
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

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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.

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

VHDA TRACKING NUMBER

2023-C-19

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/15/2023

1. Development Name: Miller's Rest Apartments III
2. Address (line 1): 6100 Old Mill Road
 Address (line 2): _____
 City: Lynchburg State: VA Zip: 24502
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 ▶ Lynchburg 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: 9.02
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>TRUE</u>

Enter only Numeric Values below:

13. Congressional District: 5
- Planning District: 11
- State Senate District: 23
- State House District: 23

14. **ACTION:** Provide Location Map (**TAB K2**)

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

New Construction consisting of 80 units, comprised of one, two, and three-bedroom units. Amenities will include a community building, access to a laundry facility, fitness center, and playground. Property will be EarthCraft Gold Certified.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/15/2023

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: Wynter Benda
 Chief Executive Officer's Title: City Manager Phone: (434) 455-3990
 Street Address: 900 Church Street
 City: Lynchburg State: VA Zip: 24504

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

for the local CEO: Tom Martin | City Planner and Secretary of Planning Commission | (434) 455-3909

- 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:

Balance of State Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

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

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

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

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: 50

Definition of selection:

Development will be subject to an extended use agreement of 35 additional years after the 15-year compliance period for a total of 50 years.

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: Miller's Rest Apartments III, LP

Developer Name: Upland Investors, LLLP

Contact: M/M ▶ Mr. First: Austin MI: T Last: Pittman

Address: 150 W Main Street, Suite 1650

City: Norfolk St. ▶ VA Zip: 23510

Phone: (757) 605-2946 Ext. Fax: (757) 499-9414

Email address: apittman@lawsoncompanies.com

Federal I.D. No. 921863009 (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.
William Sexauer | wsexauer@lawsoncompanies.com | (757) 605-2930

- 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
Steven E. Lawson	(757) 499-6161	Manager of GP	24.440%
Carl L. Hardee	(757) 499-6161	Member of GP	9.380%
Aaron J. Phipps	(757) 499-6161	Member of GP	7.360%
Susan L. Glancy	(757) 499-6161	Member of GP	5.580%
Kristopher L. Knepper	(757) 499-6161	Member of GP	10.580%
Austin T. Pittman	(757) 499-6161	Member of GP	6.000%
Robert R. Lawson	(757) 499-6161	Member of GP	12.220%
Michael A. Lawson	(757) 499-6161	Member of GP	12.220%
Jeffrey A. Lawson	(757) 499-6161	Member of GP	12.220%
			0.000%
			0.000%
			0.000%
			0.000%

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

C. OWNERSHIP INFORMATION

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

ACTION:

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

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

FALSE

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

3. Developer Experience:

May select one or more of the following choices:

TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

Action: Provide one 8609 from qualifying development. **(Tab P)**

TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

Action: Provide one 8609 from each qualifying development. **(Tab P)**

FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

Action: Provide documentation as stated in the manual. **(Tab P)**

D. SITE CONTROL

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: 9/30/2024

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..... 12/1/2023 .
- 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: Lawson Development, LLC

Address: 150 W Main Street, Suite 1650

City: Norfolk St.: VA Zip: 23510

Contact Person: Aaron J. Phipps Phone: (757) 499-6161

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

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

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

Names	Phone	Type Ownership	% Ownership
Steven E. Lawson	(757) 499-6161	Manager	24.44%
Carl L. Hardee	(757) 499-6161	Member	9.38%
Aaron J. Phipps	(757) 499-6161	Member	7.36%
Susan L. Glancy	(757) 499-6161	Member	5.58%
Kristopher L. Knepper	(757) 499-6161	Member	10.58%
Austin T. Pittman	(757) 499-6161	Member	6.00%
Robert R. Lawson	(757) 499-6161	Member	12.22%
Michael A. Lawson	(757) 499-6161	Member	12.22%
Jeffry A. Lawson	(757) 499-6161	Member	12.22%
			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:	Erik T. Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington DC 20005		
Email:	ehoffman@kleinhornig.com	Phone:	(202) 926-3404
2. Tax Accountant:	Steve Dauby	This is a Related Entity.	FALSE
Firm Name:	Dauby, O'Connor & Zaleski	DEI Designation?	FALSE
Address:	501 Congressional Blvd., Carmel, IN 46032		
Email:	sdauby@doz.net	Phone:	(317) 848-5700
3. Consultant:	Jim Chandler	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:	7156 Club Road, Henrico, VA 23228		
Email:	jimchandler111@gmail.com	Role:	LIHTC Consultant
		Phone:	(804) 677-2167
4. Management Entity:	Susan L. Glancy	This is a Related Entity.	TRUE
Firm Name:	Lawson Realty Corporation	DEI Designation?	FALSE
Address:	150 W Main Street, Suite 1650, Norfolk, VA 23510		
Email:	sglancy@lawsoncompanies.com	Phone:	(757) 499-6161
5. Contractor:	Kristopher L. Knepper	This is a Related Entity.	TRUE
Firm Name:	The R.A. Lawson Corporation	DEI Designation?	FALSE
Address:	150 W Main Street, Suite 1650, Norfolk, VA 23510		
Email:	kknepper@lawsoncompanies.com	Phone:	(757) 499-6161
6. Architect:	Thomas F. Smith	This is a Related Entity.	FALSE
Firm Name:	TS3 Architects, PC	DEI Designation?	FALSE
Address:	1228 Perimeter Parkway, Suite 101, Virginia Beach, VA 23454		
Email:	thomas.smith@ts3architects.com	Phone:	(757) 689-2699
7. Real Estate Attorney:	Howard E. Gordon	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen, PC	DEI Designation?	FALSE
Address:	999 Waterside Drive, Suite 1700, Norfolk, VA 23510		
Email:	hgordon@williamsmullen.com	Phone:	(757) 629-0607
8. Mortgage Banker:	Aaron J. Phipps	This is a Related Entity.	TRUE
Firm Name:	Multifamily Mortgage Lending, LLC	DEI Designation?	FALSE
Address:	999 W Main Street, Suite 1650, Norfolk, VA 23510		
Email:	aphipps@lawsoncompanies.com	Phone:	(757) 499-6161
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
Action: If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

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

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:

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

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

Name: [Yellow box]

Contact Person: [Yellow box]

Street Address: [Yellow box]

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

Name of qualified nonprofit: [Redacted]

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

Name of Local Housing Authority [Redacted]

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.

Do not select if extended compliance is selected on Request Info Tab

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	80	bedrooms	160
Total number of rental units in development	80	bedrooms	160
Number of low-income rental units	80	bedrooms	160
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	80	bedrooms	160
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.....			96,787.64 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			12,618.10 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			84,169.54 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	9.980		
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

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

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

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

i. Roof Type ▶ Hip Roof
 j. Construction Type ▶ Combination
 k. Primary Exterior Finish ▶ Combination

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: A community building, access to a laundry facility, fitness center, and playgr

m. Number of Proposed Parking Spaces 228
 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	1.70%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	1.70%
Project Wide Absorption Period (Months)	6

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.
- 49.82%** b1. Percentage of brick covering the exterior walls.
- 50.18%** 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).
- FALSE** d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE** e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2022 Cycles*
- 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.
- 0%** r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)

J. ENHANCEMENTS

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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


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

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

- 20 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:
25% 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? | <u>FALSE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>FALSE</u> | AC? | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer? | <u>FALSE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	22	28	32	0
Air Conditioning	0	9	11	13	0
Cooking	0	7	10	11	0
Lighting	0	32	41	48	0
Hot Water	0	18	23	27	0
Water	0	13	15	17	0
Sewer	0	14	19	24	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$115	\$147	\$172	\$0

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

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. TRUE Other: Energy Consumption model - A

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: Lynchburg Redevelopment and Housing Authority

Contact person: Mary Mayrose

Title: Executive Director

Phone Number: (434) 485-7200

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 16
% of total Low Income Units 20%

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

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

4. Target Population Leasing Preference

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

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

First Name: Romain

Last Name: Williams

Phone Number: (757) 499-6161 Email: rwilliams@lawsoncompanies.com

K. SPECIAL HOUSING NEEDS

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.
- FALSE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. Rental Assistance

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

7/1/2040

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
8	10.00%	30% Area Median
8	10.00%	40% Area Median
24	30.00%	50% Area Median
40	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
80	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	10.00%	30% Area Median
8	10.00%	40% Area Median
24	30.00%	50% Area Median
40	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
80	100.00%	Total

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	2		694.36	\$328.00	\$656
Mix 2	2 BR - 2 Bath	30% AMI	4		943.03	\$385.00	\$1,540
Mix 3	3 BR - 2 Bath	30% AMI	2		1176.96	\$443.00	\$886
Mix 4	1 BR - 1 Bath	40% AMI	2	2	694.51	\$476.00	\$952
Mix 5	2 BR - 2 Bath	40% AMI	4	4	948.80	\$563.00	\$2,252
Mix 6	3 BR - 2 Bath	40% AMI	2	2	1176.96	\$648.00	\$1,296
Mix 7	1 BR - 1 Bath	50% AMI	5		706.10	\$624.00	\$3,120
Mix 8	2 BR - 2 Bath	50% AMI	14	2	948.80	\$740.00	\$10,360
Mix 9	3 BR - 2 Bath	50% AMI	5		1176.96	\$853.00	\$4,265
Mix 10	1 BR - 1 Bath	60% AMI	7		706.10	\$772.00	\$5,404
Mix 11	2 BR - 2 Bath	60% AMI	26		948.80	\$918.00	\$23,868
Mix 12	3 BR - 2 Bath	60% AMI	7		1176.96	\$1,058.00	\$7,406

L. UNIT DETAILS

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
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
Mix 35								\$0
Mix 36								\$0
Mix 37								\$0
Mix 38								\$0
Mix 39								\$0
Mix 40								\$0
Mix 41								\$0
Mix 42								\$0
Mix 43								\$0
Mix 44								\$0
Mix 45								\$0
Mix 46								\$0
Mix 47								\$0
Mix 48								\$0
Mix 49								\$0
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Mix 56								\$0
Mix 57								\$0
Mix 58								\$0
Mix 59								\$0
Mix 60								\$0
Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0

L. UNIT DETAILS

Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			80	10			\$62,005

Total Units	80	Net Rentable SF:	TC Units	75,601.62
			MKT Units	0.00
			Total NR SF:	75,601.62

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing				\$5,680
2. Office Salaries				\$48,407
3. Office Supplies				\$1,440
4. Office/Model Apartment	(type)	\$0
5. Management Fee				\$40,115
	5.00% of EGI	\$501.44	Per Unit	
6. Manager Salaries				\$0
7. Staff Unit (s)	(type)	\$0
8. Legal				\$1,600
9. Auditing				\$9,440
10. Bookkeeping/Accounting Fees				\$2,720
11. Telephone & Answering Service				\$5,200
12. Tax Credit Monitoring Fee				\$5,760
13. Miscellaneous Administrative				\$10,960
Total Administrative				\$131,322

Utilities

14. Fuel Oil				\$0
15. Electricity				\$9,600
16. Water				\$15,200
17. Gas				\$0
18. Sewer				\$31,200
Total Utility				\$56,000

Operating:

19. Janitor/Cleaning Payroll				\$3,680
20. Janitor/Cleaning Supplies				\$480
21. Janitor/Cleaning Contract				\$5,200
22. Exterminating				\$2,000
23. Trash Removal				\$11,360
24. Security Payroll/Contract				\$9,440
25. Grounds Payroll				\$0
26. Grounds Supplies				\$80
27. Grounds Contract				\$19,680
28. Maintenance/Repairs Payroll				\$50,828
29. Repairs/Material				\$11,360
30. Repairs Contract				\$0
31. Elevator Maintenance/Contract				\$0
32. Heating/Cooling Repairs & Maintenance				\$2,960
33. Pool Maintenance/Contract/Staff				\$0
34. Snow Removal				\$0
35. Decorating/Payroll/Contract				\$0
36. Decorating Supplies				\$0
37. Miscellaneous				\$8,800
Totals Operating & Maintenance				\$125,868

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$59,000
39. Payroll Taxes	\$7,641
40. Miscellaneous Taxes/Licenses/Permits	\$720
41. Property & Liability Insurance	\$36,255
42. Fidelity Bond	\$5,280
43. Workman's Compensation	\$1,985
44. Health Insurance & Employee Benefits	\$6,649
45. Other Insurance	\$0
Total Taxes & Insurance	\$117,530

Total Operating Expense	\$430,720
--------------------------------	------------------

Total Operating Expenses Per Unit	\$5,384	C. Total Operating Expenses as % of EGI	53.69%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$24,000
---	-----------------

Total Expenses	\$454,720
-----------------------	------------------

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	3/3/2023	Steven E. Lawson
b. Site Acquisition	12/1/2023	Steven E. Lawson
c. Zoning Approval	By-Right	Kristopher L. Knepper
d. Site Plan Approval	11/15/2023	Kristopher L. Knepper
2. Financing		
a. Construction Loan		
i. Loan Application	9/1/2023	Aaron J. Phipps
ii. Conditional Commitment	10/1/2023	Aaron J. Phipps
iii. Firm Commitment	11/1/2023	Aaron J. Phipps
b. Permanent Loan - First Lien		
i. Loan Application	9/1/2023	Aaron J. Phipps
ii. Conditional Commitment	10/1/2023	Aaron J. Phipps
iii. Firm Commitment	11/1/2023	Aaron J. Phipps
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	VHTF Loan	Aaron J. Phipps
ii. Application	4/4/2023	Aaron J. Phipps
iii. Award/Commitment	8/4/2023	Aaron J. Phipps
2. Formation of Owner	1/25/2023	Aaron J. Phipps
3. IRS Approval of Nonprofit Status		
4. Closing and Transfer of Property to Owner	12/1/2023	Aaron J. Phipps
5. Plans and Specifications, Working Drawings	10/1/2023	Kristopher L. Knepper
6. Building Permit Issued by Local Government	12/2/2023	Kristopher L. Knepper
7. Start Construction	1/2/2024	Kristopher L. Knepper
8. Begin Lease-up	5/1/2025	Susan L. Glancy
9. Complete Construction	7/1/2025	Kristopher L. Knepper
10. Complete Lease-Up	9/1/2025	Susan L. Glancy
11. Credit Placed in Service Date	7/1/2025	Aaron J. Phipps

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

Must Use Whole Numbers Only!		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)	8,381,811	0	0	8,381,811
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	454,406	0	0	454,406
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	8,836,217	0	0	8,836,217
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	2,296,489	0	0	2,296,489
q. Other Site work	0	0	0	0
Total Land Improvements	2,296,489	0	0	2,296,489
Total Structure and Land	11,132,706	0	0	11,132,706
r. General Requirements	667,962	0	0	667,962
s. Builder's Overhead (2.0% Contract)	222,654	0	0	222,654
t. Builder's Profit (6.0% Contract)	667,962	0	0	667,962
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:	0	0	0	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$12,691,284	\$0	\$0	\$12,691,284

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.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$2,200 /Unit)	176,000	0	0	176,000
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	278,970	0	0	278,970
e. Environmental	17,950	0	0	17,950
f. Soil Borings	15,000	0	0	15,000
g. Green Building (Earthcraft, LEED, etc.)	24,865	0	0	24,865
h. Appraisal	5,000	0	0	0
i. Market Study	5,900	0	0	0
j. Site Engineering / Survey	170,000	0	0	170,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	107,467	0	0	80,203
n. Construction Interest (6.4% for 18 months)	753,586	0	0	640,548
o. Taxes During Construction	29,500	0	0	29,500
p. Insurance During Construction	116,011	0	0	116,011
q. Permanent Loan Fee (1.5%)	81,780	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	20,707	0	0	20,707
t. Cost Certification Fee	0	0	0	0
u. Accounting	27,400	0	0	0
v. Title and Recording	74,943	0	0	0
w. Legal Fees for Closing	175,000	0	0	105,000
x. Mortgage Banker	47,520	0	0	0
y. Tax Credit Fee	95,150			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	65,000	0	0	65,000
ab. Organization Costs	750	0	0	0
ac. Operating Reserve	378,455	0	0	0
ad. Contingency	1,113,271	0	0	1,113,271
ae. Security	0	0	0	0
af. Utilities	36,000	0	0	36,000

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify: Consultant	7,500	0	0	0
(2) Other* specify: Marketing	80,000	0	0	0
(3) Other* specify:	0	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))	\$3,903,725	\$0	\$0	\$2,889,025
Subtotal 1 + 2 (Owner + Contractor Costs)	\$16,595,009	\$0	\$0	\$15,580,309
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,600,000	0	0	1,600,000
4. Owner's Acquisition Costs				
Land	210,000			
Existing Improvements	0	0		
Subtotal 4:	\$210,000	\$0		
5. Total Development Costs Subtotal 1+2+3+4:	\$18,405,009	\$0	\$0	\$17,180,309

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:

\$1,774,401

Proposed Development's Cost per Sq Foot	\$188	Meets Limits
Applicable Cost Limit by Square Foot:	\$239	
Proposed Development's Cost per Unit	\$227,438	Meets Limits
Applicable Cost Limit per Unit:	\$288,464	

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	18,405,009	0	0	17,180,309
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	0	17,180,309
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	5,154,093
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	22,334,402
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	22,334,402
7. Applicable Percentage <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$2,010,096
		\$2,010,096 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. Virginia Housing	09/01/23	11/01/23	\$4,752,000	Mr. David Glassman
2. TBD - Bridge Loan	09/01/23	11/01/23	\$10,693,698	
3.				
Total Construction Funding:			\$15,445,698	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. Virginia Housing - Taxable	9/1/2023	11/1/2023	\$2,376,000	\$172,256	6.50%	35	35
2. Virginia Housing - REACH	9/1/2023	11/1/2023	\$2,376,000	\$108,934	2.95%	35	35
3. Virginia Housing Trust Fur	4/4/2023	8/4/2023	\$700,000	\$21,000	3.00%	35	35
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$5,452,000	\$302,190			

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

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	\$2,376,000
g. HOME Funds	\$0
h. Choice Neighborhood	\$0
i. National Housing Trust Fund	\$0
j. Virginia Housing Trust Fund	\$700,000
k. Other:	\$0
l. Other:	\$0

Market-Rate Loans

a. Taxable Bonds	\$2,376,000
b. Section 220	\$0
c. Section 221(d)(3)	\$0
d. Section 221(d)(4)	\$0
e. Section 236	\$0
f. Section 223(f)	\$0
g. Other:	\$0

Grants*

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

Grants

c. State	
d. Local	
e. Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

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

c. **FALSE** Other _____

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

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	\$666,003	(Note: Deferred Developer Fee cannot be negative.)		
iv. Other: 45L Tax Credit	\$182,000			
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	\$848,003			

2. Equity Gap Calculation

a. Total Development Cost	\$18,405,009
b. Total of Permanent Funding, Grants and Equity	- \$6,300,003
c. Equity Gap	\$12,105,006
d. Developer Equity	- \$1,212
e. Equity gap to be funded with low-income tax credit proceeds	\$12,103,794

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator: 					
Contact Person:		Phone:			
Street Address:					
City:		State:		Zip:	
b. Syndication Equity					
i. Anticipated Annual Credits				\$1,345,000.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)				\$0.900	
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				\$1,344,866	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)				\$12,103,794	
c. Syndication: Private					
d. Investors: Corporate					

4. Net Syndication Amount \$12,103,794
 Which will be used to pay for Total Development Costs

5. Net Equity Factor 90.0000334606%
 Must be equal to or greater than 85%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$18,405,009</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$6,300,003</u>
3. Equals Equity Gap		<u>\$12,105,006</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>90.0000334606%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$13,450,002</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,345,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,010,096</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,345,000</u>
Credit per LI Units	<u>\$16,812.5000</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$8,406.2500</u>	

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units		\$62,005
Plus Other Income Source (list):	Laundry, vending, fee, reimbursement, Section 8	\$9,886
Equals Total Monthly Income:		\$71,891
Twelve Months		x12
Equals Annual Gross Potential Income		\$862,692
Less Vacancy Allowance	7.0%	\$60,388
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$802,304

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

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$802,304
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$802,304
d.	Total Expenses	\$454,720
e.	Net Operating Income	\$347,584
f.	Total Annual Debt Service	\$302,190
g.	Cash Flow Available for Distribution	\$45,394

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	802,304	818,350	834,717	851,411	868,439
Less Oper. Expenses	454,720	468,362	482,412	496,885	511,791
Net Income	347,584	349,988	352,304	354,526	356,648
Less Debt Service	302,190	302,190	302,190	302,190	302,190
Cash Flow	45,394	47,798	50,114	52,336	54,458
Debt Coverage Ratio	1.15	1.16	1.17	1.17	1.18

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	885,808	903,524	921,595	940,026	958,827
Less Oper. Expenses	527,145	542,959	559,248	576,026	593,306
Net Income	358,663	360,565	362,346	364,001	365,521
Less Debt Service	302,190	302,190	302,190	302,190	302,190
Cash Flow	56,473	58,375	60,156	61,811	63,331
Debt Coverage Ratio	1.19	1.19	1.20	1.20	1.21

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	978,004	997,564	1,017,515	1,037,865	1,058,623
Less Oper. Expenses	611,106	629,439	648,322	667,772	687,805
Net Income	366,898	368,125	369,193	370,094	370,818
Less Debt Service	302,190	302,190	302,190	302,190	302,190
Cash Flow	64,708	65,935	67,003	67,904	68,628
Debt Coverage Ratio	1.21	1.22	1.22	1.22	1.23

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: 2

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

Please help us with the process:
DO NOT use the CUT feature
DO NOT SKIP LINES BETWEEN BUILDINGS

Bldg #	BIN if known	NUMBER OF		Street Address				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		40		Building #1		Lynchburg	VA	24502				\$0				\$0	\$11,167,201	07/01/25	9.00%	\$1,005,048
2.		40		Building #2		Lynchburg	VA	24502				\$0				\$0	\$11,167,201	07/01/25	9.00%	\$1,005,048
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

80 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$22,334,402

\$2,010,096

Number of BINS: 2

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:


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

V. STATEMENT OF OWNER

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

By: 
Its: Manager of General Partner

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Thomas F. Smith
Virginia License#:	010944
Architecture Firm or Company:	TS3 Architects PC

By:  _____

Its: Principal
(Title)

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

W. LIHTC SELF SCORE SHEET

Self Scoring Process

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by 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)	N/A	Y, N, N/A	0
j. Appraisal	N/A	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	4.50
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	12%	0, 20, 25 or 30	20.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			34.50

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			83.93
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	N	0 or 15	0.00
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	25%	Up to 15	3.75
i. Developments with less than 100 low income units	Y	up to 20	8.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			180.68

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$78,900	\$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	20.00%	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)	10.00%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	20.00%	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	N	0 or 5	0.00
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:			20.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	110.30
b. Cost per unit		Up to 100	42.68
Total:			152.98

7. BONUS POINTS:

a. Extended compliance	35 Years	40 or 50	50.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	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	N	0 or 5	0.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			55.00

400 Point Threshold - all 9% Tax Credits
 300 Point Threshold - Tax Exempt Bonds

TOTAL SCORE: 558.16

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	39.93
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	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>83.93</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:		<u>83.93</u>

X.

Development Summary

Summary Information

2023 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Miller's Rest Apartments III

Cycle Type: 9% Tax Credits
Allocation Type: New Construction
Total Units: 80
Total LI Units: 80
Project Gross Sq Ft: 96,787.64
Green Certified? TRUE

Requested Credit Amount: \$1,345,000
Jurisdiction: Lynchburg City
Population Target: General
Owner Contact: Austin Pittman

Total Score 558.16

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,452,000	\$68,150	\$56	\$302,190
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$11,132,706	\$139,159	\$115	60.49%
General Req/Overhead/Profit	\$1,558,578	\$19,482	\$16	8.47%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$3,903,725	\$48,797	\$40	21.21%
Acquisition	\$210,000	\$2,625	\$2	1.14%
Developer Fee	\$1,600,000	\$20,000	\$17	8.69%
Total Uses	\$18,405,009	\$230,063		

Total Development Costs	
Total Improvements	\$16,595,009
Land Acquisition	\$210,000
Developer Fee	\$1,600,000
Total Development Costs	\$18,405,009

Proposed Cost Limit/Sq Ft: \$188
Applicable Cost Limit/Sq Ft: \$239
Proposed Cost Limit/Unit: \$227,438
Applicable Cost Limit/Unit: \$288,464

Income		
Gross Potential Income - LI Units		\$862,692
Gross Potential Income - Mkt Units		\$0
Subtotal		\$862,692
Less Vacancy %	7.00%	\$60,388
Effective Gross Income		\$802,304

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$131,322	\$1,642
Utilities	\$56,000	\$700
Operating & Maintenance	\$125,868	\$1,573
Taxes & Insurance	\$117,530	\$1,469
Total Operating Expenses	\$430,720	\$5,384
Replacement Reserves	\$24,000	\$300
Total Expenses	\$454,720	\$5,684

Cash Flow	
EGI	\$802,304
Total Expenses	\$454,720
Net Income	\$347,584
Debt Service	\$302,190
Debt Coverage Ratio (YR1):	1.15

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	16
# of 2BR	48
# of 3BR	16
# of 4+ BR	0
Total Units	80

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	8	8
40% AMI	8	8
50% AMI	24	24
60% AMI	40	40
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 50

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	\$2,010,096
Credit Requested	\$1,345,000
% of Savings	33.09%
Sliding Scale Points	110.3

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	\$18,195,009	
Total Square Feet	96,787.64	
Proposed Cost per SqFt	\$187.99	
Applicable Cost Limit per Sq Ft	\$239.00	
% of Savings	21.34%	
Total Units	80	
Proposed Cost per Unit	\$227,438	
Applicable Cost Limit per Unit	\$288,464	
% of Savings	21.16%	
Max % of Savings	21.34% Sliding Scale Points	42.68



Tab A:

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

LIMITED PARTNERSHIP AGREEMENT OF
MILLER'S REST APARTMENTS III, LP

LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT, made this 1st day of February, 2023, by and between MILLER'S REST APARTMENTS III GP, LLC, the General Partner, and TLC HOLDING COMPANY, LLC, a Virginia limited liability company, the Limited Partner, the General Partner and the Limited Partner being referred to collectively herein as the "Partners" for the organization and operation of MILLER'S REST APARTMENTS III , LP (the "Partnership").

RECITALS:

A. The General Partner and the Limited Partner desire to enter into this limited partnership agreement (the "Agreement") to govern the Partnership in connection with its acquisition, development, ownership and operation of a multi-family housing project as described herein.

B. The General Partner and the Limited Partner desire to share the risks, benefits, profits and losses of the Partnership's activities as set forth herein.

Article 1. Name

The Partnership's name is MILLER'S REST APARTMENTS III , LP

Article 2. Place of Business, Etc.

2.1 Place of Business. The Partnership's principal place of business shall be that location specified in the Certificate of Limited Partnership (the "Certificate"). All records that the Partnership is required to keep at a specified office shall be kept at the Partnership's principal place of business. The General Partner may change the Partnership's principal place of business to another location and add additional places of business.

2.2 Agent. The Partnership's registered agent for service of process and its registered office shall be that person and location specified in the Certificate. The General Partner may change the Partnership's registered agent or office.

Article 3. Business

3.1 Purpose. The Partnership is formed for the following purposes and no others:

3.1.1 To acquire a parcel of land, develop the land, own, manage, lease and eventually sell the multi-family housing project constructed on the land to be known as the MILLER'S REST APARTMENTS III located in the City of Lynchburg, Virginia (the "Project"), and to engage only in such business as is related to the Project.

3.2 Limitation. The Partnership shall not engage in any other business or activity, including the operation of any other rental project or incur any liability or obligation not in connection with the Project.

Article 4. Term

4.1 Initial Term. The Partnership began on the date the Partnership's Certificate become effective with the Virginia State Corporation Commission and ends on December 31, 2083, unless terminated earlier or later extended in accordance with the terms of this Agreement, as it may be amended. At no time prior to the scheduled termination date shall any Partner be entitled to withdraw its Capital Account, except as specified in Section 5.9. This Agreement is effective as of January 25, 2023, the effective date of the Partnership's Certificate of Limited Partnership.

4.2 Extension. The Partnership may be continued beyond its scheduled termination date by an affirmative vote of Partners holding a majority of the outstanding Partnership Interests.

Article 5. Capital and Partnership Interests

5.1 Partnership Interests. Each Partner's ownership interest in the Partnership ("Partnership Interest") shall be expressed as a percentage equal to each Partner's Capital Account divided by the aggregate Capital Accounts of all the Partners of the Partnership and is shown on Schedule A to this Agreement.

5.2 Initial Capital. The Partners shall contribute to the Partnership that property or cash identified on Schedule A and shall receive, in exchange, those Partnership Interests, whether as Limited Partners or General Partners or both, identified on Schedule A.

5.3 Additional Capital. The Partners shall not be compelled to make any additional capital contributions except as provided in this Section. The General Partner may decide that additional Capital Contributions to the Partnership are desirable to fund the development of the Project and the Partnership business. Upon thirty (30) days' written notice from the General Partner, the Partnership may call for additional Capital Contributions. Should any Partner fail to make an additional Capital Contribution within thirty (30) days of the notice of the call for the additional Capital Contribution, then that Partner's Partnership Interest will be diluted and his, her or its distributions shall be suspended until either the additional Capital Contribution has been made or the Partners who have made the additional Capital Contributions have received distributions equal to the additional Capital Contributions which they made, plus interest thereon at the rate of Twelve Percent (12%) per annum.

5.4 Capital Accounts. Each Partner's Capital Account shall be adjusted as necessary to reflect the economic conditions of the Partners. These adjustments shall include, but are not limited to, the following:

5.4.1 Adjustments to reflect each Partner's distributive share of Partnership profits losses and credits, including capital gains and losses, and tax-exempt income;

5.4.2 Adjustments to reflect each Partner's additional Capital Contributions to the Partnership;

5.4.3 Adjustments to reflect distributions made by the Partnership to each Partner;

5.4.4 Tax Sensitive Adjustments (as defined in Section 19.17 below).

5.5 Loans. No Partner shall be required to make a loan or loans to the Partnership. However, any Partner may make a loan or loans to the Partnership. Any loan by a Partner to the Partnership shall be made on the same terms as the Partnership could obtain a loan from a bank or other financial institution and the principal amount of any loans and interest accrued thereon, shall not be added to his, her or its Capital Account.

5.6 Amount of Contributions. The amount of a Partner's contributions of property to the Partnership and of the Partnership's distributions of property to a Partner, shall be reflected in the Partner's Capital Account at the agreed fair market value of the property on the date of the contribution or distribution, reduced by any liabilities secured by that property, if those liabilities are treated under applicable Federal income tax laws as being assumed by or taken subject to by the transferee.

5.7 No Interest Paid. A Partner shall receive no interest on his, her or its Capital Account or Partnership Interest.

5.8 Limitations on Liability. No Limited Partner (in his, her or its capacity as a limited partner) shall be personally liable for losses, costs, expenses, liabilities or obligations of the Partnership in excess of his, her or its contributions of Capital or other obligations required under this Article 5, without that Limited Partner's prior written consent. No Partner shall, solely by reason of being a partner, be liable, directly or indirectly, for debts, obligations or liabilities of, or chargeable to, the Partnership that are incurred, created or assumed by the Partnership while he, she or it is a limited partnership.

5.9 No Third Party Beneficiaries. The provisions of this Article 5 are not intended to be for the benefit of any creditor or other Person (other than a Partner in his, her or its capacity as a partner) to whom or which any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Partnership or any of the Partners; and no such creditor or other Person shall obtain any rights under any of the foregoing provisions or shall by reason of any of the foregoing provisions make any claim in respect of any debt, liability or obligation (or otherwise) against the Partnership or any of the Partners.

Article 6. Profits, Losses, and Cash Flow

6.1 Profits and Losses. Except as provided in Article 17, the Partnership's net profits and losses (and each item of income, deduction, gain, loss and credit that makes up net profits and losses) shall be computed in accordance with generally accepted accounting principles, consistently applied, and shall be allocated among the Partners solely according to their respective Partnership Interests as shown on Schedule A.

6.2 Assignment or Death. When a Partner dies, retires or assigns his, her or its Partnership Interest, profits and losses shall be allocated based on the number of days in that year during which each Partner owned a Partnership Interest, or on any other reasonable basis selected by

the General Partner, as long as it is consistent with applicable Federal income tax laws and regulations.

6.3 Cash Flow. The General Partner shall cause the Partnership to distribute its Net Cash Flow (which includes the net proceeds from a refinancing), if any, at least annually, in proportion to Partnership Interests; provided, however, that upon the decision of the General Partner, the Partnership may make non-pro-rata distributions of Net Cash Flow and the Capital Accounts of the Partners shall be adjusted accordingly. Upon the winding up of the Partnership, the assets of the Partnership available for distribution to the Partners shall be distributed as provided in Section 14.2. Except as provided in this Article 6, until termination and liquidation of the Partnership, no distributions shall be made to any Partner.

Article 7. Management

7.1 Management of the Partnership. The conduct and management of the Partnership's business shall be vested solely in the General Partner of the Partnership.

7.1.1 The initial General Partner of the Partnership shall be MILLER'S REST APARTMENTS III GP, LLC.

7.1.2 Should for any reason MILLER'S REST APARTMENTS III GP, LLC, resign as the General Partner or be unable for any reason to continue as the General Partner, then, in that event, an entity formed and majority owned by Lawson Investment Holdings, LLC, shall serve as the General Partner.

7.1.3 General Partners may be removed and additional General Partners may be elected, only upon the unanimous written consent of the Limited Partners and in accordance with the applicable requirements of Virginia Housing, so long as Virginia Housing is the holder of a note secured by the Project.

7.2 Authority of General Partner. The General Partner shall have the full and exclusive power on the Partnership's behalf to manage its business and affairs and to do or cause to be done anything deemed necessary or appropriate for the Partnership's business, including without limitation, the authority to do the following:

7.2.1 buy the land in accordance with the terms of the purchase agreement, develop the Project and buy, lease or otherwise acquire real or personal property to carry on and conduct the Partnership's business;

7.2.2 sell real or personal property to any person, giving any warranties or assurances deemed appropriate;

7.2.3 borrow money for the Partnership's business;

7.2.4 issue promissory notes and other debt instruments (negotiable or nonnegotiable), in any amounts and secured by an encumbrance on the Project or on any other of the

Partnership's assets (if Virginia Housing permits the use of the Project or other assets of the Partnership to be encumbered);

7.2.5 assign any debts owing to the Partnership;

7.2.6 engage in any other means of financing;

7.2.7 guarantee the debts of the Partnership;

7.2.8 manage, administer, conserve, improve, develop, operate, lease, utilize and defend the Partnership's assets, directly or through third parties;

7.2.9 execute any type of agreement, deed or other instrument in connection with any Partnership power;

7.2.10 employ all types of agents and employees (including lawyers and accountants), even if they are related by blood, marriage or business relationship with the General Partner, and to pay them reasonable compensation for their services;

7.2.11 buy or otherwise obtain the use of any type of equipment or other property that may be convenient or advisable in connection with the Partnership business and the Project;

7.2.12 incur any reasonable expense for travel, telephone, insurance, taxes and other items necessary to carry on the Partnership's business;

7.2.13 sue, complain and defend in the Partnership's name and on its behalf; and

7.2.14 change the Partnership's registered agent or office or its principal place of business (including by executing and making any appropriate filings with the Virginia State Corporation Commission) or add additional places of business of the Partnership.

7.3 Approval Rights of Partners. Notwithstanding Section 7.2, the following decisions shall require the prior written consent of Partners holding at least seventy-five percent (75%) of the Partnership Interests:

7.3.1 selling or contracting to sell (including the method of sale) or otherwise disposing of all or substantially all of the Partnership's assets;

7.3.2 causing or permitting the Project or all or substantially all of the Partnership's other assets to be subjected to any mortgage, deed of trust or other security interest or refinancing any such indebtedness;

7.3.3 amending this Agreement as provided in Article 15; and

7.3.4 doing any act which would make the continued existence of the Partnership impossible, including the filing of a petition in bankruptcy.

7.4 Multiple General Partners. Should there be multiple General Partners:

7.4.1 The General Partners shall make decisions and act by a majority in number of the General Partners then in office.

7.4.2 Notwithstanding anything in this Agreement to the contrary, each General Partner, acting alone, shall have the power and authority to perform any and all acts which the General Partners are empowered to perform hereunder, including without limitation the execution and delivery of any documents and performance of all ministerial duties on behalf of the Partnership.

7.5 General Partner Accountable as a Fiduciary. Each General Partner owes duties of good faith and loyalty to the Partnership and must account to the Partnership for any benefit and, hold as trustee for the Partnership, any profits derived by it from any transaction connected with the formation, operation or liquidation of the Partnership or from any use by him, her or it of the Partnership's property, provided however that each General Partner may receive compensation and/or reimbursement from the Partnership pursuant to Section 7.6 and Section 7.7 and may enter into certain transactions pursuant to Section 7.8.

7.6 Compensation. No General Partner shall receive compensation for his, her or its services rendered in the management of the Partnership without the approval of Partners holding not less than fifty-five percent (55%) of the Partnership Interests.

7.7 Expenses. All reasonable expenses incurred by the General Partner in managing and conducting the Partnership's business, including (but not limited to) overhead, administrative and travel expenses, and professional fees, technical and other services rendered for the benefit of the Partnership, shall be reimbursed by the Partnership.

7.8 Transactions with Affiliates. The General Partner shall have the authority to enter into any transaction with, or to hire, employ or contract with, any individual, partnership, corporation or entity that is an affiliate of the General Partner if the terms or conditions of any agreement, contract or understanding entered into between the Partnership and an affiliate of the General Partner are commercially reasonable at the time of the execution of the agreement, contract or understanding. In furtherance hereof, the Partners hereby authorize the General Partner to enter into a Property Management Agreement with LOC-Lawson Realty or Lawson Realty Corporation and a contract for the construction of the Project with LOC-R. A. Lawson Company or the R. A. Lawson Corp.

7.9 Limited Partners. A Limited Partner (other than one who is also a General Partner) shall take no part in the management of the Partnership, other than as specifically set forth in this Agreement.

7.10 Tax Matters Partner; Partnership Representative.

7.10.1 Designation and Authority of the Tax Matters Partner/Partnership Representative.

(i) For each taxable year of the Partnership, the Partnership shall designate, pursuant to Proposed Regulations Section 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Partnership, the General Partner as the “Partnership Representative” and any Person selected by the Partnership Representative as the “designated individual” for the Partnership Representative for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the “Partnership Audit Procedures”) and shall make such corresponding designations under any corresponding provisions of applicable foreign, state or local tax laws. The Partnership Representative shall (i) determine all matters with respect to any examination of the Partnership by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties and interest among the Partners and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state or local tax law) with respect to any audit or other examination of the Partnership), and (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

7.10.2 Obligations of Partners.

(i) Generally. Each Partner and former Partner agrees to cooperate, and to cause its direct and indirect owners to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of any tax proceedings, in each case regardless whether then a Partner or after ceasing to be a Partner. Any deficiency for taxes imposed on any Partner or former Partner or its direct or indirect owners (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Partner or former Partner or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Partnership, such Partner or former Partner shall indemnify the Partnership for such amounts within thirty (30) days of such payment by the Partnership, in each case regardless of whether then a Partner or after ceasing to be a Partner.

(ii) Partnership Audit Procedures. At the request of the Partnership Representative, in connection with an adjustment of any item of income, gain, loss, deduction or credit of the Partnership or any subsidiary entity in which the Partnership has an interest, directly or indirectly, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Partnership Representative makes an

election for the Partnership pursuant to Section 6226 of the Code with respect to an imputed underpayment, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Partnership Representative, each Partner and former Partner shall, and shall cause its direct and indirect owners, as applicable, to provide the Partnership Representative and the Partnership with any information available to such Partner or former Partner (or its direct or indirect owners or representatives) and with such representations, certificates or forms relating to such Partner or former Partner (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Partnership Representative determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Partnership under Section 6225(a)(1) of the Code, each Partner and former Partner shall indemnify the Partnership in an amount equal to that Partner's or former Partner's share (as determined by the Partnership Representative with the advice of the Partnership's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Partnership; provided, however, that the Partnership Representative may determine, in its discretion, to allocate the burden of such amount to such Partner without requiring payment by such Partner to the Partnership.

(iii) Survival of Obligations. Each Partner's obligations to comply with the requirements of this Section 7.10 shall survive the Partner's transfer of all or any portion of its interest in the Partnership, otherwise ceasing to be a Partner of the Partnership and/or the termination, dissolution, liquidation and winding up of the Partnership, to the extent applicable.

(iv) Exculpation and Indemnification of the Partnership Representative and Designated Individual. Any Person acting as a Partnership Representative or "designated individual" pursuant to this Section 7.10 shall, when acting in that capacity be deemed to be a General Partner for purposes of the Act. As such, his, her or its liability shall be limited to the maximum extent the liability of a General Partner may be limited under any applicable law or the provisions of this Agreement.

Article 8. Meetings

8.1 Meetings. The Partners of the Partnership shall meet at least annually. Special meetings of the Partners shall be held on call of the General Partner or Partners holding not less than twenty-five percent (25%) of all Partnership Interests. At each annual meeting, the General Partner shall lead a general discussion of at least the following matters: (a) a report to the Partners regarding the business and financial affairs of the Partnership and (b) the operation of the Project.

8.2 Procedures. The Partners shall decide issues submitted to them by a vote at meetings of the Partners at which a quorum is present. Partners may participate in a meeting and be deemed

present for all purposes if such meeting makes use of any means of communication by which all Partners participating may simultaneously hear each other during the meeting. A quorum at any meeting shall exist if Partners holding a majority of the outstanding Partnership Interests entitled to vote are present or voting by proxy or written instruction. Any Partner not present at a meeting and entitled to vote may vote on any matter by general or specific proxy and/or by power of attorney directed to a Partner present or by specific instructions in writing. Once a Partner's Partnership Interest is represented for any purpose at a meeting of Partners, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for the adjourned meeting. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time, without notice other than by announcement at the meeting until a quorum shall be present, either in person or by proxy.

8.3 Notice of Meetings. Written or oral notice (which shall include electronic mail) stating the place, day and hour of every meeting of the Partners shall be given not less than five (5) nor more than thirty (30) days before the date of the meeting to each Partner entitled to vote at such meetings, at his, her or its address which appears on the records of the Partnership, except that the notice of a Partners' meeting to act on a proposed sale of all or substantially all the assets of the Partnership or the dissolution of the Partnership shall be given in writing not less than ten (10) days nor more than sixty (60) days before the meeting date. Meetings may be held at any time without notice, if a quorum of the Partners are present and those present waive notice.

8.4 Approval. Any approval or action that, under this Agreement, may be given or taken by Partners holding a specified percentage of Partnership Interests may be given or taken with the written consent or approval of Partners holding that specified percentage of Partnership Interests.

Article 9. Financial Statements

Within ninety (90) days after the close of each fiscal year, the General Partner shall, at the Partnership's expense, give each Partner a copy of the Partnership's Federal Income Tax Return (including Form K-1), the balance sheet of the Partnership, a statement of operations for the preceding year and a report to each Partner indicating each Partner's share of the Partnership income or loss and any changes in each Partner's Capital Account, all of which shall be prepared by the Partnership's Certified Public Accountant.

Article 10. Banking

All Partnership funds shall be deposited in its name in such accounts as the General Partner may designate. The General Partner shall designate the persons who are authorized to draw checks on Partnership bank accounts, but such authority must be in writing. Each bank, financial institution or stock brokerage firm in which a Partnership account is maintained is relieved of any responsibility to inquire into a Partner's authority to deal with such funds and is absolved of all liability with respect to withdrawals from Partnership accounts by any person duly authorized by the General Partner.

Article 11. Transfer of Partnership Interests

11.1 Generally. A Partner shall not Transfer any Partnership Interest except in accordance with the terms of this Article 11 or with the prior written consent of all of the other Partners. An attempted Transfer of any Partnership Interest not in accordance with the terms of this Article shall not be valid and shall not be reflected on the Partnership's books.

11.2 No Encumbrance. No Partner shall subject his, her or its Partnership Interest to any lien, charge, encumbrance, mortgage, security interest or similar rights of others.

11.3 Transfers by General Partner. In addition to the other restrictions on Transfer contained in this Article 11 and as may be imposed by Virginia Housing, no General Partner may Transfer one hundred percent (100%) of the General Partner's Partnership Interest, except with the written consent of the Limited Partner(s), which consent may not be unreasonably withheld or delayed. In the event that such consent is granted, the assignee of the General Partner shall not become a substituted General Partner except through compliance with Section 11.7. Provided the requirements of Section 11.7 are met, any assignee shall be deemed admitted as a Limited Partner only, unless the Limited Partner(s) agree to the assignee's admission as a General Partner and the assigning General Partner, the assignee, the Limited Partner(s) and any other required signatory parties execute an amendment to this Agreement and execute and record an amendment to the Certificate, each of which shall reflect, among other things, the admission of the assignee as a General Partner. In any event, upon any attempted Transfer by a General Partner of one hundred percent (100%) of a General Partner's Partnership Interest, the withdrawal of the assigning General Partner from the Partnership shall be reflected on an amendment to the Certificate which shall be duly executed and filed with the Virginia State Corporation Commission. The foregoing requirement for the consent of the Limited Partner(s) to the Transfer of one hundred percent (100%) of a General Partner's Partnership Interest shall not be required for a Transfer by the General Partner to an entity a majority interest in which is owned by the assigning General Partner.

11.4 Intrafamilial Transfers; Assignments.

11.4.1 A Limited Partner may Transfer his, her or its Partnership Interest, in whole or in part, to any person who has already been admitted as a Partner, to any family member, to any trust for the benefit of the Partner or a family member, or to a partnership or limited liability company owned by family members or affiliates of the owners of the Limited Partner, by giving written notice to the General Partner.

11.4.2 A Partner may assign his, her or its rights to receive Partnership distributions (including any liquidating distribution) by giving written notice to the General Partner. However, any assignment to a person under the age of 18 shall be invalid and of no force or effect, unless made to a custodian under the applicable Uniform Transfers to Minors Act. Assignments to a person previously adjudged incompetent shall be invalid and of no force or effect. In connection with the assignment, the General Partner may require the assignor and assignee to pay the Partnership's reasonable expenses incurred in connection with the assignment and to execute any reasonable instruments or releases and no assignment will be valid until such documents are executed. The assignee of the rights to receive distributions shall not be or become a Substitute Limited or General Partner unless the assignee and the assignment are approved in accordance with Section 11.7.

11.5 Right of First Refusal. Any Partner who wishes to Transfer his, her or its Partnership Interest, in whole or in part, to a person who is not already a Partner, or who has reason to believe that an involuntary Transfer or a Transfer by operation of law is reasonably foreseeable (an “Offering Partner”), shall first offer such Partnership Interest (the “Offered Interest”) to the Partnership and the other Partners on the terms set forth below.

11.5.1 The Offering Partner shall give the Partnership and each other Partner written notice of the intent to Transfer the Offered Interest or of the knowledge that an involuntary Transfer or Transfer by operation of law is reasonably foreseeable. This notice must contain a description of the portion of Partnership Interest to be Transferred, the consideration (if any) to be paid, the terms of Transfer and of the payment or consideration (including, but not limited to, the relative percentages of cash and debt, and the terms of any debt instruments), and the name, address (both home and office), business or occupation of the person to whom the Partnership Interest would be transferred and any other facts which are or would reasonably be deemed material to the proposed Transfer. The date on which all of the other Partners have received written notice of the proposed Transfer is the “Offering Date.”

11.5.2 For a period of ten (10) days following the Offering Date, the Partnership shall have the sole right to redeem the Offered Interest. If the Partnership has not given notice to the Partners before the 10-day period expires, then the other Partners shall also have the right to purchase the Offered Interest for a period of twenty (20) days by notice to the Partnership and each of the other Partners. If more than one other Partner chooses to purchase the Offered Interest, each may purchase in the same proportion as his, her or its own Partnership Interest bears to the total Partnership Interests of Partners purchasing the Offered Interest or in such other percentages as the purchasing Partners may agree. The Partnership may also redeem a portion of any Offered Interest in combination with one or more other Partners.

11.5.3 The Partnership or any Partner exercising this purchase option shall give the Offering Partner written notice within thirty (30) days after the Offering Date.

11.5.4 If the Partnership or the other Partners do not agree to buy all of the Offered Interest within thirty (30) days after the Offering Date, the Offering Partner may complete the intended Transfer. Such completed Transfer shall not result in the admission of the transferee unless and until the conditions of Section 11.7 are met. If the Transfer described in the Offering Partner’s notice is not completed within (60) sixty days after the Offering Date, any attempted Transfer shall be deemed pursuant to a new offer and this Section shall again apply.

11.6 Purchase Price and Terms. The purchase price that the Partnership or the Partners must pay for the Offered Interest under this Article shall be the lower of:

11.6.1 the price agreed upon in connection with the proposed Transfer for which notice is given if such proposed Transfer is to be made for valuable consideration in money or money’s worth of property; or

11.6.2 the Redemption Value (as defined in Article 13 below) of the Offered Interest.

However, if the proposed Transfer is not to be made for valuable consideration in money or money's worth of property, then the purchase price shall be the Redemption Value of the Offered Interest. Article 13 contains additional terms and conditions of the purchase or redemption of an Offered Interest.

11.7 Admission of Substitute Partners. Notwithstanding any provision permitting the Transfer of a Partnership Interest, no person to whom a Partnership Interest has been transferred shall be admitted to the Partnership as a substituted Partner unless the following conditions are satisfied:

11.7.1 the transferee consents in writing to be bound by this Agreement;

11.7.2 the transferee pays the Partnership a reasonable fee to cover costs of preparing, executing and recording all pertinent documents; and

11.7.3 the transferee obtains the written consent of the transferor (except in the case of a Transfer by operation of law or to the personal representative of a deceased or incompetent Partner) and the written consent of the General Partner. A transferee who does not become a substituted Partner has no right to require any information or account of the Partnership or to inspect the Partnership books. He, she or it is only entitled to receive a share of distributions or a return of contributions to which the transferring Partner would otherwise be entitled under this Agreement.

11.8 Injunction; Remedies. The Partners agree that irreparable injury will result to the other Partners in the event an Offering Partner violates or breaches the covenants, agreements or restrictions contained in this Article 11. Therefore, it is hereby agreed that upon any breach of any of these covenants, agreements or restrictions, the Partners shall be entitled, in addition to any other remedies available, to an injunction to restrain the violation or breach of or to specifically enforce compliance with any of the terms or the covenants, agreements or restrictions by a breaching Partner, that no bond shall be required in procuring any such injunction and that irreparable injury to the other Partners shall be deemed confessed. In addition, if any party files suit to enforce its rights under this Section 11.8 and prevails, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and fees, including reasonable attorney's fees the prevailing party incurs. The court shall determine who is the prevailing party for purposes of the preceding sentence. The foregoing remedies for breach of this Agreement are cumulative and not exclusive of any other remedies the Partners may have, at law or in equity, in the event of a breach.

Article 12. Admission, Death, Etc. of Limited Partners

12.1 Admission. A person may be admitted as an additional Limited Partner by the written decision of the General Partner, if the new Partner consents in writing to be bound by this Agreement.

12.2 Limited Partner's Death, Etc. The death, insanity, bankruptcy or incapacity of any Limited Partner shall not dissolve the Partnership. A deceased Limited Partner's personal

representative, the legal representative of an insane or incompetent Limited Partner and the trustee of a bankrupt Limited Partner shall have the same rights and be subject to the same limitations as an assignee of the Partner that they represent. No personal or legal representative or trustee in bankruptcy shall become a substituted Limited Partner without the written consent of the General Partner and compliance with Section 11.7 hereof.

Article 13. Redemption Terms

This Article applies to certain Offering Partners whose Offered Interest is purchased by the Partnership or other Partners under Article 11 (any one of which is referred to in this Article as a "Redeemed Partner").

13.1 Redemption Value. The value of a Redeemed Partner's Partnership Interest ("Redemption Value") shall be the fair market value of that Interest based upon the value of the Project less the principal amount of any loans repayment of which are secured by liens on the Project. If the Partners cannot agree, the fair market value of the Partnership Interest shall be determined by an independent appraisal performed by a professional appraiser with at least ten (10) years experience in the appraisal of multi-family housing projects owned by limited liability entities located in the Lynchburg, Virginia metropolitan area, selected by the General Partner, whose decision in this matter shall be conclusive. The appraiser shall make his or her valuation as of the Offering Date.

13.2 Payment Terms. If the Redeemed Partner and the Partnership and/or the purchasing Partners can agree on terms governing payment for the Interest being sold or redeemed, then that agreement will control. If no agreement is reached within a reasonable time, then one-quarter of the purchase price shall be paid in cash or by immediately available funds at the closing for the sale or redemption of the Partnership Interest and the balance shall be paid in twelve (12) equal quarterly principal payments beginning three (3) months after the date of closing. Simple interest shall be added to each installment, computed against the outstanding principal balance at the Applicable Federal Rate determined for federal income tax purposes on the date of the closing. Each buyer shall give the Redeemed Partner a promissory note as evidence of this debt and the buyer may prepay all or any part of the principal balance of the note at any time without penalty or premium.

13.3 The Closing. The sale or redemption of a Partnership Interest under this Article shall take place at a closing to be held not later than sixty (60) days after the Offering Date. The closing shall be held during normal business hours at the Partnership's principal office or at any other place to which the parties agree. If the Redeemed Partner is not present at the closing, then each buyer shall deposit the purchase price by cash, note or both, as this Article requires, with legal counsel for the Partnership, as escrow agent, to be paid to the Redeemed Partner as soon as is reasonably practicable, less an appropriate fee to the Partnership to cover additional administrative costs, and the Partnership shall adjust its books to reflect the transfer of these Partnership Interests.

Article 14. Dissolution

14.1 Causes. The Partnership shall be dissolved upon the first to occur of the following:

- (a) the expiration of its stated term,
- (b) the written determination of all of the Partners,
- (c) the sale of all of the Partnership's property, or
- (d) the withdrawal (including the bankruptcy, death or disability) of the sole remaining General Partner.

No other event shall cause the dissolution of the Partnership. However, notwithstanding Section 14.1(d), if within ninety (90) days after the withdrawal of the sole remaining General Partner and Limited Partners holding sixty-five percent (65%) of the Partnership Interests agree in writing to continue the business of the Partnership and to the appointment of one or more replacement General Partners, then the Partnership shall not be dissolved but shall be reconstituted and continue the business of the Partnership.

14.2 Upon Dissolution. Upon its dissolution, the Partnership shall commence to wind up its affairs. The Partners shall continue to share in profits and losses during liquidation as they did before dissolution. The Partnership's assets shall be sold, if a price deemed reasonable by the General Partner can be obtained. The proceeds from liquidation of the Partnership's assets shall be applied as follows:

14.2.1 First, all of the Partnership's debts and liabilities to persons other than Partners shall be paid and discharged in the order of priority as provided by law;

14.2.2 Second, all debts and liabilities to Partners shall be paid and discharged in the order of priority as provided by law; and

14.2.3 Third, all remaining assets of the Partnership shall be distributed proportionately among the Partners based on their respective Capital Accounts.

14.3 Gain or Loss. Any gain or loss on the disposition of Partnership properties in the process of liquidation shall be credited or charged to the Partners in proportion to their Capital Accounts; except that gain or loss with respect to property contributed to the Partnership by a Partner shall be shared among the Partners so as to take account of any variation between the basis of the property so contributed and its fair market value at the time of contribution, in accordance with any applicable U.S. Treasury regulations (including, but not limited to, those promulgated under Section 704(c)) of the Code. Any property distributed in kind in the liquidation shall be valued and treated as though it were sold and the cash proceeds distributed. The difference between the value of property distributed in kind and its book value shall be treated as a gain or loss on the sale of property and shall be credited or charged to the Partners accordingly.

14.4 Partnership Assets Sole Source. The Partners shall look solely to the Partnership's assets for the payment of any debts or liabilities owed by the Partnership to the Partners and for the return of their Capital Contributions and liquidation amounts. If the Partnership property remaining after the payment or discharge of all of its debts and liabilities to persons other than Partners is insufficient to return the Partners' Capital Contributions in full, they shall have no recourse therefor against the Partnership or any other Partners, except to the extent that any other Partners may have outstanding debts or obligations owing to the Partnership.

Article 15. Amendments

This Agreement shall be amended automatically to reflect any valid Transfers of Partnership Interests. Otherwise, this Agreement shall be amended only upon the consent of Partners holding seventy-five percent (75%) or more of the Partnership Interests, including Partners acting through their attorneys-in-fact.

Article 16. Power of Attorney

16.1 Appointment. Each of the Limited Partners irrevocably constitutes and appoints, with full power of substitution, the Manager(s) of the General Partner, as his, her or its true and lawful attorney-in-fact with full power and authority in his, her or its name, place and stead to execute, certify, acknowledge, deliver, file and record at the appropriate public offices:

16.1.1 All certificates and other instruments and any amendment thereof, which the General Partner deems appropriate to form, qualify or continue the Partnership as a limited partnership;

16.1.2 Any other instrument which may be required to be filed by the Partnership under the laws of any state or which the General Partner deems advisable to file; and

16.1.3 Any instrument, including amendments to this Agreement, which may be required to effect the continuation of the Partnership, the admission of a General Partner or successor to a General Partner, or the dissolution and termination of the Partnership (provided such continuation, admission or dissolution and termination are in accordance with this Agreement), and to reflect any reductions in the amount of capital of Partners.

16.2 Duration. The appointment by each Limited Partner of the Manager(s) of the General Partner, as his, her or its attorney-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the incompetency, bankruptcy or dissolution of any person giving such power, except, that in the event of the Transfer by a Partner of all or any part of his, her or its Partnership Interest, this power of attorney shall survive such Transfer only until such time, if any, as the transferee shall have been admitted to the Partnership as a Substituted Partner and all required documents and instruments shall have been duly executed, filed and recorded to effect the substitution.

16.3 Effect. This power of attorney may be exercised by the Manager(s) of the General Partner by an electronically transmitted signature or by listing all of the Partners with a signature of the Manager(s) of the General Partner as the attorney-in-fact for all of them. This power of attorney survives the assignment of a Limited Partner's Partnership Interest and empowers the Manager(s) of the General Partner to act to the same extent for any successor Partner.

Article 17. Tax Allocations

To the extent required to comply with the Internal Revenue Code of 1986, as amended, and the rules and regulations related to the allocation of income gain and loss among the Partners, the following provisions shall apply:

17.1 Minimum Gain Chargeback. Notwithstanding anything to the contrary in this Agreement:

17.1.1 If there is a net decrease in the Partnership minimum gain (as determined in U.S. Treasury regulations § 1.704-2(b)(2) and § 1.704-2(d)) during a year, then there shall be allocated to the Partners items of Partnership income and gain in accordance with the minimum gain chargeback requirements of U.S. Treasury regulations § 1.704-2(f).

17.1.2 Notwithstanding anything to the contrary in this Agreement except Section 17.1.1, if there is a net decrease in Partner nonrecourse debt minimum gain (as determined in U.S. Treasury regulations § 1.704-2(i)(3)) during a Fiscal Year, there shall be allocated to any Partner with a share of that Partner nonrecourse debt minimum gain items of income and gain in accordance with the requirements of U.S. Treasury regulations § 1.704-2(i)(4).

17.2 Allocations to Reflect Book Value/Tax Disparity. In accordance with Section 704(c) of the Internal Revenue Code and the U.S. Treasury regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take into account any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its agreed upon fair market value at the time of contribution. In addition, if Partnership property is revalued and Capital Accounts are adjusted, then subsequent allocations of income, gain, loss and deduction for tax purposes with respect to the revalued property shall take into account the variation between the property's adjusted tax basis and book value in the same manner as under Section 704(c) of the Internal Revenue Code and U.S. Treasury regulations.

17.3 Qualified Income Offset. If a Partner receives an adjustment, allocation, or distribution described in U.S. Treasury regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that creates or increases the deficit balance of a Capital Account in excess of the amount of the deficit, if any, the Partner is obligated to restore, then items of income or gain (consisting of a pro rata portion of each item of Partnership income, including gross income and gain for such year) shall be allocated to that Partner in an amount and manner sufficient to eliminate, to the extent required by the U.S. Treasury regulations, the deficit Capital Account as quickly as possible. For purposes of this section, in determining whether a Partner has a deficit balance in his or her Capital Account, there shall be taken into account those adjustments, allocations and distributions that, as of the end of the year, are reasonably expected to be made. This section provides for a "Qualified Income Offset" and shall be interpreted and applied in accordance with U.S. Treasury regulations § 1.704-1(b)(2)(ii)(d), as amended.

17.4 Partner Nonrecourse Deductions. Any Partner nonrecourse deductions shall be specially allocated to the Partner that bears the economic risk of loss with respect to the Partner nonrecourse debt to which the Partner nonrecourse deductions are attributable in accordance with U.S. Treasury regulations § 1.704-2(i)(1). Partner nonrecourse deductions are items of loss, deduction and expenditure attributable to Partner nonrecourse debt under U.S. Treasury regulations § 1.704-2(i)(2). Partner nonrecourse debt is a nonrecourse debt of the Partnership as defined in U.S. Treasury regulations § 1.704-2(b)(4).

17.5 Partnership Nonrecourse Deductions. Partnership nonrecourse deductions shall be specially allocated among the Partners in accordance with their Partnership Interests. Partnership nonrecourse deductions are the deductions of the Partnership calculated under U.S. Treasury regulations § 1.704-2(c).

Article 18. Miscellaneous

18.1 Notices. Any notice under this Agreement shall be given and served either by personal delivery to the party to whom it is directed, by overnight delivery service, charges prepaid, or by certified mail, postage and charges prepaid, and if it is sent to a Partner, addressed to his, her or its address as it appears on the records of the Partnership.

18.1.1 Any notice shall be deemed given when it is personally delivered or, if sent by overnight delivery on the next business day or, if mailed, on the third business day after the date it is postmarked by the United States Postal Service, if it was addressed as required in this Section.

18.1.2 Any Partner may change his, her or its address for purposes of this Agreement by written notice to the General Partner, stating the new address. A change of address shall be effective fifteen (15) days' after the notice is received by the General Partner.

18.2 Non-Waiver. Any party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having the effect of an original violation.

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

18.4 Schedules. The Schedules to this Agreement, as they may be amended from time to time, are incorporated herein in their entirety and form an integral part of this Agreement, as it may be amended from time to time.

18.5 Good Faith. The doing of any act or the failure to do any act by a Partner or the Partnership, the effect of which causes any loss or damage to the Partnership, shall not subject that Partner or the Partnership to any liability, if done pursuant to advice of the Partnership's legal counsel or in good faith to promote the Partnership's best interest.

18.6 Governing Law. This Agreement is governed by and to be construed according to the internal substantive laws of the Commonwealth of Virginia without giving effect to any choice-of-laws or conflict-of-law rule which would cause the laws of any other jurisdiction to govern.

18.7 Cumulative Rights. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights the parties may have.

18.8 Other Activities. Every Partner may engage in whatever activities he, she or it chooses without any obligation to offer any interest in such activities to any party hereof.

18.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

18.10 Waiver of Partition. Each Partner waives any right to maintain any action for partition with respect to the Partnership's property or assets during the Partnership's term.

18.11 Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns.

18.12 Gender and Number; Headings. Unless the context requires otherwise, the use of a masculine pronoun includes the feminine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa. The Article and Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Article 19. Definitions

19.1 Agreement. The "Agreement" is MILLER'S REST APARTMENTS III, LP, Limited Partnership Agreement, as amended from time to time. The Agreement shall include all schedules, as they may be amended from time to time.

19.2 Capital Account. "Capital Account" shall mean, as of any given date, the amount calculated and maintained by the Partnership for each Partner as provided in Section 5.4.

19.3 Certificate. The "Certificate" is the Partnership's Certificate of Limited Partnership filed with the Virginia State Corporation Commission, as it may be amended from time to time.

19.4 Days. "Day" or "days" refers to a calendar day, including any days which fall on legal holidays or weekends.

19.5 General Partner. A "General Partner" is a general partner and "General Partners" are the general partners of the Partnership. Such terms shall refer initially to MILLER'S REST APARTMENTS III GP, LLC, and then to any additional or successor General Partner. A General Partner may also be, simultaneously, a Limited Partner, to the extent a portion of that General Partner's Partnership Interest is denominated as that of a Limited Partner.

19.6 Limited Partner. A "Limited Partner" is a limited partner and "Limited Partners" are the limited partners of the Partnership. Such terms shall refer to the Limited Partners signatory hereto and any additional or successor Limited Partners. A Limited Partner may also be,

simultaneously, a General Partner to the extent a portion of that Limited Partner's Partnership Interest is denominated as that of a General Partner.

19.7 Net Cash Flow. Net cash flow is the Partnership's total net income, computed for Federal income tax purposes, increased by any depreciation or depletion deductions taken into account in computing taxable income and any nontaxable income or receipts (other than Capital Contributions); and reduced by any principal payments on any Partnership debts, capital expenditures to acquire or improve Partnership assets and such reasonable reserves and additions thereto as the General Partner shall, in its sole discretion, determine to be advisable and in the best interest of the Partnership having due regard to the interests of the Partners.

19.8 Offered Interest. The Partnership Interest offered by the Offering Partner under Section 11.5.

19.9 Offering Date. The date on which all the other Partners have received written notice of the proposed Transfer from the Offering Partner.

19.10 Offering Partner. A Partner who wishes to Transfer his, her or its Partnership Interest, in whole or in part, to a person who is not already a Partner or who has reason to believe that an involuntary Transfer or a Transfer by operation of law is reasonably foreseeable.

19.11 Partner. The "Partner" and "Partners" shall refer to all persons signing this Agreement and any persons who later become Partners, whether as General Partners or Limited Partners, or both.

19.12 Partnership. The "Partnership" is MILLER'S REST APARTMENTS III, LP, a Virginia limited partnership.

19.13 Partnership Capital. The "Partnership Capital" is the total of the Partners' Capital Contributions.

19.14 Partnership Interests. The "Partnership Interests" are the ownership interests of the individual Partners in the Partnership, as expressed according to Section 5.1. Partnership Interests shall be denominated as either that of a General Partner or that of a Limited Partner. A single Partner may hold both kinds of Partnership Interests.

19.15 Redeemed Partner. A "Redeemed Partner" is an Offering Partner whose Offered Interest is purchased by the Partnership or other Partners under Article 11.

19.16 Redemption Value. The value of Redeemed Partner's Partnership Interest ("Redemption Value").

19.17 Tax Sensitive Adjustments. The "Tax Sensitive Adjustments" are all adjustments to a Partner's Capital Account that are not otherwise specifically required under the terms of Article 17 of this Agreement, but that are required by U.S. Treasury Regulations § 1.704-1(b)(2)(iv)

(“Maintenance of Capital Accounts”), as amended. These adjustments shall be made annually, unless the Regulations require a more frequent adjustment.

19.18 Transfer. A “Transfer” of a Partnership Interest includes any selling, pledging, encumbering, giving, bequeathing or other transferring or disposing of, or permitting to be sold, encumbered, attached or otherwise disposed of or have ownership changed in any manner, whether voluntarily, involuntarily or by operation of law.

19.19 Virginia Housing. “Virginia Housing” means Virginia Housing (previously the Virginia Housing Development Authority), or any successor thereto.

Article 20. Virginia Housing Requirements

It is understood that financing of the Project is likely to be obtained by the Partnership from Virginia Housing. Accordingly, notwithstanding any other provision of this Agreement, the Partnership and the Partners shall be subject to regulation and supervision by Virginia Housing in accordance with the Virginia Housing Development Authority Act, the Rules and Regulations of the Authority and the Regulatory Agreement required by Virginia Housing and shall be further subject to the exercise by Virginia Housing of the rights and powers conferred on Virginia Housing thereby. Notwithstanding any other provision of this Agreement, Virginia Housing may rely upon the continuing effect of this provision which shall not be amended, altered, waived, supplemented or otherwise changed without the prior written consent of Virginia Housing.

[SIGNATURE PAGE FOLLOWS]

AGREED TO under hand and seal as of the date indicated above.

GENERAL PARTNER:

MILLER'S REST APARTMENTS III GP, LLC

By:  (SEAL)
Steven E. Lawson, Manager

LIMITED PARTNER:

TLC HOLDING COMPANY, LLC

By:  (SEAL)
Steven E. Lawson, Manager

102062390.2

MILLER'S REST APARTMENTS III , LP

SCHEDULE A

<i>Name and Address of Partner</i>	<i>Initial Capital Contribution</i>	<i>Partnership Interest</i>
General Partner: MILLER'S REST APARTMENTS III GP, LLC 150 West Main Street, Suite 1650 Norfolk, Virginia 23510	\$1.00	0.01%
Limited Partner: TLC HOLDING COMPANY, LLC 150 West Main Street, Suite 1650 Norfolk, Virginia 23510	\$9,999.00	99.99%
	\$10,000.00	100.0%

[DRAFT]

DEVELOPMENT FEE AGREEMENT

THIS DEVELOPMENT FEE AGREEMENT (this “Agreement”) is made and entered into effective as of _____, 2023, by and between **UPLAND INVESTORS, LLLP**, a Virginia limited liability limited partnership (the “Developer”), and **Miller’s Rest Apartments III, LP**, a Virginia limited partnership (the “Partnership”).

WITNESSETH:

WHEREAS, the Partnership has been formed for the purposes, *inter alia*, of acquiring, financing, owning, constructing, rehabilitating, developing, maintaining, improving, operating, leasing and selling or otherwise disposing of certain real property located in the City of Lynchburg, Virginia, together with all improvements, furnishings, equipment and personal property to be located thereon (together, the land and improvements are known as Miller’s Rest Apartments III, LP and will be collectively referred to as the “Apartment Complex”), which Apartment Complex upon completion will consist of eighty (80) units and is intended to be rented and managed in order that it will qualify for the low-income housing tax credit provided in Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”);

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

WHEREAS, the parties desire to enter into this Agreement that sets forth the obligations of, and the services to be performed by, the Developer and the compensation for such services.

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

Section 1. Obligations of the Developer. The Developer shall perform the following services for the Partnership:

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

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

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

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

(e) to cooperate with and coordinate the activities of the contractors retained by the Partnership;

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

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

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

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

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

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

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

(c) services in connection with obtaining commitments for construction and permanent financing from and negotiating with any lender to the Partnership;

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

(e) services with respect to the lease-up of the units in the Apartment Complex (such services being addressed in the Management Agreement);

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

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

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

Section 3. Development Fee. In consideration of the performance by the Developer of the development services described herein, the Partnership shall pay to the Developer a development fee (the “Development Fee”) in the amount set forth on Exhibit A attached hereto. The Partnership and the Developer acknowledge that specific portions of the Development Fee shall be earned by Developer as certain benchmarks are satisfied as more particularly described on Exhibit A, but in any event all of the Development Fee shall be earned upon the receipt by the Partnership of the final certificate of occupancy for the Apartment Complex or, if earlier, as of the end of the first year of the credit period (as such term is defined in Section 42(f)(1) of the Code). All amounts due and payable hereunder shall be paid in accordance with the Agreement of Limited Partnership of the Partnership dated as of the date hereof (the “Partnership Agreement”). In addition, any amount of Development Fee that remains unpaid after Construction Completion of the Apartment Complex shall constitute a loan from the Developer to the Partnership bearing an interest rate equal to the long-term Applicable Federal Rate for the month in which the Apartment Complex achieves Construction Completion and being finally due and payable prior to the expiration of the Tax Credit Compliance Period.

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

Section 5. Miscellaneous.

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

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

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

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

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

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

(h) In the event any provision hereof is deemed to be unenforceable or against public policy, then that provision shall be deemed omitted from this Agreement and to the extent possible that 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 any omission or unenforceability.

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

Section 6. Notice. Any notice required to be given hereunder shall be in writing and sent by overnight express, charges prepaid, or mailed by certified mail, postage prepaid, or hand delivered with receipt of service simultaneously to all parties at the addresses set forth below. 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 and for overnight express the next business day following the date of delivery to the courier.

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

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

(a) provide full information regarding its requirements for the Apartment Complex;

(b) designate a representative who shall be fully acquainted with the scope of the work and has authority to render decisions promptly and furnish information to the Developer expeditiously; and

(c) if the Partnership becomes aware of any fault or defect in the Apartment Complex or nonconformance with any contract or other documents, it shall give prompt written notice thereof to the Developer.

Section 9. Independent Contractor. The parties hereto do not intend to create a partnership or any similar association for any purpose pursuant to this Agreement. The Developer shall be an independent contractor for all purposes. As an independent contractor, the Developer shall furnish the services set forth herein as an independent contractor. The Developer shall supply, at its expense, all equipment, supplies, licenses and insurance coverages necessary to perform this Agreement. The Partnership is not obligated to provide and will not provide any medical or health insurance coverage, retirement plan, life or disability insurance or workers' compensation or unemployment insurance. The Developer shall purchase commercial general liability insurance, which insurance shall name the Partnership as an additional named insured and shall provide proof of coverage to the Partnership.

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

[End of text; signatures begin on following page]

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

Upland Investors, LLLP
150 W Main Street, Suite 1650
Norfolk, Virginia 23510

DEVELOPER:

UPLAND INVESTORS, LLLP,
a Virginia limited liability limited partnership

By: _____
Name: Steven E. Lawson
Title: Managing Partner

Miller's Rest Apartments III, LP
c/o Lawson Investment Holdings, LLC
150 W Main Street, Suite 1650
Norfolk, Virginia 23510

PARTNERSHIP:

Miller's Rest Apartments III, LP,
a Virginia limited partnership

By: Miller's Rest Apartments III GP, LLC,
a Virginia limited liability company,
its General Partner

By: _____
Name: Steven E. Lawson
Title: Manager

Exhibit A

Fee Schedule

Total Development Fee \$1,600,000

Earned in accordance with the following schedule:

- 10% upon completion of the initial development and construction budget
- 10% upon completion of the Plans for construction
- 10% upon closing of the construction loan
- 10% upon recording of notice to proceed
- 10% upon buildings being dried-in
- 20% upon 50% completion
- 30% upon receipt of final certificates of occupancy for the Apartment Complex

100%

Miller's Rest Apartments III, LP
Deferred Developer Fee Cash Flow Analysis

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	802,304	818,350	834,717	851,411	868,439	885,808	903,524	921,595	940,026	958,827	978,004	997,564	1,017,515	1,037,865	1,058,623
Less Oper. Expenses	454,720	468,362	482,412	496,885	511,791	527,145	542,959	559,248	576,026	593,306	611,106	629,439	648,322	667,772	687,805
Net Income	347,584	349,988	352,304	354,526	356,648	358,663	360,565	362,346	364,001	365,521	366,898	368,125	369,193	370,094	370,818
Less Debt Service	302,190	302,190	302,190	302,190	302,190	302,190	302,190	302,190	302,190	302,190	302,190	302,190	302,190	302,190	302,190
Beginning Deferred Developer Fee	666,003	620,609	572,811	522,697	470,361	415,903	359,430	301,056	240,899	179,088	115,758	51,050	0	0	0
Less Deferred Developer Fee	45,394	47,798	50,114	52,336	54,458	56,473	58,375	60,156	61,811	63,331	64,708	51,050	0	0	0
Remaining Deferred Developer Fee	620,609	572,811	522,697	470,361	415,903	359,430	301,056	240,899	179,088	115,758	51,050	0	0	0	0
Cash Flow	0	0	0	0	0	0	0	0	0	0	0	14,885	67,003	67,904	68,628
Debt Coverage Ratio	1.15	1.16	1.17	1.17	1.18	1.19	1.19	1.20	1.20	1.21	1.21	1.22	1.22	1.22	1.23

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 25, 2023

This is to certify that the certificate of limited partnership of

Miller's Rest Apartments III, LP

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: January 25, 2023



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in black ink, appearing to read "Bernard J. Sty".

Clerk of the Commission

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 25, 2023

This is to certify that the certificate of organization of

Miller's Rest Apartments III GP, LLC

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

Effective date: January 25, 2023



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in black ink, appearing to read "Bernard J. Sty".

Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)

Appendices continued

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 Miller's Rest Apartments III

Name of Applicant (entity) Miller's Rest Apartments III, LP

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

Steven E. Lawson

Printed Name *Manager of General Partner*

2/23/2023

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: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

Principal's Name: Steven E. Lawson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Yes
Y or N

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Belle Hall Apartments Parrsmouth, VA	Belle Hall Apartments, LP (757) 499-6161	Yes	120	120	5/14/2009	10/15/2009	No
2	The Rivers Apartments Chesapeake, VA	Lawson Development Associates 2009A, LP - (757) 499-6161	Yes	240	240	6/1/2011	2/9/2012	No
3	Campostella Commons Apartments Chesapeake, VA	Campostella Commons II LP (757) 499-6161	Yes	132	132	9/26/2012	6/18/2013	No
4	Tidewater Fair Apartments, LP dba The Residences of October Suffolk, VA	Tidewater Fair Apartment, LP (757) 499-6161	Yes	72	72	11/26/2013	9/11/2014	No
5	Baker Woods Apartments Virginia Beach, VA	Baker Woods Apartments, LP (757) 499-6161	Yes	96	96	10/20/2015	5/3/2016	No
6	Baker II Apartments, LP dba Summer Haven Apartments Virginia Beach, VA	Baker II Apartments, LP (757) 499-6161	Yes	57	57	3/30/2017	12/14/2017	No
7	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	Yes	76	76	8/14/2018	4/18/2019	No
8	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	Yes	48	48	12/1/2018	9/3/2019	No
9	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	Yes	39	39	12/28/2017	6/6/2019	No
10	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	Yes	48	48	12/2/2020	9/9/2021	No
11	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	Yes	48	48	11/17/2020	9/9/2021	No
12	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	Yes	246	246	11/24/2020	9/9/2021	No
13	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	Yes	200	200	4/14/2022	2/14/2023	No
14	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	Yes	80	80	TBD	TBD	No
15	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	Yes	84	84	TBD	TBD	No
16	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	Yes	342	342	TBD	TBD	No
17	Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	Yes	80	80	TBD	TBD	No
18	Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartments II LP (757) 499-6161	Yes	40	40	TBD	TBD	No
19	Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	Yes	75	75	TBD	TBD	No
20	The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	Yes	116	116	TBD	TBD	No
21	700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	Yes	72	72	TBD	TBD	No
22	Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	Yes	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL: 2,527 2,527 **LIHTC as % of**
 100% **Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.?(Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Belle Hall Apartments Portsmouth, VA	Belle Hall Apartments, LP (757) 499-6161	No	120	120	5/14/2009	10/15/2009	No
2	The Rivers Apartments Chesapeake, VA	Lawson Development Associates 2009A, LP - (757) 499-6161	No	240	240	6/1/2011	2/9/2012	No
3	Campostela Commons Apartments Chesapeake, VA	Campostela Commons II, LP (757) 499-6161	No	132	132	9/26/2012	6/18/2013	No
4	Tidewater Fair Apartments, LP dba The Residences of October Suffolk, VA	Tidewater Fair Apartments, LP (757) 499-6161	No	72	72	11/26/2013	9/11/2014	No
5	Baker Woods Apartments Virginia Beach, VA	Baker Woods Apartments, LP (757) 499-6161	No	96	96	10/20/2015	5/3/2016	No
6	Baker II Apartments, LP dba Summer Haven Apartments Virginia Beach, VA	Baker II Apartments, LP (757) 499-6161	No	57	57	3/30/2017	12/14/2017	No
7	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
8	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
9	Tidewater Fair Apartments III, LP dba The Villas of October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
10	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	12/2/2020	9/9/2021	No
11	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	11/17/2020	9/9/2021	No
12	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	11/24/2020	9/9/2021	No
13	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499 - 6161	No	200	200	4/14/2022	2/14/2023	No
14	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
15	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
16	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
17	Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
18	Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartments II, LP (757) 499-6161	No	40	40	TBD	TBD	No
19	Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	No	75	75	TBD	TBD	No
20	The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	No	116	116	TBD	TBD	No
21	700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	No	72	72	TBD	TBD	No
22	Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	No	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 2,527 2,527 LIHTC as % of 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
2 Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
3 Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
4 Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	12/2/2020	9/9/2021	No
5 Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	11/17/2020	9/9/2021	No
6 The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	11/24/2020	9/9/2021	No
7 The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	4/14/2022	2/14/2023	No
8 Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
9 Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
10 The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
11 Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
12 Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartment II, LP (757) 499-6161	No	40	40	TBD	TBD	No
13 Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	No	75	75	TBD	TBD	No
14 The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	No	116	116	TBD	TBD	No
15 700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	No	72	72	TBD	TBD	No
16 Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	No	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 1,810 1,810

LIHTC as % of Total Units
100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
2	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
3	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
4	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	12/2/2020	9/9/2021	No
5	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	11/17/2020	9/9/2021	No
6	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	11/24/2020	9/9/2021	No
7	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	4/14/2022	2/14/2023	No
8	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
9	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
10	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
11	Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
12	Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartments II, LP (757) 499-6161	No	40	40	TBD	TBD	No
13	Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	No	75	75	TBD	TBD	No
14	The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	No	116	116	TBD	TBD	No
15	700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	No	72	72	TBD	TBD	No
16	Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	No	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 1,810 1,810

LIHTC as % of Total Units
100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"	
1	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	12/2/2020	9/9/2021	No
2	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	11/17/2020	9/9/2021	No
3	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	11/24/2020	9/9/2021	No
4	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499 - 6161	No	200	200	4/14/2022	2/14/2023	No
5	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
6	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
7	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
8	Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
9	Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartments II, LP (757) 499-6161	No	40	40	TBD	TBD	No
10	Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	No	75	75	TBD	TBD	No
11	The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	No	116	116	TBD	TBD	No
12	700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	No	72	72	TBD	TBD	No
13	Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	No	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
 TOTAL: 1,647 1,647 LIHTC as % of
 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? ¹ (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 Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
2 The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
3 Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
4 Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
5 Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartments II, LP (757) 499-6161	No	40	40	TBD	TBD	No
6 Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	No	75	75	TBD	TBD	No
7 The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	No	116	116	TBD	TBD	No
8 700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	No	72	72	TBD	TBD	No
9 Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	No	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL: 1,105 1,105

LIHTC as % of
 100% **Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
2 Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
3 Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
4 Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	12/2/2020	9/9/2021	No
5 Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	11/17/2020	9/9/2021	No
6 The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	11/24/2020	9/9/2021	No
7 The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	4/14/2022	2/14/2023	No
8 Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
9 Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
10 The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
11 Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
12 Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartment II, LP (757) 499-6161	No	40	40	TBD	TBD	No
13 Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	No	75	75	TBD	TBD	No
14 The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	No	116	116	TBD	TBD	No
15 700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	No	72	72	TBD	TBD	No
16 Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	No	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 1,810 1,810

LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

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

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
2	Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2017	9/3/2019	No
3	Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
4	Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	12/2/2020	9/9/2021	No
5	Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	11/17/2020	9/9/2021	No
6	The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	11/24/2020	9/9/2021	No
7	The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	4/14/2022	2/14/2023	No
8	Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
9	Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
10	The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
11	Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
12	Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartments II, LP (757) 499-6161	No	40	40	TBD	TBD	No
13	Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	No	75	75	TBD	TBD	No
14	The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	No	116	116	TBD	TBD	No
15	700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	No	72	72	TBD	TBD	No
16	Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	No	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 1,810 1,810

LIHTC as % of Total Units
100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Miller's Rest Apartments III
 Name of Applicant: Miller's Rest Apartments III, LP

INSTRUCTIONS:

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

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Seaside Harbor Apartments Virginia Beach, VA	Seaside Harbor Apartments, LP (757) 499-6161	No	76	76	8/16/2018	4/18/2019	No
2 Tidewater Fair Apartments II, LP dba October Station Apartments Suffolk, VA	Tidewater Fair Apartments II, LP (757) 499-6161	No	48	48	12/1/2018	9/3/2019	No
3 Tidewater Fair Apartments III, LP dba The Villas at October Suffolk, VA	Tidewater Fair Apartments III, LP (757) 499-6161	No	39	39	12/28/2017	6/6/2019	No
4 Alexander at 1090 Apartments Richmond, VA	Alexander at 1090 Apartments, LP (757) 499-6161	No	48	48	12/2/2020	9/9/2021	No
5 Alexander at 1090 - 4% Richmond, VA	Alexander at 1090 - 4%, LP (757) 499-6161	No	48	48	11/17/2020	9/9/2021	No
6 The Retreat at Harbor Pointe Apartments - Norfolk, VA	The Retreat at Harbor Pointe, LP (757) 499-6161	No	246	246	11/24/2020	9/9/2021	No
7 The Foundry Apartments - Richmond, VA	The Foundry Apartments, LP (757) 499-6161	No	200	200	4/14/2022	2/14/2023	No
8 Market Heights Apartments - Norfolk, VA	Market Heights Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
9 Market Heights Apartments - 4% Norfolk, VA	Market Heights Apartments - 4%, LP (757) 499-6161	No	84	84	TBD	TBD	No
10 The Landing at Mason's Bridge Woodbridge, VA	The Landing at Mason's Bridge, LP (757) 499-6161	No	342	342	TBD	TBD	No
11 Miller's Rest Apartments Lynchburg, VA	Miller's Rest Apartments, LP (757) 499-6161	No	80	80	TBD	TBD	No
12 Miller's Rest Apartments II Lynchburg, VA	Miller's Rest Apartment II, LP (757) 499-6161	No	40	40	TBD	TBD	No
13 Miller's Rest Apartments II - 4% Lynchburg, VA	Miller's Rest Apartments II - 4%, LP (757) 499-6161	No	75	75	TBD	TBD	No
14 The View at Belle Isle Apartments, LP Richmond, VA	The View at Belle Isle Apartments, LP (757) 499-6161	No	116	116	TBD	TBD	No
15 700 West 44, LP Richmond, VA	700 West 44, LP (757) 499-6161	No	72	72	TBD	TBD	No
16 Smith Ridge Commons, LP Roanoke, VA	Smith Ridge Commons, LP (757) 499-6161	No	216	216	TBD	TBD	No
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 1,810 1,810

LIHTC as % of Total Units 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Tab E:

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) made this 3rd day of March, 2023 (the “Effective Date”), by and between LAWSON DEVELOPMENT, LLC, a Virginia limited liability company (“Seller”), and MILLER’S REST APARTMENTS III, LP, a Virginia limited partnership (“Purchaser”).

WHEREAS, Seller is the fee simple owner of that certain parcel of land containing approximately 9.98 acres and improvements thereon, in the City of Lynchburg, Virginia (the “Real Estate”), which Real Estate is more fully described on Exhibit A attached to this Agreement and made a part hereof; and

WHEREAS, Seller is willing to sell, and Purchaser is willing to buy, the Property (as hereinafter defined), subject to the terms and subject to the conditions set forth herein.

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

1. Agreement to Sell and Purchase. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, subject to the terms and conditions of this Agreement, the Real Estate, together with the following, to the extent owned by Seller (collectively, the “Property”): all improvements, easements, rights of way, appurtenances and rights to the same belonging to and inuring to the benefit of the Real Estate.

2. Purchase Price. The purchase price for the Property is Two Hundred Ten Thousand and No/100 Dollars (\$210,000.00) (“Purchase Price”). The Purchase Price shall be paid by Purchaser as follows:

a. Purchaser, within three (3) business days of the Effective Date, shall deposit with Seller the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (the “Deposit”). The Deposit shall be nonrefundable to Purchaser except as expressly provided herein. Seller will hold the Deposit in escrow until the Closing Date, at which time said Deposit shall be credited against the Purchase Price, or until such other time as the Purchaser or the Seller shall be entitled to receive the Deposit in accordance with the terms of this Agreement.

c. At Closing, Purchaser shall deliver to Seller the balance of the Purchase Price, by wire transfer of immediately available funds, plus or minus, as the case may require, the closing prorations and adjustments to be made pursuant to Section 7 below.

3. Closing. Closing shall take place on the date that is the later to occur of: (i) (30) days after the satisfaction or waiver of the conditions set forth in Section 8 below, or (ii) September 30, 2024 (“Closing” or the “Closing Date”); provided the Closing Date may be such earlier or later date as the parties may agree to in writing. The Closing will be held through an escrow closing arrangement at the offices of a title company mutually acceptable to Purchaser and Seller (the “Title Company”).

4. As-Is, Where Is, and With All Faults Condition.

a. Purchaser does hereby acknowledge, represent, warrant and agree, to and with Seller, that, except as otherwise expressly provided in this Agreement, (i) Purchaser is purchasing the Property in an "AS IS, WHERE IS, AND WITH ALL FAULTS" condition with respect to any facts, circumstances, conditions and defects of all kinds; (ii) Seller has no obligation to repair or correct any facts, circumstances, conditions or defects or compensate Purchaser for same; (iii) Purchaser is and will be relying strictly and solely upon the advice and counsel of its own agents and officers and such physical inspections, examinations and tests of the Property as Purchaser deems necessary or appropriate under the circumstances, and Purchaser is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Seller is not making and has not made any warranty or representation, express or implied, with respect to the Property as an inducement to Purchaser to enter in to this Agreement and thereafter to purchase the Property, or for any other purpose; and (v) by reason of all of the foregoing, from and after the Closing, Purchaser shall assume the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the physical and other conditions of the Property and/or the operation of the Property, regardless of whether the same is capable of being observed or ascertained.

b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER HAS NOT, DOES NOT AND WILL NOT, WITH RESPECT TO THE PROPERTY, MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR MERCHANTABILITY, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR OPERATING POTENTIAL OF THE PROPERTY.

c. Purchaser hereby fully and forever releases, acquits and discharges Seller and Seller's officers, employees, managers, members, partners, directors and agents of and from any and all liability, claims, damages, penalties, costs, fees, charges, losses, actions, causes of action, suits, proceedings, demands, rights, expenses or other compensation whatsoever, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, that Purchaser now or has or may have or which may arise in the future in connection with the following: (i) the presence, removal or other remediation of "Hazardous Materials" (as defined herein) on or under the Real Estate or which has migrated from adjacent lands to the Real Estate or from the Real Estate to adjacent lands; (ii) any condition of environmental contamination or pollution at the Real Estate, however and whenever occurring (including, without limitation, the contamination or pollution of any soils, subsoil media, surface waters or groundwaters at the Real Estate); (iii) to the extent already not included in (i) above, the prior, present, or future existence, release or discharge, or threatened release, of any Hazardous Materials at the Real Estate, however and whenever occurring; or (iv) the condition of the soil at the Real Estate.

d. The term "Hazardous Materials" shall mean asbestos, any petroleum fuel and any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Virginia or the United States Government, including, but not limited to, any material or substance defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "hazardous material" or "toxic pollutant" under state law and/or under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.

e. The provisions of this Section 4 shall survive any termination of this Agreement and shall survive Closing and the delivery of the deed at Closing.

5. Representations and Warranties. Seller represents and warrants to Purchaser that as of the date of the execution of this Agreement and as of the Closing Date:

a. Seller is a limited liability company, duly organized and validly existing under the law of the Commonwealth of Virginia. No proceedings have been instituted or authorized for the purpose of revoking or terminating any governing agreement or certificate of formation of Seller; the execution and delivery of this Agreement and the compliance with the terms and conditions of this Agreement by Seller will not, with or without the giving of notice or passage of time, or both, violate, conflict with or result in the breach of any terms or provisions of, or require any notice, filing or consent under the governing documents of Seller; and Seller's execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will be duly authorized by Closing by Seller, and no other action is required by law, Seller's governing documents, or otherwise, for such authorization. The person signing this Agreement on behalf of Seller has the authority to do so.

b. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

c. There are no existing leases which encumber all or any portion of the Property.

d. Seller has not received any written notice of any existing or pending litigation or any violations of any laws, ordinances or regulations affecting the Property.

The representations and warranties of Seller set forth in this Section 5 shall not survive Closing and the delivery of the special warranty deed.

6. Documents at Closing. At Closing, the parties shall deliver to each other the following as applicable:

a. A special warranty deed duly executed by Seller and acknowledged in form sufficient for recording, conveying fee simple title to the Property.

b. A customary owner's affidavit as to mechanic's liens and possession as required by the Title Company.

c. A certificate given under penalty of perjury and on a form approved under regulations promulgated under Section 1445 of the Internal Revenue Code of 1986, as amended, that Seller is not a foreign person.

d. A closing statement duly executed by Seller and Purchaser, and any funds required to be delivered thereunder.

e. Instruments satisfactory to Purchaser's attorney and the Title Company reflecting the proper authority of Seller to consummate the transaction contemplated by this Agreement.

f. Instruments satisfactory to Seller's attorney and the Title Company reflecting the proper authority of Purchaser to consummate the transaction contemplated by this Agreement.

g. Such other documents, instruments (of conveyance or otherwise), affidavits or resolutions as reasonably requested by the Title Company.

h. The balance of the Purchase Price.

i. Seller shall deliver vacant possession of the Property.

7. Prorations and Closing Costs. Payment of all real estate taxes and the water and sewer assessments, if any for the current year in which Closing takes place, assessed or imposed upon the Property, shall be apportioned as of midnight on the date of Closing. Seller and Purchaser shall each pay their portion as dictated by statute and custom of any applicable transfer taxes at Closing. Seller shall pay the Virginia grantor's tax and Purchaser shall pay all costs associated with recording the Deed of Trust and shall pay for the costs of any title search and any title insurance policies related to the Property. Seller and Purchaser shall each pay their own attorneys' fees. In addition, Purchaser shall pay to Seller certain reimbursable costs which serve the Property which reimbursable cost amount is subject to Purchaser's sole approval prior to Closing.

8. Conditions to Closing. Purchaser's obligation to close on the purchase of the Property in accordance with the terms hereof is expressly conditioned on the following:

a. Title. Purchaser shall have examined title to the Property and determined that Purchaser can obtain an owner's policy of title insurance without exceptions which materially interfere with Purchaser's intended use of the Property for multi-family housing. Purchaser may, but shall not be obligated to, obtain an ALTA/NSPS survey of the Property.

b. Financing. Receipt by Purchaser of commitments for construction and/or permanent financing on terms and conditions satisfactory to Purchaser.

c. Tax Credits. Receipt by Purchaser of a reservation of Low Income Housing Tax Credits from Virginia Housing. Receipt by Purchaser of a commitment for the purchase of Low Income Housing Tax Credits from an investor and at a price acceptable to Purchaser.

If any of the foregoing conditions have not been either satisfied or waived by August 31st 2024, then Purchaser upon notice to Seller shall have the right to terminate this Agreement, Seller shall return the Deposit to Purchaser, and neither party shall have any further rights or remedies hereunder, except as expressly set forth herein.

9. Risk of Loss. Seller will bear the risk of loss from fire or other causes until time of Closing. If, prior to Closing, the Property is damaged by fire or other casualty, in whole or in part, Seller shall give prompt written notice thereof to Purchaser, and Purchaser shall have the right to terminate this Agreement in which event Purchaser shall receive a refund of the Deposit and thereupon the parties shall be released and discharged from any further obligations to each other, other than any obligations that expressly survive termination. If Purchaser does not elect to so terminate this Agreement, the Closing shall proceed and the Seller shall credit Purchaser at Closing, with the

deductible on Seller's insurance policy and Closing shall occur without any change in the Purchase Price.

10. Condemnation. Seller represents that Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property. If, prior to Closing, any such proceeding is commenced or proposed to be made then Seller agrees to notify Purchaser thereof. Purchaser then shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within five (5) business days after receipt of such notice. If Purchaser does not so terminate this Agreement, Purchaser shall proceed to Closing hereunder as if no such proceeding had commenced and will pay Seller the full Purchase Price in accordance with this Agreement; Seller shall assign to Purchaser all of its right, title and interest in and to any compensation for such condemnation, and Seller shall not negotiate or settle any claims for compensation prior to Closing without Purchaser's participation.

11. Remedies Upon Default.

a. Purchaser's Default. If Purchaser defaults under its obligations under this Agreement or fails to consummate Closing in accordance with the terms of this Agreement, Seller shall be entitled to retain the Deposit as liquidated damages, and thereafter, this Agreement shall be null and void and of no further force or effect and neither party shall have any further liability or obligations under this Agreement, except as otherwise expressly provided herein.

b. Seller's Default. If Seller defaults under its obligations under this Agreement or fails to consummate Closing in accordance with the terms of this Agreement, Purchaser as its sole remedies may either: (i) purchase the Property notwithstanding such default, in which event such default shall be deemed to be waived; or (ii) terminate this Agreement, in which event Purchaser shall be entitled to the return of the Deposit and the parties shall have no further obligations hereunder, except as otherwise expressly provided herein.

c. Notice and opportunity to cure. Notwithstanding anything in this Agreement to the contrary, if either party defaults under the terms of this Agreement, the non-defaulting party must give written notice of the default to the defaulting party. If the defaulting party fails to cure such default to the reasonable satisfaction of the non-defaulting party within ten (10) business days, then the non-defaulting party may exercise its remedies as provided for in this Agreement.

12. Brokerage. Seller and Purchaser each represent and warrant to the other that they have dealt with no real estate brokers or other intermediaries in connection with this transaction. Purchaser and Seller shall indemnify, hold harmless and defend each other from and against any and all claims and demands for a real estate brokerage commission or similar fee or compensation arising out of any claimed dealings with the indemnifying party and relating to this Agreement or the purchase and sale of the Property (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity). This Section 12 shall survive the cancellation, termination or consummation of this Agreement. Principals of Seller and Purchaser are licensed real estate brokers in the Commonwealth of Virginia.

13. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be delivered (i) in person, (ii) by recognized overnight delivery service providing positive tracking of items (such as Federal Express), or (iii) by email provided a copy is sent

concurrently by one of the methods described in (i) or (ii) above, addressed as follows or at such other address of which Seller or Purchaser shall have given notice as herein provided:

To Seller: Lawson Development, LLC
 150 West Main, Suite 1650
 Norfolk, Virginia 23510
 Email: chardee@lawsoncompanies.com

To Purchaser: Miller's Rest Apartments III, LP
 150 West Main, Suite 1650
 Norfolk, Virginia 23510
 Email: aphipps@lawsoncompanies.com

or to any other address that any party provides pursuant to this section.

14. Integration; Binding Effect. This Agreement contains the whole agreement between Seller and Purchaser. This Agreement shall extend to and bind the successors and assigns of the respective parties hereto. This Agreement shall not be recorded in any jurisdiction or for any reason whatsoever.

15. Governing Law; Waiver of Jury Trial. The execution, interpretation and performance of this Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Virginia. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party who caused it to be drafted. PURCHASER AND SELLER EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT.

16. Severability. Each provision or paragraph of this Agreement is severable and the invalidity of any one or more of such provisions or paragraphs of this Agreement does not affect or limit the enforceability of the remaining provisions or paragraphs of this Agreement if a viable contract remains. In this regard, in the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision if a viable contract remains.

17. Waiver. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

18. Counterparts and Electronic Email Signature. This Agreement may be executed in two or more counterparts (whether electronic email signature or original), each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

19. Assignment. Purchaser may not assign or transfer its right and interest in and to this Agreement without the prior written consent of Seller.

[Signatures Follow]

[Signature Page – Purchase and Sale Agreement]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement as of the day and year first above written.

PURCHASER:

MILLER'S REST APARTMENTS III, LP,
a Virginia limited partnership

By: Miller's Rest Apartments III GP, LLC,
its General Partner

By:  (SEAL)
Name: Steven E. Lawson
Title: Manager

SELLER:

LAWSON DEVELOPMENT, LLC,
a Virginia limited liability company

By:  (SEAL)
Name: Aaron Phipps
Title: Authorized Representative

EXHIBIT A

Legal Description of Real Estate

All that certain lot, piece or parcel of land located in the City of Lynchburg, Virginia, and designated as “(New) Lot 4 From Original PID 23806002, 9.980 AC.” on that certain plat entitled “Plat of Minor Subdivision On the Lands of Flipped, LLC, Parcel ID No. 23806002, Ward IV-1, City of Lynchburg, Virginia,” prepared by Timmons Group, dated February 15, 2021, last revised April 15, 2021, which plat is duly recorded in the Clerk’s Office of the Circuit Court of the City of Lynchburg, Virginia, as Instrument No. 210005015, reference to which is hereby made for a more particular description of said parcel.

TOGETHER WITH those certain rights, privileges, and easements contained in the Declaration of Easements recorded on July 30, 2021, in the Clerk’s Office of the Circuit Court of the City of Lynchburg, Virginia as Instrument No. 210006808, as amended by that certain First Amendment to Declaration of Easements recorded on April 7, 2022, in the Clerk’s Office of the Circuit Court of the City of Lynchburg, Virginia, as Instrument No. 220002740.

TOGETHER WITH those certain rights, privileges and easements contained in the Dedication to the City of Lynchburg, Virginia, of the street and easements as shown on plat recorded in Deed Book 748, at Page 380.

IT BEING a portion of the same property conveyed to Lawson Development, LLC, a Virginia limited liability company, from Flipped, LLC, a Virginia limited liability company, by deed dated June 15, 2021, and recorded July 29, 2021, in the Clerk’s Office of the Circuit Court of the City of Lynchburg, Virginia as Instrument No. 210006782.

Property Information Report

City of Lynchburg Assessor's Office
 900 Church Street
 Lynchburg, VA 24504
 Telephone: (434) 455-3830
 8:30a.m. - 5:00 p.m. Mon - Fri

Parcel ID:	23806002	Owner:	LAWSON DEVELOPMENT LLC
Property Address:	6100 OLD MILL RD LYNCHBURG, VA 24502	Mailing Address:	373 EDWIN DR VIRGINIA BEACH, VA 23462-4522

Property Descriptions		Land Information	
Legal Description:	MILLER'S REST, LOT 4	Area:	Legal Acreage: 9.980 GIS Acreage: 9.980
Neighborhood:	7902 : GRAVES MILL COMMERCIAL CORRIDO	Frontage:	57.91ft
Property Class:	300 : VACANT - MULTI FAMILY	Depth:	0ft

Special Assessments		School Zones	
Participant in Land Use:	NO	Elementary School:	SANDUSKY ELEMENTARY
Land Use Deferral Amount:	--	Middle School:	SANDUSKY MIDDLE
Participant in Rehab Program:	NO	High School:	HERITAGE HIGH
Exempt Amount:	--	Zoning:	Zoning Description:
Participant Until:	--	R-4	Medium-High Density Multi-Family Residential
		R-C	Resource Conservation

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
7/29/2021	\$440,000	FLIPPED LLC	LAWSON DEVELOPMENT LLC	210006782		DEED
12/17/2012	\$0	JAMERSON, ELLEN P	FLIPPED LLC	120008445		DEED
8/9/1983	\$80,000	TERRELL, THOMAS WALTER ESTATE	JAMERSON, ELLEN P		630 381	DEED

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2023	\$215,000	\$0	\$215,000	7/1/2023	Proposed Assessment
2022	\$215,000	\$0	\$215,000	7/1/2022	Current Assessment
2021	\$215,000	\$0	\$215,000	7/1/2021	
2020	\$447,100	\$0	\$447,100	7/1/2020	
2019	\$447,100	\$0	\$447,100	7/1/2019	
2018	\$297,800	\$0	\$297,800	7/1/2018	
2017	\$297,800	\$0	\$297,800	7/1/2017	
2016	\$248,200	\$0	\$248,200	7/1/2016	
2015	\$248,200	\$0	\$248,200	7/1/2015	
2014	\$248,200	\$0	\$248,200	7/1/2014	
2013	\$248,200	\$0	\$248,200	7/1/2013	
2012	\$248,200	\$0	\$248,200	7/1/2012	
2011	\$248,200	\$0	\$248,200	7/1/2011	
2010	\$248,200	\$0	\$248,200	7/1/2010	
2009	\$0	\$0	\$0	7/1/2009	

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as the city of Lynchburg expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Tab F:

RESNET Rater Certification (MANDATORY)

Appendices continued

R. RESNET Rater Certification

RESNET Rater Certification of Development Plans

Deal Name Miller's Rest Apartments III

Deal Address 6100 Old Mill Road | Lynchburg, VA | 24502

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

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

In addition provide HERS rating documentation as specified in the manual

- New Construction** – EnergyStar Certification
The development's design meets the criteria for the EnergyStar certification. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- Rehabilitation** – 30% performance increase over existing, based on HERS Index;
Or Must evidence a HERS Index of 80 or better
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.
- Adaptive Reuse** – Must evidence a HERS Index of 95 or better.
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

Additional Optional Certifications

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

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

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

Printed Name Benoit Rivard 2/21/2023

RESNET Rater

Date

Signature



Resnet Provider Agency Southern Energy Management

Signature



Provider Contact & Phone/Email Laurie Colwander / laurie@southern-energy.com

919-538-7837 / (HERS 1998-093)

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: vjjjDnkv

HERS® Index Score:

65

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

\$336

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.8	\$94
Cooling	1.0	\$20
Hot Water	4.7	\$92
Lights/Appliances	11.4	\$223
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	22.0	\$508

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

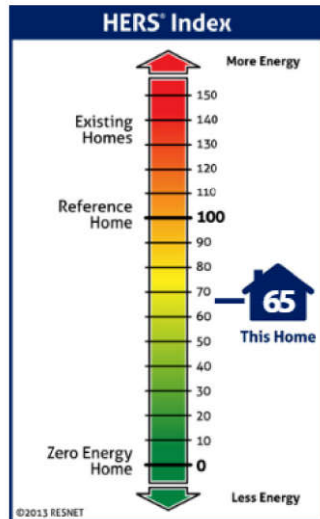
ENERGY STAR MF v1.0

ENERGY STAR v3.1

ENERGY STAR v3

2009 International Energy Conservation Code

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1.1 ground
Community:	Miller's Rest III
Conditioned Floor Area:	703 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	46 CFM • 16.1 Watts (Default)
Duct Leakage to Outside:	19.333 CFM @ 25Pa (2.75 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Benoit Rivard

RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Benoit Rivard, Certified Energy Rater

Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 1.1 ground
Community: Miller's Rest III

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Inspection Status

Results are projected

Miller's Rest III_1 br ground
Miller's Rest III_1.1 ground

Builder

R.A. Lawson Companies

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	72
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>72</u>
As Designed Home ERI (HERS)	65
As Designed Home ERI (HERS) w/o PV	65

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.6	6.5
Cooling	3.2	2.1
Water Heating	4.8	4.0
Lights and Appliances	11.2	11.3
Total	25.8	23.9



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.0

Energy Cost Savings

	\$/yr
Heating	-25
Cooling	6
Water Heating	17
Lights & Appliances	-2
Generation Savings	0
Total	-4

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: 23JZOARv

HERS® Index Score:

61

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

\$354

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

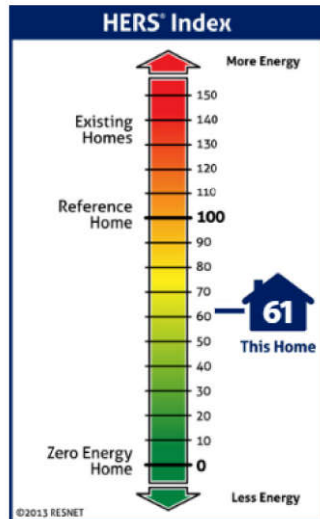
R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.9	\$57
Cooling	1.0	\$19
Hot Water	4.7	\$92
Lights/Appliances	11.4	\$223
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	20.0	\$470

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
ENERGY STAR v3.1
ENERGY STAR v3
2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1.1 middle
Community:	Miller's Rest III
Conditioned Floor Area:	703 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	46 CFM • 16.1 Watts (Default)
Duct Leakage to Outside:	19.333 CFM @ 25Pa (2.75 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 1.1 middle
Community: Miller's Rest III

Miller's Rest III_1 middle
Miller's Rest III_1.1 middle

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Builder

R.A. Lawson Companies

Inspection Status

Results are projected

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	73
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>73</u>
As Designed Home ERI (HERS)	61
As Designed Home ERI (HERS) w/o PV	61

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.6	3.8
Cooling	3.3	1.9
Water Heating	4.8	4.0
Lights and Appliances	11.2	11.3
Total	24.8	21.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	-14
Cooling	6
Water Heating	17
Lights & Appliances	-3
Generation Savings	0
Total	6

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

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Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: dG5KVnz2

HERS® Index Score:

64

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

Annual Savings

\$341

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

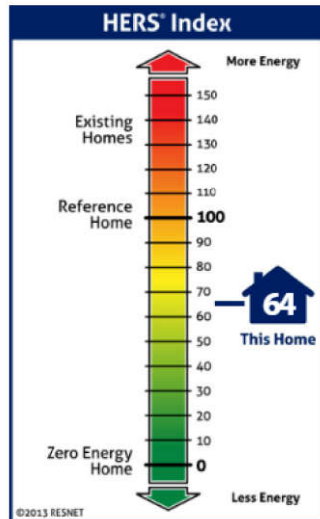
R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.0	\$78
Cooling	1.2	\$23
Hot Water	4.7	\$92
Lights/Appliances	11.4	\$223
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	21.3	\$495

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
ENERGY STAR v3.1
ENERGY STAR v3
2009 International Energy Conservation Code
2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1.1 top
Community:	Miller's Rest III
Conditioned Floor Area:	703 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	46 CFM • 16.1 Watts (Default)
Duct Leakage to Outside:	19.333 CFM @ 25Pa (2.75 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 1.1 top
Community: Miller's Rest III

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Inspection Status

Results are projected

Miller's Rest III_1 top
Miller's Rest III_1.1 top

Builder

R.A. Lawson Companies

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	74
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>74</u>
As Designed Home ERI (HERS)	64
As Designed Home ERI (HERS) w/o PV	64

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.0	5.3
Cooling	3.9	2.3
Water Heating	4.8	4.0
Lights and Appliances	11.2	11.3
Total	25.8	22.9



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	-11
Cooling	7
Water Heating	17
Lights & Appliances	-3
Generation Savings	0
Total	10

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: vobbRgOd

HERS® Index Score:

64

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

Annual Savings

\$435

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

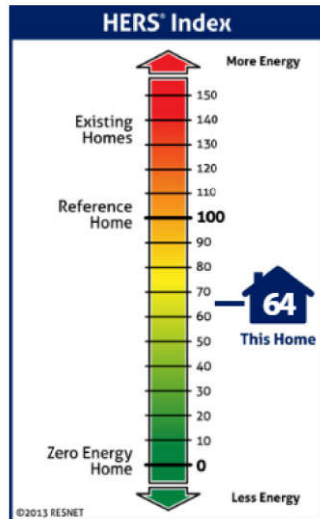
R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.7	\$144
Cooling	1.4	\$27
Hot Water	6.4	\$122
Lights/Appliances	13.7	\$264
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	29.2	\$636

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
ENERGY STAR v3
2009 International Energy Conservation Code
2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2.1 ext ground
Community:	Miller's Rest III
Conditioned Floor Area:	948 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 • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	66 CFM • 23.1 Watts (Default)
Duct Leakage to Outside:	25.185 CFM @ 25Pa (2.66 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 2.1 ext ground
Community: Miller's Rest III

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Inspection Status

Results are projected

Miller's Rest III_2 br ground
Miller's Rest III_2.1 ext ground

Builder

R.A. Lawson Companies

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	71
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	71
As Designed Home ERI (HERS)	64
As Designed Home ERI (HERS) w/o PV	64

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	11.2	10.7
Cooling	4.5	2.8
Water Heating	6.6	5.6
Lights and Appliances	13.4	13.5
Total	35.7	32.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.0

Energy Cost Savings

	\$/yr
Heating	-26
Cooling	7
Water Heating	22
Lights & Appliances	-3
Generation Savings	0
Total	-0

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: 2JoR7aGL

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

\$433

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

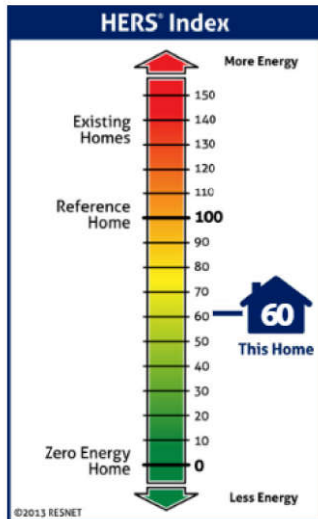
R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.8	\$73
Cooling	1.3	\$26
Hot Water	6.4	\$124
Lights/Appliances	13.7	\$267
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	25.2	\$569

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
ENERGY STAR v3.1
ENERGY STAR v3
2009 International Energy Conservation Code
2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2.1 int middle
Community:	Miller's Rest III
Conditioned Floor Area:	948 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 • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	66 CFM • 23.1 Watts (Default)
Duct Leakage to Outside:	25.185 CFM @ 25Pa (2.66 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 2.1 int middle
Community: Miller's Rest III

Miller's Rest III_2 middle
Miller's Rest III_2.1 int middle

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Builder

R.A. Lawson Companies

Inspection Status

Results are projected

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	72
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>72</u>
As Designed Home ERI (HERS)	60
As Designed Home ERI (HERS) w/o PV	60

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.4	5.0
Cooling	4.5	2.6
Water Heating	6.6	5.6
Lights and Appliances	13.4	13.5
Total	31.9	26.8



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	-12
Cooling	9
Water Heating	22
Lights & Appliances	-3
Generation Savings	0
Total	16

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

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Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: vjggGzZv

HERS® Index Score:

65

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

\$415

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

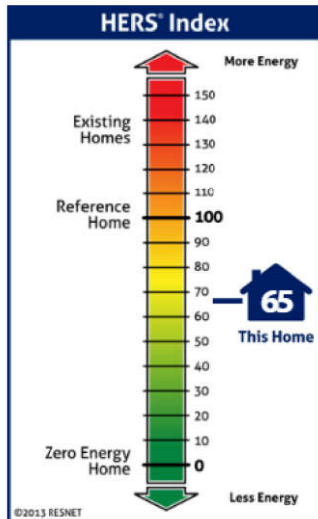
R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.4	\$102
Cooling	1.6	\$32
Hot Water	6.4	\$123
Lights/Appliances	13.7	\$266
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	27.1	\$602

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
ENERGY STAR v3
2009 International Energy Conservation Code
2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2.1 int top
Community:	Miller's Rest III
Conditioned Floor Area:	948 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 • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	66 CFM • 23.1 Watts (Default)
Duct Leakage to Outside:	25.185 CFM @ 25Pa (2.66 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 2.1 int top
Community: Miller's Rest III

Miller's Rest III_2 top
Miller's Rest III_2.1 top

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Builder

R.A. Lawson Companies

Inspection Status

Results are projected

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	74
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>74</u>
As Designed Home ERI (HERS)	65
As Designed Home ERI (HERS) w/o PV	65

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.0	7.2
Cooling	5.4	3.1
Water Heating	6.6	5.6
Lights and Appliances	13.4	13.5
Total	33.4	29.5



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	-12
Cooling	9
Water Heating	22
Lights & Appliances	-3
Generation Savings	0
Total	16

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: LZggKe8d

HERS® Index Score:

64

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

Annual Savings

\$515

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

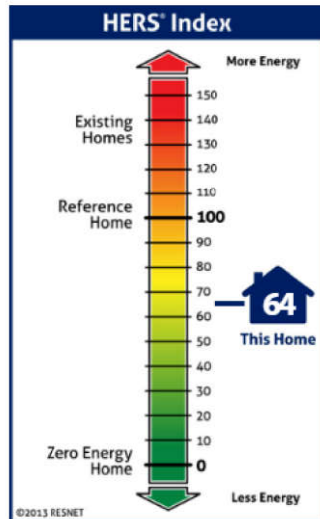
R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.2	\$166
Cooling	1.8	\$36
Hot Water	7.4	\$140
Lights/Appliances	15.9	\$303
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	34.3	\$724

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
ENERGY STAR v3
2009 International Energy Conservation Code
2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3.1 ground
Community:	Miller's Rest III
Conditioned Floor Area:	1,177 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 • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	86 CFM • 30.1 Watts (Default)
Duct Leakage to Outside:	31.111 CFM @ 25Pa (2.64 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 3.1 ground
Community: Miller's Rest III

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Inspection Status

Results are projected

Miller's Rest III_3 br_ground
Miller's Rest III_3.1 ground

Builder

R.A. Lawson Companies

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	71
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>71</u>
As Designed Home ERI (HERS)	64
As Designed Home ERI (HERS) w/o PV	64

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	13.1	12.7
Cooling	5.5	3.6
Water Heating	8.3	6.7
Lights and Appliances	15.5	15.7
Total	42.4	38.8



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.0

Energy Cost Savings

	\$/yr
Heating	-32
Cooling	7
Water Heating	35
Lights & Appliances	-3
Generation Savings	0
Total	7

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: LZg6EOxd

HERS® Index Score:

59

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

\$533

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

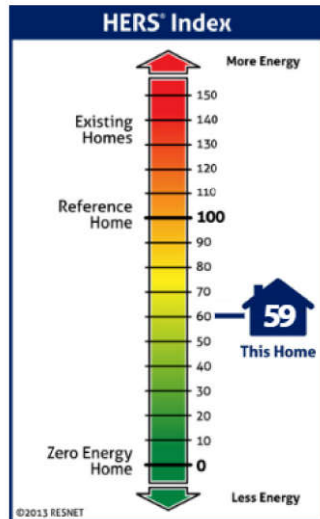
R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.5	\$103
Cooling	1.7	\$34
Hot Water	7.4	\$142
Lights/Appliances	16.0	\$307
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	30.6	\$665

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
ENERGY STAR v3.1
ENERGY STAR v3
2009 International Energy Conservation Code
2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3.1 middle
Community:	Miller's Rest III
Conditioned Floor Area:	1,177 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 • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	86 CFM • 30.1 Watts (Default)
Duct Leakage to Outside:	31.111 CFM @ 25Pa (2.66 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 3.1 middle
Community: Miller's Rest III

Miller's Rest III_3 middle
Miller's Rest III_3.1 middle

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Builder

R.A. Lawson Companies

Inspection Status

Results are projected

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	72
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>72</u>
As Designed Home ERI (HERS)	59
As Designed Home ERI (HERS) w/o PV	59

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	10.7	7.4
Cooling	5.4	3.3
Water Heating	8.3	6.7
Lights and Appliances	15.5	15.7
Total	39.9	33.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.2

Energy Cost Savings

	\$/yr
Heating	-10
Cooling	6
Water Heating	35
Lights & Appliances	-5
Generation Savings	0
Total	26

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

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Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-02-22

Registry ID:

Ekotrope ID: vob3eVKd

HERS® Index Score:

63

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

Annual Savings

\$515

*Relative to an average U.S. home

Home:

6100 Old Mill Road
Lynchburg, VA 24502

Builder:

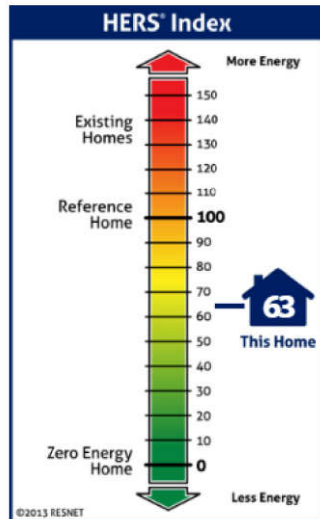
R.A. Lawson Companies

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.2	\$133
Cooling	2.2	\$44
Hot Water	7.4	\$141
Lights/Appliances	16.0	\$305
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	32.8	\$702

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0
ENERGY STAR v3
2009 International Energy Conservation Code
2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	3.1 top
Community:	Miller's Rest III
Conditioned Floor Area:	1,177 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 • 14.5 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area
Ventilation:	86 CFM • 30.1 Watts (Default)
Duct Leakage to Outside:	31.111 CFM @ 25Pa (2.64 / 100 ft ²)
Above Grade Walls:	R-21
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 3/3/23 at 3:09 PM



ENERGY STAR MF V1 Home Report

Property

6100 Old Mill Road
Lynchburg, VA 24502
Model: 3.1 top
Community: Miller's Rest III

Organization

Southern Energy Manager
Benoit Rivard
9196228441

Inspection Status

Results are projected

Miller's Rest III_3 top
Miller's Rest III_3.1 top

Builder

R.A. Lawson Companies

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	74
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	<u>74</u>
As Designed Home ERI (HERS)	63
As Designed Home ERI (HERS) w/o PV	63

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	11.1	9.8
Cooling	7.4	4.3
Water Heating	8.3	6.7
Lights and Appliances	15.5	15.7
Total	42.3	36.5



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings

	\$/yr
Heating	-12
Cooling	13
Water Heating	35
Lights & Appliances	-4
Generation Savings	0
Total	33

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Ekotrope RATER - Version 4.0.1.3109

All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.

Average HERS for the development: 62.8

- 1 Bedroom HERS: 65, 64, 61
- 2 Bedroom HERS: 65, 64, 60
- 3 Bedroom HERS: 64, 59, 63

Tab G:

Zoning Certification Letter (MANDATORY)



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

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.



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Zoning Certification

Date January 30, 2023

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

RE: ZONING CERTIFICATION

Name of Development Miller's Rest Apartments III

Name of Owner/Applicant Miller's Rest Apartments III, LP

Name of Seller/Current Owner Lawson Development, LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by 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
6100 Old Mill Road
Lynchburg, VA 24502

Legal Description
Please see attachment entitled "Exhibit A - Legal Description"

Proposed Improvements

- New Construction: 80 #Units 4 #Buildings 96,787.64 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: _____ #Units _____ #Buildings _____ Approx. Total Floor Area Sq. Ft.

Current Zoning: R-4 (High Density Residential District) allowing a density of 21.78 units per acre, and the following other applicable conditions:
Please see attachment entitled "Exhibit B - Zoning Ordinance"

Other Descriptive Information

New construction consisting of 80 units, comprised on one, two, and three-bedroom units. Amenities will include a community building, access to a laundry facility, fitness center, and playground.
Property will be EarthCraft Gold Certified.

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.

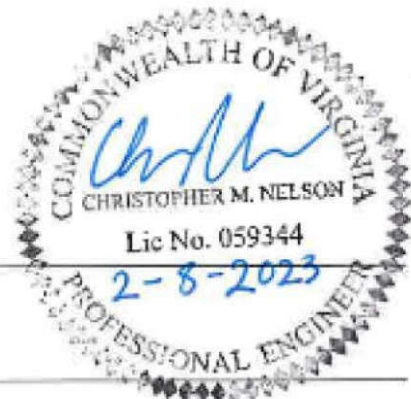
Date 2/8/2023

Signature 

Printed Name Christopher M. Nelson, PE

Title of Local Official or Civil Engineer Project Manager

Phone (804)200-6475



Notes to Locality

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

Exhibit A - Legal Description

All that certain lot, piece or parcel of land located in the City of Lynchburg, Virginia, and designated as “(New) Lot 4 From Original PID 23806002, 9.980 AC.” on that certain plat entitled “Plat of Minor Subdivision On the Lands of Flipped, LLC, Parcel ID No. 23806002, Ward IV-1, City of Lynchburg, Virginia,” prepared by Timmons Group, dated February 15, 2021, last revised April 15, 2021, which plat is duly recorded in the Clerk’s Office of the Circuit Court of the City of Lynchburg, Virginia, as Instrument No. 210005015, reference to which is hereby made for a more particular description of said parcel.

TOGETHER WITH those certain rights, privileges, and easements contained in the Declaration of Easements recorded on July 30, 2021, in the Clerk’s Office of the Circuit Court of the City of Lynchburg, Virginia as Instrument No. 210006808, as amended by that certain First Amendment to Declaration of Easements recorded on April 7, 2022, in the Clerk’s Office of the Circuit Court of the City of Lynchburg, Virginia, as Instrument No. 220002740.

TOGETHER WITH those certain rights, privileges and easements contained in the Dedication to the City of Lynchburg, Virginia, of the street and easements as shown on plat recorded in Deed Book 748, at Page 380.

IT BEING a portion of the same property conveyed to Lawson Development, LLC, a Virginia limited liability company, from Flipped, LLC, a Virginia limited liability company, by deed dated June 15, 2021, and recorded July 29, 2021, in the Clerk’s Office of the Circuit Court of the City of Lynchburg, Virginia as Instrument No. 210006782.

Sec. 35.2-44. - High Density Residential District (R-4).

Exhibit B - Zoning Ordinance

Sec. 35.2-44.1. - R-4 District purpose.

The R-4 district is intended to provide for residential and other compatible uses at high densities in locations with adequate infrastructure and proximity to necessary services and employment. R-4 districts may include any type of housing, as well as public uses, institutional uses, private recreation and limited retail and service uses, when accessory to a multi-household development.

Sec. 35.2-44.2. - Authorized uses.

- (a) The uses authorized by Exhibit IV-9 may be established in accordance with the procedures established in Article II, the district standards in this article, the site development standards established in Article VI and specific use standards established in Article VII, as well as other applicable rules and regulations.
- (b) Uses may also be limited by overlay standards established in Article V of this Zoning Ordinance.
- (c) See Article III for the rules of interpreting authorized uses and Appendix A for a complete listing of land uses allowed in every zoning district.
- (d) Uses designated "P" are permitted by right and uses designated "C" require issuance of a conditional use permit.

Exhibit IV-9: Authorized Uses in R-4 District

Land Use	LBCS #	Description	Approval Type
single-household detached	1111S	Typical single-household dwelling	P
modular home	1114S	A prefabricated home without axles or frames (see definitions)	P
manufactured home community	1116S	Includes manufactured home subdivisions and manufactured home parks with 5 or more lots (see definitions)	C

Two-household (duplex)	1121S	A building located on one (1) zoning lot containing not more than two (2) dwelling units	P
single-household semi-detached	1122S	One of two dwelling units separated by a party wall, on abutting lots	P
single-household attached (townhouse)	1140S	Each unit on a separate lot; fire wall may protrude from roof or roofs may be staggered	P
Multi-household structures	1200S	Includes triplexes, four-plexes, and other multi-household dwellings	P
Mixed-use residential structures (see District Use Standards for limitations)	1201S	Typically commercial uses on lower floors and residential uses on upper floors	P
Housing Services	1200	Housing and custodial services for those who cannot care for themselves. Includes nursing and retirement homes, congregate living, assisted and continuing care living, but excludes rehab uses in LBCS #6520)	C
Bed & Breakfast and Tourist Homes	1310	Guest rooms in a private home or accessory building to a private home	C
boarding house	1321	Non-transient lodging that may include meals and is owner occupied	C
rooming house	1322	Transient or non-transient lodging that may include meals	C

dormitory, sorority or fraternity house	1323	Allowed only as accessory uses to and owned by a college or university	C
Short Term Rental	1350	Provision of lodging for fewer than thirty (30) consecutive days. (See <u>Section 35.2-71.16</u>)	P
art galleries	2142b	Excludes art supply sales and retail framing services	P
Parking lot and parking garage	2640	See district standards	C
pet cemetery	2723		C
wireless telecommunications transmission	4233	Operate, maintain or provide access to facilities for the transmission of voice, data, text, sound or video, see <u>section 35.2-73</u> for telecommunications ordinance	C/P
telephone and other wired telecommunications	4234	Operate telephone networks - excludes switching stations	P
Telecommunications switching stations/exchanges	4239	Telecommunications switching stations and exchanges with no on-site employees	C
library or archive	4242	Provide library or archive services	P

<p>Public Utilities Services, Major</p>	<p>4315, 4329, 4339, 4349</p>	<p>Includes transmission lines for water, wastewater, stormwater, electricity, natural gas or telecommunications services regulated by the State Corporation Commission of a regional nature and normally entail the construction of new buildings or structures such as electrical switching facilities and stations or substations, electric, gas, and other utility transmission lines of a regional nature which are not otherwise reviewed and approved by the Virginia State Corporation Commission. All overhead transmission lines are included in this definition.</p>	<p>C</p>
<p>Public Utilities Service Minor</p>	<p>4315, 4329, 4339, 4349</p>	<p>Includes distribution or collection lines and appurtenances for water, wastewater, stormwater, electricity, natural gas or telecommunications services regulated by the State Corporation Commission that are necessary to support development within the immediate vicinity and involve only minor structures. Included in this use type are small facilities such as transformers, relay and booster devices, and well, water and sewer pump stations, and wireless communication antennas attached to existing buildings or structures.</p>	<p>P</p>

electric substations	4316		C
Water treatment plants and utility facilities	4331 - 4333,	Water treatment plants, pumping stations and lift stations	C
Museums and Other Special Purpose Recreational Institutions	5200	Public and private museums, historical sites, and similar establishments	P
Country Club	5340 & 6830	Operate private country clubs, with tennis courts and golf courses along with dining facilities and other recreational facilities; includes civic, social and fraternal organizations without dwellings	C
fitness and recreational sports center	5371	Aerobic dance or exercise center, gymnasium, physical fitness center, health and athletic club, indoor handball, racquetball, volleyball, tennis, or swimming facilities conducted inside a building	C
outdoor recreation	5372, 5373 & 5374	Includes for profit golf courses, archery ranges, outdoor volleyball, tennis, or swimming facilities, recreational courts, recreational day camp and horseback riding	C
Natural and other Recreational Parks	5500	All parks without special economic functions, other than limited concessions	P
Nursery or preschool	6110		C

Grade school	6120	Comprises all public, private, and specialty schools between the preschool and university level; includes adult education services not addressed elsewhere	C
College or university	6130		C
general technical schools	6141-6143, 6145, 6147	Offer courses in office procedures, administrative skills, and basic office skills; dance, art, drama, and music; athletic activities	C
Public Safety	6400	Government-owned establishments providing fire and rescue, police, and emergency response services	P
group home small	6522	Fewer than five (5) aged or infirm individuals or fewer than nine (9) individuals with mental, intellectual or developmental disabilities	P
group home large	6523	Five or more aged or infirm individuals, or nine (9) or more individuals with mental, intellectual or developmental disabilities	C
Hospital	6530		C
child and adult day care	6562	Provide day care for children and adults	
home	6562a	Day care for fewer than six (6) individuals in a residence	P

small	6562b	Day care for six (6) to twelve (12) individuals in a residence	C
large	6562c	Provide care for more than 12 individuals	C
Religious Institutions	6600	Churches, temples, synagogues, mosques, convents and monasteries	C
free-standing cemetery	6722		C
columbarium	6724		C
Vegetable farming or growing	9120	Includes private fields and community gardens	P
Commercial orchards	9130	Includes fruit and nut trees for commercial production	P
Greenhouse - no on-premises sales	9141	Commercial greenhouse production	P
Animal Production	9300	Keep, graze, breed or feed animals (see district standards)	P
tent revival meetings/ transient amusements	9921	Includes temporary carnivals and circuses sponsored by non-profit organizations (see section 35.2-72.73)	P
residential cluster development	9951	See <u>section 35.2-80</u>	P
traditional neighborhood development	9952	See <u>section 35.2-82</u>	C

planned unit development	9953	See <u>section 35.2-83</u>	C
--------------------------	------	----------------------------	---

(Ord. No. O-19-040, § 1, 10-8-19; Ord. No. O-21-010, 2-9-21)

Sec. 35.2-44.3. - R-4 District use standards.

The following standards apply In addition to the standards for specific uses established in Article VII:

- (a) Commercial uses allowed in the B-1 district shall be allowed as accessory uses to multi-household development subject to the following conditions:
 1. Uses shall not exceed five percent of the gross floor area of the multi-household development in which they are located.
 2. The uses shall be limited to uses allowed within the B-1 zoning district.
 3. No drive-in or drive-through services are permitted.
 4. All such uses shall be limited to the ground floor of the structure in which they are located.
- (b) Not more than three unrelated individuals may occupy a dwelling unit in the R-4 district unless otherwise approved by a conditional use permit.
- (c) Accessory uses and structures shall comply with the provisions of section 35.2-71.

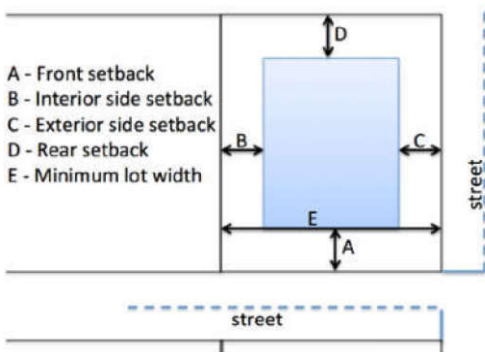
Sec. 35.2-44.4. - R-4 District development standards.

Dimensional standards for the R-4 district are summarized in Exhibit IV-10. Section cross-references identify the location of additional dimensional standards and rules for their application. The standards in this section apply in addition to the site development standards of Article VI and site development standards applicable to specific uses established in Article VII.

- (a) *Lots abutting R-1, R-2 or R-3 Districts.* Multi-household buildings on lots that abut lots in a R-1, R-2 or R-3 district shall not exceed two stories within 100 feet of the property line of said abutting lots. See section 35.2-61.2 for additional height requirements and section 35.2-61.3 for additional setback requirements for lots abutting R-1, R-2 or R-3 districts.
- (b) *Density and height bonuses.* The net density and height may be increased to up to 29 dwelling units per acre and up to 60 feet in height subject to achievement of the design standards listed in Exhibit IV-11 and the provisions of paragraph (a).
- (c) *Development patterns.* The R-4 district development standards may be modified through the approval of a residential cluster development, planned unit development or traditional neighborhood development through the conditional use permit process.

Exhibit IV-10: Summary of R-4 Development Standards

Design Element	Standards	Cross-Reference
Maximum Height	40'	35.2-61.2
Minimum front setback from right-of-way (dimension A)	30'	35.2-61.3
Minimum side setback, interior (dimension B)	5'	35.2-61.3
Minimum side setback, exterior from right-of-way (dimension C)	30'	35.2-61.3
Minimum rear setback (dimension D)	25'	35.2-61.3
Minimum lot width at front property line (dimension E) and front setback line (dimension F)	50', 30' for detached or semi-detached dwellings	35.2-61.4
Minimum lot size (square feet)	6,000, with 2,000 for each dwelling unit or boarding unit	35.2-61.4
Maximum net density (dwelling unit or boarding units per acre)	21.78	35.2-61.4
Maximum lot coverage	30%	35.2-61.4



Letters in drawing to the left correspond with dimensions cited in the design element column

Exhibit IV-11: Density Bonuses in the R-4 District

Design Element	Density Bonus	Examples
Impervious lot coverage	Density may be increased by 1 dwelling unit per acre for every 1 percent in impervious lot coverage below 30 percent.	Site area = 10 acres Lot cover = 28% Density Bonus = 20 dwelling units (10 acres × 2 du/a)
Additional buffer width	Density may be increased by 3 dwelling units per acre if the required buffer width of 20 feet and plantings within the buffer are doubled abutting a property line of a R-C, R-1, R-2 or R-3.	Site area = 10 acres Additional 20 ft. buffer provided Density Bonus = 30 dwelling units (10 acres × 3 du/a)
Mobility - transit stop	Density may be increased by 2 dwelling units per acre subject to existence or provision of a covered transit stop abutting the property approved by GLTC and the TRC, and subject to the commitment to provide transit service by GLTC or other transit service provider approved by the City.	Site area = 10 acres Covered transit stop provided abutting site Density bonus = 20 dwelling units (10 acres × 2 du/a)

<p>Mobility - pedestrian enhancements</p>	<p>Density may be increased by 2 dwelling units per acre subject to the provision of a multi-purpose trail extending through the property and connecting to existing multi-purpose trails at the property line, pedestrian facilities identified in an adopted City Plan, retail/service uses or a school within ½ mile of the development. Connections to sidewalks abutting the property or the provision of on-site recreational paths shall not be eligible for this density bonus.</p>	<p>Site area = 10 acres Multi-purpose trail extending through the property provides connection to school or retail uses within ½ mile of site Density bonus = 20 dwelling units (10 acres × 2 du/a)</p>
<p>Mobility - mixed use</p>	<p>Density may be increased by 2 dwelling units per acre subject to the on-site provision of floor area for authorized retail or service uses in accordance with the R-4 district use standards established in <u>section 35.2-44.3</u>.</p>	<p>Site area = 10 acres Ground floor retail or service use established on site Density bonus = 20 dwelling units (10 acres × 2 du/a)</p>

Accessible dwellings	Density may be increased by 1 dwelling unit per acre if 10 percent of units are accessible and an additional dwelling unit per acre for each additional 5 percent of accessible units	Site area = 10 acres with 200 total units 30 accessible units provided Density bonus = 20 dwelling units (10 acres × 2 du/a)
Water quality	Reserved	
Affordable or work force housing	Reserved	

(Ord. No. Q-17-013, § 1, 2-14-17)

Tab H:

Attorney's Opinion (MANDATORY)

March 15, 2023

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

RE: 2023 Tax Credit Reservation Request
Name of Development: Miller's Rest Apartments III
Name of Owner: Miller's Rest Apartments III, LP

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 March 15th, 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.

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.

Klein Hornig LLP

By:



Erik T. Hoffman

Its:

Partner

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

N/A

Tab J:

Relocation Plan and Unit Delivery Schedule

(MANDATORY-Rehab)

N/A

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

Appendices continued

S. Revitalization Area Information

Revitalization Area

General Instructions

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

Designation

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

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

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

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

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

CITY OF LYNCHBURG
Clerk of Council

900 Church Street | Lynchburg, VA | 24504

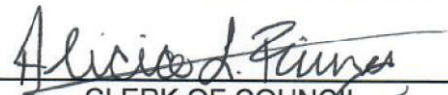


AUTHENTICATION OF RECORDS PURSUANT TO § 8.01-390
OF THE CODE OF VIRGINIA OF 1950 AS AMENDED

I, Alicia L. Finney, the Clerk of Council for the City of Lynchburg, a Virginia municipal corporation, on this 15th day of March, 2023, do hereby certify pursuant to § 8.01-390 of the Code of Virginia of 1950, as amended, that the documents attached hereto are true copies of records of the said City, that I am the custodian of such records, and do further certify that no other action regarding these records has been taken.

The records attached hereto are briefly described as follows:

RESOLUTION #R-21-007 WHEREAS, THE CITY COUNCIL OF THE CITY OF LYNCHBURG, VIRGINIA DESIRES TO MAKE THE DETERMINATION REQUIRED BY SECTION 36.55.30:2.(A) OF THE CODE OF VIRGINIA OF 1950, AS AMENDED, IN ORDER FOR VIRGINIA HOUSING TO FINANCE THE ECONOMICALLY MIXED PROJECT "MILLER'S REST PHASE II" DESCRIBED ON EXHIBIT A



CLERK OF COUNCIL
CITY OF LYNCHBURG, VIRGINIA



RESOLUTION:


#R-21-007

WHEREAS, the City Council of the City of Lynchburg, Virginia desires to make the determination required by Section 36.55.30:2.(A) of the Code of Virginia of 1950, as amended, in order for Virginia Housing to finance the economically mixed project "Miller's Rest Phase II" described on Exhibit A attached hereto;

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

- (1) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, nonprofit enterprises or undertakings to locate or remain in such area.
- (2) 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 with such area and thereby create a desirable economic mix of residents in such area.

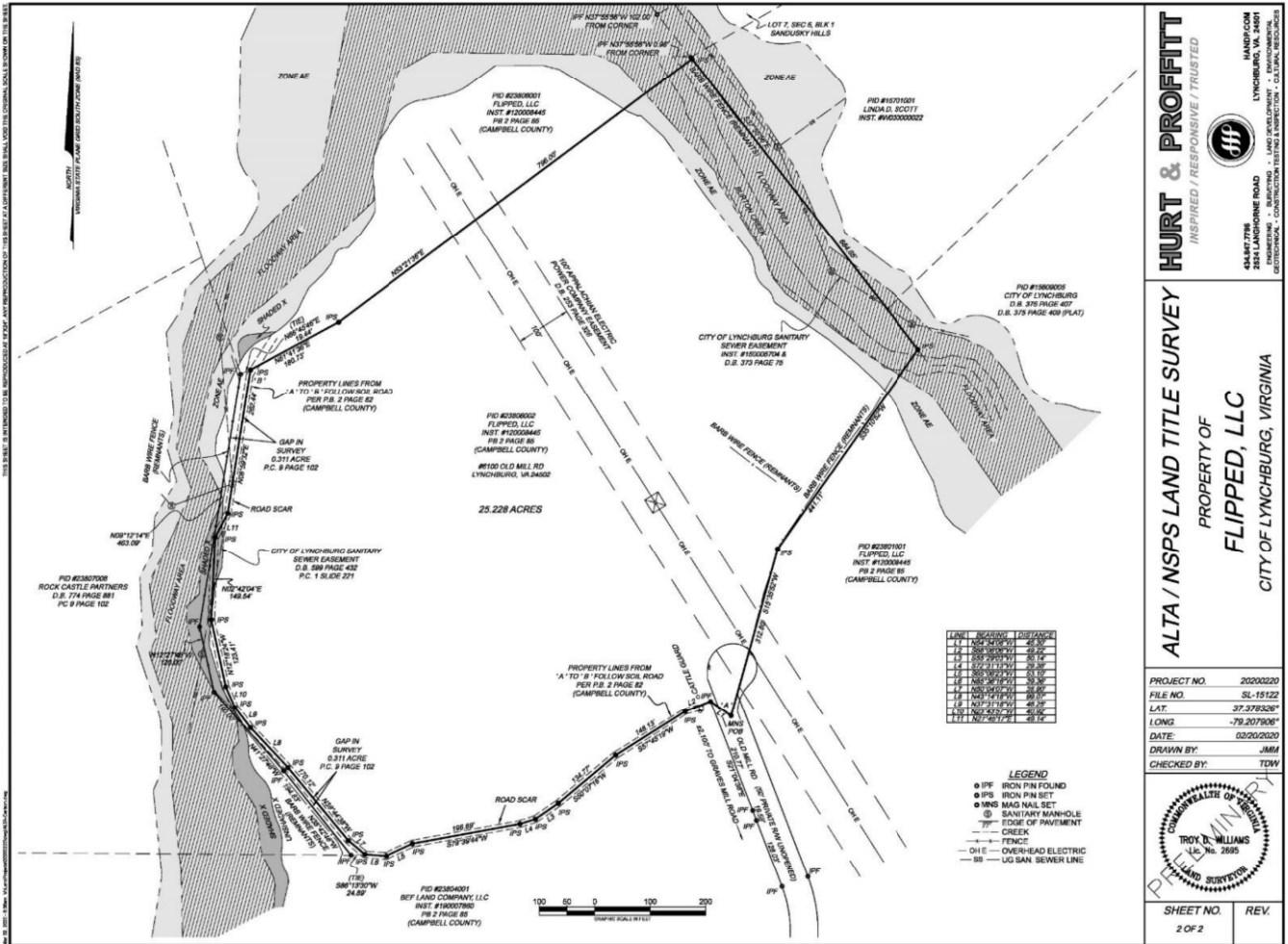
Adopted: January 12, 2021

Certified: 

Clerk of Council

EXHIBIT A

Miller's Rest Apartments II, LP, located at 6100 Old Mill Road, Lynchburg, VA 24502, will be a fully affordable multifamily housing community consisting of 115 units. The development will be comprised of three residential buildings containing 1-, 2- and 3- bedroom units a clubhouse with fitness center, laundry facility and dedicated amenity space. Parcel ID 23806002

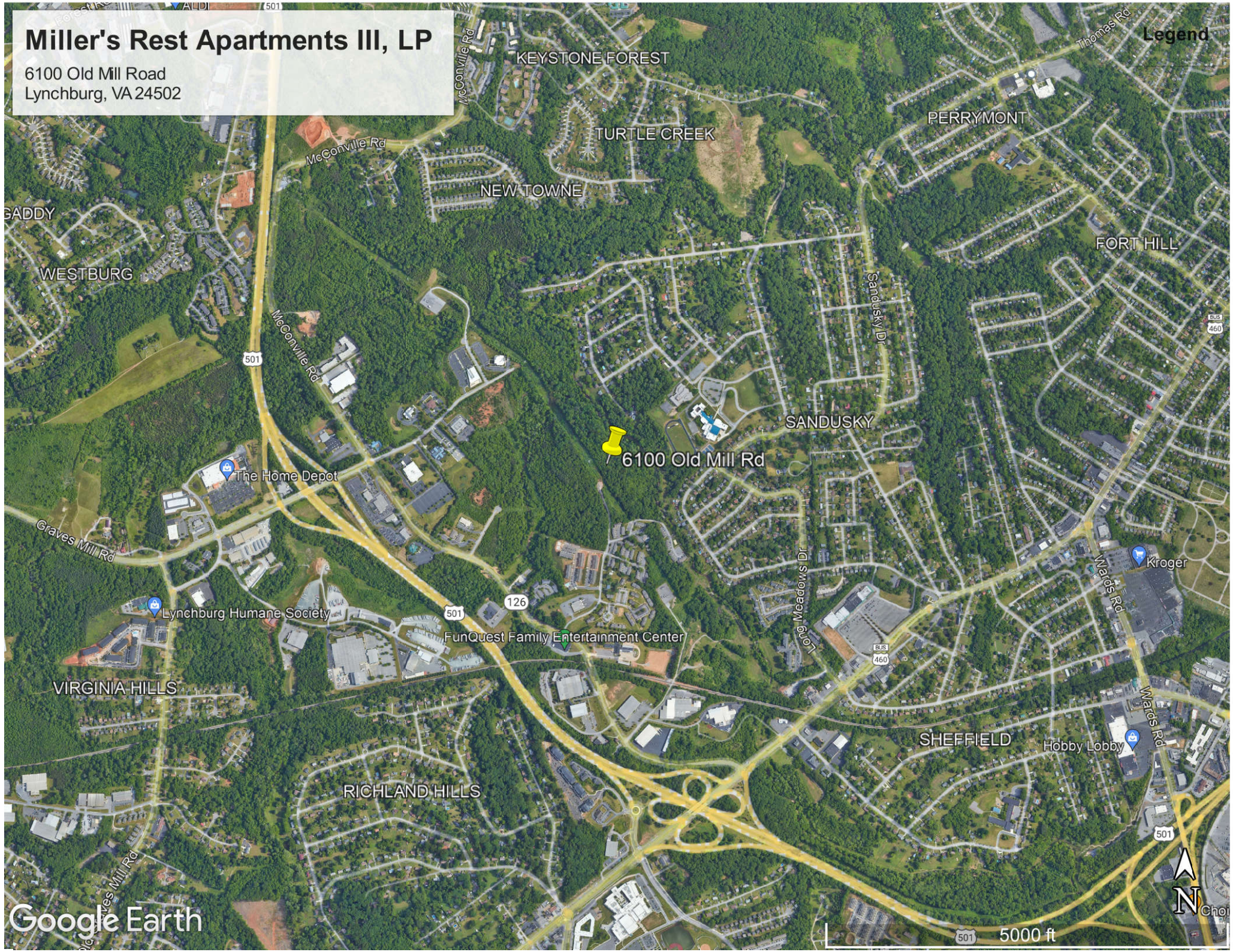


Tab K.2

Location Map

Miller's Rest Apartments III, LP

6100 Old Mill Road
Lynchburg, VA 24502



Legend



Tab K.3

Surveyor's Certification of Proximity To Public
Transportation



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

X. Proximity to Transportation Certification

Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
3. Any change in this form may result in a reduction of points under the scoring system.
4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

Date February 22, 2023

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development Miller's Rest Apartments III

Name of Owner Miller's Rest Apartments III, LP

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:

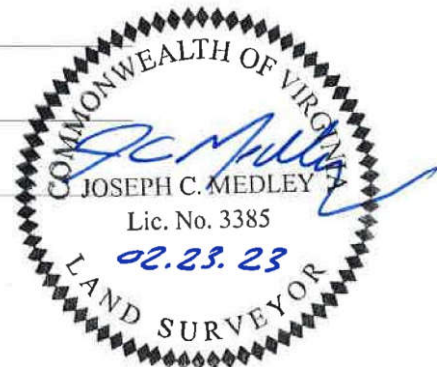
2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Firm Name TIMMONS GROUP

By JOSEPH C. MEDLEY

Its GROUP LEADER Title



Tab L:

PHA / Section 8 Notification Letter

Appendices continued

Y. Section 8 Waiting List Preference

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 February 28, 2023

To Lynchburg Redevelopment and Housing Authority
918 Commerce Street
Lynchburg, VA 24504

RE: Proposed Affordable Housing Development

Name of Development Miller's Rest Apartments III

Name of Owner Miller's Rest Apartments III, LP

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from 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 July 1, 2025 (date).

The following is a brief description of the proposed development:

Development Address _____
6100 Old Mill Road
Lynchburg, VA 24502

Proposed Improvements:

- New Construction: 80 #Units 3 #Buildings
 Adaptive Reuse: _____ #Units _____ #Buildings
 Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

- Efficiencies: \$ _____ /month
 1 Bedroom Units: \$ 328 - 772 /month
 2 Bedroom Units: \$ 385 - 918 /month
 3 Bedroom Units: \$ 443 - 1,058 /month
 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

New construction consisting of 80 units, comprised of one, two, and three-bedroom units. Amenities will include a community building, access to a laundry facility, fitness center, and playground. Property will be EarthCraft Gold Certified.

Appendices continued

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757) 499 - 6161 .


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

Sincerely yours, 

Name Steven E. Lawson

Title Manager of General Partner

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

Seen and Acknowledged By 

Printed Name: MARY MAYROSE

Title EXECUTIVE DIRECTOR

Phone 434 485 7200

Date 7/28/2013

Tab M:

Locality CEO Response Letter

N/A

Tab N:

Homeownership Plan

N/A

Tab O:

Plan of Development Certification Letter

N/A

Tab P:

Developer Experience documentation and
Partnership agreements (Please submit this TAB as
a separate stand alone document)

**Tab P Documents Submitted as
a Single PDF Within Applicant's
Procurement Workcenter**

Tab Q:

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



February 17, 2023

Mr. Austin T. Pittman
Senior Development Manager
The Lawson Companies
Miller's Rest Apartments III, LP
150 W Main Street, Suite 1650
Norfolk, VA 23510

Dear Mr. Pittman:

The Lynchburg Redevelopment and Housing Authority has reviewed the proposals received in response to the Project Based Voucher RFQ solicitations, Q20001. Please accept this letter as notification that Miller's Rest Apartments III has been selected for PBV rental assistance for eight (8) units. This commitment is conditional upon:

1. Receiving Low-Income Housing Tax Credits (LIHTC) award from Virginia Housing no later than September 1, 2023, and
2. That the property is evaluated through the Environmental Assessment process and received a Finding of No Significant Impacts (FONSII), and
3. That we receive a Release of Funds (ROF) based upon our submission of your Subsidy Layering Review (SLR), and
4. That we do not have a "substantial" reduction in funding for the Department of Housing and Urban Development four our Housing Choice Voucher Program.

Upon satisfaction of the first three items, we will enter into an Agreement to Enter Into A Housing Assistance Payment (AHAP) Contract at which time you may commence development of about captioned property. You must acquire all relative development and building permits from the City Lynchburg prior to commencing and following the execution of the AHAP. The term of the PBVs will be 15 year subject to the execution of the Housing Assistance Payment (HAP) contract after all assisted units pass the required Housing Quality Standards (HQS) Inspection.



We Do Business In Accordance With the Federal Fair Housing Law

Fax: 434.845.9144 • TTY: 800.828.1120 VA 711

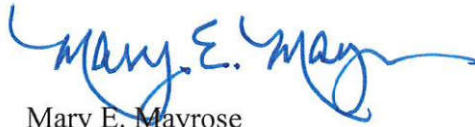
918 COMMERCE STREET • LYNCHBURG, VA 24504 • (434) 485-7200

Lynchburg Redevelopment and Housing Authority is issuing this commitment based on the following proposed rent schedule:

All Units: Project-Based Voucher	Total Units	Weighted Avg. Unit Size (SF)	Monthly Gross Rent per Unit	Utility Allowance	Monthly Net Rent per Unit
One Bedroom/One Bathroom	2	707	\$901	\$137	\$764
Two Bedroom/Two Bathroom	4	949	\$1,023	\$172	\$851
Three Bedroom/Three Bathroom	2	1177	\$1,390	\$231	\$1,152
Total # of PBV Units	8				

We look forward to working with you as develop this project to provide the City of Lynchburg with additional affordable housing opportunities.

Sincerely,



Mary E. Mayrose
Executive Director

Tab R:

Documentation of Operating Budget and Utility
Allowances



Engineered Utility Allowances for Tenant-Paid Utilities & Services

Miller's Rest Apartments III, LP

Location: Lynchburg, Virginia
Report Date: 2023-02-27

Monthly Utility Allowances

Utility Allowances

Unit	Electricity	Natural Gas	Water	Sewer	Trash	Total
1BR 1BA Garden	88	-	13	14	-	115
2BR 2BA Garden	113	-	15	19	-	147
3BR 2BA Garden	131	-	17	24	-	172

Monthly Utility Consumption

Utility Consumption

Unit	Electricity (kWh)	Natural Gas (Therms)	Water/Sewer (CCF)
1BR 1BA Garden	519	-	1.92
2BR 2BA Garden	680	-	2.63
3BR 2BA Garden	799	-	3.33

Tab S:

Supportive Housing Certification



DBHDS MOU Review and Decision

Lawson, Developer of Miller’s Rest Apartments III (2023-C-19) Low-Income Housing Tax Credit (LIHTC) Applicant and Volunteers of America Chesapeake and Carolinas, Inc., Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Miller’s Rest Apartments III, once placed in service. Lawson 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:

- LIHTC applicant asserts Resident Service Provider meets other experience criteria to be reviewed by Virginia Housing.

DBHDS MOU decision: APPROVED NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	3/2/2023

MEMORANDUM OF UNDERSTANDING

Miller's Rest Apartments III, LP AND VOLUNTEERS OF AMERICA CHESAPEAKE AND CAROLINAS

This Memorandum of Understanding ("MOU") is made and entered into by and between Miller's Rest Apartments III, LP, ("MILLER'S REST APARTMENTS III") a Virginia limited partnership whose address is 150 W Main Street, Suite 1650, Norfolk, VA 23510, and Volunteers of America Chesapeake and Carolinas, Inc., a Maryland nonstock, nonprofit corporation ("VOACC"), whose headquarters is located at 7901 Annapolis Rd, Lanham, Maryland 20706. Each is a "Party" and collectively, the "Parties."

The purpose of the MOU is to clearly identify each party's roles and responsibilities as they relate to the working relationship of Miller's Rest Apartments III, LP ("MILLER'S REST APARTMENTS III") and Volunteers of America Chesapeake & Carolinas in the role of providing individualized tenancy supports to the target population as described herein. MILLER'S REST APARTMENTS III will contain 80 units, 8 of which will be dedicated to Virginia Housing's first leasing preference as it pertains to this target population. While the receipt of services is not a condition of tenancy, MILLER'S REST APARTMENTS III is offering to assist VOACC by committing to ensuring unit access, occupancy and engaging in programs intended to produce positive outcomes for tenants living in MILLER'S REST APARTMENTS III Apartments and VOACC desires to provide such assistance under the terms and conditions set forth herein.

1. OBJECTIVES:

This MOU is intended to:

- Define roles and responsibilities.
- Create communication processes.

2. MILLER'S REST APARTMENTS III OBLIGATIONS:

MILLER'S REST APARTMENTS III agrees to:

- Be committed to ensuring unit access and engaging in programs intended to provide positive outcomes for tenants that align with any proposed statement of need for services.
- Work with each tenant to prepare a Tenant Selection Plan (TSP) to permit approval of applicants with histories of housing instability, poor or no credit, and certain criminal convictions.
- Perform the role required by owner in applicant outreach; selecting and screening applicants; promoting lease adherence and a process to address rent default and lease violations and a process for addressing crises with tenants.
- Provide an assurance that trained and qualified staff will be hired for all positions.
- Demonstrate the ability to manage key inter-agency, intra-agency and extra-agency communications for each tenant receiving services.
- As housing stability and eviction prevention are forefront, ensure that equitable leases will be in place that include dispute resolution alternatives, resource

- commitments and terminations clauses.
- Sign the attached Business Associates Agreement (Attachment B) to protect the health information required under a HIPAA-covered entity and ensure confidentiality for each tenant.

3. VOACC's OBLIGATIONS

VOACC agrees to:

- Provide outreach and engagement services to support the owner/Landlord and assist Virginia Department of Behavioral Health and Development Services (DBHDS) to complete the process to secure housing for tenant.
- Perform the applicable obligations under the contract with DBHDS to provide tenancy support service to maintain stable housing including paying rent on time and in full, maintaining satisfactory unit conditions and permitting peaceful enjoyment of the property for others.
- Perform the applicable obligations under the contract with DBHDS to assure that tenant subsidy eligibility is secure and in compliance on an annual basis.
- Provide a client-centered comprehensive assessment through case management services that include (but are not limited to the following): identifying goals and action steps; providing referrals and linkages to community resources; assisting with socialization and educational resources; providing crisis intervention as needed; augmenting life skills such as housekeeping, money management/budgeting and eviction avoidance; and assisting with benefit and entitlement applications; supporting with workforce development and monitoring physical and mental health needs.
- Offer in collaboration with Landlord community-based services that will be accessible by the tenants.
- Administer and ensure performance and compliance policies and procedures developed for the service program and for property management --- services coordination as required by the contract.

4. TERM

Term of Right of Entry. The MOU shall be in effect from Notice of Tax Credit Award by Virginia Housing and 24 months beyond the contract commencement date (the "**Term**"), unless terminated in accordance with the provisions hereof.

5. NOTICES

Notification must be given in writing to the persons set forth below. Where any notification or notices, demand, consent, approval, request or other communication is required in this MOU, it may be delivered in the form of electronic mail with confirmation of delivery, or by letter sent by overnight courier, as follows:

TO VOACC: Russell Snyder
President and Chief Executive Officer
Volunteers of America Chesapeake & Carolinas
7901 Annapolis Rd. Lanham, MD 20706
rsnyder@voaches.org

TO MILLER'S REST APARTMENTS III: Austin Pittman
Senior Development Manager
Lawson
150 W Main Street, Suite 1650, Norfolk, VA 23510
apittman@lawsoncompanies.com

6. CONFIDENTIALITY

6.1. MILLER'S REST APARTMENTS III acknowledges that it shall not divulge to others or use for its benefit or the benefit of any person, firm, corporation or other entity, other than VOACC and its authorized representatives, any confidential, privileged or proprietary information ("**Confidential Information**") obtained during the term of the MOU, without the prior written permission of VOACC. MILLER'S REST APARTMENTS III may publish such non-Confidential Information as it obtains through its research relating to the Program to further its research project provided such research is presented in an aggregate format so as not to divulge the Confidential Information of VOACC's program participants.

6.2. The term "**Confidential Information**" means any information that is provided by VOACC that is marked or identified at the time of disclosure as Confidential Information, whether in written, oral or other form obtained, including but not limited to, photography, software, technology, computer programs, and source code, and Personally Identifiable Information ("**PII**") provided by VOACC's clients. "**Personally Identifiable Information**" is defined as information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, including, but not limited to, client's names and addresses, (client's PII) and sensitive personally identifiable information, client demographic information, health and medical records, telephone records, and financial information. MILLER'S REST APARTMENTS III shall comply with all federal, state, and local privacy and record keeping laws regarding sensitive PII.

7. INTELLECTUAL PROPERTY

Each Party acknowledges the other Party's ownership of their respective names, trademarks, logos, and the names, trademarks, and logos of their affiliated entities, products, operations, and/or programs (collectively, the "Marks"), which may not be used without the other Party's prior written consent.

8. TERMINATION FOR CONVENIENCE

This MOU can be terminated for convenience by either party upon ninety (90) days prior written notice to the other party to the Notice address set forth above.

9. NO ASSIGNMENT. This MOU is neither transferable nor assignable by MILLER'S REST APARTMENTS III.

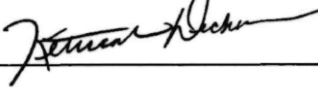
10. GOVERNING LAW. This MOU shall be given effect and construed by application of the laws of Maryland, and any action or proceeding arising hereunder shall be brought in the courts of Maryland.

11. WAIVER. The rights and remedies of VOACC provided for under this MOU are in addition to any other rights and remedies that VOACC may have as a matter of law. A waiver by either Party of any terms and conditions of the MOU in any instance shall not be deemed or construed to be a waiver of any such term or condition for the future or any subsequent breach or occurrence thereof.

12. AUTHORIZED SIGNER. MILLER'S REST APARTMENTS III hereby represents and warrants that the person signing this MOU is the authorized signer on behalf of MILLER'S REST APARTMENTS III and that such signature binds MILLER'S REST APARTMENTS III to the terms and conditions applicable to MILLER'S REST APARTMENTS III in this MOU.

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

WITNESS/ATTEST



Volunteers of America Chesapeake & Carolinas, Inc.

By:  Date: 2/28/23
Signature

Print Name: Russell K. Snyder
President/CEO

WITNESS/ATTEST



Miller's Rest Apartments III, LP

By: Miller's Rest Apartments III GP, LLC, its General Partner

By:  Date: 2/28/23
Signature

Print Name: Steven E. Lawson
Manager

**Attachment A –
Business Associates Agreement**



COMMONWEALTH of VIRGINIA

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

Post Office Box 1797
Richmond, VA 23218-1797

ALISON G. LAND, FACHE
COMMISSIONER

Telephone (804) 786-3921
Fax (804) 371-6638

BUSINESS ASSOCIATE AGREEMENT

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

THIS BUSINESS ASSOCIATE AGREEMENT is made as of _____ 2020, by the Department of Behavioral Health and Developmental Services (herein referred to as "Covered Entity"), with an office at 1220 Bank Street, Richmond, VA 23219 and [Insert Name of Business Associate] (herein referred to as "Business Associate"), a corporation, department or other entity with office at [Insert Location of Business Associate].

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the "Agreement") constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. Definitions: As used in this contract, the terms below will have the following meanings:

- a. Business Associate shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
- b. Covered Entity shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Department of Behavioral Health and Developmental Services.
- c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of Business Associate:

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at 45 C.F.R. 164.410.
- d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Report to the Covered Entity any security incident of which it becomes aware.
- f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

III. General Use and Disclosure Provisions:

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Request by Covered Entity:

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Termination:

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement before the effective date of termination.

VII. Effect of Termination:

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected

Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Amendment:

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

FOR:	Department of Behavioral Health and Developmental Services	FOR:	_____
BY:	_____	BY:	_____
DATE:	_____	DATE:	_____

i

Issuing Office: DBHDS Office of Information Services & Technology
File Name: DBHDS Business Associate Agreement
Original: 05/27/2016
Revised: 3/30/2020

Exhibit A

RSP current service area(s)

Commonwealth of Virginia including the following independent cities and counties:

- Alexandria
- Arlington
- Bristol
- Buchanan
- Caroline
- Clarke
- Culpeper
- Cumberland
- Dickenson
- Essex
- Fairfax
- Falls Church
- Fauquier
- Frederick
- Fredericksburg
- Hampton
- Harrisonburg
- King and Queen
- King George
- King William
- Lee
- Loudoun
- Lynchburg
- Newport News
- Norfolk
- Norton
- Page
- Portsmouth
- Prince William
- Richmond
- Rockingham
- Russel
- Scott
- Shenandoah
- Spotsylvania
- Stafford
- Tazewell
- Warren
- Washington
- Winchester
- Wise
- Virginia Beach

carf INTERNATIONAL

A Three-Year Accreditation is issued to
Volunteers of America Chesapeake

for the following program(s)/service(s):

Case Management/Services Coordination: Integrated: SUD/Mental Health (Adults)
Community Housing: Integrated: SUD/Mental Health (Adults)
Community Housing: Mental Health (Adults)
Community Integration: Integrated: SUD/Mental Health (Adults)
Community Integration: Mental Health (Adults)
Day Treatment: Mental Health (Adults)
Intensive Outpatient Treatment: Substance Use Disorders/Addictions (Adults)
Outpatient Treatment: Integrated: SUD/Mental Health (Adults)
Outpatient Treatment: Mental Health (Adults, Children and Adolescents)
Outpatient Treatment: Substance Use Disorders/Addictions (Adults, Children and Adolescents)
Residential Treatment: Substance Use Disorders/Addictions (Adults)
Community Housing
Community Integration
Personal Supports Services
Rapid Rehousing and Homelessness Prevention Program

This accreditation is valid through
September 30, 2023

The accreditation seals in place below signify that the organization has met annual conformance requirements for quality standards that enhance the lives of persons served.



This accreditation certificate is granted by authority of:

Richard Forkosh

Richard Forkosh
Chair
CARF International Board of Directors

Brian J. Boon, Ph.D.

Brian J. Boon, Ph.D.
President/CEO
CARF International

Tab T:

Funding Documentation

N/A

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing



Sample Resident Acknowledgement Form
Disclosure of Rental Education
Virginia Housing

I, _____, hereby acknowledge that Lawson Realty Corporation has provided notification of the availability of renter education from Virginia Housing. In addition, I acknowledge that Lawson Realty has provided a link that provides access to Virginia Housing’s Renter Education webpage.

Virginia Housing’s Renter Education Page

<https://www.virginiahousing.com/renters/education>

Signature of Resident Date

Signature of Leasing Agent Date

VALUE ▪ COMMUNITY ▪ IMPACT

150 W. Main St., Suite 1650, Norfolk, VA 23510 | (757)499-6161 | lawsoncompanies.com

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

N/A

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)



Resident Internet Education Information

How much does internet access cost?

- Wi-Fi usage will always be free, granted you are a resident of Miller's Rest Apartments III. Speed will be no less than 10 Mbps download and 3 Mbps upload.

Where can I access the internet?

- Wi-Fi access is available in the clubhouse/community room and in the resident's unit.

How can I connect to the Community Room Wi-Fi?

- Click on the network icon located on the right side of your Taskbar.
- The network icon will show as either a computer monitor and network cable, or as five ascending bars. (Windows 7 – Click the up arrow to see all icons)
- Under *Wi-Fi* or *Wireless Network Connection*, you'll see a list of the wireless networks in your area. (Windows 7 – Click the down arrow next to *Wireless Network Connection* to expand this section)
- Choose the network entitled **Miller's Rest Apartments III Clubhouse** – Click *Connect*.
- Please enter the current password provided by property management when prompted.

How can I connect to the Wi-Fi in my unit?

- Follow the step by step instruction on the next page provided by SkyWire to activate and connect to your in-unit WiFi.

What is Wi-Fi?

- Wi-Fi is used to provide internet access to devices that are within the range of a wireless network that is connected to the internet.
- With Wi-Fi, users are not required to be hard wired for internet usage.



Security Plan and Use Guidelines

Miller's Rest Apartments III provides Wi-Fi internet access to residents free of charge. Access is available at the project for residents use in both the clubhouse community room and in the resident's unit, at no additional cost to the resident.

To provide safe and secure access, Miller's Rest Apartments III mandates the following:

- Residents act in a civil, tolerant and respectful manner while engaging in the use of social media.
- Users follow all applicable laws, including federal, state and local. Residents are responsible for using Wi-Fi appropriately to maintain privacy, confidentiality, and security of electronic information.
- Residents are responsible for all activities that occur during Wi-Fi usage.
- Residents may not attempt to circumnavigate login procedures or attempt to gain unauthorized access.
- Residents may only use Wi-Fi in a manner that does not interfere with the ability of Miller's Rest Apartments III to provide Wi-Fi to all residents.
- Residents must respect the rights of copyright owners and obtain permission from owners when required.
- Residents may not use Wi-Fi to engage in any illegal, threatening, harassing, or bullying conduct.
- Access is granted to residents only. Residents will not assist in providing access to non-residents.
- Property Management will alternate the login password every month but reserve the right to update as frequently as required. Updated passwords will be available through request to property management. It is the responsibility of the resident to obtain the password once updated.
- Residents are required to follow all policies and procedures of the internet provider.

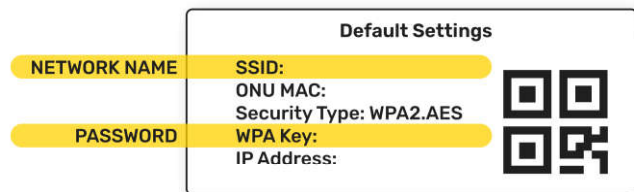
Failure to follow all rules and procedures listed above may result in loss of Wi-Fi privileges or legal recourse.

Your apartment has Wi-Fi and it is ready to connect!

Your apartment has a wireless router installed which also has multiple ethernet ports for you to use.

HOW TO CONNECT:

- Locate the information sticker on your router or on the plastic media box found in one of your closets.
- The **SSID** listed on the sticker is your wireless network's name. You'll use that network to connect your devices.
- The **WPA Key** listed on the sticker is your password.



 **GET THE SPEED YOU NEED**

upgrade your internet by visiting
vaskywire.com/go

or call (804) 591-0500 and select option 2



24/7 SUPPORT

(804) 591-0500 option 2
vaskywire.com/support

Trouble getting online?

Contact our friendly 24/7 support staff



Draft Resident Acknowledgement Form
Wi-Fi Internet Use

I, _____, acknowledge and formally agree to follow all Wi-Fi rules and guidelines as set forth by Lawson Realty Corporation. I acknowledge that I have received a resident internet education and security packet and am able to obtain a copy from property management as needed. I certify that I have read and fully understand the aforementioned security plan and education packet. As a resident at Miller’s Rest Apartments III, I pledge to utilize the Wi-Fi provided in a safe and secure manner.

Signature of Resident

Date

Signature of Leasing Agent

Date

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

MARKETING PLAN FOR RESIDENTS WITH DISABILITIES Miller's Rest Apartments III

This Marketing Plan has been created for Miller's Rest Apartments III, an eighty (80) unit housing development in which eight (8) units, 10% percent of the total unit count, will be reserved for individuals with qualifying disabilities. All eight (8) units will conform to HUD regulations interpreting the accessibility requirements of Section 504. Lawson Realty Corporation will engage in marketing activities specific to persons with disabilities as to find qualifying occupants for the eight (8) Section 504 compliant units.

OWNER'S INTENT

Miller's Rest Apartments III will provide units with a high level of accessibility, including Section 504 compliant and Universal Design. Miller's Rest Apartments III intends to provide eight (8) fully accessible units, which will conform to HUD regulations interpreting the accessibility requirements of Section 504, for people in need of rental housing with accessible units. These eight (8) units will be actively marketed and rented to persons with disabilities.

The eight (8) Section 504 compliant units will be held vacant for a minimum of sixty (60) days during which ongoing marketing efforts will be documented. Lawson Realty will contact no less than two (2) resources monthly should any of these eight (8) units become unoccupied. If a qualified household including a person with a qualifying disability is not located in that timeframe, Lawson Realty will submit evidence of marketing to Virginia Housing's Program Compliance Officer and request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision that the household must move to a vacant unit if a household including a person with a disability applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the prospective tenant, which includes a person with a qualifying disability, will be placed on Miller's Rest Apartments III waiting list. The prospective tenant will be placed in a Section 504 compliant unit, when the first available vacant comparably sized unit becomes available to move the current occupant.

IMPLEMENTATION OF OWNER'S INTENT

Lawson Realty Corporation, the Management Agent, will rent the eight (8) Section 504 compliant units only to households that include a person with a qualifying disability, unless such a household cannot be found during the sixty (60) day marketing effort. Concentrated marketing efforts will occur, in addition to normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

Concentrated Marketing Efforts:

VirginiaHousingSearch.com – Lawson Realty will post Miller’s Rest Apartments III on the virginiahousingsearch.com website. We will communicate the fact that the development has accessible units.

Lynchburg Redevelopment and Housing Authority – Lawson Realty will communicate to Lynchburg Redevelopment and Housing Authority the availability of accessible units.

Local physical therapy offices – Lawson Realty will contact local physical therapy offices throughout the region to communicate the availability of accessible units at Miller’s Rest Apartments III.

Local hospitals – Lawson Realty will contact the discharge departments at local hospitals to communicate the availability of accessible units at Miller’s Rest Apartments III.

The Community Services Board – Lawson Realty has communicated with The Community Services Board of several cities to identify housing needs and inform them of availability of accessible units. We will continue to communicate with them to identify units available at Miller’s Rest Apartments III.

Local Social Services Departments – Lawson Realty will communicate with the local municipalities’ social services departments to inform them of the availability of accessible units at Miller’s Rest Apartments III.

Local Housing Authorities’ Housing Choice Voucher Departments – Lawson Realty will communicate with the Local Housing Authorities that Miller’s Rest Apartments III accepts Housing Choice Vouchers for their accessible units. The property may also be available for qualified households on the Housing Choice Voucher waiting lists.

Orthopedic and Prosthetic Offices – Lawson Realty will market to orthopedic and prosthetic offices to communicate the availability of accessible units at Miller’s Rest Apartments III.

AccessVA.org and other supportive non-profit organizations – Communicate with accessibility-minded organizations to inform them of the availability of accessible units at the property.

Virginia Housing – Ensure Virginia Housing representatives charged with accessible unit outreach are aware of the availability of these units at our property.

Normal Routine Marketing:

Industry Publications – Lawson Realty routinely markets properties in The Apartment Guide and The Apartment Book when marketing conditions necessitate the expenditure. These publications reach a vast number of individuals interested in apartment living. We will identify the fact that Miller's Rest Apartments III has accessible units available at the community.

Newspaper/Internet Advertisements – Both newspaper and internet advertisements are excellent vehicles to reach a broad target group for housing (as needed by the property as these are costly vehicles, but effective). We will identify the availability of accessible units when advertising through these mediums.

Resident Newsletters – Miller's Rest Apartments III will continue to send out periodic newsletters to the residents of the community. In future publications Lawson Realty will communicate the presence of accessible units at the community.

Referrals – Lawson Realty pays residents who refer households who qualify and move into our communities. We will inform our client base of the availability of accessible units and continue to pay incentives. Lawson Realty also promotes referrals by other Lawson Communities. There are nearly 5,000 apartments in our management portfolio and Property Managers will be informed of the availability of accessible units at the community.

Lawson Realty will not be restricted solely to the marketing means identified above and will explore other marketing means of spreading the word that Miller's Rest Apartments III has accessible units at the community.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

N/A

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

N/A

Tab AA:

Priority Letter from Rural Development

N/A

TAB AB:

Social Disadvantage Certification

N/A