, analyses, drillings and assessments at reasonable times and with reasonable consideration for adjacent property owners. Purchaser will repair any damage to the Property resulting directly from Purchaser's studies and tests conducted on the Property. In exercising this Right of Entry, Purchaser shall ensure that the Property is not left in an unkempt or nuisance condition. Purchaser shall not permit the introduction of hazardous materials, as said term is defined in applicable federal or state laws or regulations, onto the Property. Purchaser shall indemnify and hold harmless Seller, its Commissioners, officers, employees and agents, and the City of Portsmouth, Virginia, its council members, officers, employees and agents, from and against any costs, charges, damages or claims, including without limitation reasonable attorneys fees and court costs, related to personal injury or property damage which arise or result from the exercise of this Right of Entry.

4.3 **Feasibility Period.** Commencing on the Effective Date and continuing through that date which is ninety (90) calendar days after the Effective Date (the "**Feasibility Period**"), Purchaser shall have the right, at its sole cost, to evaluate the feasibility of Purchaser's proposed development. In Purchaser's sole discretion, Purchaser may terminate this Agreement for any reason, or for no reason, and whether or not related to the condition of the Property, by giving written notification of such termination to Seller prior to the expiration of the Feasibility Period. If the Agreement is so terminated it shall be of no further force or effect except that any indemnities herein shall survive termination, and Purchaser shall receive a return of the Earnest Money.

4.4 **Title.** Within ninety(90) calendar days of the Effective Date, Purchaser shall, at its sole cost, obtain: (1) a title commitment for an owner's policy of title insurance from the Title Company, or such other title insurer Purchaser selects (the "**Title Commitment**"); and (2) if Purchaser so elects, a survey of the Property prepared by a licensed surveyor (the "**Survey**"). In the event the condition of title as set forth in the Title Commitment and/or Survey is not satisfactory to Purchaser in Purchaser's sole discretion, then prior to expiration of the Feasibility Period Purchaser shall notify Seller in writing of Purchaser's objections ("**Title Objections**"). Seller may agree to use commercially reasonable efforts to attempt to clear some or all of the Title Objections or not, in its sole discretion. Any commitment by Seller to use commercially reasonable efforts does not include any obligation to pay money to remove an encumbrance. If Seller agrees to use commercially reasonable efforts to clear some or all of the Title Objections, it will so notify Purchaser in writing. If Seller does not so agree, Purchaser's sole remedy shall be to terminate this Agreement prior to the end of the Feasibility Period in accordance with Section 4.3 hereof. Any title exceptions which are set forth in the Title Commitment and/or the Survey to which Purchaser does not timely object, and any Title Objections which Seller does not agree to use commercially reasonable efforts to attempt to cure, shall be deemed to be permitted exceptions to the status of Seller's title (the "**Permitted Exceptions**"). In the event that Seller fails or is unable to cure Title Objections it has agreed to attempt to cure on or before the Closing Date, Purchaser as its sole remedies may either (i) terminate this Agreement, in which event the Agreement shall be of no further force or effect except that any indemnities shall survive termination, and recover the Earnest Money or (ii) close this sale subject to such objectionable title matters. **Notwithstanding any of the foregoing, Seller shall, prior to or at Closing, cause to be released any monetary liens and security interests of an**

ascertainable amount which encumber the Land and that were created, resulted from or arose out of Seller's actions.

4.5 **Permitting Period.** Commencing upon the expiration of the Feasibility Period, Purchaser shall have three hundred thirty(330) calendar days to obtain, at its sole cost, all governmental authorizations and approvals, including without limitation all site plan approvals, zoning approvals, building plan approvals, award of Section 42 tax credits, and utility connection permits required for the Approved Use as defined in Section 10.1 hereof (the "**Permitting Period**"). Provided Purchaser has submitted a site plan to the City of Portsmouth Department of Engineering, Purchaser shall have the right to extend the Permitting Period for up to three (3) extension terms of thirty (30) days each by, for each extension: (1) prior to expiration of the Permitting Period or a prior extension, delivering written notice to Seller that Purchaser intends to exercise its right to an extension; and (2) delivering an additional deposit in the sum of Two Thousand Five Hundred Dollars (\$2,500.00) to the Title Company. Any additional deposits delivered to the Title Company shall become part of the Earnest Money. If Purchaser is unable to obtain all required permits and approvals during the Permitting Period (including any extensions), then either party shall have the right to terminate this Agreement upon written notice to the other, in which event the Agreement shall be of no further force or effect except that any indemnities shall survive termination. If Purchaser failed to obtain all required approvals despite commercially reasonable diligence, then upon termination under this Section 4.5 Purchaser shall receive a return of the Earnest Money. If Purchaser failed to exercise commercially reasonable diligence, then upon termination under this Section 4.5 the Earnest Money shall be delivered to Seller.

4.6 **Adverse Condition.** Purchaser shall not be obligated to Close on acquisition of the Property under this Agreement if (a) there is a material adverse change in the condition or operation of the Property prior to the Closing; (b) the physical condition of the Property on the day of Closing shall be substantially different from the condition existing on the Effective Date; (c) a material new encumbrance to title to the Property is created after the Effective Date without the consent of Purchaser; or (d) any proceeding shall be pending which could or would involve the change, redesignation, redefinition or other modification of any use, zoning, building or environmental restrictions or code requirements applicable to the Property or any portion thereof, provided that the changed circumstance identified in subsection (a)-(d) could, in Purchaser's reasonable opinion, negatively affect Purchaser's intended use of the Property, and provided that Seller does not take prior to the Closing such commercially reasonable actions as are necessary to resolve the change or modification to Purchaser's satisfaction. If Purchaser elects not to Close due to a change or modification described herein, then Purchaser may terminate this Agreement by written notice to Seller, in which event the Agreement shall be of no further force or effect except that any indemnity herein shall survive termination, and the Earnest Money shall be returned to Purchaser.

ARTICLE 5. REPRESENTATIONS

5.1 **Representations of Seller.** Seller, to the best of its knowledge, hereby covenants, represents and warrants to Purchaser that:

- (a) Seller has full right, power and authority to enter into this Agreement and to consummate the sale contemplated hereby without the joinder of any other person, and the party signing on behalf of Seller has been duly authorized to sign on behalf of Seller.
- (b) Seller has not received any notice of any violations of any applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property.

- (c) Seller has not received any notice of any pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.
- (d) There are no leases affecting any portion of the Property and there are no options or contracts granting any rights to acquire any right, title or interest in any portion of the Property, and at Closing no tenants or parties shall be in possession of the Property.
- (e) To Seller's current, actual knowledge performance of this Contract will not result in any breach of, or constitute a default under, or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound except as provided in the REA.

The foregoing representations and warranties shall be true and correct on and as of the Closing Date and shall survive for a period of one (1) year following the Closing. Seller shall not be liable for any losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if Purchaser had actual knowledge of such breach before Closing.

5.2 *Agreements of Seller.* From the Effective Date until the Closing, Seller shall:

- (a) Not suffer or allow the Land to be maintained or operated in any manner inconsistent with applicable statutes, ordinances, rules, regulations or laws, or used in any manner that would violate any past or present statute, ordinance, rule, regulation or law of any federal, state or local governmental body or agency, including, without limitation, any environmental law.
- (b) Immediately notify Purchaser of any material change in respect of the Property and its condition or any information furnished to Purchaser in respect of the Property, including, without limitation, any change that would affect any representation, warranty or covenant of Seller set forth in this Agreement.
- (c) Without the prior written consent of Purchaser, not enter into or modify any written or oral lease, easement, license, service contract or other agreement with respect to the Property that will not be fully performed by all parties thereto on or before the Closing Date.
- (d) Advise Purchaser of any litigation, arbitration or administrative hearing before any governmental agency concerning or affecting the Property or its use which is instituted or threatened after the Effective Date.
- (e) Not sell, assign, or convey any right, title or interest whatsoever in or to the Property, or allow any lien to attach to the Property or any part thereof except the lien for ad valorem taxes, or grant, create or voluntarily allow the creation of, or amend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease or other right affecting the Property or any part thereof, without Purchaser's prior written consent.

ARTICLE 6. CLOSING

6.1 **Closing.** Purchaser shall satisfy the contingencies identified in Section 10.2 hereof and cause closing to occur on conveyance of the Property ("**Closing**") no later than sixty (60) calendar days after the expiration of the Permitting Period (unless the parties mutually agree in writing to an extension). Closing shall be held at the Title Company or at the offices of such other closing agent as may be agreed by the parties, on a date elected by Purchaser by giving not less than five (5) business days' prior notice to Seller (the "**Closing Date**"), it being understood that the parties intend to close the transaction through an escrow arrangement without the need for the parties to be physically present. If Purchaser has not caused the Closing to occur within the timeframe required herein (including any extensions), then either party shall have the right to terminate this Agreement upon written notice to the other, in which event this Agreement shall be of no further force or effect except that any indemnity herein shall survive termination. In the event of termination under this Section 6.1, the Earnest Money shall be delivered to Seller unless the failure to Close is the result of a breach by Seller or an adverse condition as provided in Section 4.6. If the failure to Close is the result of a breach by Seller or an adverse condition, both parties shall still have the right to terminate this Agreement, but the Earnest Money shall be returned to Purchaser.

6.2 **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Purchaser the following:

- (a) **Deed.** Special Warranty Deed (the "**Deed**") executed by Seller conveying the Property by Special Warranty subject to no exceptions other than the Permitted Exceptions and other matters of record or survey existing prior to the Effective Date to which Purchaser did not object.
- (b) **Evidence of Authority.** Copies of Seller's resolutions and organizational documents, certified by Seller as true and complete, as of the Closing Date, so as to evidence the authority of the persons signing the Deed and other documents to be executed by Seller at Closing and the power and authority of Seller to convey the Property to Purchaser in accordance with this Agreement.
- (c) **Foreign Person.** An affidavit of Seller certifying that Seller is not a "foreign person," as defined in the federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.
- (d) **Tax Certificates.** Certificates showing that all ad valorem taxes, stand-by fees, assessments, maintenance fees and similar charges assessed against the Property which are payable, have been paid in full.
- (e) **Other Documents.** All other documents and instruments that the Seller's or Purchaser's attorney or the Title Company (or other closing agent) may reasonably require to consummate properly the transaction contemplated by this Agreement.

6.3 **Purchaser's Obligation at Closing.** At Closing, Purchaser shall deliver to Seller or obtain, as applicable, the following:

- (a) **Purchase Price.** The Purchase Price, by cashier's check or wire transfer of immediately available funds.

- (b) **Other Documents.** All other documents and instruments that the Seller's or Purchaser's attorney or the Title Company (or other closing agent) may reasonably require to properly consummate the transaction contemplated by this Agreement, including without limitation evidence of corporate and signatory authority.

6.4 **Proration.** All real estate, personal property taxes (if any), stormwater fees and other assessments with respect to the Property for the year in which the Closing occurs, shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. In the event the Property has been assessed for property tax purposes at such rates as would result in "roll-back" taxes upon the change in land usage or ownership of the Property, Seller agrees to pay all such taxes and indemnify and save Purchaser harmless from and against any and all claims and liabilities for such taxes.

The agreements of Seller and Purchaser set forth in this Section 6.4 shall survive the Closing.

6.5 **Possession.** Possession of the Property shall be delivered to Purchaser at Closing, subject to the Permitted Exceptions.

6.6 **Closing Costs.** Seller shall pay, on the Closing Date, all transfer and documentary stamp taxes on the Deed customarily paid by a seller of real property in Portsmouth, Virginia and Purchaser shall pay all transfer and documentary stamp taxes on the Deed customarily paid by a purchaser of real property in Portsmouth, Virginia. Purchaser shall pay, on the Closing Date, all mortgage taxes (if any), all recording costs (other than liens and other encumbrances that Seller is required to have released), all costs related to any title policy Purchaser may obtain, and any other charges customarily paid by a purchaser of real property in Portsmouth, Virginia. The parties shall share equally all costs of the Title Company for holding the Earnest Money as an escrow agent, and the fee of the closing agent for conducting the Closing. Except as otherwise provided herein, each party shall pay its own attorneys' fees.

ARTICLE 7. RISK OF LOSS

7.1 **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. Purchaser assumes the said risks upon consummation of Closing.

7.2 **Condemnation.** If, prior to the Closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser may either (a) terminate this Agreement, in which event the Agreement shall be of no further force or effect except that any indemnities shall survive, and Purchaser shall recover the Earnest Money or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.

ARTICLE 8. DEFAULT

8.1 **Breach by Seller.** If Seller breaches this Agreement prior to Closing, Purchaser as its sole remedies may either (a) terminate this Agreement, in which event the Agreement shall be of no further force or effect except that any indemnities shall survive, and Purchaser shall be entitled to the immediate return of the Earnest Money or (b) enforce specific performance hereof. If Closing is consummated, Purchaser shall have all remedies available at law or in equity in the event Seller fails to perform any of its obligations under this Agreement after Closing.

8.2 **Breach by Purchaser.** If Purchaser breaches its obligations at or prior to Closing, Seller have the right to terminate this Agreement, in which event the Agreement shall be of no further force or effect except that any indemnities shall survive, and Seller shall be entitled to the Earnest Money, as liquidated damages (and not as a penalty) and as Seller's sole remedy and relief. Seller and Purchaser have made this provision for liquidated damages because it would be difficult to calculate, on the Effective Date, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach. In no event shall Purchaser be liable to Seller for any actual, punitive, speculative, consequential or other damages, and Seller hereby waives, releases and discharges Purchaser from any damages in an amount greater than the Earnest Money. Provided however that the limitations in this Section 8.2 shall not apply to: (a) any indemnity obligations of Purchaser hereunder; and (b) breaches of Article 10 hereof.

ARTICLE 9. MISCELLANEOUS

9.1 **Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when delivered to the notice addresses or email addresses set forth below by hand delivery, e-mail or other electronic transmission, or by Federal Express or other reputable courier service, or when deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:	Economic Development Authority 200 High Street, Ste 200 Portsmouth, Virginia 23704 Attn: Brian Donahue Tel: (757) 393-8804 Email: donahueb@portsmouthva.gov
---------------	--

If to Purchaser:	Woda Cooper Development, Inc. 500 S Front St Columbus, Ohio 43215-7628 Attn: Joey DiCesare Tel: (614) 266-1166 Email: jodicesare@wodagroup.com
------------------	---

or such other place as Seller or Purchaser may from time to time designate by at least ten (10) days' prior written notice to the other.

9.2 **Real Estate Commissions.** Purchaser hereby represents and warrants to Seller that Purchaser has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller hereby represents and warrants to Purchaser that Seller has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller and Purchaser hereby agree to defend, indemnify and hold harmless the other from and against any and all claims of any other person claiming a brokerage fee or commission through the indemnifying party.

9.3 **Entire Agreement.** This Agreement embodies the entire agreement between the parties relative to the subject matter of this Agreement, and there are no oral or written agreements between the parties or any representations made by either party relative to the subject matter of this Agreement which are not expressly set forth herein.

9.4 **Amendment.** This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

9.5 **Headings.** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

9.6 **Time of Essence.** Time is of the essence in the performance of this Agreement. However, if the final date of any period or the date by which performance of a certain act is required that is set out in any provision of this Agreement falls on a Saturday, Sunday or a day declared a national or Virginia holiday, the time of such period shall be extended to the next day which is not a Saturday, Sunday or such holiday. References in this Agreement to days are to calendar days unless otherwise specified.

9.8 **Governing Law/Venue.** THE VALIDITY, ENFORCEABILITY, INTERPRETATION, AND CONSTRUCTION OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA (OTHER THAN ITS CONFLICT OF LAWS RULES) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN VIRGINIA. The venue for any dispute arising out of this Agreement shall be the state courts of the City of Portsmouth, Virginia.

9.9 **Successors and Assigns.** This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns. Purchaser may assign Purchaser's rights under this Agreement to an entity owned or controlled by Purchaser or the current equity owners of Purchaser upon notice to, but without the prior written consent of, Seller at any time prior to Closing. Any other assignment of Purchaser's rights under this Agreement shall be subject to the prior written consent of Seller, which consent shall not be withheld so long as (a) the proposed assignee intends to develop the Property for the Approved Use as defined in Section 10.1 and (b) the proposed assignee has a demonstrated competency to timely finance and complete said development.

9.10 **Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.11 **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.12 **Date of this Agreement.** As used in this Agreement, the "**Effective Date**" shall mean and refer to the first date as of which both parties have executed this Agreement.

9.13 **Disclaimer/No Joint Venture.** Seller expressly makes no warranty or representation regarding the fitness of the Property for the proposed use, the soil conditions on or under the Property, or

the likelihood of economic success of the proposed use. This Agreement does not create a joint venture between Seller and Purchaser.

9.14 **Notice of Default.** If Seller or Purchaser fails to comply with any or all of the provisions, covenants, warranties or agreements to be performed or observed by Seller or Purchaser under and pursuant to the terms and provisions of this Agreement, and such default is not cured within ten (10) days after written notice thereof, then the non-breaching party may elect to exercise its remedies set forth in herein.

ARTICLE 10. EDA PROVISIONS

10.1 **Use.** Purchaser shall use the Property for a multifamily-dwelling development consisting of approximately fifty (50) units (the “**Approved Use**”), and for no other purpose except as expressly approved in writing by Seller.

10.2 **Conditions Precedent to Closing.** The following shall be conditions precedent to Seller’s obligation to close hereunder. If Purchaser has not satisfied any said condition prior to the date by which Closing is required to occur hereunder, then Seller shall have the right to terminate this Agreement. If the Seller terminates the Agreement hereunder, then the Agreement shall be of no further force or effect except that any indemnity obligations hereunder shall survive, and the Earnest Money shall be paid to Seller.

10.2.1 **Approvals.** Purchaser shall have obtained (subject only to payment of the applicable permit fee) all site plan, zoning, land disturbance, building plan, and other approvals and permits from the City of Portsmouth, Virginia required to construct the Approved Use.

10.2.2 **Evidence of Financial Capacity.** Purchaser shall have provided to Seller: (1) a detailed cost estimate for the project, including acquisition and development costs; and (2) evidence of available funds equal to the amount of the cost estimate, inclusive of loan and equity commitment letters and a tax credit reservation or allocation from VHDA, and/or other reasonable forms of evidence.

10.3 **Defined Terms.** The term “**Improvements**” means the construction of a multi-family dwelling development having approximately 60,000 square feet of floor space and all related improvements on the Property, including without limitation parking improvements, in accordance with the Plans and Specifications. The term “**Plans and Specifications**” means all plans and specifications approved by the City of Portsmouth for development of the Approved Use on the Property, including without limitation the site plan, Erosion and Sediment Control plans, and building plans.

10.4 **Limitation on Monetary Liens.** Until completion of the Improvements as evidenced by the Completion Certificate (defined in Section 10.10), Purchaser shall not permit the filing of a monetary lien secured by the Property except only the lien of deeds of trust in favor of third party lenders that are not affiliates of Purchaser and which secure only funds used for the purchase of the Property and the construction of the Improvements (“**Permitted Liens**”). Any purported lien other than a Permitted Lien shall be void and of no force or effect against the Property in the event Seller exercises the Repurchase Right (defined in Section 10.6).

10.5 **Limitation on Conveyance.** Until completion of the Improvements as evidenced by the Completion Certificate, Purchaser shall not convey any title or interest in or to the Property or any portion thereof other than to the trustee[s] of a Permitted Lien or to Seller.

10.6 **Repurchase Right.** In the event that Purchaser fails to: (1) commence grading or other significant site work activities for construction of the Improvements by July 1, 2025; or (2) complete construction of the Improvements in substantial accordance with the Plans and Specifications by December 31, 2026, then Seller shall have the right (but not the obligation) to repurchase the Property for an amount equal to the Purchase Price (the “**Repurchase Right**”).

10.6.1 **Notice.** To exercise the Repurchase Right, Seller shall send Purchaser written notice stating its intent to exercise the Repurchase Right and specifying a closing date not less than thirty (30) days and not more than sixty (60) days after the date of the notice.

10.6.2 **Closing.** Closing on re-conveyance shall occur on the date specified in Seller’s notice at the office of a title company or other closing agent selected by Seller. At closing, Purchaser shall deliver a Special Warranty Deed conveying the Property to Seller, an Owner’s Affidavit in form satisfactory to Seller’s title company, such other closing documents as are reasonably required by the closing agent, and possession of the Property. In the Owner’s Affidavit, Purchaser shall certify that it has paid all amounts owed to or claimed by contractors or materialmen who have performed work on, or provided materials for, the Property or the Improvements. Seller shall deliver the repurchase price.

10.6.3 **Closing Costs and Disbursements.** At closing: (a) closing costs, closing agent fees, real estate and personal property taxes, recordation taxes and stormwater fees shall be prorated or paid in accordance with the division of responsibility between a buyer and a seller established in Article 6 hereof; (b) the net repurchase price shall first be applied to any Permitted Liens; and (c) the balance of the net repurchase price, if any, shall be placed in escrow with the closing agent for a period of one hundred forty (140) days from the last day of the month in which closing occurs (the “**Escrowed Balance**”). If any claim is asserted by a contractor or materialman for amounts allegedly owed for the performance of work on, or the provision of materials for, the Property or the Improvements, then unless Purchaser at its sole cost has caused the said claim to be bonded, the Seller shall have the right to direct that the Escrowed Balance be applied to pay all or a portion of any said claim. At the end of the one hundred forty (140) day period, any remaining portion of the Escrowed Balance shall be released to Purchaser. No broker shall be entitled to any fee or commission as a result of the repurchase.

10.6.4 **Withdrawal.** Seller, in its sole discretion, shall have the right to withdraw its notice of repurchase at any time prior to closing on the repurchase.

10.7 **Term.** The terms, conditions and restrictions in Sections 10.1, Sections 10.3-10.6, and Sections 10.9-11 shall run with the land and shall continue in effect (a) until five (5) years from the date of the Deed or (b) the issuance of the Completion Certificate, whichever is earlier.

10.8 **Tax Exempt Entities.** For a period of fifteen (15) years from the date of the Deed, the Property shall not be conveyed to any entity other than Seller which is exempt from the payment of real estate taxes to the City of Portsmouth, Virginia. This provision shall run with the land and be binding upon Purchaser and its successors and assigns. This provision is necessary to ensure the benefit for which Seller is entering into this Agreement, specifically economic development within Portsmouth to increase the tax base. This does not preclude Purchaser from seeking a tax abatement from Portsmouth.

10.9 **Survival/Recordation.** Notwithstanding any other provision of this Agreement, all terms, conditions and restrictions in this Article 10 other than Section 10.2 shall survive closing. In addition, the terms, conditions and restrictions in this Article 10 (other than Section 10.2) shall be placed of record in

the Portsmouth Circuit Court Clerk's Office at Closing on conveyance of the Property to Purchaser, either as part of the Deed or as a separate agreement recorded immediately subsequent to the Deed, as determined appropriate by Seller.

10.10 **Completion Certificate.** Upon completion of the Improvements in substantial accordance with the Plans and Specifications, Seller shall issue and place of record in the Portsmouth Circuit Court Clerk's Office a completion certificate (the "Completion Certificate"). The Completion Certificate shall release of record the terms, conditions and restrictions contained in Sections 10.1 (Approved Use), 10.4 (Limitation on Monetary Liens), 10.5 (Limitation on Conveyance), and 10.6 (Repurchase Right) of this Article. Seller shall issue and record the Completion Certificate within thirty (30) days of a written request by Purchaser, subject to Seller's verification of completion of the Improvements. Purchaser shall allow Seller such access to the Property as is reasonably necessary for Seller to verify completion. The Completion Certificate shall not release the Tax Exempt Entities restriction in Section 10.8 hereof, which shall remain in effect for the full fifteen (15) year period specified.

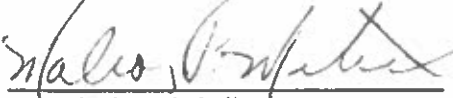
10.11 **Remedies.** Seller shall have all rights and remedies available at law, in equity, or by contract to enforce its rights in this Article 10. In addition, but not in lieu of any other right or remedy, Seller shall be entitled to injunctive relief without the necessity of showing monetary or special damages and without posting bond or security for bond for the award of a permanent injunction.

[signature page follows]

EXECUTED ON THE DATES SHOWN BELOW BY:

SELLER:

ECONOMIC DEVELOPMENT AUTHORITY
of the City of Portsmouth, Virginia

By: 

Name: Malcolm Mitchell

Title: Vice Chairman

Date: 1/10/23

PURCHASER:

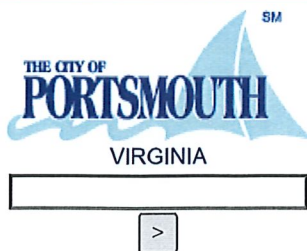
WODA COOPER DEVELOPMENT, INC.

By: 

Name: Clay Cooper

Title: Vice President

Date: 1/9/2023


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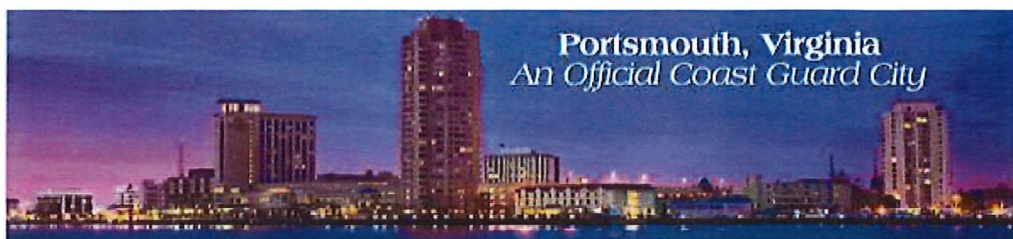
801 Crawford Street, 2nd Floor

P.O. Box 820

Portsmouth, Virginia 23705

Telephone : (757) 393-8631

Fax: (757) 393-8177

assessor@portsmouthva.gov


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Search Results

Sales History for the past 5 years

Sales Date	Sales Price
10/01/2018	\$ 0

Assessment History for the past 3 years

Year	Land	Building	Total
2020	\$ 67,450	\$ 0	\$ 67,450
2021	\$ 67,450	\$ 0	\$ 67,450
2022	\$ 67,450	\$ 0	\$ 67,450

[Click here to View the 0032 Tax Map](#)
[Click here for the Tax Map Legend](#)
[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	1100 HIGH ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237043340	Building Type:	UNKNOWN
Map & Parcel:	00321520	Land Assessment:	\$ 67,450
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 67,450

Deed Information**Current:**

Book:	0000	Deed Date:	10-01-18
Page:	0000	Sale Amount:	\$
Instrument #:	D180009596		

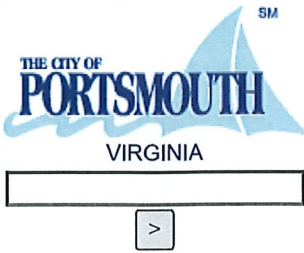
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Book:	0000	Deed Date:	10-01-01
Page:	0000	Sale Amount:	\$
Instrument #:	D013629		

Land Information

Zoning:	NMU	Acres:	0.136
Legal Description	LOTS 1,2 & PT 3		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		
Structure Information			
Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	
Basement:		Accessory Structures:	N
Site Improvement:	N	More Specific Information:	See the Assessor's Office

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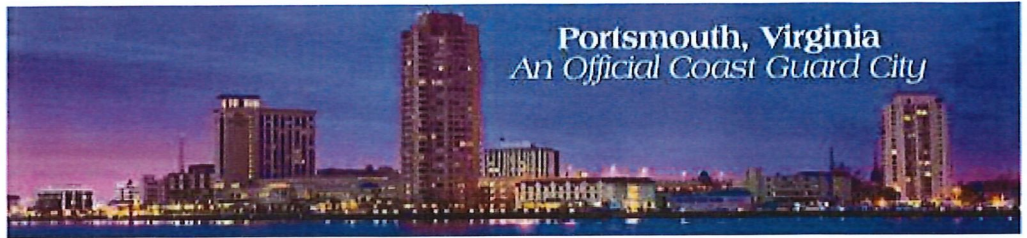
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Portsmouth, Virginia 23705

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[Search Results](#)
[Sales History for the past 5 years](#)

There is no sales information available for this property for the past 5 years.

[Assessment History for the past 3 years](#)

Year	Land	Building	Total
2020	\$ 193,500	\$ 0	\$ 193,500
2021	\$ 193,500	\$ 0	\$ 193,500
2022	\$ 193,500	\$ 0	\$ 193,500

[Click here to View the 0032 Tax Map](#)
[Click here for the Tax Map Legend](#)
[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	1116 HIGH ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237043393	Building Type:	UNKNOWN
Map & Parcel:	00321530	Land Assessment:	\$ 193,500
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 193,500

Deed Information**Current:**

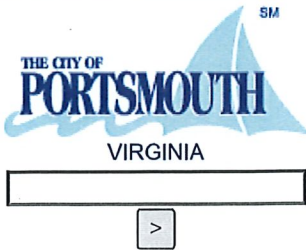
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Page:	0000	Sale Amount:	\$
Instrument #:	D160008063		

Previous:

Book:	0000	Deed Date:	03-17-14
Page:	0000	Sale Amount:	\$
Instrument #:	D140002301		

Land Information

Zoning:	NMU	Acres:	0.570
Legal Description	LOT 73 THR 76,49,50,PTS 51,52,77		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		
Structure Information			
Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	
Basement:		Accessory Structures:	N
Site Improvement:	Y	More Specific Information:	See the Assessor's Office


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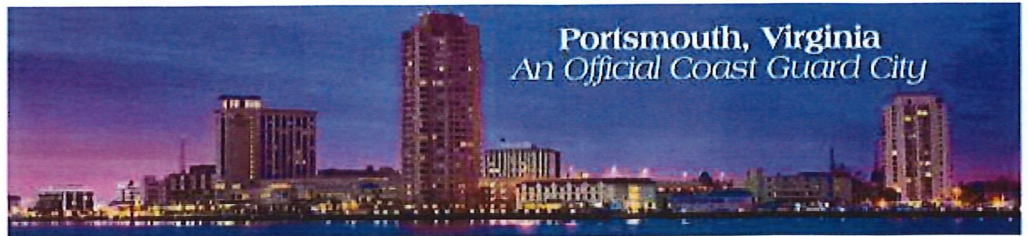
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Search Results

Sales History for the past 5 years

There is no sales information available for this property for the past 5 years.

Assessment History for the past 3 years

Year	Land	Building	Total
2020	\$ 237,000	\$ 0	\$ 237,000
2021	\$ 237,000	\$ 0	\$ 237,000
2022	\$ 237,000	\$ 0	\$ 237,000

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General Information

Address:	1130 HIGH ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237040000	Building Type:	UNKNOWN
Map & Parcel:	00321580	Land Assessment:	\$ 237,000
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 237,000

Deed Information**Current:**

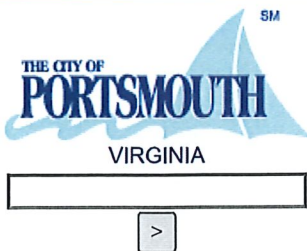
Book:	0000	Deed Date:	08-17-16
Page:	0000	Sale Amount:	\$
Instrument #:	D160008063		

Previous:

Book:	0000	Deed Date:	03-17-14
Page:	0000	Sale Amount:	\$
Instrument #:	D140002301		

Land Information

Zoning:	NMU	Acres:	0.710
Legal Description	LTS 55-57 78-81 & PT 54 58 77 82		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		
Structure Information			
Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	
Basement:		Accessory Structures:	N
Site Improvement:	Y	More Specific Information:	See the Assessor's Office


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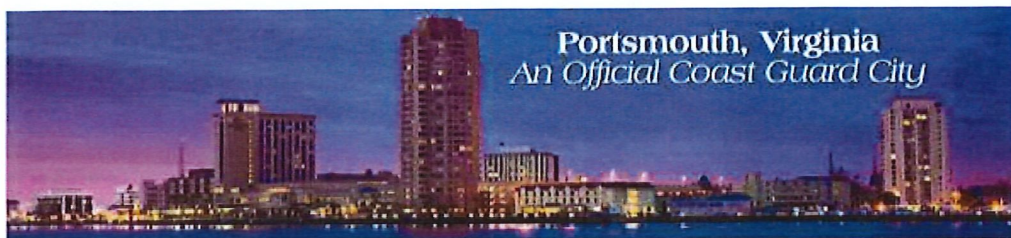
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Search Results

Sales History for the past 5 years

There is no sales information available for this property for the past 5 years.

Assessment History for the past 3 years

Year	Land	Building	Total
2020	\$ 26,080	\$ 0	\$ 26,080
2021	\$ 26,080	\$ 0	\$ 26,080
2022	\$ 26,080	\$ 0	\$ 26,080

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[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	1121 QUEEN ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237043331	Building Type:	UNKNOWN
Map & Parcel:	00321610	Land Assessment:	\$ 26,080
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 26,080

Deed Information**Current:**

Book:	0000	Deed Date:	08-17-16
Page:	0000	Sale Amount:	\$
Instrument #:	D160008063		

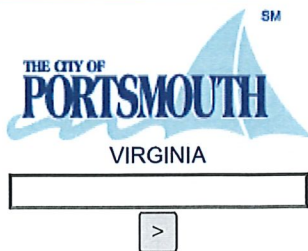
Previous:

Book:	0000	Deed Date:	03-17-14
Page:	0000	Sale Amount:	\$
Instrument #:	D140002301		

Land Information

Zoning:	NMU	Acres:	0.065
Legal Description	PTS 51 52 1121 QUEEN ST		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		
Structure Information			
Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	
Basement:		Accessory Structures:	N
Site Improvement:	N	More Specific Information:	See the Assessor's Office

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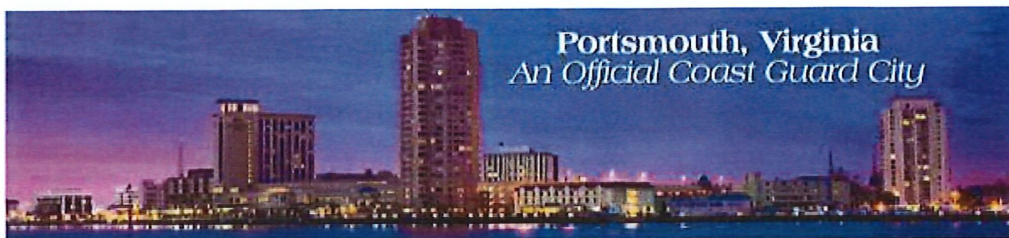
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Search Results

Sales History for the past 5 years

There is no sales information available for this property for the past 5 years.

Assessment History for the past 3 years

Year	Land	Building	Total
2020	\$ 41,880	\$ 0	\$ 41,880
2021	\$ 41,880	\$ 0	\$ 41,880
2022	\$ 41,880	\$ 0	\$ 41,880

[Click here to View the 0032 Tax Map](#)
[Click here for the Tax Map Legend](#)
[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	1125 QUEEN ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237040000	Building Type:	UNKNOWN
Map & Parcel:	00321590	Land Assessment:	\$ 41,880
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 41,880

Deed Information**Current:**

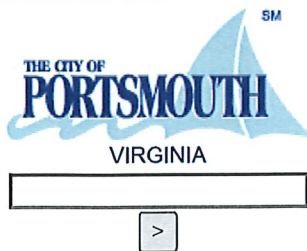
Book:	0000	Deed Date:	08-17-16
Page:	0000	Sale Amount:	\$
Instrument #:	D160008063		

Previous:

Book:	0000	Deed Date:	03-17-14
Page:	0000	Sale Amount:	\$
Instrument #:	D140002301		

Land Information

Zoning:		NMU	Acres:	0.130
Legal Description		53 PT 54 QUEEN ST		
Waterfront:		N	Lakefront:	N
Tidal Marsh:		N	Golf Course:	N
Sewer:		Y		
Structure Information				
Number of Units:	0	Date Constructed:		
Exterior Finish:		Total Square Feet (All Bldgs):		0
# of Stories:	0	# of Bathrooms:		0
Remodeled:		# of Half Baths:		0
Heat Type:		Air Conditioning:		
Basement:		Accessory Structures:		N
Site Improvement:	N	More Specific Information:		See the Assessor's Office


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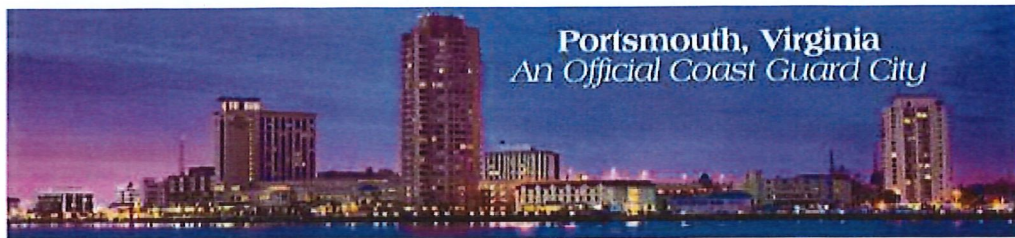
801 Crawford Street, 2nd Floor

P.O. Box 820

Portsmouth, Virginia 23705

Telephone : (757) 393-8631

Fax: (757) 393-8177

assessor@portsmouthva.gov


Real Estate Assessment Data & Tax Maps Commercial / Exempt Commercial / Industrial

[Click Here to Restart Your Search](#)
[Print in landscape mode or select "Shrink to fit"](#)
[Search Results](#)
[Sales History for the past 5 years](#)

There is no sales information available for this property for the past 5 years.

[Assessment History for the past 3 years](#)

Year	Land	Building	Total
2020	\$ 10,970	\$ 0	\$ 10,970
2021	\$ 10,970	\$ 0	\$ 10,970
2022	\$ 10,970	\$ 0	\$ 10,970

[Click here to View the 0032 Tax Map](#)
[Click here for the Tax Map Legend](#)
[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	460 PRIMROSE ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237043324	Building Type:	UNKNOWN
Map & Parcel:	00321670	Land Assessment:	\$ 10,970
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 10,970

Deed Information**Current:**

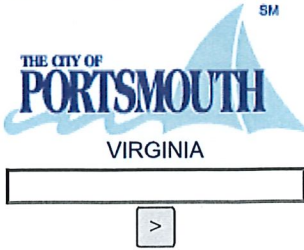
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Page:	0000	Sale Amount:	\$
Instrument #:	D160008063		

Previous:

Book:	0000	Deed Date:	03-17-14
Page:	0000	Sale Amount:	\$
Instrument #:	D140002301		

Land Information

Zoning:	NMU	Acres:	0.026
Legal Description	PT 5 DP 187 PRIMROSE ST		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		
Structure Information			
Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	
Basement:		Accessory Structures:	N
Site Improvement:	Y	More Specific Information:	See the Assessor's Office


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REAL ESTATE ASSESSOR

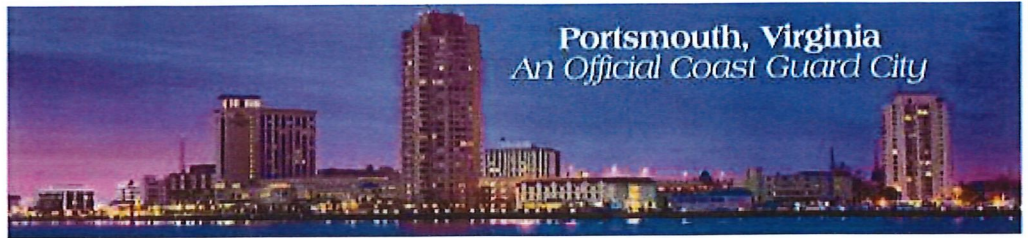
801 Crawford Street, 2nd Floor

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Portsmouth, Virginia 23705

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Real Estate Assessment Data & Tax Maps Commercial / Exempt Commercial / Industrial

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Search Results

Sales History for the past 5 years

There is no sales information available for this property for the past 5 years.

Assessment History for the past 3 years

Year	Land	Building	Total
2020	\$ 14,570	\$ 0	\$ 14,570
2021	\$ 14,570	\$ 0	\$ 14,570
2022	\$ 14,570	\$ 0	\$ 14,570

[Click here to View the 0032 Tax Map](#)
[Click here for the Tax Map Legend](#)
[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	460 PRIMROSE ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237043324	Building Type:	UNKNOWN
Map & Parcel:	00321660	Land Assessment:	\$ 14,570
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 14,570

Deed Information

Current:			
Book:	0000	Deed Date:	08-17-16
Page:	0000	Sale Amount:	\$
Instrument #:	D160008063		
Previous:			
Book:	0000	Deed Date:	03-17-14
Page:	0000	Sale Amount:	\$
Instrument #:	D140002301		

Land Information

Zoning:	NMU	Acres:	0.052
Legal Description	6 458 460 DP 187 PRIMROSE ST		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		
Structure Information			
Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	
Basement:		Accessory Structures:	N
Site Improvement:	Y	More Specific Information:	See the Assessor's Office

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VIRGINIA


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REAL ESTATE ASSESSOR

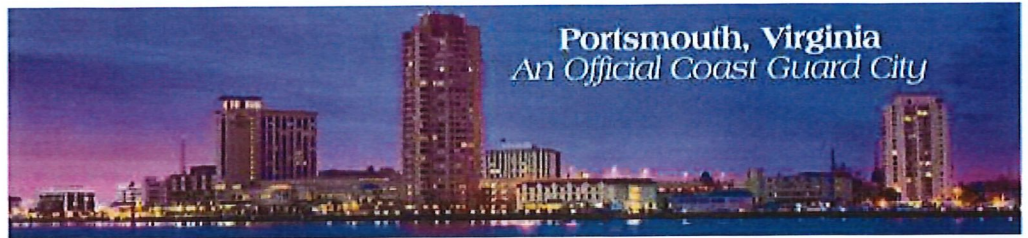
801 Crawford Street, 2nd Floor

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Portsmouth, Virginia 23705

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Real Estate Assessment Data & Tax Maps Commercial / Exempt Commercial / Industrial

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Search Results

Sales History for the past 5 years

There is no sales information available for this property for the past 5 years.

Assessment History for the past 3 years

Year	Land	Building	Total
2020	\$ 10,030	\$ 0	\$ 10,030
2021	\$ 10,030	\$ 0	\$ 10,030
2022	\$ 10,030	\$ 0	\$ 10,030

[Click here to View the 0032 Tax Map](#)
[Click here for the Tax Map Legend](#)
[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	462 PRIMROSE ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237040000	Building Type:	UNKNOWN
Map & Parcel:	00321680	Land Assessment:	\$ 10,030
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 10,030

Deed Information**Current:**

Book:	0000	Deed Date:	08-17-16
Page:	0000	Sale Amount:	\$
Instrument #:	D160008063		

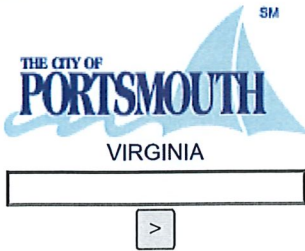
Previous:

Book:	0000	Deed Date:	03-17-14
Page:	0000	Sale Amount:	\$
Instrument #:	D140002301		

Land Information

Zoning:	NMU	Acres:	0.026
Legal Description	LOT 5 DP 187 PRIMROSE ST		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		
Structure Information			
Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	
Basement:		Accessory Structures:	N
Site Improvement:	Y	More Specific Information:	See the Assessor's Office

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REAL ESTATE ASSESSOR

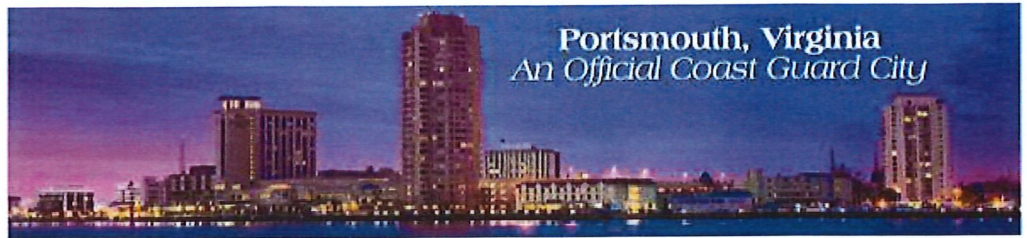
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assessor@portsmouthva.gov


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Search Results

Sales History for the past 5 years

Sales Date	Sales Price
10/01/2018	\$ 0

Assessment History for the past 3 years

Year	Land	Building	Total
2020	\$ 11,830	\$ 0	\$ 11,830
2021	\$ 11,830	\$ 0	\$ 11,830
2022	\$ 11,830	\$ 0	\$ 11,830

[Click here to View the 0032 Tax Map](#)
[Click here for the Tax Map Legend](#)
[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	466 PRIMROSE ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237043324	Building Type:	UNKNOWN
Map & Parcel:	00321690	Land Assessment:	\$ 11,830
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 11,830

Deed Information**Current:**

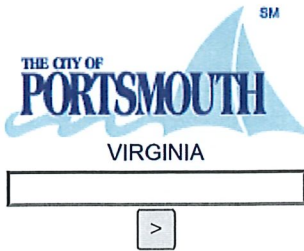
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Page:	0000	Sale Amount:	\$
Instrument #:	D180009596		

Previous:

Book:	0000	Deed Date:	10-01-01
Page:	0000	Sale Amount:	\$
Instrument #:	D013629		

Land Information

Zoning:	NMU	Acres:	0.052
Legal Description	4 PRIMROSE ST		
Waterfront:	N	Lakefront:	N
Tidal Marsh:	N	Golf Course:	N
Sewer:	Y		
Structure Information			
Number of Units:	0	Date Constructed:	
Exterior Finish:		Total Square Feet (All Bldgs):	0
# of Stories:	0	# of Bathrooms:	0
Remodeled:		# of Half Baths:	0
Heat Type:		Air Conditioning:	
Basement:		Accessory Structures:	N
Site Improvement:	N	More Specific Information:	See the Assessor's Office


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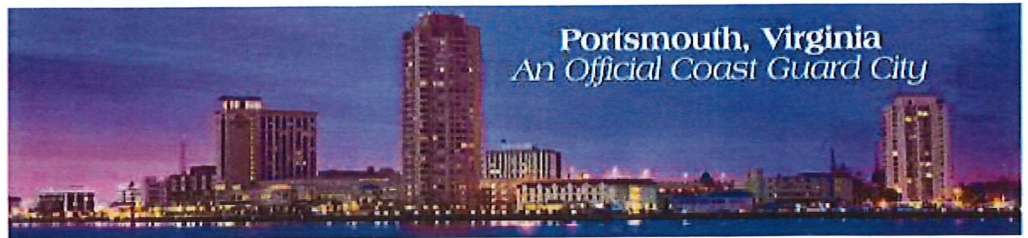
801 Crawford Street, 2nd Floor

P.O. Box 820

Portsmouth, Virginia 23705

Telephone : (757) 393-8631

Fax: (757) 393-8177

assessor@portsmouthva.gov


Real Estate Assessment Data & Tax Maps Commercial / Exempt Commercial / Industrial

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Search Results

Sales History for the past 5 years

Sales Date	Sales Price
10/01/2018	\$ 0

Assessment History for the past 3 years

Year	Land	Building	Total
2020	\$ 10,560	\$ 0	\$ 10,560
2021	\$ 10,560	\$ 0	\$ 10,560
2022	\$ 10,560	\$ 0	\$ 10,560

[Click here to View the 0032 Tax Map](#)
[Click here for the Tax Map Legend](#)
[Click here to View the GIS Map of this property in a new window.](#)
General Information

Address:	470 PRIMROSE ST	Property Type:	EXEMPT COMMERCIAL
Zip Code:	237040000	Building Type:	UNKNOWN
Map & Parcel:	00321700	Land Assessment:	\$ 10,560
Zoning:	NMU	Bldg Assessment:	\$
Neighborhood:	COMMERCIAL DISTRICT 2	Total Assessment:	\$ 10,560

Deed Information**Current:**

Book:	0000	Deed Date:	10-01-18
Page:	0000	Sale Amount:	\$
Instrument #:	D180009596		

Previous:

Book:	0000	Deed Date:	10-01-01
Page:	0000	Sale Amount:	\$
Instrument #:	D013629		

Land Information

Zoning:		NMU	Acres:	0.036
Legal Description		PT 3 470 PRIMROSE		
Waterfront:		N	Lakefront:	N
Tidal Marsh:		N	Golf Course:	N
Sewer:		Y		
Structure Information				
Number of Units:	0	Date Constructed:		
Exterior Finish:		Total Square Feet (All Bldgs):	0	
# of Stories:	0	# of Bathrooms:	0	
Remodeled:		# of Half Baths:	0	
Heat Type:		Air Conditioning:		
Basement:		Accessory Structures:	N	
Site Improvement:	N	More Specific Information:	See the Assessor's Office	

Tab F:

RESNET Rater Certification (MANDATORY)

RESNET Rater Certification of Development Plans

Deal Name Bains Pointe

Deal Address 1100 High Street, Portsmouth, VA 23704

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.

- X ☐ **Earthcraft Certification** – The development's design meets the criteria to obtain Viridian'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 development's construction type to obtain certification.

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

Printed Name Stacey Smith 3/14/23
RESNET Rater Date

Signature 

Resnet Provider Agency Viridiant

Signature 

Provider Contact & Phone/Email Sean Shanley
(804)225-9843 / sean.shanley@viridiant.org

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: vwYoymVL

HERS® Index Score:

60

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

Annual Savings

\$763

*Relative to an average U.S. home

Home:

1100 High Street
Portsmouth, VA 23704

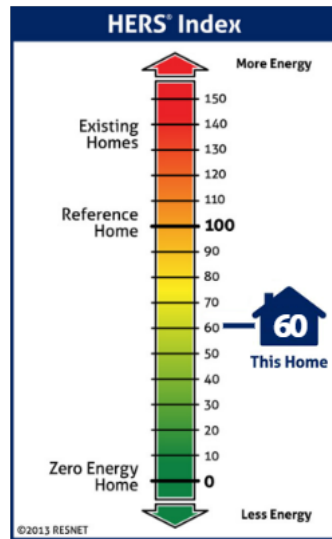
Builder:

Woda Construction, Inc

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2BR Corner, bottom
Community:	N/A
Conditioned Floor Area:	922 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	31.723 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridian

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 8:59 AM



Ekotrope RATER - Version:4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: LXEGWr9d

HERS® Index Score:

55

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

Annual Savings

\$829

*Relative to an average U.S. home

Home:

1100 High Street
Portsmouth, VA 23704

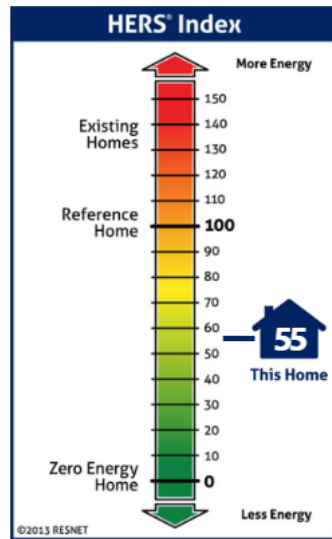
Builder:

Woda Construction, Inc

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2BR Corner, top
Community:	N/A
Conditioned Floor Area:	922 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	31.723 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridian

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 8:59 AM



Ekotrope RATER - Version:4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: dmaQGnMd

HERS® Index Score:

58

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

Annual Savings

\$743

*Relative to an average U.S. home

Home:

1100 High Street
Portsmouth, VA 23704

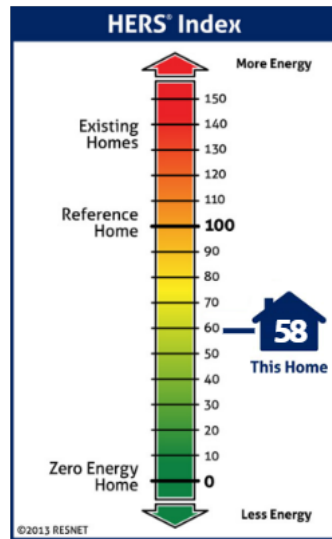
Builder:

Woda Construction, Inc

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2BR, bottom
Community:	N/A
Conditioned Floor Area:	922 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	31.723 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 8:59 AM



Ekotrope RATER - Version:4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: dNBJOn3d

HERS® Index Score:

55

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

Annual Savings

\$815

*Relative to an average U.S. home

Home:

1100 High Street
Portsmouth, VA 23704

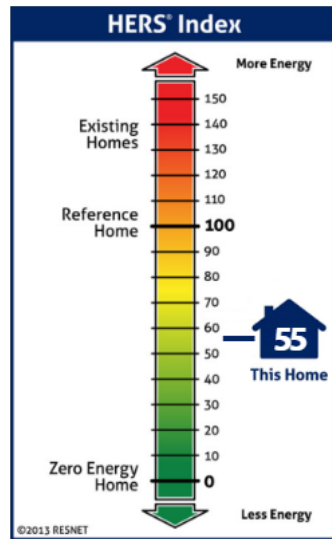
Builder:

Woda Construction, Inc

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2BR, top
Community:	N/A
Conditioned Floor Area:	922 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	31.723 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridian

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 8:59 AM



Ekotrope RATER - Version:4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: dNBJWKOd

HERS® Index Score:

58

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

Annual Savings

\$945

*Relative to an average U.S. home

Home:

1100 High Street
Portsmouth, VA 23704

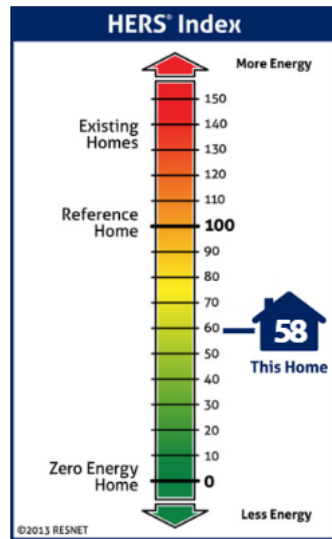
Builder:

Woda Construction, Inc

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3BR end, bottom
Community:	N/A
Conditioned Floor Area:	1,155 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	41.553 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-24
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridian

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 8:59 AM



Ekotrope RATER - Version:4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-08

Registry ID:

Ekotrope ID: dxmVjO8v

HERS® Index Score:

54

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

Annual Savings

\$1,025

*Relative to an average U.S. home

Home:

1100 High Street
Portsmouth, VA 23704

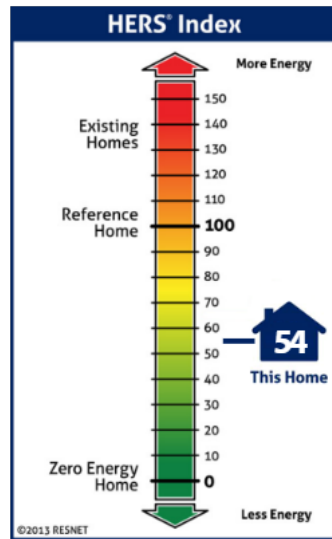
Builder:

Woda Construction, Inc

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3BR end, top
Community:	N/A
Conditioned Floor Area:	1,155 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	41.553 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-24
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridian

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater

Digitally signed: 3/15/23 at 8:59 AM



Ekotrope RATER - Version:4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.



Project Name: Bains Pointe
Construction Type: New Construction
Energy Efficiency Path: ENERGY STAR

Unit Type	Quantity	HERS	ENERGY STAR Target
2BR Corner, Top	1	55	63
3BR, End, Top	3	54	63
2BR, Top	9	55	67
2BR Corner, Bottom	2	60	65
3BR, End, Bottom	8	58	65
2BR, Bottom	27	58	70
Projected Project HERS - Weighted Average		57	

Tab G:

Zoning Certification Letter (MANDATORY)



**Hoggard-Eure
Associates P.C.**
ENGINEERS SURVEYORS PLANNERS

252-484-1670 • Fax: 252-484-7498 • 901 PostCentre Parkway, Suite 5 • Portsmouth, Virginia 23704

T. Zoning Certification

Zoning Certification

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

General Instructions:

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

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



**Hoggard-Eure
Associates P.C.**
ENGINEERS SURVEYORS PLANNERS

257-484-1670 • Fax: 257-484-7498 • 901 FortCentre Parkway, Suite 5 • Portsmouth, Virginia 23704

Zoning Certification

Date 03/16/2023

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development Bains Pointe

Name of Owner/Applicant Bains Pointe Limited Partnership

Name of Seller/Current Owner Economic Development Authority of the City of Portsmouth, Virginia

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
1100 High St
Portsmouth, VA 23704

Legal Description
See Attachment

Proposed Improvements

☒ New Construction: 50 #Units 1 #Buildings 60,323 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.



**Hoggard-Eure
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Current Zoning: NMU - Neighborhood Mixed Use allowing a density of 12 units per acre, and the following other applicable conditions:
Use Permit # UP-22-21 to construct a 50-unit four story multi-family dwelling on approximately 1.82 acres at a density of 27 units per acre received approval from Portsmouth City Council on 02.14.2023.

Other Descriptive Information

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.

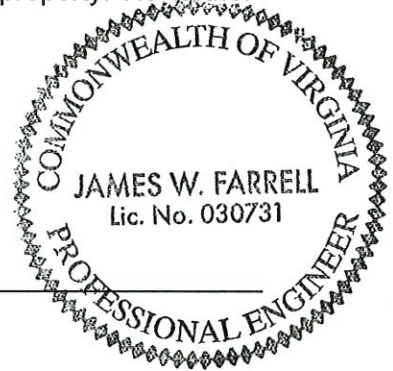
Date 03/16/2023

Signature *James Farrell*

Printed Name James Farrell

Title of Local Official or Civil Engineer Project Manager

Phone (757) 484-9670



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.



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1100 High Street

(Tax Parcel 0032-1520)

466 Primrose Street

(Tax Parcel 0032-1690)

470 Primrose Street

(Tax Parcel 0032-1700)

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, situate in the City of Portsmouth, Virginia, and being bounded and described as follows, to-wit:

BEGINNING at the northwest intersection of Primrose Street and High Street and from thence running west along High Street eighty (80) feet; thence north and parallel with Primrose Street one hundred thirteen (113) feet; thence east and parallel with High Street eighty (80) feet to Primrose Street; thence south along Primrose Street one hundred thirteen (113) feet to the point of beginning and is composed of Lots One (1), Two (2), Three (3), and Four (4) on the Plat of the Wilson property sold by L. Hermanson and John Neely, duly recorded in the Clerk's Office of the Circuit Court for the City of Chesapeake, Virginia in Map Book 2, pages 30 and 31.

IT BEING all that certain property conveyed by Deed of Bargain and Sale from Portsmouth Redevelopment and Housing Authority to Economic Development Authority of the City of Portsmouth, Virginia by Deed of Bargain and Sale dated September 21, 2018 and recorded in the Portsmouth Circuit Court Clerk's Office as Instrument Number 180009596.



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1116 High Street

(Tax Parcel 0032-1530)

ALL THAT certain lot, piece or parcel of land, lying, situate and being on the North side of High Street and the South side of Queen Street, in the City of Portsmouth, Virginia, together with the buildings and improvements thereon and the appurtenances thereunto appertaining more particularly bounded and described as follows, to-wit: BEGINNING at a point in the Northern line of High Street which is distant One Hundred Seventy-Five (175) feet in an Easterly direction along said Northern line from its intersection with the Eastern line of Elm Avenue (formerly Cooke Street) and from said point of beginning running thence Easterly along said Northern line of High Street a distance of One Hundred Twenty-Five (125) feet to a point; thence Northerly and parallel with the Eastern line of Elm Avenue a distance of Two Hundred Twenty-Six (226) feet to a point in the Southern line of Queen Street; thence in a Westerly direction along the said Southern line of Queen Street a distance of Seventy-Five (75) feet to a point; thence Southerly and parallel with the Eastern line of Elm Avenue a distance of One Hundred Thirteen (113) feet to a point; thence Westerly and parallel with Queen Street a distance of Twenty-Five (25) feet to a point; thence Northerly and parallel with the Eastern line of Elm Avenue a distance of One Hundred Thirteen (113) feet to a point in the Southern line of Queen Street; thence Westerly along said Southern line of Queen Street a distance of Twenty-Five (25) feet to a point; and thence Southerly and parallel with Elm Avenue a distance of Two Hundred Twenty-Six (226) feet to the point of beginning aforesaid.

IT BEING labeled Parcel Three (second of three) in that certain Deed of Bargain and Sale from Southern Bank and Trust Company to Economic Development Authority of the City of Portsmouth dated August 15, 2016 and recorded in the Portsmouth Circuit Court Clerk's Office as Instrument Number 160008063.



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1130 High Street

(Tax Parcel 0032-1580)

(1) ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Portsmouth, State of Virginia, and more particularly bounded and described as follows, to-wit: Beginning at a point at the Southeast intersection of Elm Avenue and Queen Street, and thence running East along the South side of Queen Street One Hundred Thirteen (113) feet to a point; thence South and parallel with Elm Avenue Forty (40) feet to a point; thence West and parallel with Queen Street One Hundred Thirteen (113) feet to a point on the Eastern side of Elm Avenue; thence North Forty (40) feet to the point of beginning.

LESS, SAVE AND EXCEPT that portion of the property described above conveyed to the Portsmouth Redevelopment and Housing Authority by deed dated February 22, 1999 and recorded March 2, 1999 in the Portsmouth Circuit Court Clerk's Office in Deed Book 1252 at page 768.

(2) ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Portsmouth, Virginia, and more particularly bounded and described as follows, to-wit: BEGINNING at the intersection of the North right-of-way line of High Street with the East right-of-way line of Elm Avenue; thence East along the North right-of-way line of High Street One Hundred Seventy-Five (175) feet to a pin; thence North parallel to Elm Avenue One Hundred Thirteen (113) feet to a pin; thence West parallel to High Street Fifty (50) feet to a pin; thence North parallel to Elm Avenue One Hundred Thirteen (113) feet to a pin in the South right-of-way line of Queen Street; thence West along the South right-of-way line of Queen Street Twelve (12) feet to a point for corner; thence South parallel with Elm Avenue Forty (40) feet to a point for corner; thence West parallel to High Street One Hundred Thirteen (113) feet to a pin in the East right-of-way line of Elm Avenue; thence South



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along the East right-of-way line of Elm Avenue One Hundred Eighty-Six (186) feet to the point and place of beginning.

LESS, SAVE AND EXCEPT that portion of the above described property conveyed to the Portsmouth Redevelopment and Housing Authority by deed dated February 22, 1999 and recorded March 2, 1999 in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 1252 at page 768.

IT BEING Parcels One and Two in that certain Deed of Bargain and Sale from Southern Bank and Trust Company to Economic Development Authority of the City of Portsmouth dated August 15, 2016 and recorded in the Portsmouth Circuit Court Clerk's Office as Instrument Number 160008063.

1121 Queen Street
(Tax Parcel 0032-1610)

ALL THAT certain piece or parcel of land, with the buildings and improvements thereon, situate in the City of Portsmouth, Virginia, known as numbered 1121 Queen Street, (previously erroneously stated as being at "1112 Queen" in prior deed) bounded and described as follows, to-wit: Beginning at a point on the South side of Queen Street Two Hundred (200) feet from the Southeast intersection of Elm Avenue (formerly Cooke Street) and Queen Streets; thence South One Hundred Thirteen (113) feet; thence East Twenty-Five (25) feet; thence North One Hundred Thirteen (113) feet to Queen Street; and thence West along Queen Street Twenty-Five (25) feet to the point of beginning.

IT BEING labeled Parcel Three (third of three) in that certain Deed of Bargain and Sale from Southern Bank and Trust Company to Economic Development Authority of the City of Portsmouth dated August 15, 2016



and recorded in the Portsmouth Circuit Court Clerk's Office as Instrument Number 160008063.

1125 Queen Street
(Tax Parcel 0032-1590)

ALL THAT certain lot or parcel of land, with the buildings and improvements thereon and with its appurtenances thereunto situate in the City of Portsmouth, Virginia, and bounded and described as follows, to-wit: BEGINNING on the South side of Queen Street at a point distant One Hundred Twenty-Five (125) feet East from the Southeast intersection of Elm Avenue and Queen Streets and thence running East along Queen Street Fifty (50) feet; thence South One Hundred Thirteen (113) feet; thence West Fifty (50) feet; and thence North One Hundred Thirteen (113) feet to the point of beginning.

IT BEING labeled Parcel Three (first of three) in that certain Deed of Bargain and Sale from Southern Bank and Trust Company to Economic Development Authority of the City of Portsmouth dated August 15, 2016 and recorded in the Portsmouth Circuit Court Clerk's Office as Instrument Number 160008063.

460 Primrose Street
(Tax Parcels 0032-1660 and 1670)

462 Primrose Street
(Tax Parcel 0032-1680)

ALL THAT certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situate in the City of Portsmouth, Virginia, and more particularly described as follows, to-wit: Disposition



Parcel 187 as shown on that certain plat entitled, "Plat Showing Survey of Disposition Parcel 187, Crawford Urban Renewal Project for Portsmouth Redevelopment and Housing Authority, Portsmouth, Virginia," prepared by AML Surveying, Land Surveying & Planning, Portsmouth, Virginia, dated December 22, 1997.

IT BEING Parcel Four in that certain Deed of Bargain and Sale from Southern Bank and Trust Company to Economic Development Authority of the City of Portsmouth dated August 15, 2016 and recorded in the Portsmouth Circuit Court Clerk's Office as Instrument Number 160008063.

AND ALL OF THE ABOVE TOGETHER WITH all right, title and interest of Evans Electric Company, a Virginia corporation, if any, in and to former streets, alleys, rights-of-way or other public thoroughfares, or portions thereof, abutting the above described parcels and closed by the appropriate governmental authority

Tab H:

Attorney's Opinion (MANDATORY)

Attorney's Opinion Letter

Date: March 16, 2023

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: Bains Pointe

Name of Owner: Bains Pointe Limited Partnership

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 3/16/2023 (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 Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

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

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("**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.

RENO & CAVANAUGH^{PLLC}

By



Efrem Levy, Esq.

Title: Member, Reno & Cavanaugh, PLLC

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)

Nonprofit Questionnaire

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

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

1. General Information

- a. Name of development Bains Pointe
- b. Name of owner/applicant Bains Pointe Limited Partnership
- c. Name of nonprofit entity Bay Aging
- d. Address of principal place of business of nonprofit entity
5306 Old Virginia Street, P.O. Box 610, Urbanna, VA 23175

Indicate funding sources and amount used to pay for office space
\$10,000 per month. This cost is treated as an indirect cost of the Agency, and therefore charged proportionately across multiple funding sources.

- e. Tax exempt status ☒ 501(c)(3) ☐ 501(c)(4) ☐ 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) 6/26/1978
Evidenced by the following documentation Certificate of Incorporation issued by the Virginia State Corporation Commission
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) January 11, 1980
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) Bay Aging's by-laws state, among other purposes, "to improve the quality of life in the communities served by the corporation by supporting the provision of housing and housing support services that provide them with decent and affordable housing." Bay Aging's Articles of Incorporation reiterate this purpose.
- i. Expected life (in years) of nonprofit Perpetual. The nonprofit plans to continue its 45 years of operation.

Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:
Bay Aging plans to continue offering affordable housing, public transportation, and health-based human services that address social determinants of health and support independent community living.
- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 171
How many part time, paid staff members? 150
Describe the duties of all staff members:
Staff duties vary greatly depending on which company division or program. Divisions include Bay Health (Active Lifestyle Centers, Veterans Services, Adult Day Care, Meals on Wheels, Care Coordination, Home Care, etc.), Bay Transit (demand response public transportation), and Bay Housing (affordable single family and multifamily housing, property management, resident service coordination, Housing Choice Voucher and homeless solutions).
- l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?
☐ YES ☒ NO If yes, explain in detail: _____

- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?
Bay Aging currently has 638 actively registered volunteers.
- n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.
Bay Health (Older Americans Act, Medical Reimbursement, State of Virginia Special Appropriations), Bay Transit (Federal Transit Administration, Virginia Department of Rail & Public Transportation, Local Gov't, Rider Fares), Bay Housing (HUD Section 202, CDBG, HOME, Dept of Energy, LIHEAP, VH SPARC, REACH & LIHTC, Southeast RCAP, Federal Home Loan Bank of Atlanta)
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses Attached and available upon request.

Appendices continued

2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: The Northern Neck-Middle Peninsula Area Agency on Aging, Inc., subsequently named Chesapeake Bay Agency on Aging, Inc. (now Bay Aging), was organized in June, 1978, as a private, nonprofit tax-exempt organization serving several counties. In recent years, Bay Aging has expanded some services to Hampton Roads (Portsmouth), statewide and in other states.
- b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?
- ☒ YES ☐ NO If yes, explain in detail: Bay Aging was affiliated with for profit Bay Custom Homes, Inc. The entity served as a general contractor specializing in single family modular homes. It was formed in 2004 and dissolved in 2011 due to lack of profitability. Bay Aging has a 10% capital interest in twelve previously-funded LIHTC developments. Please see Schedule A for Bay Aging to view a list of developments.
- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?
- ☐ YES ☒ NO If yes, explain in detail: _____

- d. Does any for-profit organization or local housing authority have the right to make such appointments?
- ☐ YES ☒ NO If yes, explain in detail: _____

- e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?
- ☐ YES ☒ NO If yes, explain in detail: _____

- f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?
- ☐ YES ☒ NO

Appendices continued

- g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) The non-profit has operated a variety of community based, private and public grant-funded programs that achieve such goals as affordable housing production, operation, and resident service coordination, public transportation and community-based supportive services.
The non-profit also has a related non-profit called Bay Aging Foundation and Chesapeake Bay Housing, Inc.
- h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.
Please see attachment.
-
-

3. Nonprofit Involvement

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

☒ YES ☐ NO

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

☒ YES ☐ NO

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

☐ YES ☒ NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest
Bay Aging is a member of Bains Pointe Limited Partnership with 10% ownership interest.

- b. (i) Will the nonprofit be the managing member or managing general partner?

☐ YES ☒ NO If yes, where in the partnership/operating agreement is this provision specifically referenced?

- (ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest? ☐ YES ☒ NO

Appendices continued

- c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity? ☒ YES ☐ NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?
Section 20 of the partnership agreement and Right of First Refusal.

- ☒ Recordable agreement attached to the Tax Credit Application as TAB V?

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

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

☐ YES ☒ NO If yes,

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

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

- (iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture? ☐ YES ☒ NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :
-
-
-

Appendices continued

- e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

Bains Pointe was conceived based on direct need from the City of Portsmouth for more affordable housing.

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

Please see the attached organizational chart which includes all general partners/managing members and their relative percentages of interest in the development.

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

Bay Aging's participation is limited to the right of first refusal.

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? ☒ YES ☐ NO If yes,

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

The principals of Bains Pointe Limited Partnership are also the principals of Woda Cooper Development, Inc. (the Developer), Woda Management & Real Estate, LLC (the Property Manager), and Woda Construction, Inc. (the General Contractor).

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

Bay Aging has been a long term partner with Woda Cooper Development, Inc. throughout Virginia. Woda Cooper reached out to Bay Aging many years ago to discuss a partnership in order to develop affordable housing.

Appendices continued

- i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? ☒ YES ☐ NO If yes, explain the amount and source of the funds for such payments.

\$32,000 from the developer fee.

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

The \$32,000 will be paid once the property has achieved 100% occupancy.

- k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

☐ YES ☒ NO If yes, explain:

- l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

☐ YES ☒ NO If yes, explain:

Appendices continued

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

No personal (including family) relationships, relative to this project, exist.

- n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development? ☐ YES ☒ NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

Bay Aging consistently partners with Senior Services of Southeastern Virginia, the state of Virginia-designated Area Agency on Aging serving the Planning District 23 portion south of the James River, including Portsmouth.

Bay Aging formed and operates a statewide Community Care Hub, formerly known as a Community Integrated Health Network, funded by federal-level Administration for Community Living. This directly serves Portsmouth.

While these services aren't anticipated to be provided, they are available in the residents, if needed.

4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?
☒ YES ☐ NO

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

Bay Aging provides services and partners with community-based organizations throughout the State of Virginia including Greater Fredericksburg, Greater Richmond, Greater Portsmouth, the Northern Neck, the Middle Peninsula, the Eastern Shore and Hampton Roads. The proposed project is located in this service area.

- c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)? ☒ YES ☐ NO

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

Bay Aging is involved in the Portsmouth community. Bay Aging formed and operates a statewide Community Care Hub, formerly known as a Community Integrated Health Network, funded by federal-level Administration for Community Living. This directly serves Portsmouth. Additionally, Bay Aging is 10% owner of a LIHTC development in Portsmouth, VA named Holley Pointe. The ownership and services will continue at the property throughout the compliance period.

Appendices continued

- d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing? ☐ YES ☒ NO If yes, explain
Although Bay Aging's by-laws do not provide a formal process, all of the company's affordable housing programs have in place a formal process for client and community design, input, and/or communication/information sharing
As a Commonwealth of Virginia designated Community Action Agency, the Board of Directors must include at least one-third (1/3) of members representing low-income.
- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?
☒ YES ☐ NO
- f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
☒ YES ☐ NO If yes, explain:
On a periodic or annual basis, Bay Aging received financial contributions from local governments (cities and counties), private foundations, individual donors, and businesses. The company also receives significant financial support from funders such as VH, HUD, DHCD, VDA, VA and FTA.
- g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? ☐ YES ☒ NO
If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:
- h. Are at least 33% of the members of the board of directors representatives of the community being served? ☒ YES ☐ NO If yes,
(i) Low-income residents of the community? ☐ YES ☒ NO
(ii) Elected representatives of low-income neighborhood organizations? ☒ YES ☐ NO
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?
☒ YES ☐ NO

Appendices continued

- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? ☒ YES ☐ NO If yes, explain the meeting schedule:

Board meetings are held bi-monthly beginning in January and usually on the fourth Thursday of the meeting month. These meetings have been primarily conducted via Zoom since the start of the COVID-19 pandemic. Zoom has allowed for even greater opportunities for the public to participate in meetings.

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

- l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses? ☒ YES ☐ NO If yes, explain in detail:

Although no state or local funds received are for the exclusive purpose of supporting overhead and operating expenses, reasonable portions may be used for administrative purposes.

- m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

☐ YES ☒ NO If yes, explain:

- n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? ☒ YES ☐ NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

Please see attached list.

Appendices continued

- o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? ☐ YES ☒ NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

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

- q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

☒ YES ☐ NO If yes, explain:

Bay Aging has received housing funds from Virginia Housing and Virginia DHCD for a variety of projects over the years. Bay Aging can provide a list of our housing programs that have received funding upon request.

- r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

☐ YES ☒ NO If yes, explain the need identified:

- s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

☐ YES ☒ NO If yes, explain the plan:

Appendices continued

5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

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

Date 3/10/2023

Owner/Applicant Bains Pointe Limited Partnership

By 

Its Authorized Representative
Title

Date 03/15/2023

Bay Aging
Nonprofit

By 
Board Chairman

By 
Executive Director

Nonprofit Questionnaire
Bay Aging

2. Nonprofit Formation

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

Bay Aging Foundation

- date of legal formation: 12/18/2002
- date of IRS 501(c)(3): 04/05/2004
- expected life: in perpetuity.
- charitable purposes: To support Bay Aging, A Virginia corporation (FEIN 54-1085032), in providing services to the individuals, families and communities it serves by attracting diverse funding sources and making such disbursements as are appropriate in carrying out such purpose.
- relationship to the non-profit: Created by Bay Aging as a supporting organization as defined in Section 509(c)(3); of the Internal Revenue Code.

Chesapeake Bay Housing, Inc.

- date of legal formation: 10/19/1993
- date of IRS 501(c)(3): 03/19/1999
- expected life: in perpetuity.
- charitable purposes: The Corporation is organized and shall be operated exclusively for charitable and educational purposes including, but not limited to, the provision and operation of decent, safe, sanitary, and affordable housing and related supportive services for low income individuals.
- relationship to the non-profit: The corporation has one member, Bay Aging, a Virginia nonstock, nonprofit corporation. Formerly named Rappahannock Housing Services, Inc., Chesapeake Bay Housing, Inc. is currently a Virginia Department of Housing and Community Development-certified Community Housing Development Organization (CHDO).

Bay Aging Apartments Colonial Beach, Inc.

- date of legal formation: 01/05/1996
- date of IRS 501(c)(3): 03/15/1996
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for,

a 33-unit rental housing facility in Colonial Beach, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Colonial Beach, Inc.

Bay Aging Apartments West Point, Inc.

- date of legal formation: 01/22/1997
- date of IRS 501(c)(3): 03/13/1997
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 27-unit rental housing facility in West Point, VA controlled by the single-purpose owner corporation, Bay Aging Apartments West Point, Inc.

Bay Aging Apartments Gloucester, Inc.

- date of legal formation: 02/26/1999
- date of IRS 501(c)(3): 05/06/1999
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 64-unit rental housing facility in Gloucester, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Gloucester, Inc.

Bay Aging Apartments Montross, Inc.

- date of legal formation: 01/18/2000

- date of IRS 501(c)(3): 07/03/2000
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 24-unit rental housing facility in Montross, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Montross, Inc.

Bay Aging Apartments Kilmarnock, Inc.

- date of legal formation: 01/17/2002
- date of IRS 501(c)(3): 05/01/2002
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 22-unit rental housing facility in Kilmarnock, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Kilmarnock, Inc.

Bay Aging Apartments Middlesex, Inc.

- date of legal formation: 01/22/2003
- date of IRS 501(c)(3): 09/24/2003
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.

- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness, and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 25-unit rental housing facility in Urbanna, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Middlesex, Inc.

Bay Aging Apartments Westmoreland, Inc.

- date of legal formation: 03/17/2004
- date of IRS 501(c)(3): 11/09/2004
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 24-unit rental housing facility in Montross, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Westmoreland, Inc.

Bay Aging Apartments JCC, Inc.

- date of legal formation: 02/23/2005
- date of IRS 501(c)(3): 09/14/2006
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to

the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness, and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a nonprofit basis.

- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 67-unit rental housing facility in Williamsburg, VA controlled by the single-purpose owner corporation, Bay Aging Apartments JCC, Inc.

Non-profit Questionnaire

Attachment Name of Development: Bains Pointe

4. Virginia and Community Activity

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

1. Warsaw Manor Apartments; Warsaw, VA; Application - March 2012 (funded); Non-profit partner (10% ownership); Principals- SEGM VA, LLC; GEM Management, Inc.; 8609 issued 09/12/14.
2. Brennan Pointe; Newport News, VA; Application - March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016; 8609 issued 12/20/2017.
3. The Banks at Berkley; Norfolk, VA; Application – March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016; 8609 issued 02/08/2018.
4. Academy Apartments, West Point, VA; Application – March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 10/05/2016; 8609 issued 08/28/2018.
5. Village Green, Gloucester, VA; Application - March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 12/06/2016; 8609 issued 07/19/2018.
6. Timberland Park, Charlottesville, VA; Application – March 2016 (funded); Non-profit partner (10% ownership); Principals – Around the Curve LLC; Southeastern Housing Preservation, Inc.; Placed in service 12/26/2018; 8609 issued 08/5/2019.
7. Brennan Pointe II; Newport News, VA; Application - March 2016 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; Placed in service 10/31/2018; 8609 issued 6/21/2019.
8. Bermuda Crossing, Chesterfield County, VA; Application – March 2017 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; Credits returned by for-profit developer partner.
9. Freedman Point; Hopewell, VA; Application - March 2017 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; Placed in service 11/21/2019; 8609 issued on 5/12/21.
10. Daffodil Gardens Phase Two; Gloucester County, Virginia; Application – March 2017 (funded) and March 2019 10% additional credit request (funded); Sole Member of Chesapeake Bay Housing, Inc. which is the sole member of Daffodil Gardens Phase Two, LLC; Principals – Chesapeake Bay Housing, Inc.; units not yet placed in service and 8609 not yet processed.
11. Bickerstaff Crossing; Henrico, Virginia; Application – March 2018 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; units not yet placed in service and 8609 not yet processed.
12. Holley Pointe; Portsmouth, Virginia; Application – March 2019 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities LLC; Placed in service 1/1/2021 and 8609 not yet processed.
13. Lambert Landing; Chester, Virginia; Application – March 2020 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities LLC; units not yet placed in service and 8609 not yet processed.

LIST OF BAY AGING BOARD OF DIRECTORS – FISCAL YEAR 2023

Total number of board members, as stated in current bylaws: 15.

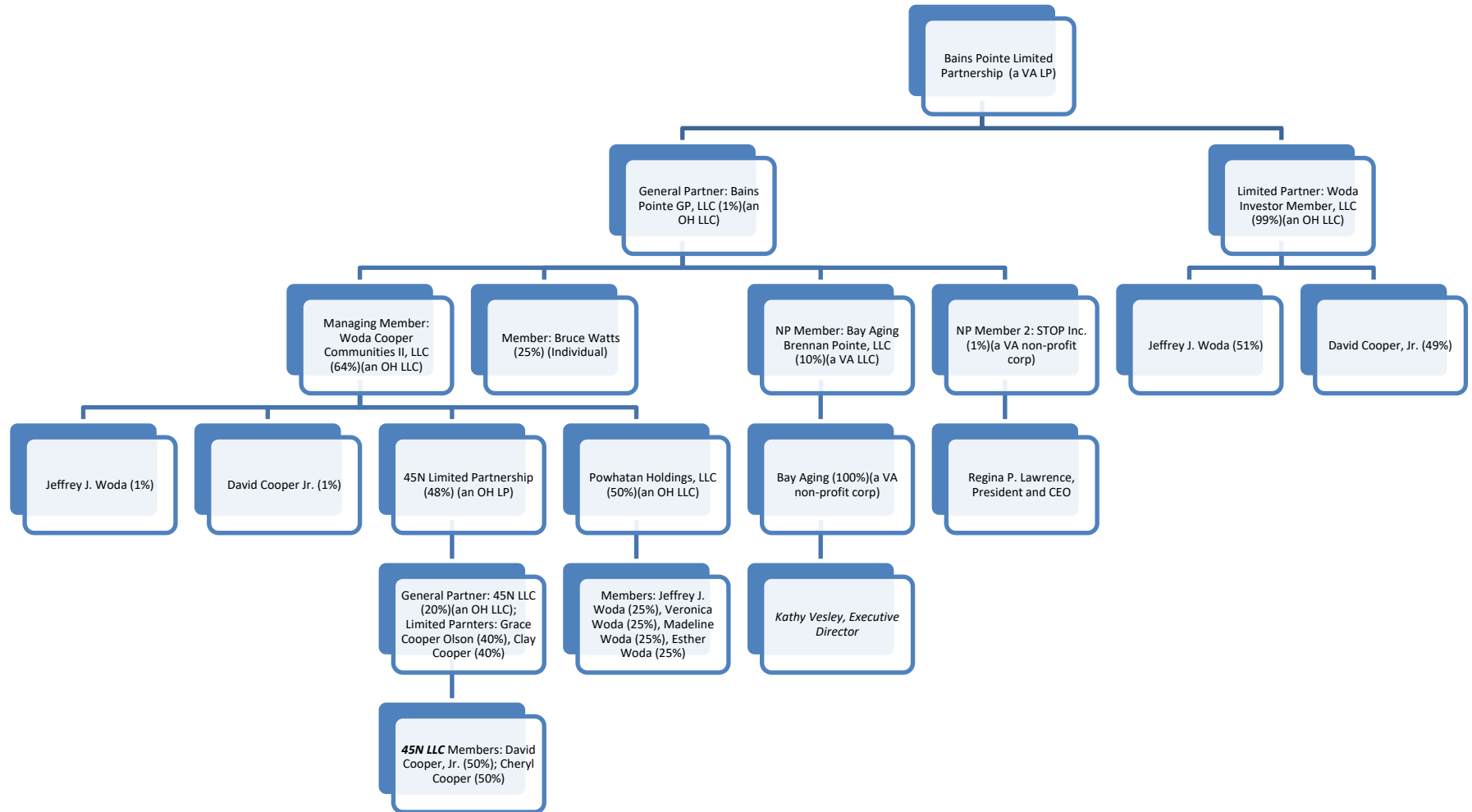
<u>REPRESENTATIVES OF ELECTED PUBLIC OFFICIALS</u>		<u>REPRESENTATIVES OF LOW INCOME FAMILIES</u>		<u>REPRESENTATIVES OF THE PRIVATE SECTOR</u>	
Total # seats: 5		Total # seats: 5		Total # seats: 5	
Name:	Ron Saunders	Name:	James N. Carter, Jr.	Name:	Charles Adkins, Esq.
Representing:	Gloucester County	Elected by:	Tartan Citizens Group	Representing:	King & Queen County
Address:	P.O. Box 691 Gloucester, VA 23061	Address:	P.O. Box 300 Irvington, VA 22480	Address:	2211 Royal Oak School Rd Shacklefords, VA 23156
Term:	10/01/2021 – 09/30/2026	Term:	10/01/2020-09/30/2025	Term:	10/01/2019-09/30/2024
Retired Virginia Dominion Power, Community Relations; active in community, civic organization, and foundation		Works with Foundation at Rappahannock General Hospital; active community vol.		King & Queen Co. Commonwealth Attorney; active community volunteer.	
Name:	Karen Lewis	Name:	James Dudley	Name:	Reverend Athilla Maria Harris
Representing:	Westmoreland County	Elected by:	Port Town Village Citizens Group	Representing:	King William County
Address:	P.O. Box 1000 Montross VA 22520	Address:	244 Ridge Rd Hartfield, VA 23071	Address:	1796 E. River Road King William VA 23086
Term:	10/01/2019-09/30/2024	Term:	03/20/2019-09/30/2024	Term:	10/01/2023-09/30/2028
Assistant County Administrator and community volunteer/advocate		Retired Director of McGuire Veterans Medical Center; Retired Director of Medical Services for the Paralyzed Veterans of America; Vestry governing board of his Church		Reverend; active in her community and advocate for people with disabilities	
Name:	Bruce Craig	Name:	William E. “Bill” Doyle	Name:	Cynthia Talcott
Representing:	Northumberland County	Elected by:	Northumberland Active Lifestyle Center Members	Representing:	Richmond County
Address:	229 Greenway Plain Heathsville, VA 22473	Address:	188 Orapax Rd Kilmarnock, VA 22482	Address:	285 Wood Duck Lane Farnham VA 22460
Term:	05/12/2022-09/30/2027	Term:	11/13/2020 – 09/30/2025	Term:	10/01/2019-09/30/2024
Retired from the Administration on Aging, a component of the Administration for Community Living; active volunteer through numerous organizations		Retired from a career in banking; Retired Vice President of Finance and Admin Services at Rappahannock Community College; Active in civic organizations and LEAD River Counties		Retired, worked with adults with disabilities in supported employment programs; active community volunteer	
Name:	Vera Lee	Name:	Belinda Johnson	Name:	Sieglende “Lynda” Smith
Representing:	Lancaster County	Elected by:	The Meadows Citizens Group	Representing:	Mathews County
Address:	P.O. Box 542 Kilmarnock, VA 22482	Address:	P.O. Box 1000 Montross, VA 22520	Address:	548 Main Street Mathews, VA 23109
Term:	10/01/2019 – 09/30/2024	Term:	03/13/2022 – 09/30/2027	Term:	10/01/2020-09/30/2025
Assistant to Children’s Library Director in Lancaster; Previous Director of Wellness, Child Care/Teen Center at Northern Neck YMCA; worked in Oncology at Rappahannock General Hospital for 20 years.		Works for Westmoreland Co.; advocate for the disenfranchised; volunteers through several civic organizations		Retired IT professional on Wall Street; Active member of Mathews Co. CERT and active community volunteer.	
Name:	Robert Wilbanks	Name:	Barry L. Gross, M.D.	Name:	Stanley Clarke
Representing:	Middlesex County	Elected by:	Gloucester Active Lifestyle Center Members	Representing:	Essex County
Address:	77 Wares Bridge Rd Church View, VA 23032	Address:	1602 York River Dr. Gloucester Point, VA 23062	Address:	P.O. Box 955 Tappahannock VA 22560
Term:	12/07/2021 – 09/30/2024	Term:	3/22/2023-9/30/2028	Term:	10/01/2023 – 09/30/2028
VP of IT at LifeSpire of Virginia; non-profit board/volunteerism experience; interested in the betterment of the community.		Practicing physician; Former 17yr CMO and EVP for Riverside Health System; very active in many health care related organizations		Retired Sheriff of Essex Co.; volunteers through his church and civic groups	

10/1/2022 – 9/30/2024 OFFICERS:

Mr. James Carter, Chair; Barry L. Gross, M.D., Vice-Chair;
Mr. Stanley Clarke, Treasurer; Ms. Vera Lee., Secretary.

Bains Pointe Limited Partnership

Organizational Structure



Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

NOT APPLICABLE

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

A RESOLUTION DECLARING THE INNOVATION OVERLAY DISTRICT ESTABLISHED PURSUANT TO SECTION 40.2-208(D) OF THE CODE OF THE CITY OF PORTSMOUTH, VIRGINIA TO BE A REVITALIZATION AREA WITHIN THE MEANING OF SECTION 36-55.30:2.A OF THE CODE OF VIRGINIA.

WHEREAS, Section 40.2-208(D) of the Code of the City of Portsmouth, Virginia establishes an Innovation Overlay District; and

WHEREAS, the Innovation Overlay District generally encompasses portions of the County, High, and London corridors from Effingham Street to the Martin Luther King Freeway, and has the boundaries more particularly shown and described in Ordinance 2020-127 adopted on December 8, 2020; and

WHEREAS, the purpose of the Innovation Overlay District is to support activities that stimulate innovation, offer value to entities that drive the economy, and enhance the existing mixed-use character of the District;

WHEREAS, Section 36-55.30:2 of the Code of Virginia authorizes local governing bodies to establish, by resolution, Revitalization Areas upon making the determinations set forth in said Section; and

WHEREAS, establishing the Innovation Overlay District as a Revitalization Area will further the development of affordable and mixed income housing within the District;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Portsmouth, Virginia:

1. That it hereby FINDS that the industrial, commercial or other economic development of the Innovation Overlay District area will benefit the city, but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area.
2. That it hereby FINDS that private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Innovation Overlay District area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.
3. That it declares the Innovation Overlay District to be a Revitalization Area within the meaning of Section 36-55.30:2 of the Virginia Code.
4. That the sole purpose of declaring the Innovation Overlay District to be a Revitalization Area is to empower the Virginia Housing Development Authority to provide financing in accordance with Chapter 36 of the Virginia Code.

5. That this Resolution shall take effect on the date of its adoption.

ADOPTED by the Council of the City of Portsmouth, Virginia at a meeting held on March 14, 2023.

Teste:

Debra Y. White
City Clerk

A RESOLUTION AFFIRMING THAT THE BAINS POINTE DEVELOPMENT IS LOCATED IN A REVITALIZATION AREA WITHIN THE MEANING OF SECTION 36-55.30:2.A OF THE CODE OF VIRGINIA.

WHEREAS, by Resolution R-23-08 adopted on February 14, 2023 City Council granted a Use Permit for the construction of a fifty-unit affordable housing development to be known as Bains Pointe and located in the 1100 Block (North) of High Street and more particularly described in Exhibit A (the "Development"); and

WHEREAS, the Development is located within the Innovation Overlay District Revitalization Area;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Portsmouth, Virginia:

1. That the Development is located in a Revitalization Area in the City of Portsmouth, Virginia; that the industrial, commercial or other economic development of such area will benefit the City, but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and that private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.
2. That this Resolution does not constitute a commitment of funding by the City to the Development.
3. That this Resolution shall take effect on the date of its adoption.

ADOPTED by the Council of the City of Portsmouth, Virginia at a meeting held on March 14, 2023.


Teste:

City Clerk

Exhibit A



- 1100 High St, Portsmouth, VA 23704 (Parcel Number 00321520)
- 1116 High St, Portsmouth, VA 23704 (Parcel Number 00321530)
- 1130 High St, Portsmouth, VA 23704 (Parcel Number 00321580)
- 1121 Queen St, Portsmouth, VA 23704 (Parcel Number 00321610)
- 1125 Queen St, Portsmouth, VA 23704 (Parcel Number 00321590)
- 460 Primrose St, Portsmouth, VA 23704 (Parcel Numbers 00321660 and 00321670)
- 462 Primrose St, Portsmouth, VA 23704 (Parcel Number 00321680)
- 466 Primrose St, Portsmouth, VA 23704 (Parcel Number 00321690)
- 470 Primrose St, Portsmouth, VA 23704 (Parcel Number 00321700)

Tab K.2

Location Map



Location Map – Bains Pointe

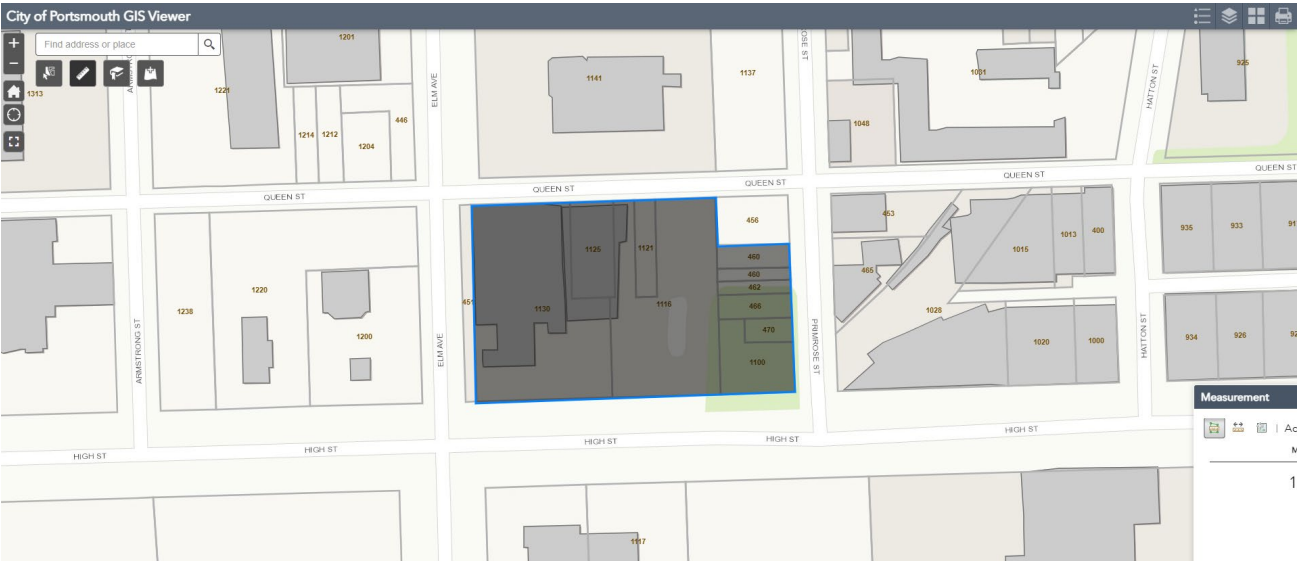
The following pages provide:

- Bains Pointe Parcel Map provided from City of Portsmouth GIS:
<https://www2.portsmouthva.gov/portsmap/>
- Bains Pointe site from a Google Maps Satellite Aerial Image
 - Bains Pointe site from a Google Maps Aerial Image

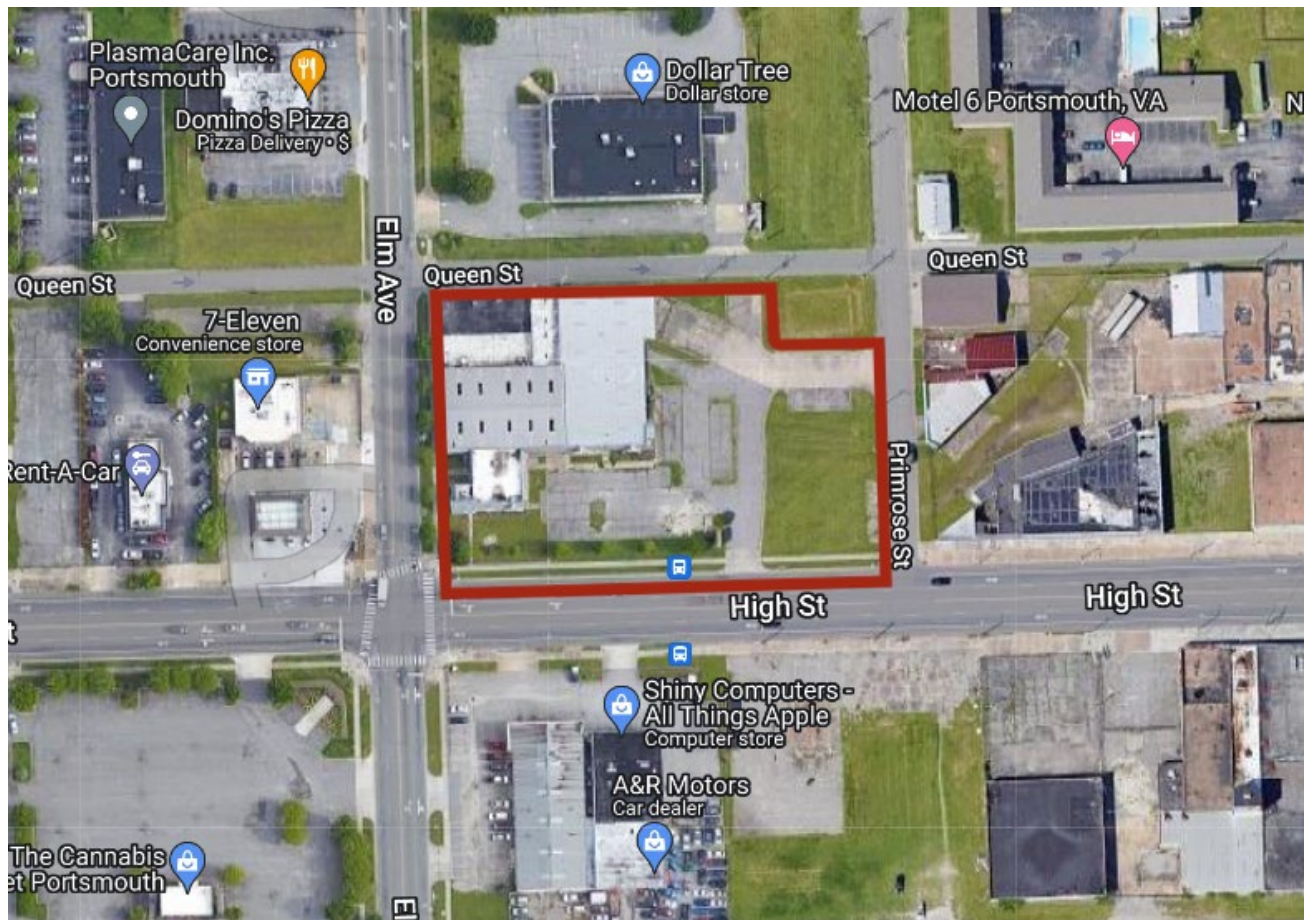
All addresses and parcel numbers that are apart of the proposed Bains Pointe are provided below:

- 1100 High St, Portsmouth, VA (Parcel Number 00321520)
- 1116 High St, Portsmouth, VA (Parcel Number 00321530)
- 1130 High St, Portsmouth, VA (Parcel Number 00321580)
- 1121 Queen St, Portsmouth, VA (Parcel Number 00321610)
- 1125 Queen St, Portsmouth, VA (Parcel Number 00321590)
- 460 Primrose St, Portsmouth, VA (Parcel Numbers 00321660 and 00321670)
 - 462 Primrose St, Portsmouth, VA (Parcel Number 00321680)
 - 466 Primrose St, Portsmouth, VA (Parcel Number 00321690)
 - 470 Primrose St, Portsmouth, VA (Parcel Number 00321700)

Bains Pointe Parcels are highlighted in two images from City of Portsmouth GIS below:

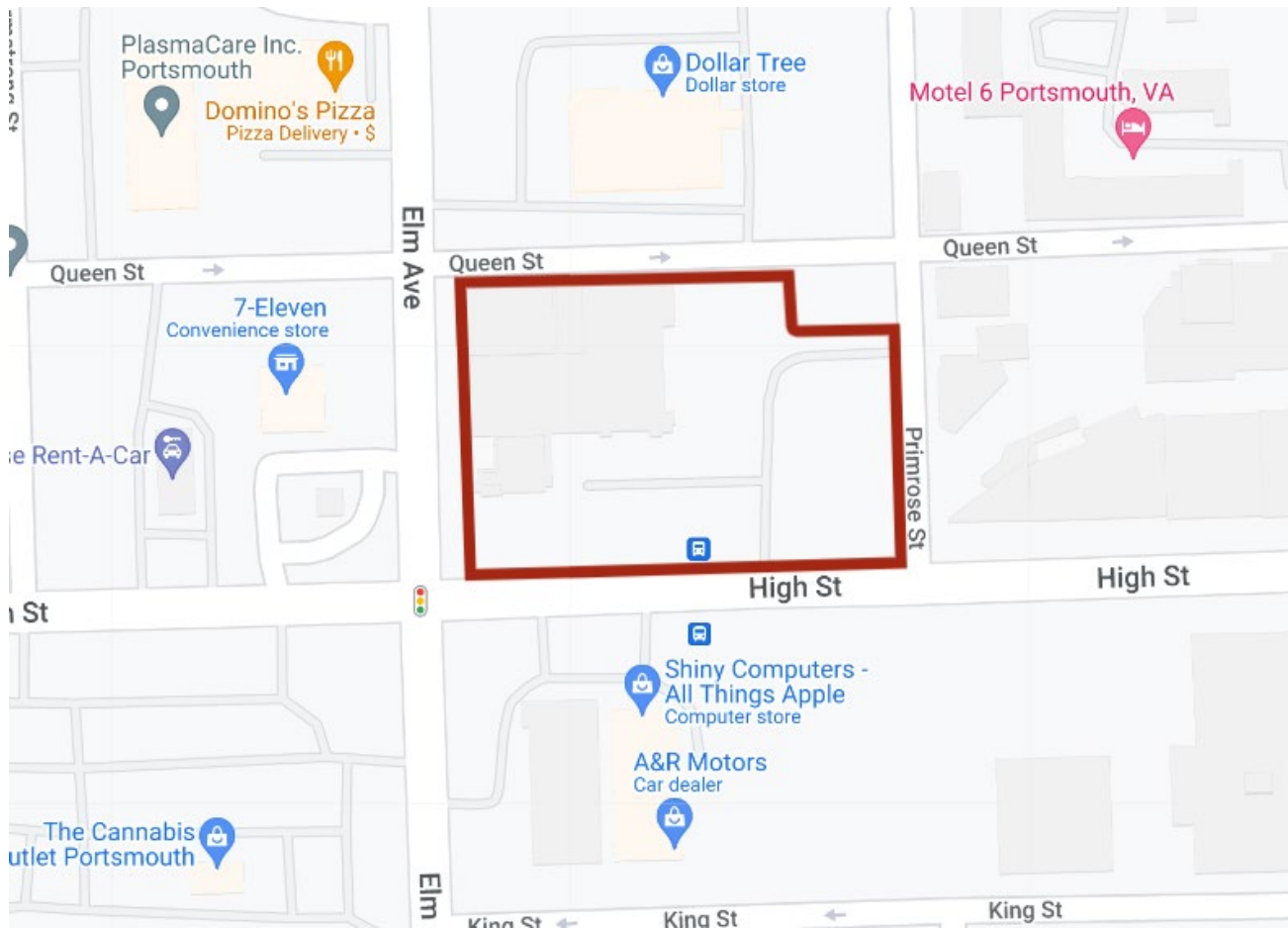


Google Maps Satellite Aerial View of Bains Pointe Site



The Bains Pointe site is outlined in red

Google Maps Satellite Aerial View of Bains Pointe Site



The Bains Pointe site is outlined in red



Tab K.3

Surveyor's Certification of Proximity To Public
Transportation



**Hoggard-Eure
Associates, P.C.**
ENGINEERS SURVEYORS PLANNERS

757-484-9670 • Fax: 757-484-7498 • 901 PortCentre Parkway, Suite 5 • Portsmouth, Virginia 23704

Surveyor's Certification of Proximity to Transportation

Date 03.16.2023

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development Bains Pointe

Name of Owner Bains Pointe Limited Partnership

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 Hoggard-Eure Associates

By [Signature]

Its President

Title



Tab L:

PHA / Section 8 Notification Letter

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 2/28/2023

To Portsmouth Redevelopment & Housing Authority
3116 South Street
Portsmouth, VA 23707-4116

RE: Proposed Affordable Housing Development

Name of Development Bains Pointe

Name of Owner Bains Pointe Limited Partnership

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 March 15, 2025 (date).

The following is a brief description of the proposed development:

Development Address _____
1100 High Street

Portsmouth, Virginia 23704

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>50</u> #Units	<u>1</u> #Buildings
<input type="checkbox"/> Adaptive Reuse:	_____ #Units	_____ #Buildings
<input type="checkbox"/> Rehabilitation:	_____ #Units	_____ #Buildings

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____ /month
<input type="checkbox"/> 1 Bedroom Units:	\$ _____ /month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>434/508/925/1,325</u> /month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>450/578/1,060/1,475</u> /month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____ /month

Other Descriptive Information:

All of the units will have air conditioning, dishwasher, refrigerator, stove, mini blinds, ample storage space, and
attractive open designs. The development will include a minimum 749 square foot community room featuring
spaces that can be used by residents for recreational purposes. In addition, there will be offices for service
providers too. There will also be ample on-site parking.

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 (614) 396 - 3200 .

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

Sincerely yours,



Name David Cooper, Jr.

Title Authorized Member of the General Partner

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

Seen and Acknowledged By Aline S. Winston for Edward Bland

Printed Name: Edward Bland

Title Executive Director

Phone 757-399-5261

Date 3/13/2023

Tab M:

Locality CEO Response Letter



Locality CEO Letter

3/13/2023
Date

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

Virginia Housing Tracking Number:	<u>2024-ASH-08</u>
Development Name:	<u>Bains Pointe</u>
Name of Owner/Applicant:	<u>Bains Pointe Limited Partnership</u>

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Portsmouth. Accordingly,

the City of Portsmouth supports the allocation of federal housing tax credits requested by Bains Pointe Limited Partnership for this development.

Yours truly,



Signature

Mimi Terry

[CEO Name]

Interim City Manager

[Title]

Tab N:

Homeownership Plan

NOT APPLICABLE

Tab O:

Plan of Development Certification Letter

NOT APPLICABLE

Tab P:

Developer Experience documentation and
Partnership agreements (Please submit this TAB as
a separate stand alone document)



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com

500 South Front St
10th Floor
Columbus, Ohio 43215

Woda Cooper Companies, Inc.
Tab P Developer Experience

Tab P: The Developer Experience documentation is submitted as a separate document.

Tab Q:

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



Portsmouth

REDEVELOPMENT AND HOUSING AUTHORITY

March 6, 2023

Greg Mustric
Bains Pointe Limited Partnership
C/O Woda Cooper Development, Inc.
500 S. Front Street, 10th Floor
Columbus, Ohio 43215
gmustric@wodagroup.com

COMMISSIONERS

Bruce LaLonde
Chair
Renee Wicks
Vice Chair
Zeketa Cost
Cynthia Morgan
Clifton Pickens
Sean Prince
Stephanie Wright

EXECUTIVE DIRECTOR

Edward L. Bland

Dear Mr. Mustric,

Thank you for responding to Portsmouth Redevelopment and Housing Authority's Request for Proposal No. 2022-09 for Project Based Vouchers (PBVs) issued on December 13, 2022. In response to your proposal, I am pleased to inform you that you have been awarded 8 PBVs for Bains Pointe Limited Partnership located at 1100 High Street, Portsmouth Virginia 23704. The term of these PBVs will be for 15 years subject to the execution of a HAP contract with an option to extend. This commitment is in effect from March 6, 2023- September 06, 2025 (30 months) subject to your satisfactory compliance with the with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through Virginia Housing, then this commitment is contingent upon receiving an allocation of LIHTCs no later than December 31, 2023.

If you have any questions or concerns, feel free to reach out to me at ebland@prha.org or 757-399-5261.

Sincerely,



Edward Bland
Executive Director

"We're Making Our City More Inviting Than Ever."



3116 South Street, Portsmouth, Virginia 23707-4116
Telephone (757) 399-5261 • TDD (800) 545-1833, Extension 869 • Main Office FAX (757) 399-8697
www.prha.org

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



Locality		Green Discount		Unit Type			Weather Code	Date (mm/dd/yyyy)
City of Portsmouth, VA 2022		None		Large Apartment (5+ units)			VA001	7/1/2022
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Space Heating	Natural Gas	\$20	\$23	\$26	\$29	\$32	\$35	\$38
	Bottled Gas	\$63	\$74	\$83	\$93	\$103	\$113	\$123
	Electric Resistance	\$13	\$15	\$19	\$22	\$25	\$28	\$31
	Electric Heat Pump	\$11	\$13	\$15	\$17	\$17	\$18	\$20
	Fuel Oil	\$51	\$60	\$68	\$76	\$84	\$92	\$100
Cooking	Natural Gas	\$3	\$4	\$6	\$7	\$9	\$11	\$13
	Bottled Gas	\$11	\$12	\$18	\$24	\$29	\$35	\$41
	Electric	\$5	\$6	\$8	\$11	\$13	\$15	\$18
	Other							
Other Electric		\$18	\$21	\$29	\$37	\$46	\$54	\$62
Air Conditioning		\$8	\$9	\$12	\$16	\$20	\$24	\$28
Water Heating	Natural Gas	\$7	\$9	\$13	\$17	\$20	\$24	\$28
	Bottled Gas	\$24	\$28	\$40	\$53	\$65	\$78	\$90
	Electric	\$11	\$13	\$17	\$21	\$24	\$28	\$32
	Fuel Oil	\$19	\$23	\$33	\$43	\$53	\$63	\$73
Water		\$24	\$26	\$39	\$58	\$78	\$97	\$114
Sewer		\$38	\$42	\$70	\$112	\$154	\$196	\$232
Electric Fee		\$7	\$7	\$7	\$7	\$7	\$7	\$7
Natural Gas Fee		\$20	\$20	\$20	\$20	\$20	\$20	\$20
Fuel Oil Fee								
Bottled Gas Fee								
Trash Collection		\$33	\$33	\$33	\$33	\$33	\$33	\$33
Range/Microwave		\$18	\$18	\$18	\$18	\$18	\$18	\$18
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify								

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented

Utility or Service		per month cost
Heating		\$
Cooking		
Other Electric		
Air Conditioning		
Water Heating		
Water		
Sewer		
Trash Collection		
Range/Microwave		
Refrigerator		
Other		
Total		\$

Name of Family

Address of Unit

Number of Bedrooms

Tab R:

Documentation of Operating Budget and Utility
Allowances



Bains Pointe
March 13, 2023

Operating Budget

Operating Expenses for Bains Pointe were conservatively estimated based on 2022 actual results from one of Woda Management and Real Estate's Tidewater properties: The Banks at Berkley. This project consists of 50 two- and three-bedroom units designated for family tenancy. Therefore, this was deemed to be a comparable property due to geographic location, tenancy, size and building type.

Payroll expenses and utility estimates for Bains Pointe are in line with what was seen at The Banks at Berkley. Bains Pointe will have a full-time site manager and service technician. Administrative costs for Bains Pointe were budgeted higher than The Banks at Berkley's actual expenditures since Bains will offer free Wi-Fi and Telehealth services. Maintenance costs were budgeted lower at Bains Pointe than at The Banks at Berkley since the latter had many property-specific maintenance concerns in 2022, particularly in the realm of lawn care. As a small urban site, Bains Pointe is expected to incur far fewer costs in that realm.

Bains Pointe's Real Estate Taxes were based upon the City of Portsmouth's rate of \$1.30/\$100 of assessed value. The assessed value was estimated using the income approach. The Management Fee was calculated at 6% of EGI. Lastly, Replacement Reserves were calculated using the minimum standard of \$300 per unit.

Attached are the 2022 operating expenses for The Banks at Berkley compared to Bains Pointe as well as the "Budget" tab of the Bains Pointe Reservation Application.

The Banks at Berkley (1408)

Income Statement

Period = Jan 2022-Dec 2022

Book = Accrual

	The Banks at Berkley Actual	The Banks at Berkley Per Unit	Bains Pointe Budget Per Unit
OPERATING EXPENSES			
MAINTENANCE EXPENSES			
Maintenance Supplies	11,036.41	220.73	
Lawn Care & Supplies	15,238.67	304.77	
Snow Removal & Supplies	1,364.47	27.29	
Elevator Costs	7,925.70	158.51	
Security Monitoring Contracts	7,972.07	159.44	
Contract Maintenance	1,808.30	36.17	
Repairs Services	885.00	17.70	
Plumbing Repairs Services	787.29	15.75	
Electrical Repairs Services	196.00	3.92	
HVAC Repairs	7,856.16	157.12	
Carpet Cleaning	2,853.00	57.06	
Janitorial Contracts	5,350.00	107.00	
Exterminating Contract	3,663.04	73.26	
Security Patrol Services	98.57	1.97	
Operational Replacements	249.38	4.99	
TOTAL MAINTENANCE EXPENSES	67,284.06	1,345.68	1,000.00
MAINTENANCE PAYROLL			
Maintenance Salary	44,244.73	884.89	
Maintenance Payroll Burden	3,982.00	79.64	
Maintenance Benefits/Insurance	907.18	18.14	
Maintenance Misc Personal Expenses/Incentives	37.86	0.76	
TOTAL MAINTENANCE PAYROLL	49,171.77	983.44	800.00
UTILITIES			
Electric	2,776.31	55.53	
Electric - Common Area	7,839.44	156.79	
Water	11,166.54	223.33	
Sewer	25,622.71	512.45	
Trash	14,613.15	292.26	
Occupied Unit - Tenant Reimbursables	220.25	4.41	
Occupied Unit - Tenant Reimbursements	650.62	13.01	
Utility Recovery Income	-41,482.10	-829.64	
TOTAL UTILITIES	21,406.92	428.14	550.00
ADMINISTRATIVE PAYROLL			
Manager Salary	42,906.75	858.14	
Manager Payroll Burden	3,861.32	77.23	
Manager Benefits/Insurance	1,798.83	35.98	
Mileage Reimbursement/Travel	31.01	0.62	
Management Training/Seminars	1,026.00	20.52	
Manager Misc Personal Expenses/Incentives	56.82	1.14	
TOTAL ADMINISTRATIVE PAYROLL	49,680.73	993.61	800.00
MANAGEMENT FEES			
Base Management Fee	32,033.69	640.67	
TOTAL MANAGEMENT FEES	32,033.69	640.67	796.00
ADMINISTRATIVE EXPENSES			
Advertising / Marketing / Resident Retention	963.69	19.27	
Audit & Tax Return Fee	2,733.00	54.66	
Computer Services/Fees	6,988.60	139.77	
Credit/Criminal Reports/Resident Screening	240.08	4.80	
Legal/Evictions	1,617.00	32.34	
Office Supplies	1,714.18	34.28	
Postage	112.46	2.25	
Service Coordinator Fees	588.00	11.76	
Telephone	2,727.62	54.55	
Internet/Cable	3,655.72	73.11	
Miscellaneous Administrative	1,780.00	35.60	
TOTAL ADMINISTRATIVE EXPENSES	23,120.35	462.41	861.00
INSURANCE, TAXES AND LICENSES			
Property Insurance	11,987.23	239.74	300.00
Property Taxes	42,738.10	854.76	1,321.00
TOTAL INSURANCE, TAXES AND LICENSES	54,725.33	1,094.51	1,621.00
TOTAL OPERATING EXPENSES	297,422.85	5,948.46	6,428.00

M. OPERATING EXPENSES**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$0
3. Office Supplies			\$13,750
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$39,823
6.00% of EGI	\$796.46	Per Unit	
6. Manager Salaries			\$36,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,500
9. Auditing			\$5,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,750
12. Tax Credit Monitoring Fee			\$1,750
13. Miscellaneous Administrative			\$14,800
Total Administrative			\$118,873

Utilities

14. Fuel Oil			\$0
15. Electricity			\$20,625
16. Water			\$2,450
17. Gas			\$0
18. Sewer			\$4,425
Total Utility			\$27,500

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$3,625
21. Janitor/Cleaning Contract			\$2,000
22. Exterminating			\$5,600
23. Trash Removal			\$5,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$3,725
27. Grounds Contract			\$1,500
28. Maintenance/Repairs Payroll			\$36,000
29. Repairs/Material			\$10,250
30. Repairs Contract			\$5,000
31. Elevator Maintenance/Contract			\$7,500
32. Heating/Cooling Repairs & Maintenance			\$2,600
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,200
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$86,000

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes	\$65,000
39. Payroll Taxes	\$5,000
40. Miscellaneous Taxes/Licenses/Permits	\$1,050
41. Property & Liability Insurance	\$15,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$500
44. Health Insurance & Employee Benefits	\$2,500
45. Other Insurance	\$0
Total Taxes & Insurance	\$89,050

Total Operating Expense**\$321,423**

Total Operating Expenses Per Unit	\$6,428	C. Total Operating Expenses as % of EGI	48.43%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$15,000
---	-----------------

Total Expenses	\$336,423
-----------------------	------------------

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



Bains Pointe
March 13, 2023

Utility Allowance Explanation

Bains Pointe has two different utility allowances for each bedroom type: one of the Project- Based Vouchers (PBV) units and another for the non-PBV units. The utility allowances for the PBV units were determined using the allowances schedule from the agency issuing the vouchers: Portsmouth Redevelopment and Housing Authority. The utility allowances for the non-PBV units were determined using a third- party analysis conducted by Viridiant. Both documents are attached with this tab.

The “Utilities” tab of the excel reservation application only allows for one utility allowance to be listed by bedroom count. The non-PBV utility allowances, from Viridiant, were recorded there since those comprise the majority of the units for each bedroom count. The PBV units are 6 of the 2BR 30% AMI units and 2 of the 2BR 30% AMI units. The remaining units do not have vouchers.



March 1, 2023

Gregory Mustric
Woda Cooper Development, Inc.
500 S Front St
Columbus, OH 43215
gmustric@wodagroup.com

RE: Preliminary Utility Allowance for Bains Pointe

Dear Mr. Mustric,

Please see the following Preliminary Utility Allowance (UA) for Bains Pointe located in Portsmouth, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	City of Portsmouth	Trash:	N/A
Sewer:	City of Portsmouth		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	N/A	\$ 16.60	\$ 19.50	N/A
Air Conditioning	Electric	Tenant	N/A	N/A	\$ 7.75	\$ 9.10	N/A
Cooking	Electric	Tenant	N/A	N/A	\$ 6.64	\$ 7.80	N/A
Lighting	Electric	Tenant	N/A	N/A	\$ 26.56	\$ 31.19	N/A
Hot Water	Electric	Tenant	N/A	N/A	\$ 15.49	\$ 18.20	N/A
Water	-	Tenant	N/A	N/A	\$ 20.05	\$ 25.07	N/A
Sewer	-	Tenant	N/A	N/A	\$ 29.24	\$ 38.98	N/A
Trash	-	Owner	N/A	N/A	\$ -	\$ -	N/A
Total UA costs (Unrounded)			\$ -	\$ -	\$ 122.32	\$ 149.84	\$ -

**Allowances only for Bains Pointe as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Katy Maher
Project Manager

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



Locality		Green Discount		Unit Type			Weather Code	Date (mm/dd/yyyy)
City of Portsmouth, VA 2022		None		Large Apartment (5+ units)			VA001	7/1/2022
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Space Heating	Natural Gas	\$20	\$23	\$26	\$29	\$32	\$35	\$38
	Bottled Gas	\$63	\$74	\$83	\$93	\$103	\$113	\$123
	Electric Resistance	\$13	\$15	\$19	\$22	\$25	\$28	\$31
	Electric Heat Pump	\$11	\$13	\$15	\$17	\$17	\$18	\$20
	Fuel Oil	\$51	\$60	\$68	\$76	\$84	\$92	\$100
Cooking	Natural Gas	\$3	\$4	\$6	\$7	\$9	\$11	\$13
	Bottled Gas	\$11	\$12	\$18	\$24	\$29	\$35	\$41
	Electric	\$5	\$6	\$8	\$11	\$13	\$15	\$18
	Other							
Other Electric		\$18	\$21	\$29	\$37	\$46	\$54	\$62
Air Conditioning		\$8	\$9	\$12	\$16	\$20	\$24	\$28
Water Heating	Natural Gas	\$7	\$9	\$13	\$17	\$20	\$24	\$28
	Bottled Gas	\$24	\$28	\$40	\$53	\$65	\$78	\$90
	Electric	\$11	\$13	\$17	\$21	\$24	\$28	\$32
	Fuel Oil	\$19	\$23	\$33	\$43	\$53	\$63	\$73
Water		\$24	\$26	\$39	\$58	\$78	\$97	\$114
Sewer		\$38	\$42	\$70	\$112	\$154	\$196	\$232
Electric Fee		\$7	\$7	\$7	\$7	\$7	\$7	\$7
Natural Gas Fee		\$20	\$20	\$20	\$20	\$20	\$20	\$20
Fuel Oil Fee								
Bottled Gas Fee								
Trash Collection		\$33	\$33	\$33	\$33	\$33	\$33	\$33
Range/Microwave		\$18	\$18	\$18	\$18	\$18	\$18	\$18
Refrigerator		\$25	\$25	\$25	\$25	\$25	\$25	\$25
Other - specify								

Actual Family Allowances To be used by the family to compute allowance.
Complete below for the actual unit rented

Name of Family		Utility or Service	per month cost
Address of Unit		Heating	\$
		Cooking	
		Other Electric	
		Air Conditioning	
		Water Heating	
Number of Bedrooms		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
		Refrigerator	
		Other	
		Total	\$

Tab S:

Supportive Housing Certification

Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:

<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): Individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

4. List the types of supportive services to be offered: Please see the attached list of services.

5. Who will be providing supportive services? STOP Inc.

6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? 15 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Appendices continued

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met — paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date 3/14/2023

Owner/Applicant Bains Pointe Limited Partnership

Service Provider STOP Inc.

By 

By 

Its Authorized Member of the General Partner

Its President and CEO

Title

Title

Bains Pointe
List of services offered by STOP Inc. and to be offered at Bains Pointe

The below list of services will be offered at Bains Pointe and may include additional services as required:

- Creating and updating individualized supportive services plans and connecting tenants to varying resources to support their personal goals. STOP INC. will assist tenants with adapting plans as service needs evolve over time.
- Coordinating services and service planning with other agencies and providers involved with the individual.
- Managing the case load to ensure case management team is meeting and exceeding the needs of onsite tenants.
- Tracking data and trends related to individual tenants' unique needs and referrals to meet those needs.
- Partner with tenants to provide support with independent living skills and basic life skills.
- Provide, coordinate, and/or act as a referral agent to assure that supportive services will be available to the targeted tenants.
- Certified housing counseling/prevention services.
- Childcare financial assistance.
- Emergency home and accessibility repairs program.
- Employment supportive services.
- Employment training.
- Finance and consumer education.
- Health and wellness initiatives.
- Homeless veterans' reintegration program.
- KLEAN SLATE Initiative.
- ON TIME Initiative.
- Project Discovery.
- Opioid & substance use disorder community response.
- STOP/Dominion Energy: Energyshare weatherization.
- Supportive services for veteran families.
- Technology bus.
- Weatherization assistance program.
- Workforce preparation and development/entrepreneurial pathway.
- Youth development initiatives.
- Behavioral and mental health services/counseling.
- Primary healthcare.
- Telehealth or virtual healthcare.
- Eviction Prevention.
- Food and clothing assistance.



Woda Cooper Companies, Inc.

Tab S Virginia Permanent Supportive Housing Services Certification Attachment regarding question #1

Woda Cooper Companies, Inc. (“WCCI”) develops, designs, constructs, and manages affordable housing communities. Our talented team of employees has broad expertise across the spectrum of affordable housing: urban and rural communities; senior and general occupancy communities; mid-rise, garden and single-family communities; and new construction, acquisition rehabilitation, and adaptive reuse developments. Since our beginning in 1990, we have taken a long-term approach to every community we develop and construct. Our company developed, owns, and manages over 375 communities (16,000 units) and we work hard to keep our promise to make a positive contribution in every village, town, and city where our housing is located. Woda Cooper Companies, Inc. and its affiliates are recognized leading experts in the affordable housing industry. Affordable Housing Finance magazine ranked the firm 10th overall among Developers and 18th overall among Owners in its May 2021 issue.

Woda Cooper Companies, Inc. is the first vertically-integrated affordable housing company in the nation to be owned by an Employee Stock Ownership Plan (ESOP). Its principals are Jeffrey J. Woda and David Cooper, Jr., are recognized leaders in the affordable housing community. WCCI has used the LIHTC program to finance over 375 affordable housing developments. These units average approximately 96% occupancy over the entire portfolio, which speaks to the careful planning of every new development, the quality of the product being built, and the rigorous upkeep and efficient management of each property. In addition to conventional tax credit financing, 9% LIHTC and tax-exempt bonds with 4% LIHTC, WCCI has utilized several other programs to finance its developments.

WCCI has developed numerous permanent supportive housing communities and partnered with lead service providers to ensure residents receive with the necessary services and case management. Our team has also been extensively trained in the program requirements of permanent supportive housing as evidenced by the below information and attached list of development which we continue to own, operate, and manage.

CSH Training and Technical Endorsements

In Indiana, Woda Cooper has completed 80 hours of training and individualized technical assistance through CSH and received the CSH Endorsement using CSH’s Dimensions of Quality. A letter from CSH confirming this information has been provided to Virginia Housing. Additional information can be provided, if requested.

In Kentucky, Woda Cooper has also completed training and individualized technical assistance through CSH. A letter from CSH confirming this information has been provided to Virginia Housing. Additional information can be provided, if requested.

Woda Cooper Permanent Supportive Housing Experience

As part of the Woda Cooper portfolio which consists of 375+ properties and over 16,000 units, Woda Cooper is experienced in developing, owning, and managing Permanent Supportive Housing communities. Currently, Woda Cooper has **31 properties which include 293 permanent supportive housing units**. Woda Cooper is also experienced with Section 811 Rental Assistance and has 28 properties and 164 units with Section 811 Rental Assistance.

Woda Cooper is experienced in providing tenants with supportive housing which include the following target populations:

- Category 1 Homeless
- Veterans
- Victims of Domestic Violence
- Special Needs
- HIV/AIDS Populations
- Non-Elderly Disabled Populations
- Individuals who have multiple barriers to independent living

The services provided at the developments in Exhibit A include, but are not limited to the following:

- Case management
- Community resource linkages
- Housing stabilization
- Independent living skills
- Community engagement and social support
- Financial literacy
- Healthcare screenings, coordination, and referrals
- Behavioral healthcare coordination, and referrals
- Employment, education, and vocational training
- Eviction prevention
- Food assistance
- Benefits assistance
- Legal referrals



EXHIBIT A						
Project Name	City	State	Total # of Units	# of PSH Units	Development Type (Family/Senior)	Population(s) Served (Homeless, vict. Of domestic violence, etc.)
McCalla Greene	Milan	Michigan	32	4	Family	Domestic Violence Survivors/Families
Patterson Crossing	Frankfort	Michigan	56	4	Family	Domestic Violence Survivors/Families
Bridgeview Greene	St. Ignace	Michigan	40	4	Family	Domestic Violence Survivors/Families
Olde Mill	Saugatuck	Michigan	24	3	Family	Domestic Violence Survivors/Families
Crooked River	Alanson	Michigan	16	2	Family	Domestic Violence Survivors/Families
Windjammer Greene	Munising	Michigan	24	3	Family	Domestic Violence Survivors/Families
Manistee Place	Manistee	Michigan	46	4	Family	Domestic Violence Survivors/Families
Lloyd House	Menominee	Michigan	44	3	Family	Domestic Violence Survivors/Families
Brookside Commons	Traverse City	Michigan	72	24	Family	Domestic Violence Survivors/Families; Persons with HIV/AIDS; Mental Health Diagnosis; Homeless/Chronically homeless; Physically disabled young adults
Grandview Place	Grand Rapids	Michigan	68	21	Family	Chronically Homeless/Chronically Homeless Veterans
Lightner Greene	New Castle	Pennsylvania	50	8	Family	Families in transition
Quaker Meadows	Hermitage	Pennsylvania	40	4	Family	Families in transition
Raystown Crossing	Shippensburg	Pennsylvania	50	4	Family	Families in transition
Madison Grove	Slippery Rock	Pennsylvania	50	6	Family	Families in transition
Meyers Greene	Corry	Pennsylvania	52	6	Family	Families in transition
Arnemen Place	Erie	Pennsylvania	50	6	Family	Families in transition
New Forge Crossing	Waynesboro	Pennsylvania	60	6	Family	Families in transition
Connelly Park	Beaver Falls	Pennsylvania	32	4	Family	Families in transition
Drake Crossing	Clarion	Pennsylvania	30	5	Family	Families in transition
Fayette Landing	Washington Courthouse	Ohio	36	36	Family	Homeless individuals with disabilities
Columbus School Apartments	Baltimore	MD	50	8	Family	Non-Elderly Disabled
North Avenue Gateway	Baltimore	MD	64	11	Family	Non-Elderly Disabled
North Avenue Gateway II	Baltimore	MD	65	10	Family	Non-Elderly Disabled
Penn Square I	Baltimore	MD	91	14	Family	Non-Elderly Disabled
Penn Square II	Baltimore	MD	61	12	Family	Non-Elderly Disabled
Proctor Place	Indianapolis	Indiana	61	15	Family	Chronically Homeless with veterans preference
Edison Crossing	Mount Clemens	Michigan	30	11	Family	Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list
Stanton Park Apartments	Atlanta	Georgia	56	10	Family	Homeless individuals
Shelby Commons	Minneapolis	Minnesota	46	12	Family	High Priority Homeless and Disability
Breton Grove	Grand Rapids	Michigan	55	20	Family	Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list
Breton Grove II	Grand Rapids	Michigan	35	13	Family	Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list

TOTAL: 1486 293



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Regina P. Lawrence

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George F. Reed, PhD

March 15, 2023

Mr. Gregory Mustric

Vice President

Woda Cooper Development, Inc.

500 S. Front St., 10th Floor

Columbus, OH 43215

Re: Bains Pointe Low Income Housing Tax Credit application

1100 High Street, Portsmouth, VA 23704

Tab S – Supportive Housing Services History and Letter of Support

Dear Mr. Mustric:

On behalf of STOP Inc., I am pleased to enter into a Memorandum of Understanding (“MOU”) with Bains Pointe Limited Partnership, Woda Cooper Development, Inc., and Woda Management & Real Estate, LLC to make STOP Inc.’s services available to the General Occupancy tenants and Accessible Supportive Housing tenants within the Bains Pointe development. STOP Inc. has the capacity to successfully act in the role of Lead Service Provider for Bains Pointe. We are also excited to partner with Woda Cooper Development, Inc. and Woda Management & Real Estate, LLC. I understand that your companies are nationally recognized leaders in the affordable housing industry with vast experience throughout the 16 states in which they operate. Additionally, I understand that both companies are extremely qualified as owner, developer and property managers of accessible supportive housing developments throughout numerous states.

As you know, STOP Inc. has a 58-year history of serving Portsmouth, Hampton Roads, and the Eastern Region of Virginia. As a designated Community Action Agency (CAA), STOP Inc. receives its core funding from the Community Services Block Grant (CSBG) which consists of funds issued by the federal government to help address issues of poverty at the local level. Additionally, as a CAA, STOP Inc. has the responsibility of completing a Community Needs Assessment (CNA) every three years; however, assessment updates are conducted every year. This assessment identifies needs of the communities we serve based on the responses of our customers (existing and potential), local residents, government officials, employers, our partner agencies and other vested parties.

STOP Inc. is a designated Community Action Agency (CAA) in Southeastern Virginia and Western Tidewater, serving low and moderate income citizens residing in the Cities of Chesapeake, Franklin, Hampton, Newport News, Norfolk, Portsmouth, Suffolk, Virginia Beach and the Counties of Accomack, Isle of Wight, Northampton, and Southampton



The results of this assessment assist STOP Inc. in determining what programming is unique and would best fit the individuals and families in each of the communities that we serve.

Currently, STOP Inc. provides services for several populations of low to moderate income residents to include, Veterans, Elderly and Disabled, Youth, Women, Business Owners and the Homeless as well as many others. Each of these populations have demonstrated a need for opportunities provided by the Agency, however, STOP Inc. focuses its work on addressing social determinants which cause conditions of poverty for low to moderate income populations as they directly relate to Employment, Education, Housing and Health (E2H2). Through E2H2, STOP Inc. addresses the needs of its customers irrespective of the population to which they may belong.

STOP Inc. is committed to providing services, planning for the future, and sowing seeds for sustainable success in the communities we serve through evidence-based practices. Already a Certified Evidence-Based Organization, STOP Inc. also became an accredited Agency with the Council on Accreditation (COA) in 2017 and we received re-accreditation in 2022. This accreditation demonstrates that the Agency has met a level of quality developed by subject matter experts that is implemented and maintained by STOP Inc. It also signifies that STOP Inc. is effectively managing its resources and providing the best possible services to all of its stakeholders. STOP Inc. has been recognized by COA and the State Department of Social Services as a leader in the development of “best practices” as they relate to all areas of program implementation. This acknowledgement of the Agency as a top non-profit service provider in Eastern Virginia is demonstrated by the production of meaningful, lasting and effective outcomes for those served.

During Fiscal Years 2019-2022, STOP Inc. served 5,106 individuals and addressed over 15,000 conditions of poverty and barriers to economic security resulting in sustainable programmatic outcomes. STOP Inc. is dedicated to attacking the root causes of poverty; “one individual at a time, one family at a time and one community at a time.”

The supportive services provided to the residents in our service area is described in the MOU and will be offered to the tenants of Bains Pointe on-site at least once per month with the option to add additional hours or days as needed. We truly appreciate the property design concept and inclusion of offices within the Bains Pointe which can be used for a multiplicity of supportive services, healthcare screenings, counseling, case management, etc.

Substantial redevelopment of the Bains property is a prime opportunity to add mixed-income housing for working class and homeless individuals and families in need of housing in the area. This new construction of apartments and community space will renew this site’s purpose in the community, creating a vibrant neighborhood and providing needed housing and community space for years to come.

I look forward to working with you and your staff on this and future projects!

Sincerely,



Regina P. Lawrence
President and CEO



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com

500 South Front St
10th Floor
Columbus, Ohio 43215

Woda Cooper Companies, Inc.

**Tab S Virginia Permanent Supportive Housing Services Certification
Attachment regarding question #2**

A copy of the Memorandum of Understanding is attached.

**BAINS POINTE
MEMORANDUM OF UNDERSTANDING**

THE OWNER

Bains Pointe Limited Partnership

AND

THE REAL ESTATE DEVELOPER

Woda Cooper Development, Inc.

AND

THE PROPERTY MANAGER

Woda Management & Real Estate, LLC

AND

RESIDENT SERVICE PROVIDER

STOP Inc.

I. BACKGROUND AND INTENT

This Agreement for services entered into February 28, 2023 is between Bains Pointe Limited Partnership (“Bains Pointe LP”), Woda Cooper Development, Inc., Woda Management & Real Estate, LLC (“WMRE”), and the STOP Inc. (“STOP INC.”). The purpose of this Memorandum of Understanding is to encourage cooperation between Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. to further detail the separate and distinct roles and responsibilities of each party. The proposed development is called Bains Pointe and is located at approximately 1100 High Street in Portsmouth, Virginia and is approximately 1.82 +/- acres. The site is identified in Exhibit A attached hereto. Bains Pointe will be a 50-unit general occupancy development and include 8 units designated for Accessible Supportive Housing (“ASH”). The target populations for the ASH units will be designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living which may include persons with intellectual/developmental disabilities (I/DD) or persons with serious mental illness. The target populations for the General Occupancy units will be persons with intellectual/developmental disabilities (I/DD) or persons with serious mental illness. Services for tenants will be provided under a separate service agreement, with the expectation that all tenants residing in the 50-unit development of Bains Pointe will have access to services as needed and as available.

STOP INC. agrees to provide a dedicated on-site case manager to connect residents and provide residents services. The services for the tenants of Bains Pointe include but are not limited to the following: case management, certified housing counseling/prevention services, childcare financial assistance, emergency home and accessibility repairs program, employment supportive services, employment training, finance and consumer education, health and wellness initiatives, homeless veterans’ reintegration program, KLEAN SLATE Initiative, ON TIME Initiative, Project

Discovery, opioid & substance use disorder community response, STOP/Dominion Energy; supportive services for veteran families, workforce preparation and development/entrepreneurial pathway, youth development initiatives, behavioral health services, mental health counseling, primary healthcare, telehealth or virtual healthcare, eviction prevention, food and clothing assistance, and much more. These supportive services will help promote housing stability over time.

Service plans are tenant-driven and participation in services or program compliance are not a condition of tenancy. Tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive services tenants' needs change over time, tenants can receive more or less intensive support services.

The property manager (WMRE) and the Resident Service Provider (STOP INC.) will ensure that the service plans will include goals, benchmarks of individuals/households served, performance measures, and the target population served.

While staff titles may change, it anticipated that the Property Manager, Case Manager, and Resident Service Provider will be the primary staff titles at this time. Service coordination and housing related services will be provided by STOP INC., which will serve as the Resident Service Provider. STOP INC. will provide on-site services at least monthly throughout the compliance period which will be made available to the 50 Units. The STOP INC. has staff who will provide supportive housing services, perform housing case management activities including initial assessments, completing Support Service Plans, providing referrals and linkages to appropriate services, developing relationships with partner service agencies, encouraging tenant participation in appropriate services, and coordinating onsite activities for tenants in the community and supportive service rooms. STOP INC. will provide several services and/or linkages to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare, mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary, assistance with obtaining transportation, training in the use of public transportation, and referral to other agencies for other needs. Onsite services can be provided in the Resident Service Provider onsite office, the homes of the tenants or in the private, HIPAA compliant room that will be dedicated to onsite physical and behavioral healthcare services.

STOP INC. and WMRE will utilize the designated office space to deliver services and rules around use of meeting spaces, create tenant selection plans with a focus on reducing barriers, limited criminal screening, and conducting individualized assessments in accordance with DPOR's Model Policy for Tenant Screening, reporting, and outcomes data, tenancy support services.

II. ROLES AND RESPONSIBILITIES

Roles of Bains Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and STOP INC.

It is understood that Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. must work together as a team to effectively meet the needs of tenants requesting services. This

level of collaboration will require exceptional, thorough and timely communication between all parties. However, the parties to this agreement understand their separate and distinct responsibilities.

Role and Responsibility of Bains Pointe LP

Bains Pointe LP is the project owner. As such, Bains Pointe LP will make all major decisions relating to the development of the project. The project owner is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

Role and Responsibility of Woda Cooper Development, Inc.

Woda Cooper Development, Inc. is the real estate developer. Woda Cooper Development, Inc. will assemble and submit a Low-Income Housing Tax Credit ("LIHTC") application to the Virginia Housing ("VH"), secure all local, state, and federal government approvals and the financing necessary to develop the project. The real estate developer is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

Role and Responsibility of Woda Management & Real Estate, LLC

WMRE is the property manager. WMRE will be responsible for the overall operations of Bains Pointe LP which include for managing and maintaining the project, marketing, pre-leasing, lease-up, tenant move outs, and compliance with local, state, and federal programs. The property manager is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

Role and Responsibility of STOP INC.

STOP INC. is the service provider. STOP INC. will provide eligible tenants of Bains Pointe with the services and referrals specified in this MOU. STOP INC. agrees to assess the needs of residents and develop with the Bains Pointe management team, a plan to deliver services and provide every interested resident with information and referrals to local, state, and federal resources. All onsite services will be performed and conducted in designated programmatic space within the community space of Bains Pointe as denoted in the architectural drawings. Services may also be offered off-site or online as needed. The service provider is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

Role and Responsibility of all Parties

The above-mentioned parties agree in the performance of services and Bains Pointe LP agrees as the project owner, that tenant and client rights are respected and complied with not only as a matter of principle, but also as a matter of practice.

III. SCOPE OF SERVICES AND EXPECTATIONS

Bains Pointe LP

Bains Pointe LP is the project owner and will be responsible for asset management and will directly:

- Ensure that all regulatory and funding requirements are met.
- Establishes and maintains an annual budget for service coordination.
- Arrange for liability and property insurance for this project.

- Pay all taxes associated with this project.

Woda Cooper Development, Inc.

Woda Cooper Development, Inc. is the real estate developer and will:

- Research, analyze, and select the project site.
- Research and develop financing sources.
- Prepare and submit a LIHTC application to VH.
- Prepare and submit financing applications and other requirements of both private and government lenders.
- Secure all local, state, and federal government approvals and the financing necessary to develop and construct the project.
- Solicit, negotiate, and coordinate the work of all project stakeholders including, but not limited to the following: architect, environmental, general contractor, legal, finance/development, and property management.
- Coordinate all activities related to acquisition.
- Manage construction of the project.

Woda Management & Real Estate, LLC

Woda Management & Real Estate, LLC is the property manager and will:

- Efficiently manage the operations of the project.
- Prepare a management plan and Affirmative Fair Housing Marketing Plan.
- Hire all on-site staff including the property manager and maintenance technician.
- Handle all lease-up efforts and continually market the property for-lease as necessary.
- Work with STOP INC., the service provider, non-profits, and local and state organizations to request referrals for potential tenants and supportive services.
- Ensure compliance with local, state, and federal program guidelines as it pertains to the property operations and leasing efforts.

STOP Inc.

STOP INC. is the resident service provider and will provide the following services on-site, at their offices, or virtually when available and appropriate. These services may be provided directly or through linkages with the service providers. Please see the below list of services which is not exhaustive of all services available.

- Creating and updating individualized supportive services plans and connecting tenants to varying resources to support their personal goals. STOP INC. will assist tenants with adapting plans as service needs evolve over time.
- Coordinating services and service planning with other agencies and providers involved with the individual.
- Managing the case load to ensure case management team is meeting and exceeding the needs of onsite tenants.
- Tracking data and trends related to individual tenants' unique needs and referrals to meet those needs.
- Partner with tenants to provide support with independent living skills and basic life skills.
- Provide, coordinate, and/or act as a referral agent to assure that supportive services will be available to the targeted tenants.

- Certified housing counseling/prevention services.
- Childcare financial assistance.
- Emergency home and accessibility repairs program.
- Employment supportive services.
- Employment training.
- Finance and consumer education.
- Health and wellness initiatives.
- Homeless veterans' reintegration program.
- KLEAN SLATE Initiative.
- ON TIME Initiative.
- Project Discovery.
- Opioid & substance use disorder community response.
- STOP/Dominion Energy: Energyshare weatherization.
- Supportive services for veteran families.
- Technology bus.
- Weatherization assistance program.
- Workforce preparation and development/entrepreneurial pathway.
- Youth development initiatives.
- Behavioral and mental health services/counseling.
- Primary healthcare.
- Telehealth or virtual healthcare.
- Eviction Prevention.
- Food and clothing assistance.

IV. COMMUNICATION

Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. staff must work together as a team to effectively meet the needs of the Supportive Housing Tenant. This level of collaboration will require communication among all parties.

All parties agree to keep one another reasonably informed through regular contacts with respect to property management issues, tenant matters, lease violations, rent default notices, and the provision of support services to Supportive Housing Tenants. All parties agree to ensure continuing linkages for the duration of the compliance period.

All parties agree to advise one another of highly pertinent matters in the delivery of supportive services and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared. In addition, all parties agree that the programs and services available shall be provided to the benefit of the qualified households or tenants who shall reside at Bains Pointe, subject to determination of eligibility and desire of households to receive them.

WMRE and STOP INC. will work together to develop options that may be used as an alternative to eviction. As such, the team will utilize an eviction prevention plan and incorporate processes

which will include guidelines that address eviction prevention, repayment plans, and other lease violations.

In the event that an ASH tenant becomes at risk for eviction and when feasible, eviction prevention plans will be utilized as an alternative to eviction.

V. GENERAL TERMS

Terms. This Agreement will begin effective February 28, 2023 and will continue through February 28, 2024. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Dispute Resolution. The parties agree to use their best efforts to fulfill their respective responsibilities described in this Agreement. If, in the reasonable and good faith determination of one of the parties hereto, the other party(ies) is/are not adequately fulfilling such responsibilities, such complaining party must give notice thirty (30) days in advance to the other party(ies), describing in detail what responsibility is not being fulfilled, and allow the other party(ies) that time to correct or remedy the situation. If, after such notice and reasonable period of time to correct or remedy the situation, the other party(ies) has/have still failed to fulfill adequately the responsibilities under this Agreement, the complaining party(ies) shall have the right to terminate this Agreement.

Termination. Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

Confidentiality. Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement.

Applicable Law. This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Virginia, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Virginia.

Nondiscrimination. There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or

national origin in the operations of the project by Bains Pointe LP, Woda Cooper Development, Inc., WMRE and STOP INC.

Severability. In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegally or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

Amendments. This Agreement may be amended only in writing and authorized by the designated representative of Bains Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and STOP INC.

Indemnity. Each party to this Agreement hereby agrees to indemnify, defend and hold harmless, the other party(ies), including the respective officers, directors and employees of the indemnified party and their agents, and the Project from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards, and from costs and expenses, (including without limitation reasonable attorneys' fees) arising directly or indirectly, in whole or in part, out of the negligence, willful misconduct or omissions of the indemnifying party or any of its partners, officers, directors, agents or employees. The provisions of this Section shall survive termination of this Agreement and any transfer or conveyance of the Project or of any interest in the Project.

Counterparts. This Agreement may be signed in multiple counterparts, each of which will be an original, and all of which together shall constitute one and the same document. The parties agree that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email shall be valid, binding and enforceable against such party, it being understood that all parties need not sign the same counterpart.

VI. PRIMARY CONTACTS

Owner:	Bains Pointe Limited Partnership
Name:	Gregory Mustric
Phone:	614-396-3222
Email:	gmustric@wodagroup.com

Real Estate Developer:	Woda Cooper Development, Inc.
Name, Title:	Gregory Mustric, Vice President
Phone:	614-396-3222
Email:	gmustric@wodagroup.com

Property Manager:	Woda Management and Real Estate, LLC
Name, Title:	Kathleen Osterman, Regional Vice President
Phone:	614-396-3200
Email:	kosterman@wodagroup.com

Resident Service Provider: STOP Inc.

Name, Title: Carlos Clanton, Vice President of Organizational Advancement and
Workforce Development

Phone: 757-402-24447


Email: cclanton@stopinc.org

[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]

Signature Page

Signed: 
Authorized Representative
Bains Pointe Limited Partnership


Date: 2/28/2023

Signed: 
President
Woda Cooper Development, Inc.

Date: 2/28/2023

Signed: 
President
Woda Management & Real Estate, LLC

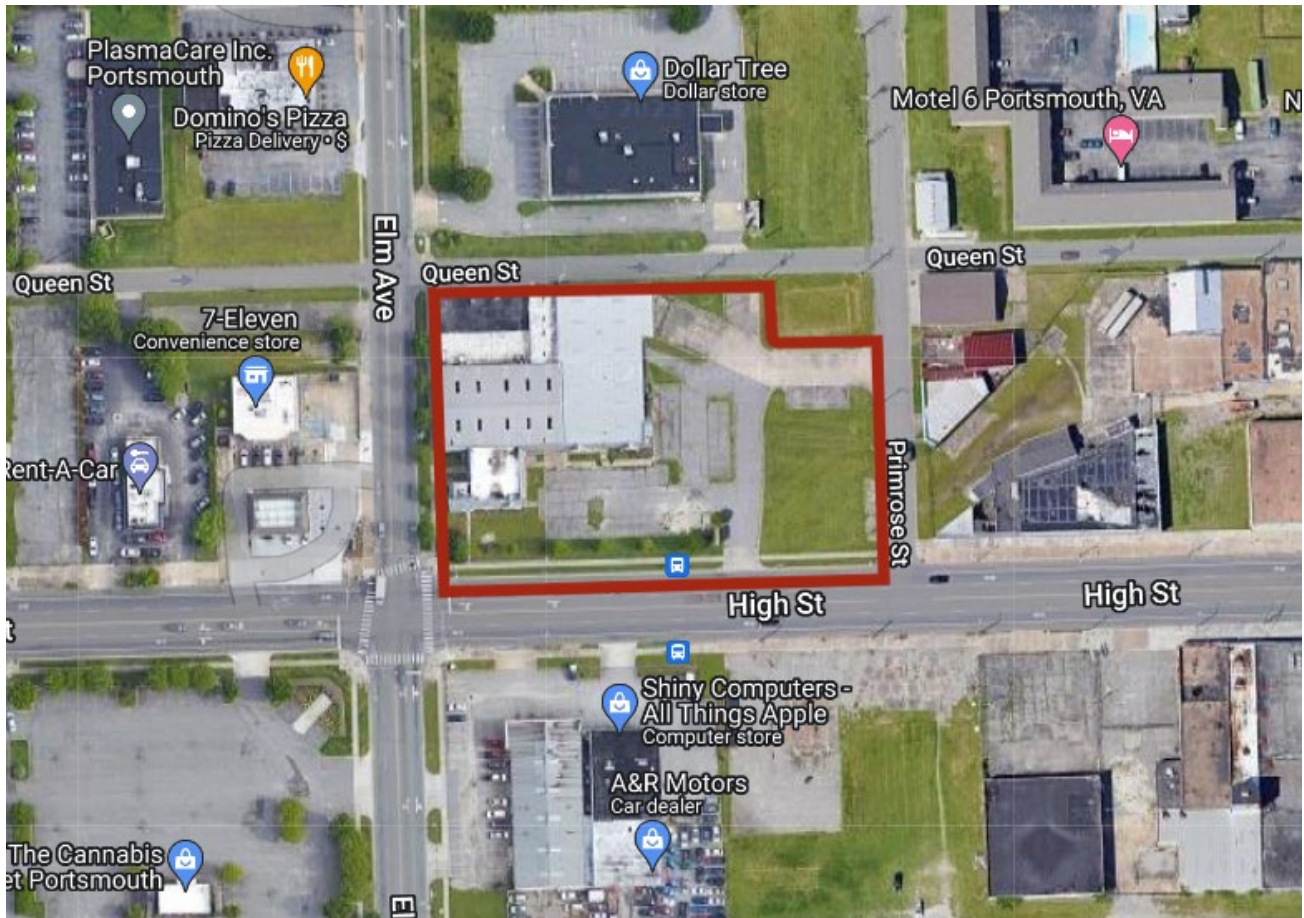
Date: 2/28/2023

Signed: 
President and CEO
STOP Inc.

Date: 2/28/2023

Exhibit A

Google Maps Satellite Aerial View of Bains Pointe Site



The Bains Pointe site is outlined in red



WODA COOPER COMPANIES



Woda Cooper Companies, Inc.

Tab S Virginia Permanent Supportive Housing Services Certification

A copy of the STOP Inc. Council on Accreditation Certification is attached.

In lieu of a CORES certification, Virginia Housing approved STOP Inc. based on information provided 30 days prior to the application deadline to compete in the ASH MSA. STOP Inc. has a certification through the Council on Accreditation. An email from Stephanie Flanders approving the request to use STOP Inc. can be provided upon request.



COUNCIL ON ACCREDITATION

attests that

STOP Inc.

Virginia Beach, VA

has achieved accreditation,
meeting the highest national standards in practice excellence.

Accredited through

May 31, 2025

Jody Levison-Johnson
President & CEO



Woda Cooper Companies, Inc. Tab S Resident Well-Being (15 points)

Bains Pointe Limited Partnership, Woda Cooper Development, Inc., and Woda Management & Real Estate, LLC has entered into a Memorandum of Understanding (“MOU”) with STOP Inc. (Resident Service Provider) to provide resident services to the Bains Pointe development (as defined in the manual). The DBHDS reviewed and approved the MOU.

STOP Inc. is the Resident Service Provider and has experience delivering direct, community-based services to individuals, as evidenced by their Council on Accreditation (“COA”) Certification. A copy of their AOC Certification is included in Tab S.

Bains Pointe Limited Partnership requests 15 points for providing Resident Services as defined in the manual.

Attached are the following:

- DBHDS MOU Approval
- Copy of the Approved MOU



DBHDS MOU Review and Decision

Woda Cooper Development, Inc., Developer of Bains Pointe Limited Partnership Low-Income Housing Tax Credit (LIHTC) Applicant (2024-ASH-08) and STOP Inc., Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Bains Pointe, once placed in service. Woda Cooper Development, Inc. has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing's (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- ☒ Meets minimum review standards
- ☐ Does not meet minimum review standards

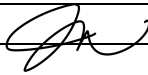
Required Evidence of Experience:

- ☐ DBHDS affirms that as of the date on this letter, _____ Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- ☒ LIHTC applicant asserts Service Provider meets other experience criteria to be reviewed by Virginia Housing.
- ☐ DBHDS attests/does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development's residents

DBHDS MOU decision:

☒ APPROVED

☐ NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	3/13/2023

**BAINS POINTE
MEMORANDUM OF UNDERSTANDING**

THE OWNER

Bains Pointe Limited Partnership

AND

THE REAL ESTATE DEVELOPER

Woda Cooper Development, Inc.

AND

THE PROPERTY MANAGER

Woda Management & Real Estate, LLC

AND

RESIDENT SERVICE PROVIDER

STOP Inc.

I. BACKGROUND AND INTENT

This Agreement for services entered into February 28, 2023 is between Bains Pointe Limited Partnership (“Bains Pointe LP”), Woda Cooper Development, Inc., Woda Management & Real Estate, LLC (“WMRE”), and the STOP Inc. (“STOP INC.”). The purpose of this Memorandum of Understanding is to encourage cooperation between Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. to further detail the separate and distinct roles and responsibilities of each party. The proposed development is called Bains Pointe and is located at approximately 1100 High Street in Portsmouth, Virginia and is approximately 1.82 +/- acres. The site is identified in Exhibit A attached hereto. Bains Pointe will be a 50-unit general occupancy development and include 8 units designated for Accessible Supportive Housing (“ASH”). The target populations for the ASH units will be designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living which may include persons with intellectual/developmental disabilities (I/DD) or persons with serious mental illness. The target populations for the General Occupancy units will be persons with intellectual/developmental disabilities (I/DD) or persons with serious mental illness. Services for tenants will be provided under a separate service agreement, with the expectation that all tenants residing in the 50-unit development of Bains Pointe will have access to services as needed and as available.

STOP INC. agrees to provide a dedicated on-site case manager to connect residents and provide residents services. The services for the tenants of Bains Pointe include but are not limited to the following: case management, certified housing counseling/prevention services, childcare financial assistance, emergency home and accessibility repairs program, employment supportive services, employment training, finance and consumer education, health and wellness initiatives, homeless veterans’ reintegration program, KLEAN SLATE Initiative, ON TIME Initiative, Project

Discovery, opioid & substance use disorder community response, STOP/Dominion Energy; supportive services for veteran families, workforce preparation and development/entrepreneurial pathway, youth development initiatives, behavioral health services, mental health counseling, primary healthcare, telehealth or virtual healthcare, eviction prevention, food and clothing assistance, and much more. These supportive services will help promote housing stability over time.

Service plans are tenant-driven and participation in services or program compliance are not a condition of tenancy. Tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive services tenants' needs change over time, tenants can receive more or less intensive support services.

The property manager (WMRE) and the Resident Service Provider (STOP INC.) will ensure that the service plans will include goals, benchmarks of individuals/households served, performance measures, and the target population served.

While staff titles may change, it anticipated that the Property Manager, Case Manager, and Resident Service Provider will be the primary staff titles at this time. Service coordination and housing related services will be provided by STOP INC., which will serve as the Resident Service Provider. STOP INC. will provide on-site services at least monthly throughout the compliance period which will be made available to the 50 Units. The STOP INC. has staff who will provide supportive housing services, perform housing case management activities including initial assessments, completing Support Service Plans, providing referrals and linkages to appropriate services, developing relationships with partner service agencies, encouraging tenant participation in appropriate services, and coordinating onsite activities for tenants in the community and supportive service rooms. STOP INC. will provide several services and/or linkages to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare, mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary, assistance with obtaining transportation, training in the use of public transportation, and referral to other agencies for other needs. Onsite services can be provided in the Resident Service Provider onsite office, the homes of the tenants or in the private, HIPAA compliant room that will be dedicated to onsite physical and behavioral healthcare services.

STOP INC. and WMRE will utilize the designated office space to deliver services and rules around use of meeting spaces, create tenant selection plans with a focus on reducing barriers, limited criminal screening, and conducting individualized assessments in accordance with DPOR's Model Policy for Tenant Screening, reporting, and outcomes data, tenancy support services.

II. ROLES AND RESPONSIBILITIES

Roles of Bains Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and STOP INC.

It is understood that Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. must work together as a team to effectively meet the needs of tenants requesting services. This

level of collaboration will require exceptional, thorough and timely communication between all parties. However, the parties to this agreement understand their separate and distinct responsibilities.

Role and Responsibility of Bains Pointe LP

Bains Pointe LP is the project owner. As such, Bains Pointe LP will make all major decisions relating to the development of the project. The project owner is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

Role and Responsibility of Woda Cooper Development, Inc.

Woda Cooper Development, Inc. is the real estate developer. Woda Cooper Development, Inc. will assemble and submit a Low-Income Housing Tax Credit ("LIHTC") application to the Virginia Housing ("VH"), secure all local, state, and federal government approvals and the financing necessary to develop the project. The real estate developer is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

Role and Responsibility of Woda Management & Real Estate, LLC

WMRE is the property manager. WMRE will be responsible for the overall operations of Bains Pointe LP which include for managing and maintaining the project, marketing, pre-leasing, lease-up, tenant move outs, and compliance with local, state, and federal programs. The property manager is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

Role and Responsibility of STOP INC.

STOP INC. is the service provider. STOP INC. will provide eligible tenants of Bains Pointe with the services and referrals specified in this MOU. STOP INC. agrees to assess the needs of residents and develop with the Bains Pointe management team, a plan to deliver services and provide every interested resident with information and referrals to local, state, and federal resources. All onsite services will be performed and conducted in designated programmatic space within the community space of Bains Pointe as denoted in the architectural drawings. Services may also be offered off-site or online as needed. The service provider is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

Role and Responsibility of all Parties

The above-mentioned parties agree in the performance of services and Bains Pointe LP agrees as the project owner, that tenant and client rights are respected and complied with not only as a matter of principle, but also as a matter of practice.

III. SCOPE OF SERVICES AND EXPECTATIONS

Bains Pointe LP

Bains Pointe LP is the project owner and will be responsible for asset management and will directly:

- Ensure that all regulatory and funding requirements are met.
- Establishes and maintains an annual budget for service coordination.
- Arrange for liability and property insurance for this project.

- Pay all taxes associated with this project.

Woda Cooper Development, Inc.

Woda Cooper Development, Inc. is the real estate developer and will:

- Research, analyze, and select the project site.
- Research and develop financing sources.
- Prepare and submit a LIHTC application to VH.
- Prepare and submit financing applications and other requirements of both private and government lenders.
- Secure all local, state, and federal government approvals and the financing necessary to develop and construct the project.
- Solicit, negotiate, and coordinate the work of all project stakeholders including, but not limited to the following: architect, environmental, general contractor, legal, finance/development, and property management.
- Coordinate all activities related to acquisition.
- Manage construction of the project.

Woda Management & Real Estate, LLC

Woda Management & Real Estate, LLC is the property manager and will:

- Efficiently manage the operations of the project.
- Prepare a management plan and Affirmative Fair Housing Marketing Plan.
- Hire all on-site staff including the property manager and maintenance technician.
- Handle all lease-up efforts and continually market the property for-lease as necessary.
- Work with STOP INC., the service provider, non-profits, and local and state organizations to request referrals for potential tenants and supportive services.
- Ensure compliance with local, state, and federal program guidelines as it pertains to the property operations and leasing efforts.

STOP Inc.

STOP INC. is the resident service provider and will provide the following services on-site, at their offices, or virtually when available and appropriate. These services may be provided directly or through linkages with the service providers. Please see the below list of services which is not exhaustive of all services available.

- Creating and updating individualized supportive services plans and connecting tenants to varying resources to support their personal goals. STOP INC. will assist tenants with adapting plans as service needs evolve over time.
- Coordinating services and service planning with other agencies and providers involved with the individual.
- Managing the case load to ensure case management team is meeting and exceeding the needs of onsite tenants.
- Tracking data and trends related to individual tenants' unique needs and referrals to meet those needs.
- Partner with tenants to provide support with independent living skills and basic life skills.
- Provide, coordinate, and/or act as a referral agent to assure that supportive services will be available to the targeted tenants.

- Certified housing counseling/prevention services.
- Childcare financial assistance.
- Emergency home and accessibility repairs program.
- Employment supportive services.
- Employment training.
- Finance and consumer education.
- Health and wellness initiatives.
- Homeless veterans' reintegration program.
- KLEAN SLATE Initiative.
- ON TIME Initiative.
- Project Discovery.
- Opioid & substance use disorder community response.
- STOP/Dominion Energy: Energyshare weatherization.
- Supportive services for veteran families.
- Technology bus.
- Weatherization assistance program.
- Workforce preparation and development/entrepreneurial pathway.
- Youth development initiatives.
- Behavioral and mental health services/counseling.
- Primary healthcare.
- Telehealth or virtual healthcare.
- Eviction Prevention.
- Food and clothing assistance.

IV. COMMUNICATION

Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. staff must work together as a team to effectively meet the needs of the Supportive Housing Tenant. This level of collaboration will require communication among all parties.

All parties agree to keep one another reasonably informed through regular contacts with respect to property management issues, tenant matters, lease violations, rent default notices, and the provision of support services to Supportive Housing Tenants. All parties agree to ensure continuing linkages for the duration of the compliance period.

All parties agree to advise one another of highly pertinent matters in the delivery of supportive services and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared. In addition, all parties agree that the programs and services available shall be provided to the benefit of the qualified households or tenants who shall reside at Bains Pointe, subject to determination of eligibility and desire of households to receive them.

WMRE and STOP INC. will work together to develop options that may be used as an alternative to eviction. As such, the team will utilize an eviction prevention plan and incorporate processes

which will include guidelines that address eviction prevention, repayment plans, and other lease violations.

In the event that an ASH tenant becomes at risk for eviction and when feasible, eviction prevention plans will be utilized as an alternative to eviction.

V. GENERAL TERMS

Terms. This Agreement will begin effective February 28, 2023 and will continue through February 28, 2024. This Agreement will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of non-renewal three (3) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

Dispute Resolution. The parties agree to use their best efforts to fulfill their respective responsibilities described in this Agreement. If, in the reasonable and good faith determination of one of the parties hereto, the other party(ies) is/are not adequately fulfilling such responsibilities, such complaining party must give notice thirty (30) days in advance to the other party(ies), describing in detail what responsibility is not being fulfilled, and allow the other party(ies) that time to correct or remedy the situation. If, after such notice and reasonable period of time to correct or remedy the situation, the other party(ies) has/have still failed to fulfill adequately the responsibilities under this Agreement, the complaining party(ies) shall have the right to terminate this Agreement.

Termination. Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

Confidentiality. Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Bains Pointe LP, Woda Cooper Development, Inc., WMRE, and STOP INC. agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement.

Applicable Law. This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Virginia, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Virginia.

Nondiscrimination. There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or

national origin in the operations of the project by Bains Pointe LP, Woda Cooper Development, Inc., WMRE and STOP INC.

Severability. In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegally or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

Amendments. This Agreement may be amended only in writing and authorized by the designated representative of Bains Pointe LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and STOP INC.

Indemnity. Each party to this Agreement hereby agrees to indemnify, defend and hold harmless, the other party(ies), including the respective officers, directors and employees of the indemnified party and their agents, and the Project from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards, and from costs and expenses, (including without limitation reasonable attorneys' fees) arising directly or indirectly, in whole or in part, out of the negligence, willful misconduct or omissions of the indemnifying party or any of its partners, officers, directors, agents or employees. The provisions of this Section shall survive termination of this Agreement and any transfer or conveyance of the Project or of any interest in the Project.

Counterparts. This Agreement may be signed in multiple counterparts, each of which will be an original, and all of which together shall constitute one and the same document. The parties agree that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email shall be valid, binding and enforceable against such party, it being understood that all parties need not sign the same counterpart.

VI. PRIMARY CONTACTS

Owner: **Bains Pointe Limited Partnership**
Name: Gregory Mustric
Phone: 614-396-3222
Email: gmustric@wodagroup.com

Real Estate Developer: **Woda Cooper Development, Inc.**
Name, Title: Gregory Mustric, Vice President
Phone: 614-396-3222
Email: gmustric@wodagroup.com

Property Manager: **Woda Management and Real Estate, LLC**
Name, Title: Kathleen Osterman, Regional Vice President
Phone: 614-396-3200
Email: kosterman@wodagroup.com

Resident Service Provider: STOP Inc.

Name, Title: Carlos Clanton, Vice President of Organizational Advancement and
Workforce Development

Phone: 757-402-24447


Email: cclanton@stopinc.org

[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]

Signature Page

Signed: 
Authorized Representative
Bains Pointe Limited Partnership

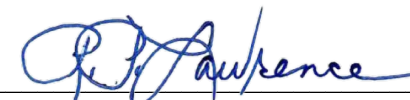
Date: 2/28/2023

Signed: 
President
Woda Cooper Development, Inc.

Date: 2/28/2023

Signed: 
President
Woda Management & Real Estate, LLC

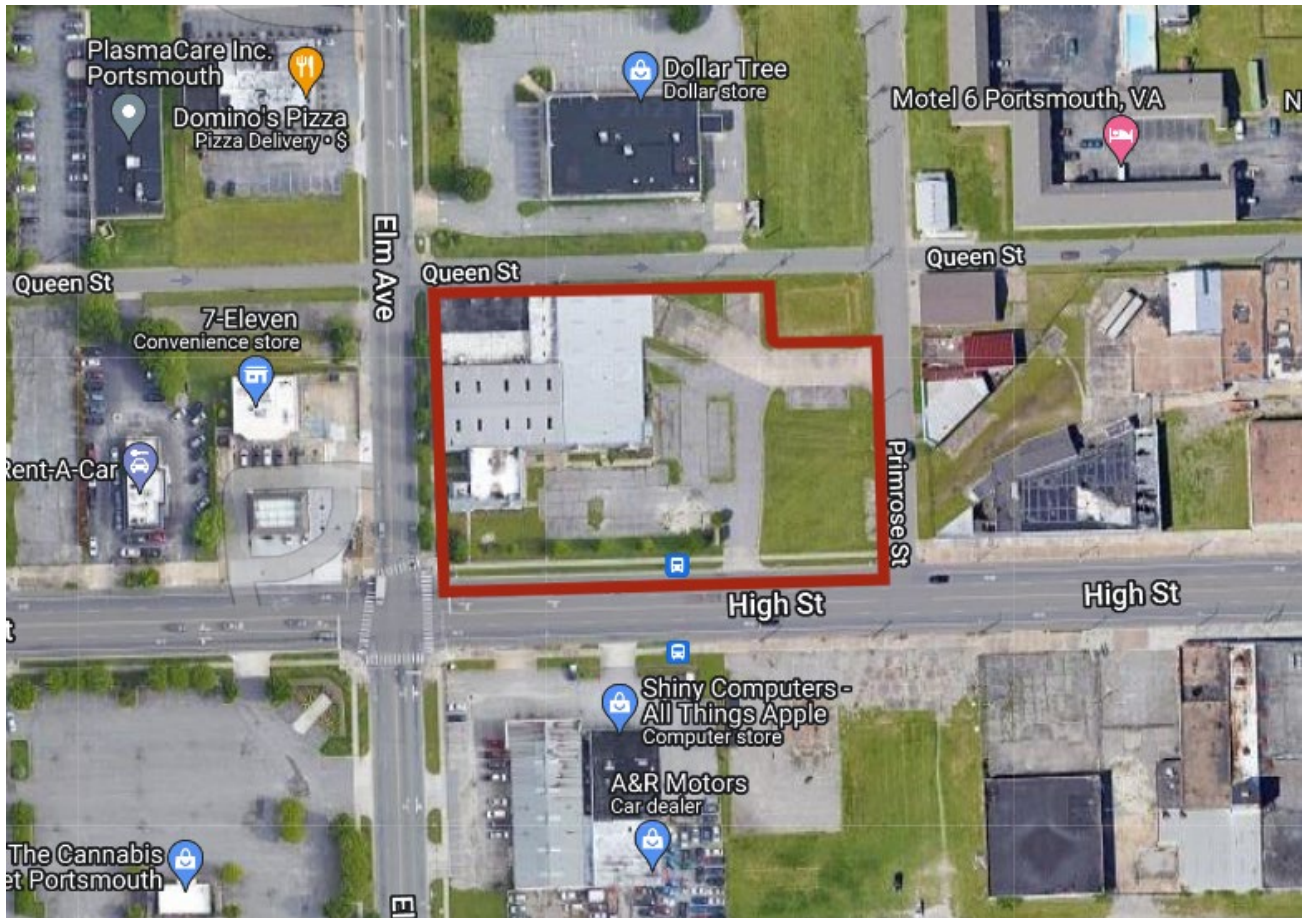
Date: 2/28/2023

Signed: 
President and CEO
STOP Inc.

Date: 2/28/2023

Exhibit A

Google Maps Satellite Aerial View of Bains Pointe Site



The Bains Pointe site is outlined in red



WODA COOPER COMPANIES



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com

500 South Front St
10th Floor
Columbus, Ohio 43215

Woda Cooper Companies, Inc.

Tab S Free on-call, telephonic or virtual healthcare services with a licensed provider (15 points)

Attached is a certification confirming that free on-call, telephonic or virtual healthcare services with a licensed provider will be provided to the residents of Bains Pointe.



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com

500 South Front St
10th Floor
Columbus, Ohio 43215

March 1, 2023

Tax Credit Allocation Department
Virginia Housing
601 S. Belvidere Street
Richmond, VA 23220

RE: Bains Pointe Free on-call, telephonic or virtual healthcare services certification
1100 High Street, Portsmouth, VA 23704

To whom it may concern:

Please accept this certification that free on-call, telephonic or virtual healthcare services will be provided to the residents at Bains Pointe with a licensed provider.

Please feel free to contact me if you have any questions or need further documentation at 614-396-3222 or via email at gmustric@wodagroup.com.

Sincerely,

WODA COOPER DEVELOPMENT, INC.

Gregory Mustric
Vice President

Tab T:

Funding Documentation

March 14, 2023



Woda Cooper Development, Inc.
c/o Garrett LeDonne
Vice President of Development and IT
500 S. Front St., 10th Floor
Columbus, OH 43215

Re: Bains Pointe
Financing Proposal

Dear Mr. LeDonne:

Merchants Capital Corp. recognizes that Bains Pointe is a proposed Low-Income Housing Tax Credit development located in Portsmouth, Virginia. We expressly acknowledge that the development will be subject to the income averaging set aside income limits.

It is our understanding that Bains Pointe will consist of fifty (50) units, providing affordable rental housing for families, subject to various special use restrictions. The income/rent categories within the development are as follows:

- Thirteen (13) units will be set aside for households earning at or below thirty percent (30%) of the area median income;
- Twelve (12) units will be set aside for households earning at or below fifty percent (50%) of the area median income;
- Twenty-Five (25) units will be set aside for households earning at or below eighty percent (80%) of the area median income;

Merchants Capital will provide construction financing for Bains Pointe under the following terms and conditions:

BORROWER:	Bains Pointe Limited Partnership
LOAN AMOUNT:	\$13,410,000
INTEREST RATE:	8.50%
TERM:	30 Months
AMORTIZATION:	Interest Only
FEE:	1.00%
COLLATERAL	First mortgage on the subject parcel(s) and all improvements including fifty (50) rental units known as Bains Pointe, and assignment of tax credits

Merchants Capital will provide permanent financing for Bains Pointe under the following terms and conditions:

BORROWER:	Bains Pointe Limited Partnership
LOAN AMOUNT:	\$3,600,000
INTEREST RATE:	7.25%
TERM:	16 Years
AMORTIZATION:	40 Years
RESERVES:	\$300/unit
FINANCING FEE:	1.00%
COLLATERAL:	First mortgage on the subject parcel(s) and all improvements including fifty (50) rental units known as Bains Pointe, and assignment of tax credits.

This proposal is subject to the borrower's ability to obtain and syndicate IRS Section 42 Low-Income Housing Tax Credits for the development, in an amount and under terms satisfactory to Merchants Capital Corp. and the following conditions:

1. Final review and approval of the financial forecasts;
2. Final review and approval of plans and specifications;
3. Review and approval of appraisal and environmental reports;
4. Completion of constructions and satisfactory inspection by an authorized architect as approved by Merchants Capital Corp.;
5. Verification of funding of equity and any other funding sources;
6. Full due diligence and approval by Merchants Capital Corp.

Please understand this is a letter of intent to provide financing and is not a commitment. Thank you for the opportunity to participate in this development.

Sincerely,



Michael R. Dury, President & CEO
Merchants Capital Corp.

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

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Matthew Greeson, Esq.
VSB #83939
Reno & Cavanaugh, PLLC
455 Massachusetts Ave., N.W., Suite 400
Washington, DC 20001
(202) 783-2800

RIGHT OF FIRST REFUSAL AGREEMENT
Bains Pointe Apartments

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **BAINS POINTE LIMITED PARTNERSHIP**, a Virginia limited liability company (the "Owner" or the "Partnership"), **BAY AGING**, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by **WODA COOPER COMMUNITIES II, LLC**, an Ohio limited liability company (the "Managing Member"), the Managing Member of **BAINS POINTE GP, LLC**, an Ohio limited liability company (the "General Partner"), the General Partner of the Partnership. The General Partner and any current or future Limited Partner and/or Special Limited Partner are sometimes collectively referred to herein as the "Consenting Partners". The Limited Partner and Special Limited Partner are sometimes collectively referred to herein as the "Non-Managing Partners". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Partnership Agreement dated on or about the date hereof by and among the Consenting Partners (the "Partnership Agreement"), is engaged in the ownership and operation of a fifty (50) unit apartment project for families located in Portsmouth, Virginia and commonly known as "Bains Pointe Apartments" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is the Nonprofit Member of the General Partner of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Partnership Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Partnership at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Partnership agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Partnership of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Partners). The Partnership shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Partnership a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the General Partner (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Partners or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Partnership shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Partners. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B)

of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Partners of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Partners:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the City of Portsmouth, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Limited Partner from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Limited Partner, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of

the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Limited Partner as a partner of the Partnership for federal income tax purposes) then the parties shall amend this Agreement and the Limited Partner shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Partnership set forth in the Partnership Agreement;

(ii) If to a Consenting Partner, at their respective addresses set forth in the Partnership Agreement;

(iii) If to the Grantee, 5306 Old Virginia Street, P.O. Box 610, Urbanna, Virginia, 23175; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

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

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Partnership, Limited Partner and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Partners and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this

Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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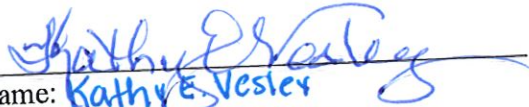
Right of First Refusal Agreement
Bains Pointe Apartments
Signature Page 1 of 4

GRANTEE:

BAY AGING,

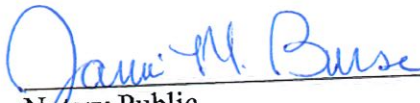
a Virginia non-stock nonprofit corporation

By:


Name: Kathy E. Vesley
Title: President & CEO

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF Middlesex)

On March 15, 2023, before me, the undersigned, a notary public in and for said state, personally appeared [Kathy E. Vesley], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as [President & CEO], and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: 06/30/2023

Registration No.: #7849824

JANICE M. BURSE
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
#7849824
Commission Expires 06/30/2023

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

GENERAL PARTNER:

BAINS POINTE GP, LLC, an Ohio limited liability company

By: Woda Cooper Communities II, LLC,
an Ohio limited liability company, its
managing member

By: 
David Cooper, Jr., Manager

STATE OF OHIO)

COUNTY OF Franklin)

On March 15, 2023, before me, the undersigned, a notary public in and for said state, personally appeared **David Cooper, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Manager Woda Cooper Communities II, LLC, the managing member of Bains Pointe GP, LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: January 19, 2027

Registration No.: 2022-RE-843279



CASANDRA NICOLE HUTCHINSON
Notary Public
State of Ohio
My Comm. Expires
January 19, 2027

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

LIMITED PARTNER:

[INVESTOR ENTITY], a
[] [] limited liability company

By: []

By: _____

SPECIAL LIMITED PARTNER:

[] [] SPECIAL LIMITED
PARTNER, L.L.C., a [] [] limited
liability company

By: [], LLC, a [] []
limited liability company, its manager

By: _____

STATE OF _____)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of [Investor Entity], a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

EXHIBIT A
LEGAL DESCRIPTION

The Land is described as follows:

TRACT 1:

ALL those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, situate in the City of Portsmouth, Virginia, and being bounded and described as follows, to-wit: Beginning at the northwest intersection of Primrose Street and High Street and from thence running west along High Street eighty (80) feet; thence north and parallel with Primrose Street one hundred thirteen (113) feet; thence east and parallel with High Street eighty (80) feet to Primrose Street; thence south along Primrose Street one hundred thirteen (113) feet to the point of beginning and is composed of Lots One (1), Two (2), Three (3), and Four (4) on the Plat of the Wilson property sold by L. Harmanson and John Neely, duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake in Map Book 2, pages 30 and 31.

BEING all that certain property as conveyed to the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF PORTSMOUTH, VIRGINIA, a political subdivision of the Commonwealth of Virginia by deed from PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, a copy of which is duly recorded in the Clerk's Office of Portsmouth Circuit Court as [Instrument No. 180009596](#).

TRACT 2:

PARCEL THREE: One (1116 High Street)

All that certain lot, place or parcel of land, lying, situate and being on the North side of High Street and the South side of Queen Street, In the City of Portsmouth, Virginia, together with the buildings and improvements thereon and the appurtenances thereunto appertaining more particularly bounded and described as follows, to-wit:

Beginning at a point in the Northern line of High Street which is distant One Hundred Seventy-Five (175) feet in an Easterly direction along said Northern line from its intersection with the Eastern line of Elm Avenue (formerly Cooke Street) and from said point of beginning running thence Easterly along said Northern line of High Street a distance of One Hundred Twenty-Five (125) feet to a point; thence Northerly and parallel with the Eastern line of Elm Avenue a distance of Two Hundred Twenty-Six (226) feet to a point in the Southern line of Queen Street; thence in a Westerly direction along the said Southern line of Queen Street a distance of Seventy-Five (75) feet to a point; thence Southerly and parallel with the Eastern line of Elm Avenue a distance of One Hundred Thirteen (113) feet to a point; thence Westerly and parallel with Queen Street a distance of Twenty-Five (25) feet to a point; thence Northerly and parallel with the Eastern line of Elm Avenue a distance of One Hundred Thirteen (113) feet to a point in the Southern line of Queen Street; thence Westerly along said Southern line of Queen Street a distance of Twenty-Five (25) feet to a point; and thence Southerly and parallel with Elm Avenue a distance of Two Hundred Twenty-Six (226) feet to the point of beginning aforesaid.

TRACT 3:

PARCEL ONE: (1130 High Street)

All that certain lot, piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Portsmouth, State of Virginia, and more particularly bounded and described as follows, to-wit:

EXHIBIT A

(Continued)

Beginning at a point at the Southeast intersection of Elm Avenue and Queen Street, and thence running East along the South side of Queen Street One Hundred Thirteen (113) feet to a point; thence South and parallel with Elm Avenue Forty (40) feet to a point; thence West and parallel with Queen Street One Hundred Thirteen (113) feet to a point on the Eastern side of Elm Avenue; thence North Forty (40) feet to the point of beginning.

LESS, SAVE AND EXCEPT that portion of property described above conveyed to Portsmouth Redevelopment and Housing Authority by deed dated February 22, 1999, and recorded March 2, 1999 in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 1252 at page 768.

PARCEL TWO: (1130 High Street)

All that certain lot, piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Portsmouth, Virginia, and more particularly bounded and described as follows, to-wit:

Beginning at the intersection of the North right-of-way line of High Street with the East right-of-way line of Elm Avenue; thence East along the North right-of-way line of High Street One Hundred Seventy-Five (175) feet to a pin; thence North parallel to Elm Avenue One Hundred Thirteen (113) feet to a pin; thence West parallel to High Street Fifty (50) feet to a pin; thence North parallel to Elm Avenue One Hundred Thirteen (113) feet to a pin in the South right-of-way line of Queen Street; thence West along the South right-of-way line of Queen Street Twelve (12) feet to a point for corner; thence South parallel to Elm Avenue Forty (40) feet to a point for corner; thence West parallel to High Street One Hundred Thirteen (113) feet to a pin in the East right-of-way line of Elm Avenue; thence South along the East right-of-way line of Elm Avenue One Hundred Eighty-Six (186) feet to the point and place of beginning.

LESS, SAVE AND EXCEPT that portion of the above-described property conveyed to Portsmouth Redevelopment and Housing Authority by deed dated February 22, 1999 and recorded March 2, 1999 in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 1252 at page 768.

TRACT 4:

PARCEL THREE: Three (1121 Queen Street)

All that certain piece or parcel of land, with the buildings and improvements thereon, situate in the City of Portsmouth, Virginia, known as numbered 1121 Queen Street, (previously erroneously stated as being at "1112 Queen" in prior deed) bounded and described as follows, to-wit:

Beginning at a point on the South side of Queen Street Two Hundred (200) feet from the Southeast intersection of Elm Avenue (formerly Cooke Street) and Queen Streets; thence South One Hundred Thirteen (113) feet; thence East Twenty-Five (25) feet thence North One Hundred Thirteen (113) feet to Queen Street; and thence West along Queen Street Twenty-five (25) feet to the point of beginning.

TRACT 5:

PARCEL THREE: One (1125 Queen Street)

All that certain lot or parcel of land, with the buildings and improvements thereon and with its appurtenances thereunto situate in the City of Portsmouth, Virginia, and bounded and described as follows, to-wit:

EXHIBIT A

(Continued)

Beginning on the South side of Queen Street at a point distant One Hundred Twenty-Five (125) feet East from the Southeast intersection of Elm Avenue and Queen Streets and thence running East along Queen Street Fifty (50) feet; thence South One Hundred Thirteen (113) feet; thence West Fifty (50) feet; and thence North One Hundred Thirteen (113) feet to the point of beginning.

TRACT 6:

PARCEL FOUR: (460 & 462 Primrose Street)

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, lying, being and situate in the City of Portsmouth, Virginia, and more particularly described as follows, to-wit:

Disposition Parcel 187 as shown on that certain plat entitled, "Plat Showing Survey of Disposition Parcel 187, Crawford Urban Renewal Project for Portsmouth Redevelopment and Housing Authority, Portsmouth, Virginia" prepared by AML Surveying, Land Surveying & Planning, Portsmouth, Virginia, dated December 22, 1997.

AND TOGETHER WITH all right, title and interest of Evans Electric Company, a Virginia corporation, if any, in and to former streets, alleys, rights-of-way or other public thoroughfares, or portions thereof, abutting the above-described parcels and closed by the appropriate governmental authority.

TRACTS 2, 3, 4, 5 and 6: BEING all that certain property as conveyed to the ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF PORTSMOUTH deed from SOUTHERN BANK AND TRUST COMPANY, a North Carolina corporation, a copy of which is duly recorded in the Clerk's Office of Portsmouth as [Instrument No. 160008063](#).

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com

500 South Front St
10th Floor
Columbus, Ohio 43215

3/1/2023

Stephanie Flanders
Director of LIHTC Programs
Virginia Housing
601 S. Belvidere Street
Richmond, VA 23220

Re: Internet Service

Dear Ms. Flanders:

Please be advised that Bains Pointe will provide free individual Wi-Fi internet service for all units per the QAP and Tax Credit Manual for 12 points. Free community room Wi-Fi restricted to development residents will also be provided per the QAP and Tax Credit Manual. There will be a rotating password and only accessible to residents. The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

The internet service provided will be 10 Mbps download and 3 Mbps upload.

Please see the following attached documents that will also be provided to residents:

- Draft Resident Acknowledgement Form
- Internet Security Plan
- Resident Internet Education Information

In addition, the development team will include the resident education and form in all resident files.

Sincerely,

WODA COOPER DEVELOPMENT, INC.

David Cooper, Jr.
President



Resident Acknowledgement Form

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have been provided a copy and have thoroughly reviewed the Internet Security Plan and Resident Internet Education Information and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

Furthermore, I acknowledge that free individual Wi-Fi internet service will be provided. I agree to use good judgement when using the free Wi-Fi internet service. I agree to avoid downloading questionable applications, and I agree to report any questionable applications links and emails. I have read the Rules of Operation above and I will abide by them.

By: _____

Name (Print): _____

Date: _____



BAINS POINTE

INTERNET SECURITY PLAN

The internet service in the community room will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

Resident Internet Education Information



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

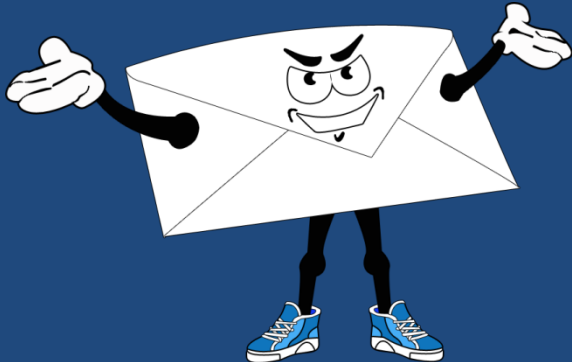
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



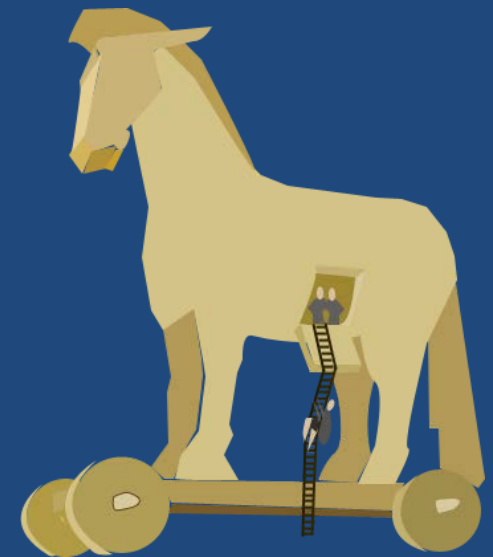
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a “zombie computer”. “Zombie computers” can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media

Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.



Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger(can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. 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.

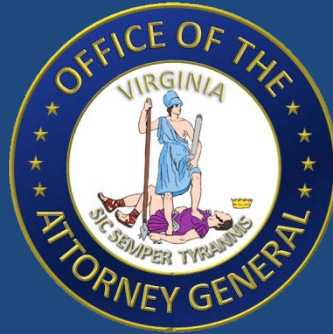
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior 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. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219
(804) 786-2071
www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Bains Pointe

Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Bains Pointe will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

Woda Management & Real Estate, LLC (“WMRE”) will be responsible for the management of Bains Pointe. WMRE will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, WMRE will be responsible for the development and management of community and resident services program. There will be a property manager on-site at Bains Pointe. The files will also be kept on-site at Bains Pointe.

The development, Bains Pointe is located at approximately 1100 High Street in Portsmouth, Virginia. Bains Pointe will be a 50-unit residential development. 15% of the total units (8 units) will be marketed and held available for tenants in need of supportive services. The 8 units are designated for Accessible Supportive Housing (“ASH”). The ASH units and Bains Pointe development will meet the requirements identified in the ASH Pool Guidelines listed in the Virginia Housing Tax Credit Manual and the Virginia Housing Permanent Supportive Housing Services Certification for projects qualifying for the ASH Pool. The target populations for the ASH units will be designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living including disabilities. The development will provide rent subsidies in order to ensure occupancy by extremely low-income persons for 15% of the units. The ASH pool units will be actively marketed and rented to households including at least one person with a disability. Bains Pointe Limited Partnership will not impose tenant selection criteria or leasing terms to the ASH units having state rental assistance 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.

Bains Pointe Limited Partnership and WMRE commit to providing a first preference on its waiting list for persons with an intellectual or developmental disability (ID/DD) for the greater of 8 units or 15% of the units. At least 15% of the units will conform to HUD regulations interpreting the fully, permanently accessible unit requirements of Section 504 of the Rehabilitation Act as referenced in the requirements set forth in the Uniform Federal Accessibility Standards “UFAS”. As

mentioned in Section II. Marketing and Outreach, Bains Pointe Limited Partnership and WMRE will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) and Virginia Department of Behavioral Health and Developmental Services (DBHDS). WMRE will retain tenant verification letters, and the Acknowledgement and Settlement Agreement Target Population Status. Developmental Disability units will be confirmed by VH; Elizabeth Seward, Director, Statewide Housing Initiatives, (804)-343-5615.

I. Affirmative Marketing

WMRE is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. WMRE, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure. Any resident who has questions not answered by the housing staff will be referred to the Regional Director of WMRE.

II. Marketing and Outreach

WMRE will locate people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

WMRE will contact local centers for independent living and disability services boards and other service organizations via phone and printed communication. Additionally, WMRE will notify such organizations of vacancies. The contacts will include the following organizations:

- STOP Inc.: 757-858-1360
- Resources for Independent Living, Inc.: 804-353-6503
- Hampton Roads Community Action Program: 757-247-0379
- Portsmouth Department of Behavioral Healthcare Services: 757-393-5357 and 757-393-8321

- Portsmouth Social Services: 757-405-1800
- The Portsmouth Homeless Action Consortium (PHAC) local CoC: 757-966-2107
- Virginia Department for Aging and Rehabilitative Services: 804-662-7000 and 804-714-2021
- Virginia Association of Community Services Boards: 804-330-3141
- Department of Rehabilitative Services: 757-686-5004
- Department of Veterans Services: 877-285-1299
- Continuum of Care Organizations
- Virginia Board for People with Disabilities: 804-786-0016
- Centers for Independent Living (ENDependence Center, Inc)
 - Disability Resource Center: 757-461-8007
 - Access Independence: 757-461-7527
- **Virginia Department of Medical Assistance Services (DMAS): 804-786-7933**
- **Virginia Department of Behavioral Health and Developmental Services (DBHDS): 804-786-3921**
- Any other appropriate resource agencies/organizations, non-profits that assist persons with disabilities, churches, veteran's organizations, service clubs (Rotary, Kiwanis, Ruritans, VFW), patient services of local hospitals and nursing homes
- Places of employment, unemployment offices, welfare and post offices, grocery stores, churches, community halls, public transportation centers, and local non-profit organizations

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VH.

2. Internet Search and Digital Advertising

Woda Management & Real Estate, LLC will also list the property on the following websites at the start of lease up and for the duration of the compliance period:

- The property will be listed on www.virginiahousingsearch.com , which includes information on amenities available for the Target Population(s). It will be listed at the start of lease up and for the duration of the compliance period.
- www.hud.gov
- www.craigslist.org
- www.accessva.org
- <http://dbhds.virginia.gov>
- Other applicable apartment listing websites

3. Print Media

Print media sources will also be identified in the area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact the units for people with disabilities are available.

4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the project newsletter announcing the tenant referral program.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include

the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochures can be produced at low cost which will effectively sell the apartments and community. This brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50-\$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers should be changed several times each year to reflect the season or any type of special referral program.

III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Regional Manager at WMRE directly. WMRE encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, churches, mosques, and synagogues, city officials, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the

respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Management Office will be open Monday through Thursday from 9:00 A.M. to 2:00 P.M. Applicants will be processed at the Management Office in accordance with approved criteria. Move-in process and orientation to property - applicants meet with the Housing Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

On-site staff will perform housekeeping/home visits, check previous landlord and personal references, verify income, perform criminal/sex offender and credit background checks for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New tenants will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection will include maximum income standards under the Low-Income Housing Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Application Processing

Application processing will be done by the housing staff at the Management Office, well versed in Fair Credit Law. As stated before, the processing will include a review of prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The on-site staff will make further review for inaccuracies in the application.

The annual income and family composition are the key factors for determining eligibility. However, the Property Manager will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.

- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below your threshold, but you have determined the applicant has no bad credit and no negative rental history and no criminal history and enough income to qualify, then you can conditionally approve the application after you have contacted the prior landlord. In these cases, the application must be reviewed by the Associate Director before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
 - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
 - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Bains Pointe is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.

- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability if required.
- Applicants must provide a birth certificate or other acceptable HUD approved forms of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

Held Vacant for 60 Days

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point Units to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 50-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to Virginia Housing's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 50-point Unit when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

NOT APPLICABLE

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

SWaM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Bains Pointe Limited Partnership

Name of SWaM Service Provider The Hyperion Group, Inc.

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
☒ consulting services to complete the LIHTC application;
☒ ongoing development services through the placed in service date;
☐ general contractor;
☐ architect;
☐ property manager;
☐ accounting services; or
☐ legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

The Hyperion Group, Inc. was engaged prior to application submission as a consultant to the Applicant for purposes of estimating construction costs, particularly in the provision of HVAC systems, plumbing, and green certification strategy. Further, if awarded credits, the Applicant plans to engage The Hyperion Group, Inc. as a subcontractor in its areas of expertise during construction until the project is placed in service. In addition, The Hyperion Group, Inc. will also be consulting to help Bains Pointe Limited Partnership ensure diversity in subcontractor hiring and opportunities to hire minority individuals from the region.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWaM Program.

Please see attached.

4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Bains Pointe Limited Partnership

Name of Applicant



Signature of Applicant

David Cooper, Jr. – Authorized Member of the General Partner

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

The Hyperion Group, Inc.

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

W. Travis Bowers, Owner & CEO

Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

THE HYPERION GROUP, INC.

is a certified Small, Minority Owned
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 675826

Valid Through: Jul 30, 2023

Accordingly Certified

A handwritten signature in blue ink, reading "Tracey G. Wiley".

Tracey G. Wiley, Director



Tab AA:

Priority Letter from Rural Development

NOT APPLICABLE

TAB AB:

Social Disadvantage Certification

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Bruce Watts

LIHTC Applicant Name Bains Pointe Limited Partnership

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

INSTRUCTIONS:

Please complete either IA or 1B and also provide a complete response to II. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.

I. SOCIAL DISADVANTAGE

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

X Black American

_____ Hispanic American

_____ Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

_____ Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

_____ Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. _____ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

Bruce Watts will own 25% of the general partner interest in Bains Pointe Limited Partnership. Please see the organizational chart in Tab A for verification.

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Bains Pointe Limited Partnership
Name of Applicant


Signature of Applicant

David Cooper, Jr. – Authorized Member of the General Partner
Printed Name and Title of Authorized Signer

PRINCIPAL:


Signature of Qualifying Principal

Bruce Watts – Member of Bains Pointe GP, LLC
Printed Name and Title of Qualifying Principal