
2024 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than **12:00 PM** Richmond, VA Time On **March 14, 2024**

Tax Exempt Bonds

Applications must be received at Virginia Housing No Later Than 12:00 PM Richmond, VA Time for one of the two available 4% credit rounds- January 25, 2024 or July 18, 2024.



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

INSTRUCTIONS FOR THE VIRGINIA 2024 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 14, 2024**. 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 via your specific Procorem workcenter.

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
7. Developer Experience Documentation (PDF)

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. You may also use the drag function.
- ▶ 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
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
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Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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2024 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) - Invoice information will be provided in your Procorem Workcenter |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the <u>Signed</u> 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 (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input checked="" type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input checked="" 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"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| <input type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template |
| <input type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input type="checkbox"/> | Tab M: <i>(left intentionally blank)</i> |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input type="checkbox"/> | Tab P: Zero Energy or Passive House documentation for prior allocation by this developer |
| <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 Utility Allowance Calculation |
| <input type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being MOU |
| <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 |
| <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 checked="" type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER

2024-C-70

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/13/2024

1. Development Name: Northwood Village Apartments
2. Address (line 1): 300 Bethune Square
 Address (line 2): _____
 City: Empoira State: VA Zip: 23847
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 Emporia 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: 8901.00
7. Development is located in a **Qualified Census Tract**..... TRUE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** TRUE
10. Development is located in a **Revitalization Area designated by resolution** FALSE
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 household poverty rate of.....

3%	10%	12%
<u>FALSE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 4
- Planning District: 19
- State Senate District: 17
- State House District: 83

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

Acquisition and rehabilitation of existing 72-unit affordable apartment complex (garden style, 1979 original construction) served by project-based section 8 HAP rental assistance for all units. Located in a Revitalization Area based on 2024 qualified census tract 8901.00.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/13/2024

15. 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: William E. Johnson III
 Chief Executive Officer's Title: City Manager Phone: 434-634-3332
 Street Address: 201 South Maint Street
 City: Emporia State: VA Zip: 23847

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Matthew Culbreath, Planning/Zoning, 434-634-7301

- 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: _____

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 Bond credits, 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, 2024.

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, 2024, 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 2024 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

Acquisition/Rehab

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 cancelled.

Total Units within 9% allocation request?	0
Total Units within 4% Tax Exempt allocation Request?	0
Total Units:	0

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

6. Extended Use Restriction

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

Must Select One: 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. 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.

a. Owner Name: SP Northwood LLC

Developer Name: Southport Development, Inc.

Contact: M/M ▶ Mr. First: PJ MI: Last: Hornik

Address: 5403 W Gray St

City: Tampa St. ▶ FL Zip: 33609

Phone: (813) 288-6988 Ext. Fax:

Email address: pjhornik@sphome.com

Federal I.D. No. 880791182 (If not available, obtain prior to Carryover Allocation.)

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

Additional Contact: Please Provide Name, Email and Phone number.
Dylan Ames, dames@sphome.com, 813-288-6988

- 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)**
 - c. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
 - d. 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. FALSE Indicate if at least one principal listed within Org Chart 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.

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

2. 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.
- 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.
- 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.

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:

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..... .

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: Emporia Limited, a Virginia limited partnership

Address: 4623 Country Club Rd

City: Winston-Salem St.: NC Zip: 27104

Contact Person: Bob Watson Phone: (336) 760-8100

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

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

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

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

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	David O. Cantu	This is a Related Entity.	FALSE
Firm Name:	Jameson Pepple Cantu PLLC	DEI Designation?	FALSE
Address:	2430 Estancia Boulevard, Suite 114, Clearwater, FL 33761		
Email:	dcantu@pcslegal.com	Phone:	(727) 724-3222
2. Tax Accountant:	April Ann Flyte, CPA	This is a Related Entity.	FALSE
Firm Name:	RF Company CPA's, P.S	DEI Designation?	FALSE
Address:	6210 75th St. W. Suite B200, Lakewood, WA 98499		
Email:	aflyte@rf-co.com	Phone:	(253) 564-4993
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	Richmond, VA	Role:	
Email:	rynejohnson@astoriallc.com	Phone:	
4. Management Entity:	Donna Walker	This is a Related Entity.	FALSE
Firm Name:	Edgewood Management	DEI Designation?	FALSE
Address:	9711 Washingtonian Blvd., Suite 200, Gaithersburg, Maryland 20878		
Email:	DWalker@emcmgmt.com	Phone:	(301) 562-1660
5. Contractor:	Jimmy Holland	This is a Related Entity.	FALSE
Firm Name:	Peacock Holland Construction, LLC	DEI Designation?	FALSE
Address:	301 South Main Street, Suite 105, Blacksburg, VA 24060		
Email:	jimmy@peacockhollandconstruction.com	Phone:	(540) 613-2160
6. Architect:	Mike Kleffner	This is a Related Entity.	FALSE
Firm Name:	Wallace Architects L.L.C.	DEI Designation?	FALSE
Address:	302 Campusview Dr., Ste. 208, Columbia, MO 65201		
Email:	MikeK@wallacearchitects.com	Phone:	(573) 256-7200
7. Real Estate Attorney:	David O. Cantu	This is a Related Entity.	FALSE
Firm Name:	Jameson Pepple Cantu PLLC	DEI Designation?	FALSE
Address:	2430 Estancia Boulevard, Suite 114, Clearwater, FL 33761		
Email:	dcantu@pcslegal.com	Phone:	(727) 724-3222
8. Mortgage Banker:	Padam Singh	This is a Related Entity.	FALSE
Firm Name:	Lument	DEI Designation?	FALSE
Address:	Atlanta, GA		
Email:	padam.singh@lument.com	Phone:	(678) 347-9290
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..... **TRUE**

Action: If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix 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?..... **TRUE**

d. This development is an existing RD or HUD S8/236 development..... **TRUE**
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..... **TRUE**

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)..... **TRUE**

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..... **TRUE**

- 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)..... **TRUE**
 - 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 1 must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section 2 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 using Virginia Housing's template. (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) and contact Virginia Housing for a Pre-Application M

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	72	bedrooms	140
Total number of rental units in development	72	bedrooms	140
Number of low-income rental units	72	bedrooms	140
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	72	bedrooms	140
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.....		56,380.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		1,800.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		54,580.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		0.00%	
i. Exact area of site in acres	6.353		
j. Locality has approved a final site plan or plan of development.....		TRUE	
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Table with columns: Unit Type, Average Sq Foot, # of LIHTC Units, Total Rental Units. Rows include Supportive Housing, 1 Story Eff - Elderly, 1 Story 1BR - Elderly, 1 Story 2BR - Elderly, Eff - Elderly, 1BR Elderly, 2BR Elderly, Eff - Garden, 1BR Garden, 2BR Garden, 3BR Garden, 4BR Garden, 2+ Story 2BR Townhouse, 2+ Story 3BR Townhouse, 2+ Story 4BR Townhouse, and a Total row.

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

3. Structures

Form for structure details including: Number of Buildings (14), Age of Structure (45 years), Maximum Number of stories (2), Scattered site development (FALSE), Commercial Area Intended Use, Development consists primarily of (Only One Option Below Can Be True) with options i, ii, iii, and structural features g, h.

H. STRUCTURE AND UNITS INFORMATION

- i. Roof Type ▶ Pitched
- j. Construction Type ▶ Frame
- k. Primary Exterior Finish ▶ Vinyl

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>TRUE</u> |
| e. Laundry facilities..... | <u>TRUE</u> | j. Sports Activity Ct.. | <u>FALSE</u> |
| | | k. Other: | <u></u> |

l. Describe Community Facilities: Laundry room, playground, rental office and community room

m. Number of Proposed Parking Spaces 122
 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 K2**).

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.

J. ENHANCEMENTS

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

- a. **New Construction:** must obtain 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. The HERS report should be completed for the whole development and not an individual unit.

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

ACTION: Provide RESNET rater certification of Development Plans (**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 with free WIFI access restricted to residents only. |
| 0.00% | b1. Percentage of brick covering the exterior walls. |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill). |
| TRUE | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| TRUE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2024 Cycles</i> |
| FALSE | g. Each unit is provided free individual broadband/high speed internet access. |
| or | <i>(both access point categories have a minimum upload/download speed per manual.)</i> |
| FALSE | h. Each unit is provided free individual WiFi access. |
| TRUE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| FALSE | j. Full bath fans are equipped with a humidistat. |
| TRUE | k. Cooking surfaces are equipped with fire prevention features as defined in the manual |
| or | |
| FALSE | l. Cooking surfaces are equipped with fire suppression features as defined in the manual |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| or | |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| 20% | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at Tab F . |
| FALSE | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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


- | | | | |
|--------------------------------|---|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
| <input type="checkbox"/> FALSE | Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P . See Manual for details and requirements. | | |

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

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

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

If not, please explain: _____



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

I. UTILITIES

1. Utilities Types:

- a. Heating Type 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>TRUE</u> | Heat? | <u>FALSE</u> |
| Hot Water? | <u>FALSE</u> | AC? | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer? | <u>TRUE</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	25	34	42	0
Air Conditioning	0	25	34	42	0
Cooking	0	8	11	14	0
Lighting	0	8	11	14	0
Hot Water	0	8	11	14	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$76	\$101	\$125	\$0

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

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

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

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


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

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

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

FALSE Elderly (as defined by the United States Fair Housing Act.)

FALSE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

FALSE Supportive Housing (as described in the Tax Credit Manual)

FALSE If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?

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..... TRUE

(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, Budget 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: No

Organization which holds waiting list:

Contact person: Donna Walker

Title: EVP

Phone Number: (301) 562-1660

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... FALSE

(Less than or equal to 20% of the units must have of 1 or less bedrooms).

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

% of total Low Income Units 22%

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

Download Current CMA List from VirginiaHousing.com

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 total 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: Donna

Last Name: Walker

Phone Number: (301) 562-1660 Email: dwalker@emcmgmt.com

K. SPECIAL HOUSING NEEDS

5. Resident Well-Being (as defined in the manual)

Action: Provide appropriate documentation for any selection below (Tab S)

- FALSE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services.
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 project 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: 72
How many years in rental assistance contract? 11.00
Expiration date of contract: 4/1/2035
There is an Option to Renew..... FALSE

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

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units? FALSE
If so, how many existing Public Housing units? 0

L. UNIT DETAILS

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

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
72	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
72	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
8	11.11%	40% Area Median
28	38.89%	50% Area Median
36	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
72	100.00%	Total


b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.

20-30% Levels FALSE 40% Levels TRUE 50% levels TRUE

c. The development plans to utilize average income testing..... TRUE

2. Unit Mix Grid 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	40% AMI	2	0	636.00	\$1,080.00	\$2,160
Mix 2	1 BR - 1 Bath	50% AMI	8	0	636.00	\$1,080.00	\$8,640
Mix 3	1 BR - 1 Bath	60% AMI	10	2	636.00	\$1,080.00	\$10,800
Mix 4	2 BR - 1 Bath	40% AMI	1	1	785.00	\$1,175.00	\$1,175
Mix 5	2 BR - 1 Bath	50% AMI	1	1	785.00	\$1,175.00	\$1,175
Mix 6	2 BR - 1 Bath	60% AMI	2	2	785.00	\$1,175.00	\$2,350
Mix 7	2 BR - 1 Bath	40% AMI	3	0	760.00	\$1,175.00	\$3,525
Mix 8	2 BR - 1 Bath	50% AMI	13	0	760.00	\$1,175.00	\$15,275
Mix 9	2 BR - 1 Bath	60% AMI	16	0	760.00	\$1,175.00	\$18,800

L. UNIT DETAILS

Mix 10	3 BR - 1 Bath	40% AMI	2	0	900.00	\$1,320.00	\$2,640
Mix 11	3 BR - 1 Bath	50% AMI	6	0	900.00	\$1,320.00	\$7,920
Mix 12	3 BR - 1 Bath	60% AMI	8	2	900.00	\$1,320.00	\$10,560
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
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Mix 51							\$0
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Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0

L. UNIT DETAILS

Mix 67									\$0
Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
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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			72		8				\$85,020

Total Units	72	Net Rentable SF:	TC Units	54,580.00
			MKT Units	0.00
			Total NR SF:	54,580.00

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$0
2. Office Salaries			\$0
3. Office Supplies			\$0
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$49,248
5.15% of EGI		\$684.00	Per Unit
6. Manager Salaries			\$65,000
7. Staff Unit (s)	(type		\$0
8. Legal			\$1,000
9. Auditing			\$7,500
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$2,520
13. Miscellaneous Administrative			\$25,200
Total Administrative			\$150,468

Utilities

14. Fuel Oil			\$0
15. Electricity			\$15,000
16. Water			\$5,400
17. Gas			\$5,400
18. Sewer			\$0
Total Utility			\$25,800

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$25,200
21. Janitor/Cleaning Contract			\$25,200
22. Exterminating			\$0
23. Trash Removal			\$0
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$65,000
29. Repairs/Material			\$0
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$115,400

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$32,400
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$1,250 per unit	\$90,000
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$0
Total Taxes & Insurance		\$122,400

Total Operating Expense

\$414,068

Total Operating Expenses Per Unit

\$5,751

C. Total Operating

Expenses as % of EGI

43.27%

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)

\$21,600

Total Expenses

\$435,668

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	11/2/2023	SP Northwood LLC
b. Site Acquisition	1/31/2025	SP Northwood LLC
c. Zoning Approval		
d. Site Plan Approval		
2. Financing		
a. Construction Loan		
i. Loan Application	10/1/2024	SP Northwood LLC
ii. Conditional Commitment	11/1/2024	Lender
iii. Firm Commitment	12/31/2024	Lender
b. Permanent Loan - First Lien		
i. Loan Application	10/1/2024	SP Northwood LLC
ii. Conditional Commitment	11/1/2024	Lender
iii. Firm Commitment	12/31/2024	Lender
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	2/8/2022	SP Northwood LLC
3. IRS Approval of Nonprofit Status		
4. Closing and Transfer of Property to Owner	1/31/2025	SP Northwood LLC
5. Plans and Specifications, Working Drawings	9/2/2024	Wallace Architects
6. Building Permit Issued by Local Government	12/31/2024	City of Emporia
7. Start Construction	3/3/2025	SP Northwood LLC
8. Begin Lease-up	3/2/2026	SP Northwood LLC
9. Complete Construction	3/2/2026	SP Northwood LLC
10. Complete Lease-Up	3/31/2026	SP Northwood LLC
11. Credit Placed in Service Date	3/31/2026	SP Northwood LLC

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(A) Cost	(B) Acquisition	(C) Rehab/ New Construction
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	6,404,242	0	0	6,404,242
c. Non Residential Structures	100,000	0	0	100,000
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	6,504,242	0	0	6,504,242
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	250,000	0	0	250,000
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	250,000	0	0	250,000
Total Structure and Land	6,754,242	0	0	6,754,242
r. General Requirements	135,084	0	0	135,084
s. Builder's Overhead (6.0% Contract)	405,255	0	0	405,255
t. Builder's Profit (6.0% Contract)	405,255	0	0	405,255
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: Contingency	769,984	0	0	769,984
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$8,469,820	\$0	\$0	\$8,469,820

Construction cost per unit: \$117,636.38

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$945,594

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$945,594

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	32,500	0	0	32,500
b. Architecture/Engineering Design Fee \$2,000 /Unit)	144,000	0	0	144,000
c. Architecture Supervision Fee \$500 /Unit)	36,000	0	0	36,000
d. Tap Fees	0	0	0	0
e. Environmental	20,000	0	0	20,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	50,000	0	0	50,000
h. Appraisal	10,000	0	0	10,000
i. Market Study	10,000	0	0	10,000
j. Site Engineering / Survey	30,000	0	0	30,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest (0.0% for 0 months)	0	0	0	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee (1.0%)	68,500			
r. Other Permanent Loan Fees	40,000			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	35,000	0	0	17,500
v. Title and Recording	90,000	0	0	45,000
w. Legal Fees for Closing	200,000	0	0	100,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	43,000			
z. Tenant Relocation	72,000			
aa. Fixtures, Furnitures and Equipment	50,000	0	0	50,000
ab. Organization Costs	0			
ac. Operating Reserve	450,000			
ad. Contingency	0			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:		0	0	0	0
(2) Other* specify:		0	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))		\$1,381,000	\$0	\$0	\$545,000
Subtotal 1 + 2 (Owner + Contractor Costs)		\$9,850,820	\$0	\$0	\$9,014,820
3. Developer's Fees		1,445,000	293,570	0	1,151,430
4. Owner's Acquisition Costs					
Land		290,000			
Existing Improvements		2,590,000	2,590,000		
Subtotal 4:		\$2,880,000	\$2,590,000		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$14,175,820	\$2,883,570	\$0	\$10,166,250

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:

\$1,448,466

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

\$200 **Meets Limits**
\$201

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

\$156,886 **Meets Limits**
\$233,654

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	14,175,820	2,883,570	0	10,166,250
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)		2,883,570	0	10,166,250
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	3,049,875
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	13,216,124
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		2,883,570	0	13,216,124
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$115,343	\$0	\$1,189,451
(Must be same as BIN total and equal to or less than credit amount allowed)		\$1,304,794 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. RD 538	10/01/24	12/31/24	\$6,000,000	Padam Singh
2. RD 515	10/01/24	12/31/24	\$850,000	Padam Singh
3. HIEE	10/01/24	12/31/24	\$1,300,000	
Total Construction Funding:			\$8,150,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. RD 538	10/1/2024	12/31/2024	\$6,000,000	\$428,390	6.63%	40	30
2. RD 515	10/1/2024	12/31/2024	\$850,000	\$21,610	1.00%	50	30
3. HIEE	10/1/2024	12/31/2024	\$1,300,000		0.00%		15
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:				\$8,150,000	\$450,000		

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

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

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

Two empty yellow rectangular boxes for listing financing and credit enhancements.

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

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

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

c. **TRUE** Other **Project-based section 8 HAP for all units**

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. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= \$0
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$685,820	(Note: Deferred Developer Fee cannot be negative.)		
iv. 45L Credit Equity	\$0			
v. Other:	\$0			
ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at TAB A.				
Equity Total	<u>\$685,820</u>			

2. Equity Gap Calculation

a. Total Development Cost	\$14,175,820	
b. Total of Permanent Funding, Grants and Equity	- <u>\$8,835,820</u>	
c. Equity Gap	\$5,340,000	
d. Developer Equity	- <u>\$534</u>	
e. Equity gap to be funded with low-income tax credit proceeds	\$5,339,466	

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Raymond James Tax Credit Funds, Inc.		
Contact Person:	John Colvin	Phone:	205-874-4327
Street Address:	880 Carillon Pkwy		
City:	Saint Petersburg	State:	FL
		Zip:	33716
b. Syndication Equity			
i. Anticipated Annual Credits	\$600,000.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.890		
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	\$599,940		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$5,339,466		
c. Syndication:	Private		
d. Investors:	Corporate		

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	<u>\$5,339,466</u>
---	--------------------

5. Net Equity Factor

Must be equal to or greater than 85%	<u>89.0000000000%</u>
--------------------------------------	-----------------------

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>\$14,175,820</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$8,835,820</u>
3. Equals Equity Gap		<u>\$5,340,000</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>89.0000000000%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$6,000,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$600,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,304,794</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$115,343</u>
	For 70% PV Credit:	<u>\$484,657</u>
Credit per LI Units	<u>\$8,333.3333</u>	
Credit per LI Bedroom	<u>\$4,285.7143</u>	
	Combined 30% & 70% PV Credit Requested	\$600,000

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template (**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		\$85,020
Plus Other Income Source (list):	Laundry & tenant charges	\$720
Equals Total Monthly Income:		\$85,740
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,028,880
Less Vacancy Allowance	7.0%	\$72,022
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$956,858

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	7.0%	\$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	\$956,858
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$956,858
d.	Total Expenses	\$435,668
e.	Net Operating Income	\$521,190
f.	Total Annual Debt Service	\$450,000
g.	Cash Flow Available for Distribution	\$71,190

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	956,858	975,996	995,515	1,015,426	1,035,734
Less Oper. Expenses	435,668	448,738	462,200	476,066	490,348
Net Income	521,190	527,258	533,315	539,360	545,386
Less Debt Service	450,000	450,000	450,000	450,000	450,000
Cash Flow	71,190	77,258	83,315	89,360	95,386
Debt Coverage Ratio	1.16	1.17	1.19	1.20	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,056,449	1,077,578	1,099,130	1,121,112	1,143,534
Less Oper. Expenses	505,059	520,210	535,817	551,891	568,448
Net Income	551,390	557,368	563,313	569,221	575,086
Less Debt Service	450,000	450,000	450,000	450,000	450,000
Cash Flow	101,390	107,368	113,313	119,221	125,086
Debt Coverage Ratio	1.23	1.24	1.25	1.26	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,166,405	1,189,733	1,213,528	1,237,798	1,262,554
Less Oper. Expenses	585,501	603,066	621,158	639,793	658,987
Net Income	580,904	586,667	592,369	598,005	603,567
Less Debt Service	450,000	450,000	450,000	450,000	450,000
Cash Flow	130,904	136,667	142,369	148,005	153,567
Debt Coverage Ratio	1.29	1.30	1.32	1.33	1.34

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 14

Total Qualified Basis should equal total on Elig Basis Tab

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
		Street Address 1	Street Address 2	City	State	Zip														
1.	TBD	4	0	300 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
2.	TBD	4	0	301 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
3.	TBD	4	0	302 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
4.	TBD	4	0	303 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
5.	TBD	4	0	304 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
6.	TBD	4	0	305 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
7.	TBD	4	0	306 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
8.	TBD	4	0	307 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
9.	TBD	4	0	308 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
10.	TBD	8	0	309 Bethune Square		Empoira	VA	23847	\$320,397	01/31/25	4.00%	\$12,816				\$0	\$1,468,458	01/31/26	9.00%	\$132,161
11.	TBD	8	0	310 Bethune Square		Empoira	VA	23847	\$320,397	01/31/25	4.00%	\$12,816				\$0	\$1,468,458	01/31/26	9.00%	\$132,161
12.	TBD	8	0	311 Bethune Square		Empoira	VA	23847	\$320,397	01/31/25	4.00%	\$12,816				\$0	\$1,468,458	01/31/26	9.00%	\$132,161
13.	TBD	8	0	312 Bethune Square		Empoira	VA	23847	\$320,397	01/31/25	4.00%	\$12,816				\$0	\$1,468,458	01/31/26	9.00%	\$132,161
14.	TBD	4	0	313 Bethune Square		Empoira	VA	23847	\$160,198	01/31/25	4.00%	\$6,408				\$0	\$734,229	01/31/26	9.00%	\$66,081
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

72 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$2,883,568

\$115,343

\$0

\$0

\$13,216,122

\$1,189,451

Number of BINS: 14

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:


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

V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

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

Legal Name of Owner: SP Northwood LLC
By: SP Northwood Manager LLC
By: SP and 30 LLC

By: 
 Its: J. David Page, Manager
 (Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Michael James Kleffner
Virginia License#:	16665
Architecture Firm or Company:	Wallace Architects, LLC

By: Michael J. Kleffner
Its: Manager (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:

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

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

1. READINESS:

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

Y	0 or -50	0.00
N	0 or -25	0.00
Y	0 to 10	10.00
Y	0 or 10	10.00
N	0 or 15	0.00
N	0 or 15	0.00
Total:		<u>20.00</u>

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

N	0 or up to 5	0.00
Y	0 or 20	20.00
0.00%	Up to 40	0.00
N	0 or 5	0.00
N	0 or 10	0.00
0%	0, 20, 25 or 30	0.00
Y	0 or 15	15.00
N	Up to 20	0.00
Total:		<u>35.00</u>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			54.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation	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	0%	Up to 15	0.00
i. Developments with less than 100 low income units	Y	up to 20	11.20
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>135.20</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$66,600	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	22.22%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	11.11%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 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	50.00
Total:			<u>60.00</u>

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 - uncorrected 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. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>20.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	180.07
b. Cost per unit		Up to 100	65.72
Total:			<u>245.79</u>

7. BONUS POINTS:

a. Extended Use Restriction	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
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			<u>55.00</u>

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

TOTAL SCORE: 570.99

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	20.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	1.00
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	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	10.00
s. New Construction: Balcony or patio	4	0.00
		<u>54.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
Total amenities:		<u>54.00</u>

X. Development Summary

Summary Information 2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Northwood Village Apartments

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$600,000
Allocation Type: Acquisition/Rehab **Jurisdiction:** Emporia City
Total Units: 72 **Population Target:** General
Total LI Units: 72
Project Gross Sq Ft: 56,380.00 **Owner Contact:** PJ Hornik
Green Certified? TRUE

Total Score 570.99

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$8,150,000	\$113,194	\$145	\$450,000
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$6,754,242	\$93,809	\$120	47.65%
General Req/Overhead/Profit	\$945,594	\$13,133	\$17	6.67%
Other Contract Costs	\$769,984	\$10,694	\$14	5.43%
Owner Costs	\$1,381,000	\$19,181	\$24	9.74%
Acquisition	\$2,880,000	\$40,000	\$51	20.32%
Developer Fee	\$1,445,000	\$20,069	\$26	10.19%
Total Uses	\$14,175,820	\$196,886		

Total Development Costs	
Total Improvements	\$9,850,820
Land Acquisition	\$2,880,000
Developer Fee	\$1,445,000
Total Development Costs	\$14,175,820

Proposed Cost Limit/Sq Ft: \$200
Applicable Cost Limit/Sq Ft: \$201
Proposed Cost Limit/Unit: \$156,886
Applicable Cost Limit/Unit: \$233,654

Income		
Gross Potential Income - LI Units		\$1,028,880
Gross Potential Income - Mkt Units		\$0
Subtotal		\$1,028,880
Less Vacancy %	7.00%	\$72,022
Effective Gross Income		\$956,858

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$150,468	\$2,090
Utilities	\$25,800	\$358
Operating & Maintenance	\$115,400	\$1,603
Taxes & Insurance	\$122,400	\$1,700
Total Operating Expenses	\$414,068	\$5,751
Replacement Reserves	\$21,600	\$300
Total Expenses	\$435,668	\$6,051

Cash Flow	
EGI	\$956,858
Total Expenses	\$435,668
Net Income	\$521,190
Debt Service	\$450,000
Debt Coverage Ratio (YR1):	1.16

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	20
# of 2BR	36
# of 3BR	16
# of 4+ BR	0
Total Units	72

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	8
50% AMI	0	28
60% AMI	72	36
>60% AMI	0	0
Market	0	0

Income Averaging? TRUE

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	\$1,304,794
Credit Requested	\$600,000
% of Savings	54.02%
Sliding Scale Points	180.07

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	\$11,295,820	
Total Square Feet	56,380.00	
Proposed Cost per SqFt	\$200.35	
Applicable Cost Limit per Sq Ft	\$201.00	
% of Savings	0.32%	
Total Units	72	
Proposed Cost per Unit	\$156,886	
Applicable Cost Limit per Unit	\$233,654	
% of Savings	32.86%	
Max % of Savings	32.86% Sliding Scale Points	65.72



Tab A:

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

Organizational Chart

SP Northwood LLC,
a Florida limited liability company
EIN 88-0791182

Manager
SP Northwood Manager LLC,
a Florida limited liability company
EIN 88-1006738

Manager Member
SP Northwood Manager LLC .01%

Investor Member
J. David Page (to be replaced by
Tax Credit Investor) 99.99%

Manager
SP and 30 LLC

Vice Presidents
Michael Molinari
Scott Seckinger
PJ Hornik

Member
SP and 30 LLC,
a Florida limited
liability company 100%
EIN 84-4917465

Manager
J. David Page 1%

Vice Presidents
Michael Molinari
PJ Hornik
Brienne Heffner

Members
J. David Page 69%
Michael Molinari 10%
Scott Seckinger 10%
PJ Hornik 10%

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
SP NORTHWOOD LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT is entered into among SP Northwood Manager LLC, a Florida limited liability company, and J. David Page as Members of this Limited Liability Company. This Agreement replaces all prior oral and written operating agreements between the Members with respect to the Company.

The parties agree as follows:

ARTICLE 1. DEFINITIONS

As used in this Agreement, the following defined terms shall have the meanings specified below:

"Act" means the Florida Revised Limited Liability Company Act, Title XXXVI, Chapter 605, as amended and/or replaced.

"Adjusted Tax Basis" means, with respect to any Company asset at a particular date (a) the cost or other basis of such asset for federal income tax purposes, *reduced by* (b) accumulated Tax Depreciation with respect to such asset as of that date.

"Affiliate" means each person who and entity which, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with a Member or a Manager, each authorized representative (whether as an officer, director, manager, partner, member or otherwise) of a Member or a Manager, and each other person having decision-making authority for a Member or a Manager.

"Book Depreciation" means, with respect to any Company asset, the depreciation computed for financial accounting purposes using the Book Value of the asset and either (i) the same method and useful life used by the parties for computing Tax Depreciation, or (ii) any other method or useful life elected by the Manager for financial accounting purposes.

"Book Item" means, with respect to any Company asset, Book Depreciation, amortization, book gain or loss, or other similar item computed in accordance with the method of financial accounting used by the Company.

"Book Value" means, with respect to any Company asset at a particular date (a) the Initial Book Value of the asset, *reduced by* (b) the Book Depreciation accumulated with respect to the asset as of such date.

"Capital Account" means the account established for each Member on the books of the Company pursuant to Section 4.6. Any reference to the Capital Account of a Member shall include the Capital Account of a predecessor holder of the interest of the Member.

"Capital Contribution" means the total amount of money and the fair market value of property (net of liabilities secured by such property that the Company is considered to assume or take subject to under Code Section 752) actually contributed to the Company by each Member pursuant to the terms of this Agreement. Any reference to the Capital Contribution of a Member shall include the Capital Contribution made by a predecessor holder of the interest of the Member.

"Capital Transaction" means (i) the sale, exchange or other disposition, including casualty or condemnation, of the Property or a substantial portion of the Property, or (ii) obtaining financing encumbering the Property.

"Certificate" means the separate certificate of formation which is required, under the Act, to be executed and filed in the office of the Department of State of the State of Florida to form the Company as a Limited Liability Company under the laws of the State of Florida.

"Code" means the Internal Revenue Code of 1986, as amended; and "Regulations" means the Treasury Regulations promulgated under the Code.

"Company" means this Limited Liability Company.

"Company Minimum Gain" has the same meaning as the term "partnership minimum gain" in Regulation Sections 1.704-2(b) and 1.704-2(d).

"Contributing Member" means a Member who has contributed property to the Company.

"Deficit Capital Account" means with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the taxable year, after giving effect to the following adjustments:

- (i) credit to such Capital Account any amount that such Member is obligated to restore to the Company under Regulation Section 1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the next to last sentences of Regulation Sections 1.704-2(g)(1) and (i)(5); and
- (ii) debit to such Capital Account the items described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition is intended to comply with the provisions of the Regulation Sections 1.704-1(b)(2)(ii)(d) and 1.704-2, and will be interpreted consistently with those provisions.

"Economic Interest Member" means a Unit owner who has not been admitted as a full Member with full voting rights. An Economic Interest Member's Units shall be Units with an economic interest only and shall not have any right to vote on any Company matter (and shall be considered non-voting Units), and such Units shall not be counted or considered in determining the percentage of Units voting (or entitled to vote) on any Company matter.

"Initial Book Value" means (i) with respect either to any Company asset contributed to the Company by a Member, the fair market value of the asset determined as of the date of contribution, or (ii) with respect to any other Company asset, the cost of the asset to the Company.

"Interim Capital Transaction" means the sale of a portion of the Property or obtaining financing encumbering the Property.

"Liquidator" means the party designated to wind up the affairs of the Company by written consent of Members owning a majority of Units owned by all Members in the event the Company is dissolved because of the withdrawal, resignation, or removal of the last Manager.

"Manager(s)" means SP Northwood Manager LLC, any person or other entity substituted for it, and any additional Manager admitted to the Company pursuant to this Agreement. As long as a Manager is a Member, the Manager shall be considered a Member for all purposes under this Agreement, except when this Agreement specifically refers to "Non-Manager Members".

"Member(s)" means the persons or entities who are admitted to the Company as a Member.

"Member Minimum Gain" has the same meaning as the term "partner nonrecourse debt minimum gain" in Regulation Section 1.704-2(i)(2).

"Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" in Regulation Sections 1.704-2(i)(1) and (2). The amount of Member Nonrecourse Deductions for a Company fiscal year shall be determined in accordance with Regulation Section 1.704-2(i)(2).

"Net Cash Flow" means, in any fiscal period: (i) all cash (and items immediately convertible to cash without substantial discount) received by the Company as Revenue from Operations; reduced by (ii) all cash expenses incurred by the Company in connection with the operation of its business; and reduced further by (iii) payments of principal and interest on any Company indebtedness; and reduced further by (iv) amounts set aside by the Manager as reserves or contingency funds.

"Non-Manager Members" means the persons or entities who are admitted to the Company as Members pursuant to this Agreement, but who are not also a Manager.

"Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a Company fiscal year shall be determined pursuant to Regulation Section 1.704-2(c).

"Optional Loan" means any loan made by a Member to the Company pursuant to Section 4.5.

"Percentage Interest" means, for any Member, the number of Units owned by the Member divided by the aggregate number of Units owned by all Members.

"Person" means an individual, partnership, limited liability company, trust, estate, association, corporation or other entity.

"Prime Rate" means the prime lending rate reported from time to time in the *Wall Street Journal*, or if that rate is unavailable, the prime lending rate of any bank located in Florida.

"Property" or **"Project"** means any real property and personal property, tangible or intangible, owned by the Company.

"Revenue from Operations" means revenues received by the Company from the rental of property or the provision of services in the ordinary course of the Company's business. The term does not include Sale or Financing Proceeds, Capital Contributions, loan proceeds, repayments of loans, amounts received as security deposits, or any other amounts received other than from the sale or rental of property or the provision of services in the ordinary course of the Company's business.

"Sale or Financing Proceeds" means (i) the gross proceeds resulting from a Capital Transaction, reduced by (ii) the expenses of the Company incident to the Capital Transaction, and reduced further by (iii) the amount of any mortgage indebtedness, including principal, prepayment fees, if any, and accrued interest paid as a result of the Capital Transaction.

"Tax Depreciation" means, with respect to any Company asset, depreciation, or cost recovery deductions computed for federal income tax purposes pursuant to the applicable provisions of the Code, under such elections as to method and useful life or recovery period as may be determined by the Manager.

"Tax Item" means, with respect to any Company asset, tax depreciation, amortization, Tax Gain or Loss, or other similar item as computed for federal income tax purposes.

"Tax Matters Partner" or **"Tax Matters Member"** means the Manager.

"Terminating Capital Transaction" means a "Capital Transaction" which is not an "Interim Capital Transaction."

"Unit" means an ownership interest in the Company held by the Members.

"Unrealized Appreciation" or "Unrealized Depreciation" means, with respect to any asset contributed to the Company, the positive or negative difference, if any, between the Initial Book Value and Adjusted Tax Basis of such asset, determined as of the time of contribution.

"**Voting Units**" means Units excluding those that are owned by an Economic Interest Member and therefore have no voting rights.

ARTICLE 2. ORGANIZATION

2.1. Formation. The parties agree to form a Limited Liability Company pursuant to the Act and pursuant to the terms and conditions contained in this Agreement. Except as otherwise provided in this Agreement, the rights and liabilities of the Members will be governed by the Act.

2.2. Name. The name of the Company will be "SP Northwood LLC". The Manager may change the name of the Company at any time.

2.3. Principal Place of Business, Registered Office, and Agent. The Company's principal place of business will be located at 5403 West Gray Street, Tampa, Florida 33609. The Manager may from time to time designate a different principal place of business or establish additional places of business either within or outside the State of Florida. The Company will maintain an office at its principal place of business at which it will maintain all records it is required to maintain pursuant to the Act. Trustee and Corporate Services, Inc., will be the Company's agent for service of process in the State of Florida. The registered agent's address for that purpose is 2430 Estancia Blvd., Ste 114, Clearwater, Florida 33761. The registered office and registered agent may be changed from time to time by the Manager.

2.4. Term. The term of the Company began on the date the Certificate was filed in the office of the Secretary of State of the State of Florida, and will continue in perpetuity, unless the Company is terminated earlier pursuant to the provisions of Section 11.1 below.

ARTICLE 3. PURPOSES OF THE COMPANY

3.1. Purposes. The Company may engage in any business permitted by law.

3.2. Authority of the Company. In order to carry out its purposes and subject to the other provisions of this Agreement, the Company is authorized to do all of the following:

3.2.1. Borrow money for Company purposes, issue evidences of indebtedness, and grant security for such debt, including but not limited to recourse and nonrecourse mortgages on the Property in amounts and on terms and conditions approved pursuant to this Agreement.

3.2.2. Grant security interests in the Property and/or other assets to secure Company debt.

3.2.3. Apply for, hold, and maintain all licenses and permits necessary to own and operate the business of the Company.

3.2.4. Acquire, finance, develop, build, hold, operate, manage, maintain, renovate, remodel, lease, grant easements and licenses with respect to, sell, transfer, or otherwise convey, any Property and/or other assets.

3.2.5. Make interim investments in savings and checking accounts, certificates of deposit, savings certificates, bankers' acceptances, governmental obligations, and other accounts.

3.2.6. Bring and defend actions at law or in equity.

3.2.7. Purchase, cancel, or otherwise retire or dispose of the interest of any Member pursuant to the express provisions of this Agreement.

3.2.8. Employ persons, firms, or companies for the operation and management of the business and property of the Company.

3.2.9. File federal, state, and local tax returns and make such elections as are required or permitted under federal, state, or local tax laws, including, but not limited to, elections under Section 754 of the Code or similar provision of any future federal revenue law. Determine the appropriate accounting method or methods to be used by the Company.

3.2.10. Invest funds.

3.2.11. Hold bank accounts in the name of the Company, and to authorize and delegate to others the right to open bank accounts in the name of the Company. The Manager may authorize signatories thereon.

3.2.12. Designate the depository or depositories in which all bank accounts of the Company may be kept, and the person or persons upon whose signature or signatures withdrawals from such accounts may be made.

3.2.13. Appoint officers, such as Vice Presidents, Secretary, and Treasurer, and to assign to officers duties, responsibilities, and authority.

3.2.14. Engage in activities, enter into agreements and contracts, incur expenses, and take actions in furtherance of the Company business.

3.3. Title to Company Property. All property owned by the Company, whether real or personal, tangible or intangible, will be deemed to be owned by the Company as an entity, and no Member, individually, will have any ownership of such property. The Company may hold any of its assets in its own name or in the name of one or more individuals, partnerships, limited liability companies, trusts or other entities, as nominee for the Company.

ARTICLE 4. PERCENTAGE INTERESTS; CAPITAL CONTRIBUTIONS

4.1. Percentage Interests. The Percentage Interests and Units in the Company of the Members are as follows:

Member	Percentage Interest	Units
SP Northwood Manager LLC	.01%	1
J. David Page	99.99%	9999

4.2. No Withdrawals of Capital. A Member will have no right to withdraw any part of its Capital Contributions or Capital Account or to receive any distribution from the Company, except in accordance with the provisions of this Agreement.

4.3. No Interest on Capital. A Member will not be entitled to receive interest on any portion of its Capital Contributions or Capital Account. A Member will, however, be entitled to receive interest on Optional Loans it makes to the Company pursuant to Section 4.5 below.

4.4. Additional Contributions.

4.4.1. Except as provided in this Section 4.4, no Member will be required to make any additional Capital Contributions.

4.4.2. The Members may be required to make additional Capital Contributions in accordance with the provisions of this Section 4.4 for the purposes of preserving or maintaining Company assets or of funding operating deficits of the Company. Any such assessment must be levied upon all Members in proportion to the number of Units held by each.

4.4.3. The Manager shall have the authority to assess upon the Members the requirement to make additional Capital Contributions. In order to assess additional Capital Contributions, the assessment must be approved by the holders of more than fifty percent (50.0%) of the Voting Units. Upon a determination of an assessment, each Member shall be notified in writing of the amount of the additional Capital Contribution assessed per Unit. Each Member shall be required to contribute the assessed amount multiplied by the number of Units it owns within ten (10) days after the date of the notice.

4.4.4. If a Member fails to pay an assessed additional Capital Contribution when due, the Member will be required to pay interest on the unpaid balance. Interest will accrue on the unpaid balance from the date payment is due until fully paid at a rate which exceeds the Prime Rate by three percent (3%) per annum, compounded annually.

4.4.5. If a Member fails to pay when due a Capital Contribution required under this ARTICLE 4, the Company shall retain distributions to which the Member would otherwise be entitled, and such retained distributions shall be applied against the additional Capital Contribution due (including interest). If the default is not cured within six (6) months or more from the date that the additional Capital Contribution was due, the Members (in proportion to Units owned by each non-defaulting Member) may purchase the Units owned by the defaulting Member at a price equal to fifty percent (50.0%) of the defaulting Member's Capital Account balance, if positive, and \$50 if negative.

4.5. Optional Loans by Members. If the Company requires funds in excess of any amounts the Manager determines can reasonably be raised by means of assessments of additional Capital Contributions pursuant to Section 4.4, the Manager, or any Member authorized in writing by the Manager, may advance to the Company as Optional Loans monies in excess of its required Capital Contributions. No such Optional Loan will result in an increase in the number of Units owned by the lending Member. The amount of any Optional Loan will not be credited to the lending Member's Capital Account. An Optional Loan will be an obligation of the Company to the lending Member and will be repaid to the lending Member before any amount may be distributed to any Member with respect to Units. Each Optional Loan will bear interest from and after the date of the loan advance at a rate equal to three percent (3%) per annum in excess of the Prime Rate. Interest on Optional Loans shall be payable without regard to the profits or losses of the Company and will be treated as a transaction with a Member other than in its capacity as a member of the Company pursuant to Section 707(a) of the Code. All Optional Loans will be repayable solely from the Company's assets and represented by promissory notes executed by the Company.

4.6. Capital Accounts.

4.6.1. Accounts. The Company will establish on its books a Capital Account for each Member. Capital Accounts will be maintained in accordance with the provisions of this Agreement and the requirements of Section 1.704-1 of the Regulations.

4.6.2. Basic Capital Account Adjustments. A Member's Capital Account (1) *will be increased by* (A) the Member's Capital Contribution (including the fair market value of any property contributed to the Company, net of liabilities assumed by the Company and liabilities to which the contributed property is subject), and (B) the Member's distributive share of Company income and gains (or items thereof), including income or gains exempt from tax; and (2) *will be reduced by* (A) all distributions to the Member of cash or property (computed at the fair market value of any distributed property and net of liabilities assumed by the Member and liabilities to which the distributed property is subject), and (B) the Member's distributive share of Company expenses, losses, and deductions (or item thereof), including the Member's share of expenses which are not deductible in computing taxable income; and (3) *will be further adjusted* in certain circumstances as provided in Sections 4.6.3 and 4.6.4, or as otherwise may be necessary to satisfy the requirements of Section 1.704-1 of the Regulations.

4.6.3. Special Adjustment Upon Liquidation. If Company assets are distributed in kind to one or more Members as a result of the liquidation and winding up of the Company or the termination of a Member's interest in the Company, the Members' Capital Accounts will be adjusted to reflect the manner in which the unrealized gain or loss, or any other item of income or deduction inherent in the distributed

property (that has not been reflected in the Capital Accounts previously) would be allocated among the Members if the Company sold the distributed property for its fair market value on the date of distribution.

4.6.4. Adjustments to Capital Accounts Where Book Value Differs from Adjusted Tax Basis. As provided in Section 4.6.2, a Member's Capital Account will be increased by the fair market value of any property the Member has contributed to the Company. In such case, an asset's Book Value may differ from its Adjusted Tax Basis, and the Capital Accounts of the Members will have been adjusted at the time of the contribution to reflect the Book Values of Company assets, rather than Adjusted Tax Basis. In those circumstances, in order to account for the differences between Book Values and Adjusted Tax Basis, the Members' Capital Accounts will be adjusted in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations for subsequent allocations to the Members of Book Items of depreciation, depletion, amortization, and gain or loss, with respect to the contributed property. In all other cases, the Capital Account adjustments required by Section 4.6.2 will be made with reference to Tax Items. For these purposes, Book Items of depreciation and amortization with respect to Company property may be computed in accordance with any reasonable method selected by the Manager.

4.7. No Creditor or Third Party Rights. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. No creditor or third party shall have any rights under this Agreement, or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise. No creditor of this Company, nor any creditor of any Member, shall have any rights to enforce any obligations of the Members to make Capital Contributions to this Company.

ARTICLE 5. ALLOCATIONS; DISTRIBUTIONS

5.1. Allocations.

5.1.1. Determination of Profits and Losses. Except as otherwise stated, for purposes of this Agreement, Company "profits," "gains," and "losses" will include both Book Items (for purposes of certain Capital Account adjustments to be based on Book Items under the provisions of Section 4.6) and Tax Items (for purposes of determining the Members' distributive shares of taxable income, gain, or loss pursuant to Section 704 of the Code and the Regulations). Except where Tax Items differ from Book Items as provided in Section 4.6.4, all Tax Items and Book Items of profit, gain, or loss will be allocated in the same manner.

5.1.2. Allocation of Net Profits and Net Losses.

5.1.2.1. Generally. Except as otherwise provided in this Section 5.1, all profits and losses from Company operations and all other items of deduction, credit, preference and the like (both Book Items and Tax Items) will be allocated among the Members in proportion to their Percentage Interests.

5.1.2.2. Special Allocation of Tax Depreciation for Contributed or Revalued Property. If the Initial Book Value of a Company asset differs from its Adjusted Tax Basis because it was contributed to the Company at a time when its fair market value differed from its Adjusted Tax Basis, then Tax Items of income, gain, loss, and deduction will be allocated first among the Members so as to account for the variation between the Adjusted Tax Basis and the Initial Book Value of the asset at the time of contribution, in accordance with Section 704(c) of the Code and Paragraph (b)(2)(iv)(b) of Section 1.704-1 of the Regulations. Corresponding Book Items will nonetheless be allocated in accordance with Section 5.1.2.1 above.

5.1.3. Allocation of Income, Gain, or Loss Resulting from a Capital Transaction. All income, gain, or loss recognized by the Company as the result of an Interim Capital Transaction or a Terminating Capital Transaction will be allocated among the Members in the same manner as is provided for the allocation of net profits and net losses in Section 5.1.2. If a Capital Transaction involves Company assets having either Unrealized Appreciation or Unrealized Depreciation, the resultant Book Gain or Loss

will be allocated as provided generally in this Section 5.1.3. However, Tax Gain or Loss recognized by the Company in any such Capital Transaction will be allocated as follows:

5.1.3.1. Gain. If gain results from a Capital Transaction involving an asset with respect to which there is Unrealized Appreciation, then Tax Gain will first be allocated entirely to the Contributing Member(s) in the manner contemplated by Section 704(c) of the Code and the corresponding Regulations, until an amount of Tax Gain has been allocated which is equal to the amount of the Unrealized Appreciation or until all Tax Gain is allocated, whichever occurs first. The Capital Account of a Contributing Member will not be adjusted in the manner provided in Section 4.6.2 with respect to the amount of Tax Gain so allocated. Any Tax Gain in excess of the amount of the Unrealized Appreciation, and any Tax Gain resulting from a Capital Transaction involving an asset with respect to which there is Unrealized Depreciation will be allocated in the same manner as Book Gain with respect to such asset is allocated pursuant to of this Section 5.1.3.

5.1.3.2. Loss. If loss results from a Capital Transaction involving an asset with respect to which there is Unrealized Depreciation, then Tax Loss will first be allocated entirely to the Contributing Members(s), in the manner contemplated by Section 704(c) of the Code and the corresponding Regulations, until an amount of Tax Loss has been allocated which is equal to the amount of such Unrealized Depreciation or until all Tax Loss is allocated, whichever occurs first. The Capital Accounts of the Contributing Member(s) will not be adjusted in the manner provided in Section 4.6.2 with respect to the amount of Tax Loss so allocated. Any Tax Loss in excess of the amount of Unrealized Depreciation and any Tax Loss resulting from a Capital Transaction involving an asset with respect to which there is Unrealized Appreciation will be allocated in the same manner as Book Loss is allocated pursuant to of this Section 5.1.3.

5.1.4. Limitation. The Loss allocated to each Member for any Company fiscal year pursuant to this Section 5.1 shall not exceed the maximum amount of Loss that can be so allocated without causing such Member to have a Deficit Capital Account at the end of the fiscal year.

5.1.5. Further Special Allocations. The following special allocations shall be made for any fiscal year of the Company in the following order:

5.1.5.1. Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulation Sections 1.704-2(f) and 1.704-2(g)(2). The items to be so allocated, and the manner in which those items are to be allocated among the Members, shall be determined in accordance with Regulation Sections 1.704-2(f) and 1.704-2(g)(2). This Section 5.1.5.1 is intended to satisfy the minimum gain chargeback requirement in Regulation Section 1.704-2(f) and shall be interpreted and applied accordingly.

5.1.5.2. Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain during any Company fiscal year, each Member who has a share of that Member Minimum Gain, determined in accordance with Regulation Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain, determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(i)(5). The items to be so allocated, and the manner in which those items are to be allocated among the Members, shall be determined in accordance with Regulation Sections 1.704-2(i)(4) and 1.704-2(g)(2). This Section 5.1.5.2 is intended to satisfy the minimum gain chargeback requirement in Regulation Section 1.704-2(i)(4) and shall be interpreted and applied accordingly.

5.1.5.3. Qualified Income Offset. In the event that any Member unexpectedly receives any adjustments, allocations, or distributions described in Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be specially allocated to such Member in an amount and in a manner sufficient to eliminate as quickly as possible, to the extent required by Regulation Section 1.704-(1)(b)(2)(ii)(d), the Deficit Capital Account of the Member (which Deficit Capital

Account shall be determined as if all other allocations provided for in this Agreement have been tentatively made as if this Section 5.1.5.3 were not in this Agreement).

5.1.5.4. Nonrecourse Deduction. Nonrecourse Deductions shall be allocated among the Members in accordance with their respective Percentage Interests.

5.1.5.5. Member Nonrecourse Deductions. Any Member Nonrecourse Deductions shall be specially allocated among the Members in accordance with Regulation Section 1.704-2(i).

5.1.6. Corrective Allocations.

5.1.6.1. Allocations to Achieve Economic Agreement. The allocations set forth in Section 5.1.5 are intended to comply with certain regulatory requirements under Code Section 704(b). The Members intend that, to the extent possible, all allocations made pursuant to such Sections will, over the term of the Company, be offset either with other allocations pursuant to Section 5.1.5 or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.1.6.1. Accordingly, the Members agree to make offsetting allocations of Company income, gain, loss or deduction under this Section 5.1.6.1 in whatever manner the Manager determines is appropriate, to the extent permitted by the Treasury Regulations, so that, after such offsetting special allocations are made, the Capital Accounts of the Members are, to the extent possible, equal to the Capital Accounts each would have if the provisions of Section 5.1.5 were not contained in this Agreement.

5.1.6.2. Waiver of Application of Minimum Gain Chargeback. The Members shall request from the Commissioner of the Internal Revenue Service a waiver, pursuant to Regulation Section 1.704-2(f)(4), of the minimum gain chargeback requirements of Regulation Section 1.704-2(f) if the application of such minimum gain chargeback requirement would cause a permanent distortion of the economic arrangement of the Members.

5.1.7. Certain Allocation Rules.

5.1.7.1. Any income recognized pursuant to Sections 1245 or 1250 of the Code, and any investment credit recapture recognized pursuant to Section 47 of the Code, or successor provisions then in effect, shall be allocated to the Members in the same proportions that the tax depreciation deductions and investment credits giving rise to such income or recapture were allocated to such Members and their respective predecessors in interest, if any.

5.1.7.2. The share of each Member in any allocation made to the Members shall be in the same ratio as the number of Units owned by that Member bears to the number of Units owned by all Members entitled to share in that allocation.

5.1.7.3. For the year during which an additional Member is admitted to the Company, the additional Member shall be allocated a share of the profits and losses which is calculated using either of the following methods, in the discretion of the Manager:

5.1.7.3.1. ratably on a daily basis with respect to the period that the additional Member is a Member of the Company; or

5.1.7.3.2. by dividing the Company fiscal year into two or more segments and allocating profits and losses in each segment among the persons who were Members during that segment.

Any allocation under this Section 5.1.7.3 must be consistent with the methods authorized by Section 706 of the Code and the corresponding Regulations. If neither of the methods described above is consistent with the methods authorized by Section 706 of the Code and the corresponding Regulations, the Manager may allocate profits and losses to the additional Member in any manner that is consistent with such methods.

5.1.7.4. In any year in which a Member sells, assigns, or transfers all or any portion of a Unit to any person who, during such year, is admitted as a substitute Member, the share of all profits and losses with respect to the transferred Unit will be divided between the assignor and the assignee on the basis of the number of days in the year before, and the number of days on and after, the execution by the assignee of this Agreement. The assignor and the assignee may, by agreement, make special provisions for the allocation of items of profit, gain, loss, deduction, or credit as may from time to time be permitted under the Code and for the distributions under this ARTICLE 5, but such provisions for allocations and distributions will bind the Company only after it has received notice from the assignor and assignee.

5.1.7.5. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Regulation Section 1.752-3(a)(3), the Members' interests in the Company's profits shall be determined for each tax year by the Members in accordance with Regulation Section 1.752-3(a)(3).

5.1.7.6. The income, gains, losses, deductions and expenses of the Company shall be allocated, for federal, state and local income tax purposes, among the Members in accordance with the allocation of such income, gain, losses, deductions and expenses among the Members for computing their Capital Accounts, except that if such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and expenses shall be allocated among the members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

5.2. Distributions.

5.2.1. Net Cash Flow. At any time or times determined by the Manager, the Manager shall cause the Company to distribute all Net Cash Flow which the Manager determines to be available for distribution as follows:

5.2.1.1. First, to pay the interest due on any Optional Loans made by any of the Members to the Company pursuant to Section 4.5, prorata in accordance with the respective amounts of all Optional Loans.

5.2.1.2. Next, to repay the principal of any such Optional Loans, prorata in accordance with the respective amounts of all Optional Loans.

5.2.1.3. Then, to each Member pro rata in proportion to its Percentage Interest.

5.2.2. Distribution of Proceeds of a Capital Transaction. Sale or Financing Proceeds resulting from a Capital Transaction will be applied, distributed or used in any manner to carry out the purpose of the Company at the sole discretion of the Manager. If the Manager decides to distribute Sale or Financing Proceeds resulting from a Capital Transaction, such proceeds shall be applied and distributed as provided in Sections 5.2.2.1 and 5.2.2.2 of this Section 5.2.2.

5.2.2.1. Interim Capital Transaction. Sale or Financing Proceeds resulting from an Interim Capital Transaction will be applied and distributed:

5.2.2.1.1. First, to repay all debts and liabilities of the Company then due other than Optional Loans.

5.2.2.1.2. Next, to pay any interest due on Optional Loans previously made by the Members to the Company pursuant to Section 4.5, prorata in accordance with the respective amounts of all Optional Loans.

5.2.2.1.3. Next, to repay the principal of any such Optional Loans, prorata in accordance with the respective amounts of all Optional Loans.

5.2.2.1.4. Next, to the Members having positive Capital Account balances to each such Member in the proportion that the positive Capital Account balance of the Member bears to the positive Capital Account balances of all such Members until all such Proceeds have been distributed or all Members' Capital Account balances have been reduced to zero, whichever occurs first.

5.2.2.1.5. Finally, the balance, if any, to each Member pro rata in accordance with its Percentage Interest.

5.2.2.2. Terminating Capital Transaction. After making the allocations of gain or loss required by Section 5.1 and the Members' Capital Accounts required by Section 4.6 and Section 1.704-1 of the Regulations, Sale or Financing Proceeds resulting from a Terminating Capital Transaction will be applied and distributed by the end of the taxable year in which the Company is liquidated, or if later, within 90 days of liquidation, as follows:

5.2.2.2.1. First, to repay all outstanding debts and liabilities of the Company other than Optional Loans.

5.2.2.2.2. Next, to pay the interest due on any Optional Loans previously made by the Members to the Company pursuant to Section 4.5, prorata in accordance with the respective amounts of all Optional Loans.

5.2.2.2.3. Next, to repay the principal of any such Optional Loans, prorata in accordance with the respective amounts of all Optional Loans.

5.2.2.2.4. Next, to set up any reserves which the Manager reasonably deems necessary for contingent, unmatured, and unforeseen liabilities or obligations of the Company.

5.2.2.2.5. Next, to the Members having positive Capital Account balances to each such Member in the proportion that the positive Capital Account balance of the Member bears to the positive Capital Account balances of all such Members until all such Proceeds have been distributed or all Members' Capital Account balances have been reduced to zero, whichever occurs first.

5.2.2.2.6. Finally, remaining Proceeds will be distributed among the Members, to each pro rata in proportion to its Percentage Interest.

Any remaining reserves under Section 5.2.2.2.4 shall be distributed to the Members, at such time as the Manager determines their retention is no longer necessary, in the same manner as they would have been distributed had they not been retained.

ARTICLE 6. COMPANY EXPENSES; REIMBURSEMENT OF EXPENSES

6.1. Company Expenses. The Company will be responsible for the payment of all costs and expenses of the Company, including those incurred in connection with a Subsidiary, whether such costs and expenses are paid to the Manager, one of its Affiliates, or to third parties. Company costs and expenses may include, but are not limited to:

6.1.1. All organizational expenses incurred in the formation of the Company and the selling of interests in the Company, and all expenses incurred in revising, amending, converting, modifying, or terminating the LLC Agreement.

6.1.2. All costs of personnel employed by the Company.

6.1.3. All costs of borrowed money, taxes and assessments on Company property, and other taxes applicable to the Company.

6.1.4. Legal, audit, accounting, brokerage, and other fees.

6.1.5. All amounts incurred on behalf of the Company, and any operating expenses of the Company.

6.1.6. The cost of insurance obtained in connection with the business of the Company.

6.1.7. Costs and expenses incurred in any litigation, including any examinations or audits by regulatory agencies.

6.2. Reimbursement. The Company will reimburse to any Manager all funds it reasonably advances to pay Company expenses.

ARTICLE 7. RIGHTS, POWERS, AND OBLIGATIONS OF THE MANAGER

7.1. Management of the Company. The Manager will have the exclusive right and power to manage, operate, and control the Company and to take all actions and make all decisions necessary or appropriate to carry on the business and affairs of the Company. In clarification and not in limitation of the foregoing, the Manager will have the power and authority, on behalf and in the name of the Company, to take all actions on behalf of the Company pursuant to Section 3.2 above.

7.2. Manager. All decisions made for and on behalf of the Company by the Manager will bind the Company and the Members. Except as expressly otherwise set forth elsewhere in this Agreement, the Manager (acting for and on behalf of the Company), in extension and not in limitation of the rights and powers given by this or other provisions of this Agreement, will, in its sole discretion, have the right, power, and authority in the management of the Company business to do any and all things necessary to carry out the purpose of the Company. No person dealing with the Manager will be required to determine the Manager's authority to execute any document on behalf of the Company or make any undertaking on behalf of the Company, or to determine any facts or circumstances bearing upon the existence of such authority.

7.3. Transactions with Affiliates. At the discretion of the Manager, the Company may enter into transactions with Affiliates of the Manager or a Member if such transactions are on commercially reasonable terms. Regardless of the reasonableness of the terms, however, the Company may not lend any money to a Member or an Affiliate.

7.4. Delegation of Authority. The Manager may delegate all or any of its powers, rights, and obligations under this Agreement, and may employ or contract with any person, including any Affiliate of any Member, to carry out the business of the Company. Under supervision of the Manager, the person employed or contracted with may perform any acts or services for the Company that the Manager approves.

7.5. Other Activities. Any Manager and any Affiliate of any Manager may engage in or possess interests in other business ventures of any kind or description for its own account. In particular, and without limiting the general statement contained in the preceding sentence, a Manager or its Affiliates may serve as a manager, officer, director, member, owner, shareholder, or partner of other entities, even if the business of such other entities is in direct competition with the business of the Company. Neither the Company nor any of the Members will have any rights by virtue of this Agreement in or to such other business ventures or to the income or profits they generate.

7.6. Compensation. The Manager will not be entitled to receive from the Company compensation for the management services it renders as Manager.

7.7. Manager's Duty of Care. In carrying out its duties and exercising its powers under this Agreement, the Manager will be required to exercise reasonable skill, care, and business judgment. A Manager will be deemed to be exercising reasonable care and business judgment in relying on the advice of counsel or public accountants experienced in a particular matter, and will not be liable to the Company or any Member for any action taken or omitted on behalf of the Company in good faith and in reliance on any such advice.

7.8. Limitation of Liability. A Member shall not be personally liable for monetary damages to the Company, its Members, or any other person for any statement, vote, decision, or failure to act regarding management or policy decisions by that Member (including acts by the President or any other officer), except as required by the Act.

7.9. Indemnification. The Company shall indemnify any Member from and against any judgments, settlements, penalties, fines or expenses incurred in a proceeding to which an individual is a party because he or she is, or was, a Member (including as President or any other officer), except to the extent prohibited by the Act.

ARTICLE 8. RIGHTS AND OBLIGATIONS OF NON-MANAGER MEMBERS

8.1. Management of the Company. No Non-Manager Member, in its capacity as such, may take part in the management or control of the business of the Company or transact any business in the name of the Company. No Non-Manager Member, in its capacity as such, has the power or authority to bind the Company or to sign any agreement or document in the name of the Company. No Non-Manager Member, in its capacity as such, will have any power or authority with respect to the operation of the Company or its business.

8.2. Liability of Non-Manager Members. A Non-Manager Member will be liable for, and will have the duty to pay as and when due any additional Capital Contributions required pursuant to Section 4.4. Except for such Capital Contributions, a Non-Manager Member will not be required to make any further Capital Contributions or loans to the Company, and will not be personally liable for any obligations of the Company, except as may be required by the Act.

8.3. Other Activities. A Non-Manager Member may engage in or possess interests in other business ventures of any kind or description, independently or with others, whether or not any such venture is in direct competition with the business of the Company. Neither the Company nor any of the Members will have any rights as a result of this Agreement in or to such other business ventures or the income or profits derived from such ventures.

ARTICLE 9. ACCOUNTING; BOOKS AND RECORDS

9.1. Accounting. The Company will keep its accounting records, and will report for federal income tax purposes on the cash or accrual basis, as determined by the Manager. All decisions concerning accounting principles and elections, methods of depreciation or capital cost recovery, and working capital requirements, whether for book or tax purposes (such decisions may be different for each such purpose), will be made by the Manager. The Manager will have full authority to pay or contest any tax or assessment, as they deem to be in the best interest of the Company.

9.2. Fiscal Year. The fiscal year of the Company will be the calendar year.

9.3. Books and Records. During the term of the Company, the Manager will keep, or cause to be kept, records and books of the Company. All books and records of the Company required to be kept by the Act will be available for reasonable inspection and examination by the Members or their duly authorized representatives during ordinary business hours.

9.4. Tax Returns; Income Tax Information.

9.4.1. Tax Returns. The Manager will prepare, or cause to be prepared, all federal, state, and local income and other tax returns of the Company. The Manager will promptly furnish copies of the returns to any Member upon request.

9.4.2. Reports. The Manager will prepare and distribute, or cause to be prepared and distributed, to each Member, a report (including Form K-1) informing each Member of the Company's taxable income or loss for the preceding taxable year; the amount of each class of income, profit, loss, or

deduction which is relevant to the reporting of Company items for federal income tax purposes; and the Member's distributive share of each class of income, gain, loss, or deduction.

9.5. Tax Elections. The Manager is authorized to cause the Company to make or revoke such elections for federal income tax purposes as it, in its sole discretion, deems necessary or advisable. The Manager's authority with respect to the making of tax elections specifically includes, but is not limited to, the authority to elect, pursuant to Section 754 of the Code (or corresponding provisions of succeeding law), to adjust the basis of Company assets if there has been a transfer of Units. Each Member agrees to furnish the Company, upon request, all information necessary to give effect to any such election.

9.6. Bank Accounts. The Company will maintain a separate bank account or accounts in the name of the Company to be used for the purposes of the Company. Funds deposited in the Company's account or accounts may be withdrawn as determined by the Manager.

9.7. Tax Matters Member. The person identified in the definitions is hereby designated as the "**Tax Matters Partner**" as such term is defined in Section 6231(a)(7) of the Code), and the "**partnership representative**" of the Company under Section 6223 of the Code (as modified by the Bipartisan Budget Act of 2015, as amended (and any comparable provisions of state or local tax law) (the "**BB Act**") (in either capacity, the "**Tax Matters Member**"). The Tax Matters Member shall have the responsibility and authority to exercise all functions provided for in the Code and the BB Act or in Regulations promulgated thereunder. The Tax Matters Member shall keep the Members fully informed of all tax matters and shall forward to the Members within fourteen (14) days of receipt any and all correspondence received by him from the Internal Revenue Service.

ARTICLE 10. TRANSFERS OF UNITS; WITHDRAWAL AND ADMISSION OF MEMBERS

10.1. Transfers of Units by Members; Withdrawal and Admission of Members.

10.1.1. Prohibition on Transfer. Except as otherwise provided in this Section 10.1, a Member may not in any way transfer or encumber any Units it owns. Any purported transfer or encumbrance not expressly permitted by and in compliance with the provisions of this Section 10.1 will be void and of no force or effect. If a Member is a corporation, partnership, limited liability company, or other entity, a transfer (whether individually or in the aggregate since the date of this Agreement) of more than forty-nine percent (49%) of the voting or beneficial interests in such entity shall constitute a transfer of Units requiring compliance with this Section.

10.1.2. Investment Purposes. Each Member represents and warrants to the Manager and to the Company that any Units it has acquired or will acquire in the future have been and will be acquired by such Member as principal for its own account, for investment purposes only, and not with a view to the resale or distribution of any of the Units.

10.1.3. Permitted Transfers without Refusal Rights. Subject to the conditions contained in Section 10.1.5, a Member may, with thirty (30) days' prior written notice to the Manager, transfer any or all of the Units it owns to any one or more persons or entities described below:

10.1.3.1. Any Member.

10.1.3.2. A transfer to any person or entity when the Manager has consented to such transfer in writing.

10.1.4. Other Transfers Subject to Refusal Rights. If a Member (a "**Transferring Member**") receives a bona fide third party offer ("**Third Party Offer**") from a person who is not described in Section 10.1.3 (the "**Purchaser**") to purchase some or all of the Transferring Member's Units and the Transferring Member wishes to sell such Units to the Purchaser, the Transferring Member must first offer to sell the Units to the other Members ("**Remaining Members**") on the same terms as the Third Party Offer. In such event, the Transferring Member must notify the Manager and each Remaining Member in writing of the Third Party Offer. The notice must include a copy of the Third Party Offer. The Remaining

Members then shall have the right, for a period of thirty (30) days, to purchase, in the aggregate, all (but no lesser portion) of the Units which are the subject of the Third Party Offer. During that period, each Member may purchase, on the terms set forth in the Third Party Offer, that number of the offered Units which is in the same proportion to the total number of offered Units as the number of Units owned by the Member bears to the total number of Units owned by all Members exercising the refusal rights described in this Section, or such other number of Units as may be agreed upon among the Members exercising the refusal rights. To exercise the right of refusal, a Member must notify the Transferring Member of its election to that effect within thirty (30) days after receiving the Transferring Member's notice of the Third Party Offer, and must simultaneously send a copy of its notice of election to the Manager. Any Member that does not timely notify the Transferring Member of its election to exercise the refusal right described in this Section will be deemed to have elected to purchase none of the offered Units. If the Members, as a group, fail to timely exercise the right to purchase all, but no lesser portion, of the offered Units, then, subject to the conditions contained in Section 10.1.5, the Transferring Member shall have the right, for a period of sixty (60) days, to sell the offered Units to the Purchaser on the terms specified in the Transferring Member's initial notice to the Members of the Third Party Offer. The Transferring Member may not transfer any of the offered Units (i) after the sixty (60) day period, or (ii) to any person or entity other than the Purchaser, or (iii) on terms in any way different from those disclosed in the notice of the Third Party Offer, without first offering to sell the Units to the Members in accordance with the provisions of this Section 10.1.4.

10.1.5. Conditions Precedent to Any Transfer or Encumbrance. Notwithstanding any contrary provision contained in this Agreement, no Member may transfer or encumber any Units:

10.1.5.1. Without first notifying the Manager, in writing, thirty (30) days in advance of any proposed transfer or encumbrance;

10.1.5.2. If deemed necessary by the Manager, unless and until the Company has received an opinion of counsel for the Company, prepared at the Member's expense, stating that the proposed transfer or encumbrance will not cause the termination of the Company for federal income tax purposes; and

10.1.5.3. Unless and until the transferor has made all Capital Contributions required under this Agreement.

10.1.6. Effect of Transfer. If any purported transfer of a Member's Units does not comply with the various requirements and restrictions contained in this Section 10.1, it will be void and of no force or effect. If any such purported transfer complies with the various requirements and restrictions contained in this Section 10.1, then effective on the date of the transfer, the transferor will cease to be a Member with respect to the transferred Units and, whether or not the transferee is admitted to the Company as a substitute Member pursuant to the provisions of Section 10.1.7, the transferee will be entitled to receive all future distributions to which the transferor would otherwise be entitled. The Manager will be entitled to treat the transferor as the record owner of the transferred Units until the effective date, and will incur no liability for distributions made in good faith to the transferor prior to the effective date. No such transfer will relieve the transferor of its existing obligations under this Agreement.

10.1.7. Substitute Members.

10.1.7.1. A transferee of a Member's Units will not be admitted to the Company as a substitute Member unless:

10.1.7.1.1. The transfer complies with all requirements of Section 10.1;

10.1.7.1.2. The transferor gives the transferee the right to be substituted in its place;

10.1.7.1.3. The Manager has consented in writing to the admission of the transferee as a substitute Member; and

10.1.7.1.4. The transferee has agreed in writing to be bound by all of the terms and conditions of this Agreement, and has paid all expenses of the Company incurred in connection with the transfer.

10.1.7.2. If the transferee of a Member's Units is at that time a Member with respect to other Units, the transferee shall automatically be a substitute Member with respect to the transferred Units.

10.1.7.3. Upon admission to the Company as a substitute Member, a transferee shall succeed to all rights and obligations of its transferor under this Agreement. If a transferee is not admitted as a substitute Member, then notwithstanding any other provision of this Agreement, the transferee shall be an Economic Interest Member.

10.1.8. Death, Incompetency of a Member. The death, legal incompetency, bankruptcy, insolvency, withdrawal, expulsion, dissolution, or other disability (a "**Dissociating Event**") of a Member (a "**Dissociating Member**") will not dissolve or terminate the Company; the Company shall continue without a dissolution. Upon any Dissociating Event, the estate, legal representative, guardian, or other successor to such Dissociating Member's interests will have all rights to receive distributions which otherwise would be made to the Dissociating Member, and will succeed to all obligations of such Dissociating Member under the terms of this Agreement. Subject to the terms and conditions of this Agreement, any such successor may be, but is not required to be, admitted to the Company as a substitute Member. If not admitted as a substitute Member, the successor shall be an Economic Interest Member.

10.1.9. No Resignation or Withdrawal. A Member may not resign or withdraw as a Member of the Company.

10.2. Transfers of Units by a Manager; Withdrawal and Admission of Manager.

10.2.1. Transfer of Units. Except as otherwise provided in this Section 10.2, a Manager may transfer or encumber its Units to the same extent and subject to the same restrictions and limitations as set forth in Section 10.1. If a Manager wishes to transfer or encumber some or all of its Units it must notify each other Member and Manager no less than thirty (30) days in advance of the proposed transfer or encumbrance. A Manager may not transfer or encumber any Units unless and until the Company has received an opinion of counsel for the Company, prepared at such Manager's expense, stating that the proposed transfer or encumbrance will not cause the termination of the Company for federal income tax purposes.

10.2.2. Events of Withdrawal of Manager. A Manager will cease to be a Manager of the Company if and when:

10.2.2.1. The Manager resigns as Manager of the Company as provided in Section 10.2.3;

10.2.2.2. The Manager is removed as Manager in accordance with the provisions of Section 10.2.4, or

10.2.2.3. The Manager dies, is declared incompetent, becomes insolvent or bankrupt, or is dissolved.

10.2.3. Resignation of Manager. A Manager may resign as a manager of the Company upon ninety (90) days' notice to the Company and to each Manager and Member. In any such event, the Manager may retain any or all of its Units. From and after the effective date of the Manager's resignation, it will be treated as a Non-Manager Member with respect to any Units it owns.

10.2.4. Removal of Manager. A Manager may be removed as manager of the Company either with or without cause by the affirmative vote of Members holding more than fifty percent (50%) of all Voting Units including any Voting Units held by such Manager. In the event of such removal, such Manager

will not be relieved of any obligations or liabilities to the Company or to any of its Members resulting from events occurring prior to the date of removal. From and after the date of removal, such Manager will cease to be a Manager of the Company, and will be treated as a Non-Manager Member with respect to any Units it continues to hold.

10.2.5. Additional or Substitute Manager. If a Manager ceases to be manager of the Company for any of the reasons described in Section 10.2.2, and as a result the Company no longer has a Manager, and if the Company is continued pursuant to Section 10.2.6, then Members owning Units constituting, in the aggregate, more than fifty percent (50%) of the Voting Units may admit one or more persons or entities to the Company as successor Manager(s). At any other time, an additional Manager may be admitted to the Company as a manager only with the consent of each Manager and Members owning more than fifty percent (50%) of the Voting Units. In no event may any person or entity be designated an additional or successor Manager unless and until such person or entity has agreed in writing to be bound by the terms and conditions of this Agreement.

10.2.6. Continuation of Company. If a Manager ceases to be a manager of the Company for any of the reasons described in Section 10.2.2, this Company shall continue without a dissolution. If, as a result of the event which causes a Manager to cease to be a manager of the Company, the Company no longer has a Manager, this Company shall continue without a dissolution, and the successor Manager(s) shall be determined pursuant to Section 10.2.5 above.

ARTICLE 11. DISSOLUTION, WINDING UP, AND TERMINATION

11.1. Events Causing Dissolution. The Company will be dissolved and its affairs will be wound up upon the happening of the first to occur of the following:

11.1.1. The dissolution of the Company by the decision of the Manager.

11.1.2. The entry of a decree of judicial dissolution pursuant to the Act.

11.2. Winding Up. Upon dissolution of the Company for any reason, the Manager or the Liquidator will have the authority and responsibility to wind up the affairs of the Company and to liquidate its assets.

11.2.1. Conduct Pending Liquidation. The Members will continue to share income, gains, expenses, losses, and all other items during the period of liquidation in the same proportion as before the dissolution. The Manager or the Liquidator will have the full right and unlimited discretion to determine the time, manner, and terms of any sale or sales of Company property pursuant to the liquidation. Pending the sales, the Manager or the Liquidator may continue to operate and otherwise deal with the assets of the Company.

11.2.2. Time for Liquidation. A reasonable time will be allowed for the orderly winding up of the business of the Company and the liquidation of its assets and the discharge of its liabilities to creditors so as to enable the Manager or the Liquidator to minimize the normal losses attendant upon a liquidation, having due regard to the activity and condition of the relevant markets for the Company properties and general financial and economic conditions.

11.2.3. Right of Member to Purchase. Any Member may be a purchaser of any properties of the Company upon liquidation of the Company's assets, including, without limitation, any liquidation conducted pursuant to a judicial dissolution or otherwise under judicial supervision; provided, however, that the purchase price and terms of sale must be fair and reasonable to the Company.

11.2.4. Cooperation. In the course of any such winding up, any signature required of a Member (or the trustee, receiver, estate, personal representative, surviving spouse, or successor of a deceased, incapacitated, or insolvent Member) for the transfer of title to any property, real or personal, which has previously been owned by the Company, will not be unreasonably withheld. If any Member,

representative, surviving spouse, or successor unreasonably withholds its signature, then the Manager or the Liquidator may sign the Member's name.

11.2.5. Method of Liquidation; Distributions.

11.2.5.1. Method. The person having authority to wind up may liquidate the Company by either or both of the following methods:

11.2.5.1.1. Selling the Company's assets.

11.2.5.1.2. Distributing the Company's assets to the Members in kind, with each Member receiving an undivided interest in the Company's assets, subject to its liabilities, based upon the priority of distributions under Section 11.2.5.2.

11.2.5.2. Priority of Distribution. The proceeds of any dissolution or liquidation (after the payment of Company liabilities or reservation of amounts for that purpose), and/or any distribution in kind, will be applied and distributed in the order of priority (to the extent that such order of priority is consistent with the laws of the State) specified in Section 5.2.2.2 above, in satisfaction of the Member's interest in the Company.

11.2.5.3. In-Kind Distributions. If any assets are to be distributed in kind, rather than in cash, they will be distributed on the basis of fair market values, and the Members' respective Capital Accounts will be adjusted for the gain or loss that would have been recognized by them in accordance with Section 1.704-1 of the Regulations had such assets actually been sold at fair market value as of the date of distribution. If the Members cannot agree on the fair market values of the Company's assets for purposes of this Section 11.2.5.3, the matter will be submitted to arbitration in accordance with Section 13.12.

11.2.5.4. Dissolution. Upon completion of the liquidation, the Company will be deemed completely dissolved and terminated, and the person responsible for winding up will file in the office of the Department of State of the State of Florida a certificate of cancellation, as required by the Act.

11.3. Distribution Limited to Company Assets. Neither the Manager nor any other Member will be personally liable to any Member for any deficit in the Member's Capital Account or for the return of all or any part of the Capital Contributions or advances of the Member. Any such return shall be made solely from the Company assets.

11.4. Statement to Members. The person responsible for winding up shall furnish to each of the Members a statement, prepared at Company expense, which sets forth the assets and liabilities of the Company at the commencement of liquidation and an accounting with respect to the liquidation.

ARTICLE 12. VOTING RIGHTS OF MEMBERS

12.1. Voting on Amendments. This Agreement may not be amended in any respect which would (a) increase the liability, (b) increase the required Capital Contributions, or (c) adversely affect the rights or interests in the profits, losses, or distributions of this Company, of any Member, without the consent of each Member so affected. This Agreement may be amended in any other respect with the consent or approval of Members owning Units constituting in the aggregate, more than fifty percent (50%) of the Voting Units.

12.2. Limitation on Voting Rights. Except as specifically provided in this Agreement, or as otherwise required under the Act, the Members shall have no right to vote on any Company matter.

12.3. Special Purpose Entity Provisions. Notwithstanding Section 12.1 above, this Agreement may be amended by the Manager, without the requirement of any Member consent, to add any "special purpose entity," "single purpose entity," or other similar provisions required by a lender in order for the Company to obtain financing for the Property, so long as such amendments do not (a) increase the liability of any Member, (b) increase the required Capital Contributions of a Member, or (c) adversely affect the

rights or interests in the profits, losses, or distributions of this Company, or any Member, without the consent of each Member so affected.

ARTICLE 13. MISCELLANEOUS

13.1. Notice. Any notice, offer, acceptance, demand, request, consent, or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or made: (a) upon delivery, if personally delivered to a party; (b) on the date of dispatch, if by facsimile transmission to a party with confirmation of successful transmission; (c) one (1) business day after deposit, if sent to a party by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three (3) business days after deposit in the United States first class mail, certified mail, postage prepaid, return receipt requested addressed to a party. A communication will be deemed to be properly addressed if sent to the Company at the registered address specified in Section 2.3 or if sent to a Member or a Manager at the address shown for the Member or Manager on the books of the Company. The Company or any Member or Manager may at any time during the term of this Agreement change the address to which notices and other communications directed to it must be sent by providing written notice of a new address within the United States to the Company and the Manager in the manner required by this Section.

13.2. Governing Law. This Agreement will be construed and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the State of Florida.

13.3. Successors and Assigns. This Agreement will bind and benefit the parties and their respective heirs, executors, legal representatives, and permitted successors and assigns.

13.4. Headings. Headings used in this Agreement have been included for convenience and ease of reference only and will not in any manner influence the construction or interpretation of any provision of this Agreement.

13.5. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to its subject matter. There are no other prior or contemporaneous agreements, either written or oral, among the parties with respect to this subject.

13.6. Waiver. No right or obligation under this Agreement will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance in any other instance, in any other respect, or at any other time.

13.7. Number and Gender. When required by the context, (a) the singular will include the plural and vice versa, (b) the masculine will include the feminine and neuter genders, and vice versa, and (c) the word "person" will include trust, corporation, firm, partnership, company, or other form of association or entity. If there is more than one Manager or Member, the term "Manager" or "Member" will refer to the plural, as appropriate.

13.8. Attorneys' Fees. If any litigation or other dispute resolution proceeding is commenced between parties to this Agreement to enforce or determine the rights or responsibilities of such parties, the prevailing party or parties in any such proceeding will be entitled to receive, in addition to such other relief as may be granted, its reasonable attorneys' fees, expenses, and costs incurred preparing for and participating in such proceeding.

13.9. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute a single agreement. Delivery of a facsimile or other copy of this Agreement has the same effect as delivery of an original.

13.10. Waiver of Action for Partition. For the term of the Company and for the period of the winding up of its business following dissolution, each party irrevocably waives any right it may have to maintain any action for partition with respect to any of the Company's assets.

13.11. Appraisal Rights. All Members expressly waive appraisal rights under Section 605.1006 of the Act, as amended and/or replaced.

13.12. Arbitration. Any dispute arising under or in connection with this Agreement will be settled by arbitration as set forth in this Section 13.12. No legal right of action may arise out of any such dispute until arbitration has been completed. Each party, however, will have full access to the courts to compel compliance with these arbitration provisions, to enforce an arbitration award or to seek injunctive relief, whether or not arbitration is available or under way. The arbitration will take place pursuant to the applicable rules and procedures of the Revised Florida Arbitration Code with a single arbitrator. Subject to the provisions of Section 13.8, in any arbitration each party will pay its own costs, witness fees, and attorneys' fees. The fees charged by the arbitrator and the costs of the proceeding shall be borne equally.

[Signatures on following page]


DATED effective February 8, 2022.

SP Northwood Manager LLC

By: SP and 30 LLC, its Manager

By: 

J. David Page, Manager



J. David Page

**OPERATING AGREEMENT
OF
SP NORTHWOOD MANAGER LLC**

This Operating Agreement ("**Agreement**") of SP Northwood Manager LLC ("**Company**") is made by SP and 30 LLC, a Florida limited liability company ("**Member**"). This Agreement amends, replaces, and restates in its entirety any previous operating agreement of the Company.

ARTICLE 1. DEFINITIONS

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

"Act" means the Florida Limited Liability Company Act, Title XXXVI, Chapter 608, as amended.

"Affiliate" means, with respect to any Person, (i) any other Person directly or indirectly controlling, controlled by, or under common control with such Person, (ii) any Person owning or controlling fifty one percent (51%) or more of the outstanding voting interests of such Person, (iii) any officer, director, or general partner of such Person, or (iv) any Person who is an officer, director, general partner, trustee, or holder of fifty one percent (51%) or more of the voting interests of any Person described in clauses (i) through (iii). For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Capital Contribution" means any contribution to the capital of the Company in cash or property by the Member whenever made.

"Certificate of Formation" means the certificate of formation pursuant to which the Company was formed, as originally filed with the office of the Secretary of State as amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Company" means SP Northwood Manager LLC.

"Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any other organization that is not a natural person.

"Manager" means SP and 30 LLC, a Florida limited liability company.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"Property" means any real or personal property, tangible or intangible, owned by the Company, or by any Subsidiary of the Company.

"Secretary of State" means the Department of State of the State of Florida.

"Subsidiary" means any entity which is owned, in whole or in part, by the Company.

ARTICLE 2. FORMATION OF COMPANY

2.1. **Formation.** The Member forms this Limited Liability Company pursuant to the Act and pursuant to the terms and conditions contained in this Agreement. Except as otherwise provided in this Agreement, the rights and liabilities of the Member will be governed by the Act.

2.2. Name. The name of the Company is "**SP Northwood Manager LLC**".

2.3. Principal Place of Business. The principal place of business of the Company shall be 5403 West Gray Street, Tampa, Florida 33609. The Company may locate its place of business at any other place or places as the Manager may from time to time deem advisable.

2.4. Registered Office and Registered Agent. The Company's initial registered agent is Trustee and Corporate Services, Inc., a Washington corporation, and the address of its initial registered office in the State of Florida is 2430 Estancia Blvd., Ste 114, Clearwater, Florida 33761. The registered office and registered agent may be changed from time to time by the Manager.

2.5. Term. The term of the Company will begin on the date the Certificate is filed in the office of the Secretary of State, and will continue in perpetuity unless the Company is terminated earlier pursuant to the provisions of ARTICLE 9.

ARTICLE 3. BUSINESS OF COMPANY

The Company may engage in any business or activity permitted by law, as determined by the Manager.

ARTICLE 4. NAME AND ADDRESS OF MEMBER

The name of the sole member of the Company is SP and 30 LLC, a Florida limited liability company.

ARTICLE 5. MANAGEMENT; RIGHTS AND DUTIES

5.1. Management. The business and affairs of the Company shall be managed exclusively by the Manager. Without limiting the generality of the foregoing, the Manager shall have the power and authority, on behalf of the Company and on behalf of any Subsidiary:

5.1.1. To acquire property from any Person as the Manager may determine, and the fact that the Manager is an Affiliate of such Person shall not prohibit the Manager from dealing with that Person.

5.1.2. Become a member, partner, or owner of any Subsidiary, and to enter into agreements for the formation and operation of any Subsidiary, and take any action as a member, partner, or owner of any Subsidiary.

5.1.3. To borrow money from any party, including but not limited to, the Manager, or Affiliates of the Manager on such terms as the Manager deems appropriate, and in connection therewith to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums.

5.1.4. To purchase liability and other insurance to protect the Company's property and business.

5.1.5. To acquire, develop, plat, permit, construct, improve, manage, charter, operate, sell, transfer, exchange, encumber, pledge or dispose of any assets of the Company, or to permit any other person or entity to pledge, assign, deliver, or transfer any assets of the Company.

5.1.6. To invest Company funds in time deposits, short-term governmental obligations, commercial paper or other short-term investments, as well as any other investments the Manager deems in the best interests of the Company.

5.1.7. To execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments; mortgages or deeds of trust; security agreements or agreements consenting to the pledge, assignment, delivery, or transfer by anyone or any entity of any

assets of the Company securing any financial or banking accommodations whether of the Company, or such other person or entity; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company.

5.1.8. To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds.

5.1.9. To enter into any and all other agreements with any other Person for any purpose, in such form as the Manager may approve.

5.1.10. To open bank accounts in the name of the Company, and to authorize and delegate to others the right to open bank accounts in the name of the Company. The Manager shall be a signatory on all such accounts, and may authorize other signatories thereon.

5.1.11. To appoint officers of the Company, such as Vice Presidents, Secretary, and Treasurer, and to assign to officers duties, responsibilities, and authority as the Manager shall determine.

5.1.12. To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

5.2. Reimbursement for Expenses. The Manager shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by the Manager in connection with the Company's business, including without limitation expenses incurred in the organization of the Company.

5.3. Member. Except as provided for the Manager, the Member shall have no vote on any matters related to the business or operation of the Company.

ARTICLE 6. LIABILITY OF MEMBER

6.1. Limitation of Liability. The Member's liability shall be limited as set forth in this Agreement and the Act.

6.2. Liability for Company Obligations. The Member shall not be personally liable for any debts, obligations or liabilities of the Company beyond its Capital Contributions.

ARTICLE 7. CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

The Member shall make an initial Capital Contribution and additional Capital Contributions as determined by the Manager. A Capital Account for the Member shall be maintained in accordance with the requirements of Section 1.704-1 of the Regulations promulgated under the Code.

ARTICLE 8. ACCOUNTING, BOOKS, AND RECORDS

8.1. Accounting Principles. The Company's books and records shall be kept, and its income tax returns prepared, under such permissible method of accounting, consistently applied, as the Manager determines is in the best interest of the Company.

8.2. Accounting Period. The Company's accounting period shall be the calendar year.

8.3. Returns and Other Elections. The Manager shall cause the preparation and timely filing of all tax and information returns required to be filed by the Company pursuant to the Code and all other tax and information returns deemed necessary and required in each jurisdiction in which the Company does business.

ARTICLE 9. DISSOLUTION AND TERMINATION

9.1. Dissolution. The Company shall be dissolved upon the direction of the Manager, or as required by law.

9.2. Winding-Up, Liquidation and Distribution of Assets. Upon dissolution, the Manager shall immediately proceed to wind-up the affairs of the Company. The Manager shall sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Manager may determine to distribute any assets of the Company to the Member) and shall apply the proceeds of such sale and the remaining Company assets in the following order of priority (subject to any requirements imposed by the Act):

9.2.1. Payment of creditors, including the Manager, the Member, or Affiliates who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company, other than liabilities for distribution to Members; then

9.2.2. To establish any reserves that the Manager deems reasonably necessary for contingent or unforeseen obligations of the Company and, at the expiration of such period as the Manager shall deem advisable, the balance then remaining in the manner provided in Section 9.3 below; then

9.2.3. To the Member.

9.3. Termination. The Manager shall comply with any applicable requirements of applicable law pertaining to the winding-up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding-up, liquidation and distribution of the assets, the Company shall be deemed terminated.

9.4. Certificate of Cancellation. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, the Manager shall file a certificate of cancellation as required by the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

10.2. Transfers. No Member may assign, encumber, pledge, sell, or transfer in any way, all or any portion of its membership interest in the Company.

10.3. Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

10.4. Headings. The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.

10.5. Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.6. Heirs, Successors and Assigns. Each of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

10.7. Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

Dated effective as of February 9, 2022.

MEMBER:

SP and 30 LLC, a Florida limited liability company

By: 

J. David Page, Manager

**RESOLUTION OF THE MANAGER
OF
SP NORTHWOOD MANAGER LLC**

The undersigned, the Manager of SP NORTHWOOD MANAGER LLC, a Florida limited liability company (the "**Company**"), hereby adopts the following resolutions:


RESOLVED, that the following persons are elected as officers of the Company:

<u>Office</u>	<u>Officer</u>
Vice President	Michael Molinari
Vice President	Scott Seckinger
Vice President	PJ Hornik

RESOLVED, that each Vice President of the Company is authorized to execute documents and agreements on behalf of the Company.

Dated February 9, 2022.

SP and 30 LLC, a Florida limited liability company

By: 

J. David Page, Manager

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, March 7, 2022

This certificate of registration to transact business in Virginia is this day issued for

SP NORTHWOOD LLC

a limited liability company organized under the laws of Florida and the said limited liability company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, MARCH 7, 2022

The State Corporation Commission has found the accompanying application for a certificate of registration to transact business in Virginia submitted on behalf of

SP NORTHWOOD LLC

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

**CERTIFICATE OF REGISTRATION TO TRANSACT BUSINESS IN
VIRGINIA**

be issued and admitted to record with the application in the Office of the Clerk of the Commission, effective March 7, 2022.

The limited liability company is registered to transact business in Virginia, subject to all Virginia laws applicable to the limited liability company and its business.

STATE CORPORATION COMMISSION

By



Judith Williams Jagdmann
Commissioner

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: **Northwood Village Apartments**

Name of Applicant (entity): **SP Northwood LLC**

The undersigned, being duly authorized to sign on behalf of the Applicant, provide this Certification with the understanding that Virginia Housing intends to rely upon the statements made herein for the purpose of awarding and allocating federal low-income housing tax credits.

The following terms shall be defined as follows for the purpose of this Certification:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification.
- "Participant" means the Principals of the Owner who will participate in the ownership of the Development identified above and includes Principals who may not be required to be individually listed within a Schedule A attached hereto.

Accordingly, I **hereby certify the following:**

1. All the statements made within this Certification 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, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. 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 such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
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 Virginia Housing employee.
11. None of the Participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the Participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. None of the Participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the Participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature 

Printed Name SP Northwood LLC
By: SP Northwood Manager LLC
By: SP and 30 LLC
By: J. David Page, Manager
3/13/2024

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: Northwood Village Apartments
 Name of Applicant: SP Northwood LLC

INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: SP Northwood LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
Y or N

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

1st PAGE
TOTAL:

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LIHTC as % of
Total Units
v.2024.1

List of LIHTC Developments (Schedule A)



Development Name: Northwood Village Apartments
 Name of Applicant: SP Northwood LLC

INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

SP Northwood Manager LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Principal's Name: Y or N

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

List of LIHTC Developments (Schedule A)



Development Name: Northwood Village Apartments
 Name of Applicant: SP Northwood LLC

INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: SP and 30 LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
Y or N

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Northwood Village Apartments
 Name of Applicant: SP Northwood LLC

INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: J. David Page Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 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	8409(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Centennial Gardens Santa Maria, CA	Centennial Gardens LP/253-460-3000	Y	160	160	Pending	Pending	N
2 Madison Seattle, WA	VBT Madison LP/253-460-3000	Y	73	73	Pending	Pending	N
3 The Arbors Panama City, FL	SP Bluffs LLC / 813-288-6988	Y	138	138	Pending	Pending	N
4 Watauga Orlando, FL	Watauga Affordable LLC / 813-288-6988	Y	216	216	Pending	Pending	N
5 Riverbend Radford, VA	SP River Bend LLC / 813-288-6988	N	60	60	10/30/2020	Est 3/2024	N
6 Pembroke Tower II Pembroke Pines, FL	SP Tower II LLC / 813-288-6988	Y	88	88	Est 2023	Pending	N
7 Bridge Plaza Apts Panama City Beach FL	SP Plaza LLC / 813-288-6988	Y	102	102	Est 2023	Pending	N
8 Jackson Forest Tallahassee FL	SP Forest LLC / 813-288-6988	Y	105	105	Est 2022	Pending	N
9 Stonewood II	SP Stonewood II LLC / 253-460-3000	Y	42	42	Est 2022	Pending	N
10 Columbia Gardens Vancouver, WA	SP Columbia LLC / 253-460-3000	Y	124	124	Est 2022	Pending	N
11 Steinbeck Commons Salinas, CA	SP Steinbeck LLC / 253-460-3000	Y	100	100	6/3/2021	Pending	N
12 The Grand Pacific Vancouver, WA	SP Grand Pacific LLC / 253-460-3000	Y	26	26	12/1/2021	Pending	N
13 The Orchard Mattawa, WA	SP Orchard LLC / 253-460-3000	Y	48	48	12/1/2021	Pending	N
14 Timuquana Park, Jacksonville, FL	Timuquana Affordable LLC/8132886988	Y	100	100	11/30/2021	Pending	N
15 Tampa Heights, Tampa, FL	SP TH Apartments LCC/813-288-6988	Y	36	36	12/31/2021	Pending	N
16 The Sands at St.Lucie, Ft. Pierce, FL	SP Sands LLC/813-288-6988	Y	320	320	Est.2022	Pending	N
17 Parish Oaks II, Parish, FL	SP Braden LLC/813-288-698	Y	48	48	Est. 2022	Pending	N
18 Mango Terrace, Seffner, FL	SP Terrace LLC/813-288-6988	Y	105	105	Est.2022	Pending	N
19 Palm Port, North Port, FL	SP Port LLC/813-288-6988	Y	126	126	Est 2022	Pending	N
20 Parrish Oaks Parrish, FL	SP Oaks LLC/813-288-6988	Y	120	120	Est 2022	Pending	N
21 Stonewood, Yakima, WA	SP Stonewood LLC / 253-460-3000	Y	60	60	12/1/2021	Pending	N
22 Palmetto Pointe, Pinellas Park, FL	SP Pinellas I LLC / 813-288-6988	Y	82	82	3/31/2021	Pending	N
23 Delphin Downs, Pensacola, FL	SP Downs LLC / 813-288-6988	Y	72	72	10/31/2020	Issued 2021	N
24 Woodlawn Trail, Clearwater, FL	SP Trail LLC / 813-288-6988	Y	80	80	5/30/2020	Issued 2021	N
25 Laburnum Gardens, Valrico, FL	SP Gardens LLC / 813-288-6988	Y	81	81	6/2/2019	Issued 2022	N
26 Calusa Estates, Belle Glade, FL	SP Court LLC / 813-288-6988	Y	114	114	9/30/2019	Issued 2022	N
27 Brookestone Senior, Tallahassee, FL	Brookestone I LP / 813-288-6988	Y	108	108	12/31/2019	Issued 2020	N
28 Mallards Landing, Palm Beach, FL	SP Mallards Landing LLC / 813-288-6988	Y	163	163	12/18/2019	Pending	N
29 Fairfax Village, Radford, VA	SP Fairfax Cambridge LLC / 813-288-6988	Y	40	40	11/22/2019	5/12/2022	N
30 Cambridge Square, Blacksburg, VA	SP Cambridge LLC / 813-288-6988	Y	40	40	11/22/2019	8/4/2022	N
31 Laurel Ridge, Hillsville, VA	SP Laurel Ridge LLC / 813-288-6988	Y	56	56	11/1/2019	3/31/2023	N
32 Pembroke Tower, Pembroke Pines, FL	SP Tower LLC / 813-288-6988	Y	100	100	9/24/2019	Pending	N
33 Queen Emma, Honolulu, HI	SP Queen Emma LLC / 253-460-3000	Y	71	71	9/22/2019	Pending	N
34 Lake Wales Gardens, Lake Wales, FL	SP Lake LLC / 813-288-6988	Y	96	96	9/19/2019	Pending	N
35 Daytona Gardens, Daytona, FL	SP Daytona LLLP / 813-288-6988	Y	230	230	7/30/2019	Pending	N
36 Harold House, Jacksonville, FL	SP HH Apartments LLC / 813-288-6988	Y	80	80	7/23/2019	Issued 2021	N
37 Country Village, Jefferson City, TN	SP TN Country Village LLC / 813-288-6988	Y	140	140	4/25/2019	Pending	N
38 Choctaw Village, St. Walton Beach, FL	SP Village LLC / 813-288-6989	Y	48	48	3/28/2019	Pending	N
39 Ridgewood, Winterhaven, FL	Ridgewood Affordable LLC / 813-288-6988	Y	36	36	3/30/2018	Issued 2021	N
40 Jacksonville Townhouses, Jacksonville, FL	SP Jax Apartments LLC / 813-288-6988	Y	250	250	3/29/2018	Pending	N

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and ann 8602 (per entity/development) for a total of 6.

1st PAGE
 TOTAL: 4,084 4,084

LIHTC as % of
 Total Units
 100%
 v.2024.1

List of LIHTC Developments (Schedule A)

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
41	Lummus Park Manor, Miami, FL	SP Manor LLC / 813-288-6988	Y	51	51	3/20/2018	Issued 2020	N
42	Lake Mangonia, West Palm, FL	Palm Grove Affordable LLC / 813-288-6988	Y	150	150	2/27/2018	Issued 2021	N
43	Chipola Apartments, Mariana, FL	SP CA Apartments LLC / 813-288-6988	Y	48	48	2/14/2018	Issued 2021	N
44	Seminole Gardens Sanford, FL	SP SG Apartments LLC / 813-288-6988	Y	108	108	12/31/2017	Issued 2019	N
45	Cedar Park, Lake City, FL	SP Park LLC / 813-288-6988	Y	72	72	12/19/2017	Issued 2020	N
46	Columbus Court Tampa, FL	SP CC Apartments LLC / 813-288-6988	Y	160	160	10/31/2017	Issued 2019	N
47	Hickory Knoll Ocala, FL	SP HK Apartments LLC / 813-288-6988	Y	96	96	10/20/2017	Issued 2019	N
48	Waipahu Hall Waipahu, HI	PF Waipahu LLC/253-460-3000	N	72	72	9/19/2017	Issued 2018	N
49	River Pauahi Honolulu, HI	River Pauahi Partners LP/253-460-3000	N	49	49	7/31/2017	Issued 2018	N
50	Oakwood Villa, Jacksonville, FL	SP OV Apartments LLC / 813-288-6988	Y	200	200	6/30/2017	Issued 2021	N
51	Wedgewood Apartments Palm Beach, FL	SP Preservation II LLC / 813-288-6988	Y	80	80	6/30/2017	Issued 2020	N
52	Oak Trace Tacoma, WA	VBT Oak Trace LP/253-460-3000	Y	60	60	6/30/2017	Issued 2018	N
53	Pinewood Apartments Athens, GA	SP Pinewood LP / 813-288-6988	Y	90	90	6/15/2017	Issued 2018	N
54	Berkley Pointe Ocala, FL	SP SM Apartments LLC / 813-288-6988	Y	160	160	5/20/2017	8/27/2018	N
55	Majestic Oaks Gainesville, FL	SP MO Apartments LLC / 813-288-6988	Y	172	172	4/31/2017	Issued 2020	N
56	Timberwood Trace Jacksonville, FL	SP TT Apartments LLC / 813-288-6988	Y	224	224	2/30/2017	Issued 2018	N
57	Cumberland Oaks St. Marys, GA	SP Cumberland LLC / 813-288-6988	Y	154	154	12/31/2016	Issued 2019	N
58	Kaneohe Elderly Kaneohe, HI	Kaneohe Meli Partnership LP/253-460-3000	N	43	43	11/23/2016	Issued 2017	N
59	Garden Trail Clearwater, FL	Garden Trail Apartments 2013 LLC / 813-288-6988	Y	76	76	10/31/2016	Issued 2018	N
60	Hampton Villa Jacksonville, FL	SP HV Apartments LLC / 813-288-6988	Y	60	60	9/30/2016	Issued 2018	N
61	Orangewood Village Ft. Pierce, FL	Orange Apartments LLC / 813-288-6988	Y	60	60	3/31/2016	Issued 2017	N
62	Parkside Commons Pinellas Park, FL	SP Parkside Commons LLC / 813-288-6988	Y	60	60	11/25/2015	Issued 2017	N
63	Mason Ave Apartments Tacoma, WA	VBC Mason Avenue III Limited Partnership / 813-288-6988	N	105	105	11/11/2015	Issues 2016	N
64	Brookfield Mews, Tifton, GA	SP Preservation LLC / 813-288-6988	Y	120	120	10/28/2015	Issued 2019	N
65	Brookside Village Ft. Myers, FL	SP BV Apartments LLC / 813-288-6988	Y	50	50	9/25/2015	Issued 2017	N
66	Stevens Duval Jacksonville, FL	SP SD Apartments LLC / 813-288-6988	Y	52	52	9/15/2015	Issued 2017	N
67	Harbor Court Haines City, FL	SP HC Apartments LLC / 813-288-6988	Y	64	64	7/21/2015	Issued 2017	N
68	Georgia Arms Sanford, FL	SP GA Apartments LLC / 813-288-6988	Y	90	90	4/30/2015	Issued 2016	N
69	Caravel Arms Lauderdale Lake, FL	SP Caravel Apartments LLC / 813-288-6988	Y	110	110	2/20/2015	Issued 2016	N
70	400 Apartments Gainesville, FL	GE4 Apartments, LLC / 813-288-6988	Y	101	101	2/18/2015	Issued 2017	N
71	Jackson Heights Tampa, FL	SP JH Apartments LLC / 813-288-6988	Y	111	111	2/12/2015	Issued 2016	N
72	Palms West West Palm Beach, FL	SP West Palm LP / 813-288-6988	Y	290	290	1/12/2015	Issued 2015	N
73	The Crossings of Indian Run Stuart, FL	SP Crossings LLC / 813-288-6988	Y	344	344	11/21/2014	Issued 2016	N
74	Rivard Central Yakima, WA	VBT Rivard Central LP/253-460-3000	Y	64	64	10/29/2014	Issued 2015	N
75	Clearwater Apts Clearwater, FL	SP Clearwater Apartments LLC / 813-288-6988	Y	90	90	8/27/2014	Issued 2017	N
76	Friendship Village Kansas City, MO	SY Friendship Village Investors, LP / 816-561-4240	N	145	145	5/1/2014	Issued 2015	N
77	Central Court Tampa, FL	SP Central Court 2012 LP / 813-288-6988	N	68	68	11/20/2013	Issued 2014	N
78	Broward Gardens Ft. Lauderdale, FL	SP Broward Gardens LP / 813-288-6988	Y	96	96	11/6/2013	Issued 2015	N
79	Pine Creek Village Ft. Pierce, FL	SP Pine Creek Village LP / 813-288-6988	Y	107	107	11/1/2013	Issued 2015	N
80	Sunrise Apts Tallahassee, FL	SP Sunrise LP / 813-288-6988	Y	99	99	10/22/2013	Issued 2014	N

2nd PAGE TOTAL: 4,351 4,351

GRAND TOTAL: 8,435 8,435

LIHTC as % of
100% Total Unit

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
81	Foxwood Apts Panama City, FL	Foxwood Acquisition Partners LP / 813-288-6988	Y	100	100	6/27/2013	Issued 2014	N
82	University Plaza Jacksonville, FL	SP University LP / 813-288-6988	Y	120	120	11/14/2012	Issued 2013	N
83	Spruce Street II Apts Yakima, WA	VBC Spruce Street II LP / 253-460-3000	N	36	36	7/25/2012	Issued 2013	N
84	North Lake Apartments North Sioux City, SD	VB Northlake LP / 253-460-3000	N	40	40	4/12/2012	Issued 2013	N
85	Hilltop Village Jacksonville, FL	SP Hilltop Village LP / 813-288-6988	Y	200	200	1/1/2012	Issued 2013	N
86	BCC Miami, FL	SP BCC LP / 813-288-6988	Y	104	104	12/8/2011	Issued 2013	N
87	Lincoln Fields Miami, FL	SP Lincoln Fields LP / 813-288-6988	Y	213	213	10/21/2011	Issued 2013	N
88	Crossroads Orlando, FL	SP Crossroads LP / 813-288-6988	Y	94	94	6/1/2011	Issued 2012	N
89	Silver Oaks Tampa, FL	SP Johnson Kenneth LP / 813-288-6988	Y	200	200	4/1/2011	Issued 2013	N
90	Viola I Yakima, WA	VBC Viola Limited Partnership / 253-460-3000	N	26	26	2/12/2011	Issued 2011	N
91	Spruce Street Apts Yakima, WA	VBC Spruce Street LP / 253-460-3000	N	26	26	10/7/2010	Issued 2011	N
92	City Place Sr Living St. Petersburg, FL	SP Burlington Senior LP / 813-288-6988	Y	82	82	8/31/2010	Issued 2011	N
93	Highland Palms Avon Park, FL	SP Highlands LP / 813-288-6988	Y	52	52	2/1/2010	Issued 2010	N
94	Westminster Oaks Springfield, VA	SP Springfield LP / 813-288-6988	Y	50	50	12/23/2009	Issued 2011	N
95	Locust Manor Jamaica, NY	LMSR LP / 813-288-6988	Y	58	58	2/26/2009	Issued 2009	N
96	Palm Gardens Lake Worth, FL	SP Palm Garden LP / 813-288-6988	Y	80	80	12/31/2008	Issued 2009	N
97	Gadsden Arms Quincy, FL	SP Gadsden Preservation Partners LP / 813-288-6988	Y	100	100	12/31/2008	Issued 2009	N
98	La Vista Oaks Tampa, FL	SP St. James LP / 813-288-6988	Y	124	124	12/31/2008	Issued 2009	N
99	Henderson Court Bloomington, IN	SY Henderson Court Investors / 816-561-4240	Y	150	150	12/31/2008	Issued 2009	N
100	Jefferson Lakes I Baton Rouge, LA	SP Jefferson lakes I LP / 813-288-6988	Y	296	296	12/31/2008	Issued 2009	N
101	Crestview Terrace Ellensburg, WA	VBC Crestview Terrace LP / 253-460-3000	N	168	168	12/3/2008	Issued 2009	N
102	Falls Park Apts. Sioux Falls, SD	VB Falls Park LP / 253-460-3000	N	74	74	8/26/2008	Issued 2009	N
103	Evergreen Tampa, FL	DP Evergreen Manor LP / 813-288-6988	Y	40	40	12/31/2007	Issued 2008	N
104	Lexington Lexington, MO	Lexington Gardens LP / 816-561-4240	Y	48	48	12/31/2007	Issued 2008	N
105	Pinewood Pointe Jacksonville, FL	SP Pinewood LP / 813-288-6988	Y	136	136	12/31/2007	Issued 2008	N
106	Orchard West Tacoma, WA	VBC Orchard West LP / 253-460-3000	N	26	26	12/20/2007	Issued 2008	N
107	Rapid Creek Rapid City, SD	VB Rapid Creek LP / 253-460-3000	N	54	54	12/20/2007	Issued 2008	N
108	Terreview Pullman, WA	VBC Terre View LP / 253-460-3000	N	26	26	10/24/2007	Issued 2008	N
109	Vizcaya Santo Mario, CA	VBC Vizcaya LP / 253-460-3000	Y	236	236	10/1/2007	Issued 2008	N
110	Southcreek II Centralia, WA	VBC Cooks Hill LP / 253-460-3000	N	52	52	8/31/2007	Issued 2008	N
111	Hilltop Apts. Wenatchee, WA	YBC Hilltop Housing LP / 253-460-3000	N	26	26	6/27/2007	Issued 2007	N
112	Claudell Lane Phase II Columbia, MO	SY Claudell Lone Phase II / 816-561-4240	Y	20	20	12/31/2006	Issued 2006	N
113	Hampton Ridge Jacksonville, FL	SP Hartwood LP / 813-288-6988	Y	110	110	12/31/2006	Issued 2008	N
114	Crownpointe Olympia, WA	YBC Crownpointe LP / 253-460-3000	N	160	160	12/31/2006	Issued 2007	N
115	Orchard Heights Tacoma, WA	VBC Orchard Heights LP / 253-460-3000	N	26	26	12/22/2006	Issued 2007	N
116	East Ridge Yakima, WA	YBC Eastridge LP / 253-460-3000	N	26	26	10/9/2006	Issued 2007	N
117	Falls Terrace Sioux Falls, SD	VB Falls Terrace LP / 253-460-3000	N	62	62	8/14/2006	Issued 2007	N
118	Tower Sioux Falls, SD	VB Tower LP / 253-460-3000	N	47	47	6/1/2006	Issued 2006	N
119	Overland Park Overland Park, KS	SP-Y Overland Park LP / 816-561-4240	Y	60	60	6/1/2006	Issued 2007	N
120	Chestnut Court Yakima, WA	VBC Chestnut Court LP / 253-460-3000	N	26	26	3/13/2006	Issued 2007	N

3rd PAGE TOTAL: 3,574 3,574

GRAND TOTAL: 12,009 12,009

LIHTC as % of Total Unit 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
121	Lakewood Apts. Columbia, MO	SY Lakewood Investors LP/816-561-4240	Y	100	100	3/1/2006	Issued 2007	N
122	Landmark Tower Liberty, MO	SY Landmark Investors LP/816-561-4240	Y	64	64	12/31/2005	Issued 2006	N
123	Place One Richmond, VA	SP Place One LP/ 813-288-6988	Y	114	114	12/20/2005	Issued 2006	N
124	New York Avenue Atlantic City, NJ	SP New York Avenue Urban Renew LP / 813-288-6988	Y	150	150	12/15/2005	Issued 2006	N
125	Bridgeport Kansas City, MO	SY Bridgeport Investors LP/816-561-4240	Y	232	232	10/30/2005	Issued 2005	N
126	Chaparral Apts. II Moses lake, WA	VBC Chaparral II LP/253-460-3000	N	26	26	10/27/2005	Issued 2006	N
127	Wescott Sunnyside, WA	VBC Wescott LP/253-460-3000	N	26	26	9/29/2005	Issued 2006	N
128	Claudell Lane Phase I Columbia, MO	SY Claudell Lone Phase II/816-561-4240	Y	20	20	9/1/2005	Issued 2006	N
129	Parkview Quincy, WA	VBC Parkview Housing LP/253-460-3000	N	26	26	6/10/2005	Issued 2006	N
130	Congress Park II Washington, D.C.	S.E. Washington Developers LP / 813-288-6988	Y	214	214	4/30/2005	Issued 2005	N
131	Autumn House Marysville, MO	SP-Y Autumn House LP/816-561-4240	Y	50	50	12/31/2004	Issued 2004	N
132	Overbrook Merriam, KS	SP-Y Overbrook Investors/816-561-4240	Y	70	70	12/31/2004	Issued 2005	N
133	Jefferson Manor Kansas City, MO	SY Jefferson Manor LP/816-561-4240	Y	87	87	12/31/2004	Issued 2004	N
134	Old Oak Tree Independence, MO	SY Old Oak Tree Investors/816-561-4240	Y	126	126	12/31/2004	Issued 2005	N
135	Sunridge Townhomes Sunnyside, WA	VBC Sunridge LP/253-460-3000	N	21	21	12/28/2004	Issued 2005	N
136	Timuquana Jacksonville, FL	SP Timuquana LP/ 813-288-6988	Y	100	100	12/16/2004	Issued 2005	N
137	Sunset Townhomes Newton, KS	SY Sinsel Investors LP/816-561-4240	Y	50	50	7/31/2004	Issued 2005	N
138	Columbia Square Columbia, MO	SY Columbia Square Investors/816-561-4240	Y	128	128	3/1/2004	Issued 2004	N
139	Southcreek Centralia, WA	VBC Centralia Housing LP/253-460-3000	N	52	52	2/27/2004	Issued 2005	N
140	Third Avenue Quincy, WA	VBC Quincy Housing LP/253-460-3000	N	26	26	1/30/2004	Issued 2005	N
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3rd PAGE TOTAL: 1,682 1,682

GRAND TOTAL: 13,691 13,691

LIHTC as % of
100% Total Unit

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Northwood Village Apartments
 Name of Applicant: SP Northwood LLC

INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: Scott Seckinger Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of the line of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 The Arbors Panama City, FL	SP Bluffs LLC / 813-288-6988	Y	138	138	Pending	Pending	N
2 Watagua Orlando, FL	Watagua Affordable LLC / 813-288-6988	Y	216	216	Pending	Pending	N
3 Riverbend Radford, VA	SP River Bend LLC / 813-288-6988	Y	60	60	10/30/2020	Est 3/2024	N
4 Pembroke Tower II Pembroke Pines, FL	SP Tower II LLC / 813-288-6988	Y	88	88	Est 2023	Pending	N
5 Bridge Plaza Apts Panama City Beach FL	SP Plaza LLC / 813-288-6988	Y	102	102	Est 2023	Pending	N
6 Jackson Forest Tallahassee FL	SP Forest LLC / 813-288-6988	Y	105	105	Est 2022	Pending	N
7 Timuquana Park, Jacksonville, FL	Timuquana Affordable LLC/8132886988	Y	100	100	11/30/2021	Pending	N
8 Tampa Heights, Tampa, FL	SP TH Apartments LCC/813-288-6988	Y	36	36	12/31/2021	Pending	N
9 The Sands at St.Lucie, Ft. Pierce, FL	SP Sands LLC/813-288-6988	Y	320	320	Est.2022	Pending	N
10 Parrish Oaks II, Parrish, FL	SP Braden LLC/813-288-698	Y	48	48	Est. 2022	Pending	N
11 Mango Terrace, Seffner, FL	SP Terrace LLC/813-288-6988	Y	105	105	Est.2022	Pending	N
12 Palm Port, North Port, FL	SP Port LLC/813-288-6988	Y	126	126	Est. 2022	Pending	N
13 Parrish Oaks Parrish, FL	SP Oaks LLC/813-288-6988	Y	120	120	Est.2022	Pending	N
14 Palmetto Pointe, Pinellas Park, FL	SP Pinellas LLC / 813-288-6988	Y	82	82	3/31/2021	Pending	N
15 Delphin Downs, Pensacola, FL	SP Downs LLC / 813-288-6988	Y	72	72	10/31/2020	Issued 2021	N
16 Woodlawn Trail, Clearwater, FL	SP Trail LLC / 813-288-6988	Y	80	80	5/30/2020	Issued 2021	N
17 Laburnum Gardens, Valrico, FL	SP Gardens LLC / 813-288-6988	Y	81	81	6/2/2019	Issued 2022	N
18 Calusa Estates, Belle Glade, FL	SP Court LLC / 813-288-6988	Y	114	114	9/30/2019	Issued 2022	N
19 Brookstone Senior, Tallahassee, FL	Brookstone LP / 813-288-6988	Y	108	108	12/31/2019	Issued 2020	N
20 Mallards Landing, Palm Beach, FL	SP Mallards Landing LLC / 813-288-6988	Y	163	163	12/18/2019	Pending	N
21 Fairfax Village, Radford, VA	SP Fairfax Cambridge LLC / 813-288-6988	N	40	40	11/22/2019	5/12/2022	N
22 Cambridge Square, Blacksburg, VA	SP Cambridge LLC / 813-288-6988	N	40	40	11/22/2019	8/4/2022	N
23 Laurel Ridge, Hillsville, VA	SP Laurel Ridge LLC / 813-288-6988	N	56	56	11/1/2019	3/31/2023	N
24 Pembroke Tower, Pembroke Pines, FL	SP Tower LLC / 813-288-6988	Y	100	100	9/24/2019	Pending	N
25 Lake Wales Gardens, Lake Wales, FL	SP Lake LLC / 813-288-6988	Y	96	96	9/19/2019	Pending	N
26 Daytona Gardens, Daytona, FL	SP Daytona LLLP / 813-288-6988	Y	230	230	7/30/2019	Pending	N
27 Harold House, Jacksonville, FL	SP HH Apartments LLC / 813-288-6988	Y	80	80	7/23/2019	Issued 2021	N
28 Country Village, Jefferson City, TN	SP TN Country Village LLC / 813-288-6988	Y	140	140	4/25/2019	Pending	N
29 Choctaw Village, St. Walton Beach, FL	SP Village LLC / 813-288-6989	Y	48	48	3/28/2019	Pending	N
30 Ridgewood, Winterhaven, FL	Ridgewood Affordable LLC / 813-288-6988	Y	36	36	3/30/2018	Issued 2021	N
31 Jacksonville Townhouses, Jacksonville, FL	SP Jax Apartments LLC / 813-288-6988	Y	250	250	3/29/2018	Pending	N
32 Lummus Park Manor, Miami, FL	SP Manor LLC / 813-288-6988	Y	51	51	3/20/2018	Issued 2020	N
33 Lake Mangonia, West Palm Beach, FL	Palm Grove Affordable LLC / 813-288-6988	Y	150	150	2/27/2018	Issued 2021	N
34 Chipola Apartments, Mariana, FL	SP CA Apartments LLC / 813-288-6988	Y	48	48	2/14/2018	Issued 2021	N
35 Seminole Gardens Sanford, FL	SP SG Apartments LLC / 813-288-6988	Y	108	108	12/31/2017	Issued 2019	N
36 Cedar Park, Lake City, FL	SP Park LLC / 813-288-6988	Y	72	72	12/19/2017	Issued 2020	N
37 Columbus Court Tampa, FL	SP CC Apartments LLC / 813-288-6988	Y	160	160	10/31/2017	Issued 2019	N
38 Hickory Knot Ocala, FL	SP HK Apartments LLC / 813-288-6988	Y	96	96	10/20/2017	Issued 2019	N
39 Oakwood Villa, Jacksonville, FL	SP OV Apartments LLC / 813-288-6988	Y	200	200	6/30/2017	Issued 2021	N
40 Wedgewood Apartments Palm Beach, FL	SP Preservation II LLC / 813-288-6988	Y	80	80	6/30/2017	Issued 2020	N

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

1st PAGE
 TOTAL: 4,345 4,345

LIHTC as % of
 Total Units
 100%
 v.2024.1

List of LIHTC Developments (Schedule A)

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
41	Pinewood Apartments Athens, GA	SP Pinewood LP / 813-288-6988	Y	90	90	6/15/2017	Issued 2018	N
42	Berkley Pointe Ocala, FL	SP SM Apartments LLC / 813-288-6988	Y	160	160	5/20/2017	43339	N
43	Majestic Oaks Gainesville, FL	SP MO Apartments LLC / 813-288-6988	Y	172	172	4/31/2017	Issued 2020	N
44	Timberwood Trace Jacksonville, FL	SP TT Apartments LLC / 813-288-6988	Y	224	224	2/30/2017	Issued 2018	N
45	Cumberland Oaks St. Marys, GA	SP Cumberland LLC / 813-288-6988	Y	154	154	12/31/2016	Issued 2019	N
46	Garden Trail Clearwater, FL	Garden Trail Apartments 2013 LLC / 813-288-6988	Y	76	76	10/31/2016	Issued 2018	N
47	Hampton Villa Jacksonville, FL	SP HV Apartments LLC / 813-288-6988	Y	60	60	9/30/2016	Issued 2018	N
48	Orangewood Village Ft. Pierce, FL	Apartments LLC / 813-2	Y	60	60	3/31/2016	Issued 2017	N
49	Parkside Commons Pinellas Park, FL	SP Parkside Commons LLC / 813-288-6988	Y	60	60	11/25/2015	Issued 2017	N
50	Brookfiled Mews, Tifton, GA	ervation LLC / 813-288	Y	120	120	10/28/2015	Issued 2019	N
51	Brookside Village Ft. Myers, FL	SP BV Apartments LLC / 813-288-6988	Y	50	50	9/25/2015	Issued 2017	N
52	Stevens Duval Jacksonville, FL	SP SD Apartments LLC / 813-288-6988	Y	52	52	9/15/2015	Issued 2017	N
53	Harbor Court Haines City, FL	SP HC Apartments LLC / 813-288-6988	Y	64	64	7/21/2015	Issued 2017	N
54	Georgia Arms Sanford, FL	SP GA Apartments LLC / 813-288-6988	Y	90	90	4/30/2015	Issued 2016	N
55	Caravel Arms Lauderdale Lake, FL	SP Caravel Apartments LLC / 813-288-6988	Y	110	110	2/20/2015	Issued 2016	N
56	400 Apartments Gainesville, FL	GE4 Apartments, LLC / 813-288-6988	Y	101	101	2/18/2015	Issued 2017	N
57	Jackson Heights Tampa, FL	SP JH Apartments LLC / 813-288-6988	Y	111	111	2/12/2015	Issued 2016	N
58	Palms West West Palm Beach, FL	SP West Palm LP / 813-288-6988	Y	290	290	1/12/2015	Issued 2015	N
59	The Crossings at Indian Run Stuart, FL	SP Crossings LLC / 813-288-6988	Y	344	344	11/21/2014	Issued 2016	N
60	Clearwater Apts Clearwater, FL	SP Clearwater Apartments LLC / 813-288-6988	Y	90	90	8/27/2014	Issued 2017	N
61	Central Court Tampa, FL	SP Central Court 2012 LP / 813-288-6988	N	68	68	11/20/2013	Issued 2014	N
62	Broward Gardens Ft. Lauderdale, FL	SP Broward Gardens LP / 813-288-6988	Y	96	96	11/6/2013	Issued 2015	N
63	Pine Creek Village Ft. Pierce, FL	SP Pine Creek Village LP / 813-288-6988	Y	107	107	11/1/2013	Issued 2015	N
64	Sunrise Apts Tallahassee, FL	SP Sunrise LP / 813-288-6988	Y	99	99	10/22/2013	Issued 2014	N
65	Foxwood Apts Panama City, FL	Foxwood Acquisition Partners LP / 813-288-6988	Y	100	100	6/27/2013	Issued 2014	N
66	University Plaza Jacksonville, FL	SP University LP / 813-288-6988	Y	120	120	11/14/2012	Issued 2013	N
67	Lincoln Fields Miami, FL	SP Lincoln Fields LP / 813-288-6988	Y	213	213	10/21/2011	Issued 2013	N
68	Hampton Ridge Jacksonville, FL	SP Hartwood LP / 813-288-6988	Y	110	110	12/31/2006	Issued 2008	N
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2nd PAGE TOTAL: 3,391 3,391

GRAND TOTAL: 7,736 7,736

LIHTC as % of
100% Total Unit

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Northwood Village Apartments
 Name of Applicant: SP Northwood LLC

INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: Michael Molinari Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
 Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of the line of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 The Arbors Panama City, FL	SP Bluffs LLC / 813-288-6988	Y	138	138	Pending	Pending	N
2 Watagua Orlando, FL	Watagua Affordable LLC / 813-288-6988	Y	216	216	Pending	Pending	N
3 Riverbend Radford, VA	SP River Bend LLC / 813-288-6988	Y	60	60	10/30/2020	Est 3/2024	N
4 Pembroke Tower II Pembroke Pines, FL	SP Tower II LLC / 813-288-6988	Y	88	88	Est 2023	Pending	N
5 Bridge Plaza Apts Panama City Beach FL	SP Plaza LLC / 813-288-6988	Y	102	102	Est 2023	Pending	N
6 Jackson Forest Tallahassee FL	SP Forest LLC / 813-288-6988	Y	105	105	Est 2022	Pending	N
7 Timuquana Park, Jacksonville, FL	Timuquana Affordable LLC/8132886988	Y	100	100	11/30/2021	Pending	N
8 Tampa Heights, Tampa, FL	SP TH Apartments LCC/813-288-6988	Y	36	36	12/31/2021	Pending	N
9 The Sands at St.Lucie, Ft. Pierce, FL	SP Sands LLC/813-288-6988	Y	320	320	Est.2022	Pending	N
10 Parrish Oaks II, Parrish, FL	SP Braden LLC/813-288-6988	Y	48	48	Est. 2022	Pending	N
11 Mango Terrace, Seffner, FL	SP Terrace LLC/813-288-6988	Y	105	105	Est.2022	Pending	N
12 Palm Port, North Port, FL	SP Port LLC/813-288-6988	Y	126	126	Est. 2022	Pending	N
13 Parrish Oaks Parrish, FL	SP Oaks LLC/813-288-6988	Y	120	120	Est.2022	Pending	N
14 Palmetto Pointe, Pinellas Park, FL	SP Pinellas LLC / 813-288-6988	Y	82	82	3/31/2021	Pending	N
15 Delphin Downs, Pensacola, FL	SP Downs LLC / 813-288-6988	Y	72	72	10/31/2020	Issued 2021	N
16 Woodlawn Trail, Clearwater, FL	SP Trail LLC / 813-288-6988	Y	80	80	5/30/2020	Issued 2021	N
17 Laburnum Gardens, Valrico, FL	SP Gardens LLC / 813-288-6988	Y	81	81	6/2/2019	Issued 2022	N
18 Calusa Estates, Belle Glade, FL	SP Court LLC / 813-288-6988	Y	114	114	9/30/2019	Issued 2022	N
19 Brookstone Senior, Tallahassee, FL	Brookstone LP / 813-288-6988	Y	108	108	12/31/2019	Issued 2020	N
20 Mallards Landing, Palm Beach, FL	SP Mallards Landing LLC / 813-288-6988	Y	163	163	12/18/2019	Pending	N
21 Fairfax Village, Radford, VA	SP Fairfax Cambridge LLC / 813-288-6988	N	40	40	11/22/2019	5/12/2022	N
22 Cambridge Square, Blacksburg, VA	SP Cambridge LLC / 813-288-6988	N	40	40	11/22/2019	8/4/2022	N
23 Laurel Ridge, Hillsville, VA	SP Laurel Ridge LLC / 813-288-6988	N	56	56	11/1/2019	3/31/2023	N
24 Pembroke Tower, Pembroke Pines, FL	SP Tower LLC / 813-288-6988	Y	100	100	9/24/2019	Pending	N
25 Lake Wales Gardens, Lake Wales, FL	SP Lake LLC / 813-288-6988	Y	96	96	9/19/2019	Pending	N
26 Daytona Gardens, Daytona, FL	SP Daytona LLLP / 813-288-6988	Y	230	230	7/30/2019	Pending	N
27 Harold House, Jacksonville, FL	SP HH Apartments LLC / 813-288-6988	Y	80	80	7/23/2019	Issued 2021	N
28 Country Village, Jefferson City, TN	SP TN Country Village LLC / 813-288-6988	Y	140	140	4/25/2019	Pending	N
29 Choctaw Village, St. Walton Beach, FL	SP Village LLC / 813-288-6988	Y	48	48	3/28/2019	Pending	N
30 Ridgewood, Winterhaven, FL	Ridgewood Affordable LLC / 813-288-6988	Y	36	36	3/30/2018	Issued 2021	N
31 Jacksonville Townhouses, Jacksonville, FL	SP Jax Apartments LLC / 813-288-6988	Y	250	250	3/29/2018	Pending	N
32 Lummus Park Manor, Miami, FL	SP Manor LLC / 813-288-6988	Y	51	51	3/20/2018	Issued 2020	N
33 Lake Mangonia, West Palm Beach, FL	Palm Grove Affordable LLC / 813-288-6988	Y	150	150	2/27/2018	Issued 2021	N
34 Chipola Apartments, Mariana, FL	SP CA Apartments LLC / 813-288-6988	Y	48	48	2/14/2018	Issued 2021	N
35 Seminole Gardens Sanford, FL	SP SG Apartments LLC / 813-288-6988	Y	108	108	12/31/2017	Issued 2019	N
36 Cedar Park, Lake City, FL	SP Park LLC / 813-288-6988	Y	72	72	12/19/2017	Issued 2020	N
37 Columbus Court Tampa, FL	SP CC Apartments LLC / 813-288-6988	Y	160	160	10/31/2017	Issued 2019	N
38 Hickory Knot Ocala, FL	SP HK Apartments LLC / 813-288-6988	Y	96	96	10/20/2017	Issued 2019	N
39 Oakwood Villa, Jacksonville, FL	SP OV Apartments LLC / 813-288-6988	Y	200	200	6/30/2017	Issued 2021	N
40 Wedgewood Apartments Palm Beach, FL	SP Preservation II LLC / 813-288-6988	Y	80	80	6/30/2017	Issued 2020	N

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

1st PAGE
 TOTAL: 4,345 4,345

LIHTC as % of
 Total Units
 100%
 v.2024.1

List of LIHTC Developments (Schedule A)

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
41	Pinewood Apartments Athens, GA	SP Pinewood LP / 813-288-6988	Y	90	90	6/15/2017	Issued 2018	N
42	Berkley Pointe Ocala, FL	SP SM Apartments LLC / 813-288-6988	Y	160	160	5/20/2017	43339	N
43	Majestic Oaks Gainesville, FL	SP MO Apartments LLC / 813-288-6988	Y	172	172	4/31/2017	Issued 2020	N
44	Timberwood Trace Jacksonville, FL	SP TT Apartments LLC / 813-288-6988	Y	224	224	2/30/2017	Issued 2018	N
45	Cumberland Oaks St. Marys, GA	SP Cumberland LLC / 813-288-6988	Y	154	154	12/31/2016	Issued 2019	N
46	Garden Trail Clearwater, FL	Garden Trail Apartments 2013 LLC / 813-288-6988	Y	76	76	10/31/2016	Issued 2018	N
47	Hampton Villa Jacksonville, FL	SP HV Apartments LLC / 813-288-6988	Y	60	60	9/30/2016	Issued 2018	N
48	Orangewood Village Ft. Pierce, FL	Apartments LLC / 813-2	Y	60	60	3/31/2016	Issued 2017	N
49	Parkside Commons Pinellas Park, FL	SP Parkside Commons LLC / 813-288-6988	Y	60	60	11/25/2015	Issued 2017	N
50	Brookfiled Mews, Tifton, GA	SP Preservation LLC / 813-288-6988	Y	120	120	10/28/2015	Issued 2019	N
51	Brookside Village Ft. Myers, FL	SP BV Apartments LLC / 813-288-6988	Y	50	50	9/25/2015	Issued 2017	N
52	Stevens Duval Jacksonville, FL	SP SD Apartments LLC / 813-288-6988	Y	52	52	9/15/2015	Issued 2017	N
53	Harbor Court Haines City, FL	SP HC Apartments LLC / 813-288-6988	Y	64	64	7/21/2015	Issued 2017	N
54	Georgia Arms Sanford, FL	SP GA Apartments LLC / 813-288-6988	Y	90	90	4/30/2015	Issued 2016	N
55	Caravel Arms Lauderdale Lake, FL	SP Caravel Apartments LLC / 813-288-6988	Y	110	110	2/20/2015	Issued 2016	N
56	400 Apartments Gainesville, FL	GE4 Apartments, LLC / 813-288-6988	Y	101	101	2/18/2015	Issued 2017	N
57	Jackson Heights Tampa, FL	SP JH Apartments LLC / 813-288-6988	Y	111	111	2/12/2015	Issued 2016	N
58	Palms West West Palm Beach, FL	SP West Palm LP / 813-288-6988	Y	290	290	1/12/2015	Issued 2015	N
59	The Crossings at Indian Run Stuart, FL	SP Crossings LLC / 813-288-6988	Y	344	344	11/21/2014	Issued 2016	N
60	Clearwater Apts Clearwater, FL	SP Clearwater Apartments LLC / 813-288-6988	Y	90	90	8/27/2014	Issued 2017	N
61	Central Court Tampa, FL	SP Central Court 2012 LP / 813-288-6988	N	68	68	11/20/2013	Issued 2014	N
62	Broward Gardens Ft. Lauderdale, FL	SP Broward Gardens LP / 813-288-6988	Y	96	96	11/6/2013	Issued 2015	N
63	Pine Creek Village Ft. Pierce, FL	SP Pine Creek Village LP / 813-288-6988	Y	107	107	11/1/2013	Issued 2015	N
64	Sunrise Apts Tallahassee, FL	SP Sunrise LP / 813-288-6988	Y	99	99	10/22/2013	Issued 2014	N
65	Foxwood Apts Panama City, FL	Foxwood Acquisition Partners LP / 813-288-6988	Y	100	100	6/27/2013	Issued 2014	N
66	University Plaza Jacksonville, FL	SP University LP / 813-288-6988	Y	120	120	11/14/2012	Issued 2013	N
67	Lincoln Fields Miami, FL	SP Lincoln Fields LP / 813-288-6988	Y	213	213	10/21/2011	Issued 2013	N
68	Hampton Ridge Jacksonville, FL	SP Hartwood LP / 813-288-6988	Y	110	110	12/31/2006	Issued 2008	N
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2nd PAGE TOTAL: 3,391 3,391

GRAND TOTAL: 7,736 7,736

LIHTC as % of Total Unit 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Northwood Village Apartments
 Name of Applicant: SP Northwood LLC

INSTRUCTIONS:

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: PJ Hornik Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Riverbend Radford, VA	SP River Bend LLC / 813-288-6988	N	60	60	10/30/2020	Est 3/2024	N
2	Laurel Ridge, Hillsville, VA	SP Laurel Ridge LLC / 813-288-6988	N	56	56	11/1/2019	3/31/2023	N
3	Cambridge Square, Blacksburg, VA	SP Cambridge LLC / 813-288-6988	N	40	40	11/22/2019	8/4/2022	N
4	Fairfax Village, Radford, VA	SP Fairfax Cambridge LLC / 813-288-6988	N	40	40	11/22/2019	5/12/2022	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Tab E:

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

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION is dated effective as of March 5, 2024, by and between Southport Financial Real Estate LLC, a Florida limited liability company ("**Assignor**"), and SP Northwood LLC, a Florida limited liability company ("**Assignee**").

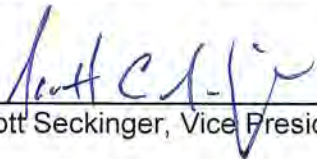
Emporia, Limited, a Virginia limited partnership ("**Seller**"), and Assignor, as Purchaser, entered into that certain Purchase and Sale Agreement dated November 2, 2023 (the "**PSA**"), concerning the real property known as Northwood Village Apartments, aka Northwoods Village Apartments, in Greensville County, Virginia (the "**Property**").

Assignor hereby assigns to Assignee all of its right, title and interest in and to the PSA. This Assignment includes, without limitation, all of Assignor's rights to the Deposits under the PSA. Assignee hereby accepts such assignment and hereby assumes all of the obligations of Assignor under the PSA.

This Assignment may be executed in a number of identical counterparts. Delivery of a facsimile, scanned, or other copy of a signed version of this Assignment has the same effect as delivery of an original. Delivery by electronic transmission such as email or facsimile shall be deemed effective delivery of a copy.

ASSIGNOR:

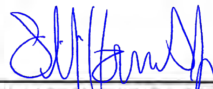
Southport Financial Real Estate LLC,
a Florida limited liability company

By: 
Scott Seckinger, Vice President

ASSIGNEE:

SP Northwood LLC,
a Florida limited liability company

By: SP Northwood Manager LLC,
a Florida limited liability company, Manager

By: 
PJ Hornik, Vice President

PURCHASE AND SALE AGREEMENT

(Northwood Village Apartments, aka Northwoods Village Apartments)

This Purchase and Sale Agreement ("**Agreement**") is entered into as of November 2, 2023 ("**Effective Date**"), by and between Southport Financial Real Estate LLC, a Florida limited liability company, its successors and/or assigns ("**Purchaser**"), and Emporia, Limited, a Virginia limited partnership ("**Seller**").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Real Property**" or "**Land**" means that certain real property located at 300 Bethune Square, Emporia, Greensville County, Virginia, legally described on Exhibit A, on which is located a 72-unit apartment complex, together with any and all rights, easements, and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way.

1.2. "**Property**" means the "**Land**", as well as the "**Improvements**", "**Personal Property**", and "**Intangible Property**" defined and described on Exhibit B.

1.3. "**Purchase Price**" means US Two Million Eight Hundred Eighty Thousand Dollars (\$2,880,000.00).

1.4. "**Escrow Agent**" and "**Title Company**" means First American Title Insurance Company, National Commercial Services, Attn: Stephen A. Meli, Esq., Senior Underwriting Counsel, 1850 K Street NW, Suite 1225, Washington, DC 20006, SMeli@firstam.com, Mobile: 202-666-8855.

1.5. "**Deposit**" or "**Deposits**" means an initial amount of \$10,000.00, plus, when paid, any other amounts designated as a Deposit or Deposits in this Agreement.

1.6. "**Contingency Review Period**" means the period commencing on the Effective Date and ending on the later of (i) April 1, 2024, or (ii) the date which is thirty (30) days from the date the Property Documents are provided to Purchaser, by Seller, as set forth in Section 5.

1.7. "**Allocation Contingency Period**" means the period commencing on the Effective Date and ending on July 31, 2024.

1.8. "**Allocation**" means an allocation of Low-Income Housing Tax Credits from the Virginia Housing Development Authority.

1.9. "**Agency**" means either VHDA, HUD, or RD, as applicable.

1.10. "**VHDA**" means Virginia Housing Development Authority.

1.11. "**HUD**" means U.S. Department of Housing and Urban Development.

1.12. "**RD**" means U.S. Department of Agriculture, Rural Development.

1.13. "**Regulatory Approval Period**" means the period commencing on the Effective Date and ending on December 31, 2024.

1.14. "**Regulatory Approval**" means all approvals from each Agency as may be legally required for the sale of the Property to Purchaser, and, changing the property management company, and the subordination of any regulatory agreements in connection with the Purchaser's acquisition financing.

1.15. **“Closing Date”** means the date which is thirty (30) days after Purchaser’s receipt of the Regulatory Approval, as may be extended pursuant to Section 12. If the Closing Date above provided for falls on a Saturday, Sunday or legal holiday, the Closing Date shall be on the next business day.

1.16. **“Transaction”** means the purchase and sale of the Property pursuant to this Agreement.

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The Purchase Price shall be payable in full at Closing. All payments from Purchaser shall be via wire transfer of collected federal funds.

4. **Deposit.** On or before five (5) business days after the Effective Date, Purchaser shall deposit with Escrow Agent the Deposit and the parties shall execute and deliver to Escrow Agent the Escrow Agreement in Escrow Agent’s customary form. The Deposits paid shall be held in an interest or non-interest bearing account with the Escrow Agent, invested according to Escrow Agent’s standard practice, (if interest bearing, investment in the interest bearing account shall commence upon Purchaser’s delivery to Escrow Agent of a W-9 and any other documents customarily and reasonably required by Escrow Agent’s financial institution to open interest-bearing accounts), and disbursed in accordance with the terms, conditions and provisions of this Agreement. The Deposits paid shall be applied towards the Purchase Price at Closing. The Deposits shall include any interest earned thereon.

5. **Property Documents.** Commencing on the Effective Date, Seller agrees to provide to Purchaser copies of the printed and electronic documents and information (**“Property Documents”**) relating to the Property in the possession or control of Seller and/or Seller’s agents, including, but not limited to, those matters described on Exhibit C attached hereto (but only to the extent in the possession or control of Seller and/or Seller’s agents). Updated Property Documents will be provided by Seller to Purchaser as updates become available. Seller may provide the Property Documents by: (a) delivery (including but not limited to delivery via email), (b) making available at the management office at the Property, and/or (c) making available for download via the internet. (Notwithstanding the foregoing, in no event shall Seller be required to disclose or provide to Purchaser the following information: attorney-client privileged information, proprietary information, confidential information, or private employee information, financial and tax information other than that listed on Exhibit C, previous agreements or proposals related to the sale of the Property, or appraisals or other valuation information.) If this Agreement is terminated, Purchaser shall, within five (5) days of the termination return all Property Documents to Seller and delete permanently all electronic copies.

6. **Title Policy.**

6.1. Within two (2) business days after the Effective Date, Purchaser shall order from the Title Company a commitment (**“Title Commitment”**) for the issuance of an ALTA Extended Coverage Owner’s Title Policy (**“Title Policy”**) at Closing to Purchaser. The Title Company shall be instructed to deliver a copy of the Title Commitment and copies of exceptions to Purchaser, Seller, and their counsel. Purchaser shall give Seller written notice (**“Purchaser’s Title Notice”**) on or before twenty (20) days after expiration of the Allocation Contingency Period as to whether the condition of title as set forth in the Title Commitment and/or any survey is or is not satisfactory, in Purchaser’s sole discretion. In the event that the condition of title is not acceptable, Purchaser shall specify and set forth each of such objections (**“Objections”**) in the Purchaser’s Title Notice. Seller shall notify Purchaser in writing (**“Seller’s Title Response”**) within ten (10) days of receipt of Purchaser’s Title Notice as to which Objections that Seller will not remove as of the Closing Date (**“Remaining Objections”**). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller’s Title Response: (i) accept title subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement, in which event any Deposits paid shall be immediately refunded to Purchaser. (In the event that Purchaser does not so notify Seller in writing within

five (5) days after Seller's Title Response, Purchaser shall be deemed to have accepted title subject to the Remaining Objections and the Remaining Objections shall be deemed to be waived for all purposes.) Any exceptions permitted on the Title Policy pursuant to this Section 6 are referred to herein as "**Permitted Exceptions**". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated with respect to the additional exceptions, with the Purchaser's Title Notice regarding the additional exceptions being due five (5) business days after the date that Purchaser receives the updated Title Commitment. Notwithstanding any of the provisions of this Section 6 to the contrary, if Purchaser fails to notify Seller that the condition of title as set forth in the Title Commitment and/or any survey is or is not acceptable within the times set forth herein, the parties hereby agree that the condition of title shall be deemed acceptable.

6.2. Liens securing any existing financing, and mechanic's liens, shall not be Permitted Exceptions. At Closing Seller shall cause the Title Company to pay such financing in full (including any prepayment penalties and defeasance fees) from Seller's sale proceeds, and to obtain a release of such liens. Other monetary liens shall be paid by Seller at Closing out of the sales proceeds, or out of pocket if the monetary liens exceed the sales proceeds.

6.3. All requirements in Schedule B, Section I of the Title Commitment relating to organizational documents and authority of Seller, provided such requirements are consistent with the requirements of the Seller's organizational documents, all mechanic's liens and Notices of Commencement, and all exceptions in Schedule B, Section II of the Title Commitment which may be removed with standard closing affidavits executed at Closing as provided in Section 13.2 shall be satisfied or deleted as the case may be by Seller at Closing without the necessity of Purchaser objecting to them.

6.4. In the event that the issuance of the Title Policy requires a new or updated ALTA Survey ("**Survey**") of the Property, Purchaser shall obtain such Survey and provide it to the Title Company within twenty days after the Allocation Contingency Period.

6.5. Purchaser's obligations hereunder are contingent upon the Title Company, at Closing, being irrevocably and unconditionally committed to issue to Purchaser the Title Policy in accordance with the title requirements listed in this Section 6 (subject only to payment of the premiums for the Title Policy), unless this contingency is not met due to Purchaser's failure to obtain the Survey as required in Section 6.4 or otherwise fail to meet the Title Company's requirements imposed on Purchaser for issuance of the Title Policy. If this contingency is not met on the Closing Date, this Agreement shall automatically terminate, in which event the Deposits paid shall be immediately refunded to Purchaser.

7. **Contingency Review Period.** Purchaser shall have until the expiration of the Contingency Review Period to review all aspects of the Property and the Transaction. In the event that Purchaser approves such review, Purchaser shall so notify Seller in writing ("**Purchaser's Approval Notice**") on or before expiration of the Contingency Review Period. In the event that Purchaser, on or before the time required by this Section 7, either: (a) does not provide the Purchaser's Approval Notice to Seller, or (b) notifies Seller in writing of Purchaser's disapproval of the Property and the Transaction, this Agreement shall automatically terminate as of the expiration of the Contingency Review Period, in which event the Deposits paid shall be immediately refunded to Purchaser.

8. **Inspections.** Purchaser and its agents shall be entitled to inspect the Property and conduct tests on the Improvements and the Land at any time or times prior to the Closing, upon at least one (1) business day's notice to Seller, in order to conduct the evaluations described in this Agreement (including without limitation, engineering studies, environmental site assessments, risk assessments, inspections for the presence of lead based paint and lead based paint hazards, evaluation of drainage and flood plain, borings and soil tests). The right granted to Purchaser to conduct the inspections is subject to the rights of any tenants of the Property with respect to any such inspection, and compliance with tenant leases and applicable laws, and to the inspections being conducted at reasonable times and accompanied by representatives of Seller. Any invasive testing shall be subject to Seller's prior written approval of a testing plan. No physical alteration of the Property is permitted, but if any physical alteration to the Property

occurs, any physical alteration of the Property in connection with Purchaser's study shall be restored by Purchaser immediately upon demand by Seller, at Purchaser's sole expense. Purchaser shall indemnify Seller against any loss, damage or claim resulting from Purchaser's inspections and tests, except any arising from the discovery of preexisting conditions (so long as Purchaser does not exacerbate any such condition). Purchaser shall not act as Seller's agent in connection with such activities and has no authority to allow any liens to encumber the Property. Purchaser shall not allow any liens to encumber the Property arising out of such activities, and shall indemnify and hold Seller harmless from and against any liens, costs, expenses (including attorneys' fees), claims, liabilities, and obligations arising in any way out of such activities by Purchaser, as well as Purchaser's employees and agents. Purchaser shall maintain commercial general liability insurance with respect to Purchaser's activities on the Property. Such liability insurance shall be on an occurrence basis and shall provide combined single limit coverage of not less than \$1,000,000 (per occurrence and in the aggregate) for bodily injury, death and property damage, by water or otherwise, and the deductible amount shall not exceed \$10,000. All policies of insurance to be kept and maintained in force under this Section 8 shall be obtained from good and solvent insurance companies reasonably satisfactory to Seller, and shall name Seller an additional insured. All non-public information obtained by Purchaser in connection with Purchaser's due diligence hereunder shall be confidential and will not be disclosed to third parties; provided, however, Purchaser may disclose such information to parties such as Purchaser's consultants, lenders, attorneys and investors. Notwithstanding anything to the contrary contained in this Agreement or in any addenda, amendments or modifications to this Agreement, Purchaser's obligations under this Section 8 shall survive the termination of this Agreement and/or Closing, and shall remain in full force and effect without time limitation until all of such obligations have been fully performed by Purchaser, and all amounts to be paid by Purchaser have been paid.

9. **Allocation Contingency.** Purchaser intends to apply to VHDA for an Allocation. Purchaser's obligations under this Agreement are expressly contingent upon Purchaser's determining, in Purchaser's sole discretion, that Purchaser has obtained the Allocation ("**Allocation Contingency**"). If Purchaser, in its sole discretion determines that it has obtained the Allocation, then Purchaser shall notify Seller in writing ("**Allocation Contingency Notice**") on or before the expiration of the Allocation Contingency Period, in which event the Deposit shall be increased by an additional \$15,000.00, for a total of \$25,000.00, within five (5) business days thereafter and all Deposits shall become non-refundable except as specifically provided in this Agreement. In the event that Purchaser does not provide the Allocation Contingency Notice to Seller on or before the time required by this Section 9, this Agreement shall automatically terminate as of the expiration of the Allocation Contingency Period, in which event the Deposits paid shall be immediately refunded to Purchaser.

10. **Regulatory Approval.** Purchaser's obligation to close the Transaction is expressly contingent upon Purchaser obtaining the Regulatory Approval, which may include, but not be limited to: (a) HUD 2530 clearance; (b) an assignment and assumption of and renewal of the existing Housing Assistance Payments Contract ("**HAP Contract**") affecting the Property on terms acceptable to Purchaser in its sole discretion; (c) approval as may be required by each Agency of the transfer of the Property to Purchaser; and (d) approval from RD of prepayment of the existing rural development loan ("**RD Loan**") secured by the Property. Purchaser shall submit all necessary applications for any required Regulatory Approval to the applicable Agency within thirty (30) days after the expiration of the Allocation Contingency Period and will provide monthly updates on the progress of obtaining such approvals. Seller agrees to reasonably cooperate in such efforts, and to sign documents reasonably necessary, subject to Seller review and approval of such documents, to accomplish such purposes. Purchaser shall pay all costs, fees and charges incurred in connection with obtaining Regulatory Approval, whether or not Regulatory Approval is obtained, and/or whether or not the Transaction closes, and this obligation shall survive the termination of this Agreement and/or Closing; provided, however, that Seller shall pay any prepayment and/or yield maintenance fees, premium, or penalties imposed by RD. If Purchaser, in its sole discretion determines that it has obtained the Regulatory Approval, then Purchaser shall notify Seller in writing ("**Regulatory Approval Notice**") on or before the expiration of the Regulatory Approval Period, and all Deposits shall become non-refundable except as specifically provided in this Agreement. In the event that Purchaser does not provide the Regulatory Approval Notice to Seller on or before the time required by this Section 10,

this Agreement shall automatically terminate as of the expiration of the Regulatory Approval Period, in which event the Deposits paid shall be immediately refunded to Purchaser.

11. **Contracts.** Subsequent to delivery of Purchaser's Regulatory Approval Notice and once the Closing Date is established pursuant to Section 12, Seller shall, upon written request from Purchaser, give appropriate notices of termination of any service, supply, security, maintenance, employment or other contracts or arrangements ("**Contracts**") with respect to the Property (other than Permitted Exceptions), terminating such Contracts as of the Closing Date (or if a Contract cannot be terminated as of the Closing Date, such later date which is the earliest date that such Contract can be terminated in accordance with its terms without a termination fee or charge). In addition, effective as of the Closing Date, Seller shall terminate all property management agreements with respect to the Property. Any Contracts which are not terminated as of the Closing Date in accordance with this Section 11 shall be assigned to, and assumed by, Purchaser at the Closing.

12. **The Closing and the Closing Date.** The sale and purchase of the Property shall be consummated at a Closing to be held on the Closing Date at the offices of the Title Company. Purchaser may select an earlier Closing Date upon at least fifteen (15) business days' written notice to Seller. Neither party need be physically present at the Closing. The Closing Date may be extended by Purchaser for up to one (1) thirty (30) day period ("**Extension Period**") by Purchaser's providing written notice to Seller accompanied by payment of an additional Deposit of \$ 25,000.00 to Escrow Agent, which shall be delivered and paid on or before the then applicable Closing Date. As used in this Agreement, the term "**Closing**" shall mean the date all of the documents necessary to transfer title of the Property to Purchaser are sent for recording with the appropriate County Clerk, Recorder or Auditor and the sales proceeds are available to Seller. Title to and possession of the Property shall transfer to Purchaser at Closing.

13. **Seller's Obligations at the Closing.** At the Closing, Seller shall do the following, through Escrow Agent:

13.1. Execute and deliver to Purchaser and the Title Company:

13.1.1. A special warranty deed (with warranties limited to grantor's acts on the form customary in the state where the Property is located) (the "**Deed**") conveying to Purchaser fee simple title to the Real Property and Improvements subject only to the Permitted Exceptions (provided, however, that the standard exceptions on the Title Policy shall not be shown on the Deed). To the extent that the legal description of the Property as shown in the Survey shows a discrepancy with the legal description attached hereto, the Seller shall also deliver a Quit Claim Deed conveying the Real Property and Improvements to Purchaser using the legal description shown on the Survey.

13.1.2. A Bill of Sale, Assignment, and Assumption Agreement on the form attached hereto as Exhibit D.

13.1.3. A FIRPTA Affidavit.

13.1.4. Seller's sworn statement (10-Year Rule) on the form attached hereto as Exhibit E.

13.1.5. All other agreements to be executed by Seller as specified herein.

13.2. Execute and deliver to the Title Company: (i) such affidavits and other evidence as the Title Company may require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and (ii) satisfactory evidence that all necessary corporate, partnership, or other action on the part of Seller has been taken with respect to the execution and delivery of this Agreement and the consummation of the Transaction so that all of said documents are or will be validly executed and delivered and will be binding upon the Seller.

13.3. Deliver to Purchaser all tenant leases affecting the Property which are in effect as of the Closing Date, and a Certified Rent Roll certified by Seller to be correct no earlier than five (5) business days prior to the Closing Date.

13.4. Deliver to Purchaser all documents, records, plans, keys, permits and other items related to the Property which are in Seller's possession or control and which Purchaser may reasonably require in connection with the ownership and operation of the Property.

13.5. Deliver to Purchaser a letter from Seller's management company addressed to all tenants directing the tenants to make all future payments to Purchaser's management company, and otherwise complying with any legal requirements regarding the transfer of tenant deposits.

13.6. If Seller's property management company is using Real Page software for the Property, Seller shall cause its property management company to submit a cancellation order to Real Page at Closing so that Purchaser's property management company can accomplish the data transfer with Real Page to set up the Property in Purchaser's property management company's system.

13.7. Execute and deliver to Purchaser any state or local tax withholding forms, so that Purchaser has no liability for Seller withholding or Seller taxes under state or local law.

13.8. Execute and deliver to Purchaser a certificate, dated as of the date of Closing and executed by Seller, stating that the representations and warranties of Seller contained in this Agreement are accurate in all material respects as of the date of Closing, subject to any updated information as provided in accordance with Section 15.15.

13.9. Execute and deliver any documents required to effect the assignment and assumption of the HAP Contract and any other required documents in connection with the Regulatory Approval.

13.10. Execute a settlement statement ("**Seller Settlement Statement**") setting forth any debits and credits payable in connection with the Closing.

13.11. Execute and deliver to Purchaser such additional documents as are necessary to carry out the provisions of this Agreement.

14. **Purchaser's Obligations at the Closing.** At the Closing, Purchaser shall do the following, through Escrow Agent:

14.1. Deliver to Seller the Purchase Price.

14.2. Execute and deliver to Seller executed counterparts of the Bill of Sale, Assignment, and Assumption Agreement.

14.3. Execute and deliver any documents required to effect the assignment and assumption of the HAP Contract and any other required documents in connection with the Regulatory Approval.

14.4. Execute a settlement statement ("**Purchaser Settlement Statement**") setting forth any debits and credits payable in connection with the Closing.

14.5. Execute and deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

15. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser the following:

15.1. Seller is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Seller hereunder other than the Regulatory Approval.

15.2. This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms subject to obtaining the Regulatory Approval. The person executing this Agreement on behalf of Seller has the authority to do so.

15.3. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

15.4. Seller has not received any written notice of, and Seller has no knowledge of, any threatened or actual cancellation or suspension of any certificate of occupancy or other certificate, license or permit for any portion of the Improvements.

15.5. To Seller's knowledge, except as may be contained in the Property Documents and other documents provided to Purchaser, no Hazardous Materials (as hereinafter defined) exist on or under the Property in violation of law. Hazardous Materials means: (a) substances defined as "hazardous substances," "hazardous materials," or "toxic substances" under federal, state or local law; (b) asbestos and any form of urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid or other fluids containing levels of polychlorinated biphenyls; (c) petroleum and/or petroleum products or by-products; and (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or may or could pose a hazard to the health and safety of the occupants of the Property or the owners and/or occupants of the properties adjacent to the Property.

15.6. To Seller's knowledge, except as may be contained in the Property Documents and other documents provided to Purchaser, there currently are no underground storage tanks on the Property.

15.7. All real estate taxes and assessments affecting the Property are paid current and not delinquent as of the Effective Date.

15.8. Except as may be contained in the Property Documents and other documents provided to Purchaser, Seller has not received any written notice of any pending, or threatened, judicial, municipal or administrative proceedings affecting the Property, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, or alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.

15.9. Any Contracts disclosed as part of the Property Documents and other documents provided to Purchaser, and/or shown as exceptions on the Title Commitment, constitute all of the Contracts affecting the Property. Seller has not received any written notice of uncured default and Seller has no knowledge of any existing uncured defaults under the Contracts.

15.10. Each certified rent roll ("**Certified Rent Roll**") to be provided pursuant to this Agreement shall be certified by Seller (or the property management company managing the Property) to be true, correct, and complete to its knowledge, and shall contain for each tenant and each tenant's lease

the following information: commencement date of the lease; termination date of the lease; monthly rent; monthly additional rent; security deposits (any amounts previously applied to charges shall also be shown); prepaid rents; any other payments or credits applicable to that lease.

15.11. Seller has not received any written notice, or tenant reports, of any unremediated bed bug infestation of any of the buildings and/or apartment units.

15.12. There are no outstanding agreements, options, rights of first refusal or other rights to purchase the Property, currently in effect with respect to the Property, except as may be shown on the Title Commitment and contained in the Property Documents.

15.13. During the 10-year period prior to the sale of the Property to the Purchaser, there has been no transfer of the Property.

15.14. At all times prior to closing contemplated by this Agreement, Seller: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with United States Presidential Executive Order 13224 ("**Executive Order**"), the Annex to that Executive Order ("**Annex**"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**Patriot Act**"). The term "**Prohibited Person**" shall mean any person or entity which meets any of the following criteria:

15.14.1. A person or entity listed in the Annex to, or otherwise subject to the provisions of, the Executive Order.

15.14.2. A person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex to, or is otherwise subject to the provisions of, the Executive Order.

15.14.3. A person or entity with whom a party is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order.

15.14.4. A person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order.

15.14.5. A person or entity that is named as a "specially designated national and blocked person" on the most current list ("**List**") published by the U.S. Department of the Treasury, Office of Foreign Assets Control at its official website (www.ustreas.gov/ofac) or at any replacement website or other replacement official publication of such list.

15.14.6. A person or entity who is an Affiliate of a person or entity listed in this Section 15.14.

15.15. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in Section 15 untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition. In no event shall Seller be liable to Purchaser for, or be deemed to be in default hereunder by reason of, any breach of representation or warranty which results from any change that (i) occurs between the Effective Date and the date of Closing and (ii) is expressly permitted under the terms of this Agreement or is beyond the reasonable control of Seller to prevent. If a notice from Seller pursuant to this Section 15.155 indicates any material adverse change in the representations and warranties made by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days after Seller's notice, in which event the Deposits paid shall be immediately refunded to Purchaser. If Purchaser does not terminate this Agreement within such time period, Purchaser's termination right in this Section 15.15 shall lapse.

16. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller the following:

16.1. Purchaser is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Purchaser hereunder.

16.2. This Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser, constitutes the valid and binding agreement of Purchaser and is enforceable in accordance with its terms. The person executing this Agreement on behalf of Purchaser has the authority to do so.

16.3. The execution and delivery of, and the performance by Purchaser of its obligations under this Agreement will not contravene, or constitute a default under, any provision of applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Purchaser.

16.4. At all times prior to Closing contemplated by this Agreement, Purchaser: (i) shall not be a Prohibited Person; and (ii) shall be in full compliance with all applicable orders, rules, regulations and recommendations promulgated under or in connection with the Executive Order and the Patriot Act.

17. **Seller Covenants.** Seller hereby covenants as follows:

17.1. Until the Closing Date, Seller shall maintain the Property in substantially the same condition and quality as such was in at the time of the physical inspection of the Property by Purchaser, except for normal wear and tear, and subject to Section 30.6.

17.2. Subsequent to the Effective Date, Seller shall not enter into any agreements (or extend any current agreements) with respect to the Property (other than residential tenant leases in the ordinary course of Property operations) that will be binding on the owner of the Property and extend beyond the Closing Date, without Purchaser's prior written approval, which may be withheld in Purchaser's sole discretion.

17.3. Seller shall continue to operate the Improvements in the ordinary course of business between the Effective Date and the Closing Date, such operation to include the continuation of maintenance and repair programs.

17.4. Seller shall cause all apartment units on the Property which become vacant more than ten (10) days prior to Closing to be in a "rent ready" condition, and to the extent that any such units are not in rent ready condition on the Closing Date, Purchaser shall receive a credit at Closing equal to \$1,000.00 for each such unit not in "rent ready" condition. One business day prior to Closing, Seller and Purchaser (or their designated representatives) shall inspect the Property and agree upon the number of non "rent ready" units. The term "rent ready" shall mean cleaned and prepared for occupancy for a new tenant consistent with Seller's current standards for units available for rent.

17.5. If Seller is aware of any bed bug infestation of any of the buildings and apartment units, Seller shall complete a bed bug removal treatment for such buildings and units prior to the Closing, in accordance with customary and reasonable industry practices. Seller shall provide to Purchaser documentation evidencing the treatment. Purchaser shall receive a credit at Closing equal to \$1,000.00 for each and every building and/or apartment unit for which such treatment is not completed prior to Closing.

18. **Survival.**

18.1. Any claim for a breach of such representations and warranties shall survive for six (6) months after the Closing Date. Any claim for a breach of representation or warranty set forth in

Sections 15 and 16 of this Agreement shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, within such six-month period.

18.2. All other provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive Closing or termination (each a “**Surviving Provision**”). If a Surviving Provision states that it survives for a limited period of time, that Surviving Provision shall survive only for the limited time specified. Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time specified in such Surviving Provision.

19. **Purchaser’s Defaults; Seller’s Remedies.** In the event of a breach by Purchaser of this Agreement, which breach is not cured within ten (10) days after written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller’s sole remedy shall be to terminate this Agreement and retain all Deposits paid, and any earnings thereon, as liquidated damages but not as a penalty. **PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER’S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES.** Notwithstanding the foregoing, this liquidated damages provision does not limit Purchaser’s obligations under the Surviving Provisions, or under Sections 8, 10, and 27

20. **Seller’s Defaults; Purchaser’s Remedies.** In the event of a breach by Seller of this Agreement, which breach is not cured within ten (10) days after written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement, in which event the Deposits paid shall be immediately refunded to Purchaser; or (b) enforce specific performance of this Agreement against Seller, including the right to recover attorneys’ fees. Notwithstanding the foregoing, the limitation of remedies provision does not limit Seller’s obligations under the Surviving Provisions.

21. **Closing Costs.** Costs of closing the Transaction shall be allocated between Seller and Purchaser as follows:

21.1. Seller shall pay: (i) one-half of any escrow fees of the Escrow Agent; (ii) any real estate conveyance, excise or transfer taxes and revenue stamps; (iv) all other costs and expenses allocated to Seller pursuant to the terms of this Agreement.

21.2. Purchaser shall pay: (i) the premium for the ALTA Extended Coverage Owner’s Title Policy and any endorsements to the such Policy; (ii) the cost of recording the Deed; (iii) one-half of any escrow fees of the Escrow Agent; and (iv) all other costs and expenses allocated to Purchaser pursuant to the terms of this Agreement.

22. **Proration of Income and Expenses.** At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date, with the day of Closing being for Purchaser’s account:

22.1. *Ad valorem* and similar taxes, for the then current tax year relating to the Property shall be prorated as of the Closing Date. All assessments, if any, existing or pending as of the Closing Date, whether due and payable before or after such date, shall be paid by Seller in full at Closing to the assessing entity.

22.2. On the Closing Date, Seller shall cause its property management company to transfer to Purchaser’s property management company the amount of any of the following for which

Purchaser will be responsible after the Closing: (i) refundable deposits made by tenants of the Property; and (ii) non-refundable deposits made by tenants of the Property that have not been applied to costs incurred. At the Closing, Purchaser shall assume Seller's obligations related to the deposits actually transferred to Purchaser.

22.3. All collected rents or other income and all operating expenses for or pertaining to the Property, including but not limited to maintenance, security, management service and similar contractual charges with respect to the Property shall be prorated between Purchaser and Seller as of the Closing Date.

22.4. Water, sewer, fuel, electricity, gas and other utilities and services shall be paid by Seller based upon current readings by the utilities to be obtained by Seller contemporaneously with Closing. Seller shall arrange for utility services to Seller to be cancelled, in which event, Purchaser shall establish a new account with the utility, and Seller shall be entitled to any deposits on account paid by Seller. If a utility will not cancel Seller's account and replace it with a new Purchaser account, Seller shall at Closing transfer the utility account to Purchaser, in which event: (i) Purchaser shall reimburse Seller at Closing for any utility deposit transferred to Purchaser; and (ii) utility charges for such account shall be prorated between Purchaser and Seller as of the Closing Date.

22.5. If Seller received any payments for entering into any contracts with respect to the Property that will remain in effect after Closing (such as laundry contracts, cable TV contracts, satellite TV contracts, etc.), then the payments received by Seller shall be prorated over the remaining term of such contract, and Purchaser shall receive a credit at Closing for the amount attributable for the unexpired term of the contract. This Section 22.5 shall not apply to ongoing fee or royalty payments that are payable over the term of such contracts; such ongoing fee or royalty payments shall be prorated to the Closing Date as part of the income and expense prorations.

23. **Post-Closing Adjustments**. Seller and Purchaser agree that, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or compilation of information upon which such prorations or adjustments are to be based, each of them will pay to the other such amounts as may be necessary such that Seller will receive the benefit of all income collected for the period prior to the Closing Date and will pay all expenses of the Property attributable to the period prior to the Closing Date, both on an accrual basis, and Purchaser will receive all income collected for the period from and after the Closing Date and will pay all expenses of the Property attributable to the period from and after the Closing Date, both on an accrual basis. The provisions of this Section 23 shall survive the Closing for ninety (90) days; any claim under this Section 23 shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before ninety (90) days after Closing.

24. **Delinquent Rents**. With respect to any monies collected by Purchaser from tenants or other persons owing delinquent rents or other amounts as of the Closing Date, such money shall first be applied to the current rents or obligations of such person and retained by Purchaser and the balance (if any) shall then be delivered to Seller. After the Closing Date, Seller shall be entitled to institute legal actions to recover delinquent rents from tenants; provided, however, that Seller acknowledges that Seller shall have no right to terminate any tenant lease, and Seller shall not have the right to evict any tenant.

25. **HUD Payments**. Seller shall be entitled to any payments received by Purchaser or Seller from HUD for periods prior to the Closing Date, even if received from HUD after the Closing Date. This obligation shall survive Closing.

26. **As-Is Purchase**.

26.1. Purchaser is an experienced commercial real estate owner and shall rely solely upon its own evaluation and investigation of the condition and all aspects of the Property. Purchaser acknowledges that this Agreement grants to Purchaser every opportunity which Purchaser may need to

fully evaluate the condition and all aspects of the Property. Purchaser has asked for, and has obtained in this Agreement, disclosure of information and documents regarding the Property which are in Seller's possession or control. This does not reduce Purchaser's duty to fully evaluate the Property on its own. Accordingly, except to the extent of the Seller's representations and warranties in this Agreement, Purchaser acknowledges that it is not relying upon any representations of Seller as to any matter related to Property, its condition, or its suitability for Purchaser's intended use, and Purchaser hereby irrevocably waives, and releases Seller, its members, partners, officers, directors, principals, agents, representatives, attorneys and employees (the "**Seller Parties**") from any and all claims, demands, obligations, damages, causes of action and liability, whether known or unknown, other than those for breach of Seller's representations and warranties explicitly set forth herein. Except with respect to Seller's representations and warranties set forth in this Agreement, at Closing, Purchaser shall be deemed to accept the Property "as is" in all respects.

27. **Brokerage Commissions.** Seller shall indemnify Purchaser against, and hold Purchaser harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Seller. Purchaser shall indemnify Seller against, and hold Seller harmless from, any and all claims (and all expenses incurred in defending any such claims or in enforcing this indemnity, including attorneys' fees and court costs) by any broker or finder for a real estate commission or similar fee arising out of or in any way connected with any claimed relationship between such broker or finder and Purchaser. The provisions of this Section 27 shall survive the Closing or the termination of this Agreement without time limitation.

28. **Seller's Sworn Statement (10-Year Rule).** Purchaser intends to acquire the Property for purposes of qualifying for the Low-Income Housing Tax Credit under Section 42 of the Internal Revenue Code ("**Code**"), and to that end, the Property must meet the requirement in Section 42(d)(2)(B)(ii) of the Code that the Property have been owned by the Seller at least 10 years after the date it was originally placed in service. Seller agrees that Seller may not assign this Agreement to any party, and Seller further agrees to provide to Purchaser upon request prior to, and/or at, the Closing, a Seller's Sworn Statement (10-Year Rule) on the form attached hereto as Exhibit E. Seller agrees to reasonably cooperate with Purchaser and provide to Purchaser such additional information and documents (including but not limited to tax returns of Seller) which may be reasonably requested by Purchaser's investors to evidence compliance with the 10 Year Rule under the Code.

29. **Tax Deferred Exchange.**

29.1. If Purchaser wishes to structure the Transaction as part of a 1031 tax deferred exchange, Seller agrees to cooperate in such efforts, and to sign documents reasonably necessary to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Seller incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Purchaser acknowledges that Seller shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange.

29.2. If Seller wishes to structure the Transaction as part of a 1031 tax deferred exchange, Purchaser agrees to cooperate in such efforts, and to sign documents reasonably necessary to accomplish such purposes; provided, however, that there shall be no material change in the Transaction from what would result if there was no tax deferred exchange, and provided that Purchaser incurs no additional cost, expense, obligation or liability as a result of such tax deferred exchange. Seller further acknowledges that Purchaser shall have no obligation of any kind for the qualification of the Transaction for a 1031 tax deferred exchange. Notwithstanding the foregoing: (i) Seller may not assign this Agreement to any party; and (ii) Seller must be the grantor in the deed of the Property to Purchaser; and (iii) Seller may not take any action which would, in the sole judgment of Purchaser's counsel, cause the transfer of the Property to fail to qualify for the Low-Income Housing Tax Credit under Section 42 of the Internal Revenue

Code (“**Code**”), and any regulations issued thereunder, and in particular, the requirement in Section 42(d)(2)(B)(ii) of the Code that the Property have been owned by the Seller at least 10 years after the date it was originally placed in service.

30. Miscellaneous.

30.1. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement embodies and constitutes the entire understanding between the parties with respect to the Transaction. No provision hereof may be waived, modified, or amended except by an instrument in writing signed by Purchaser and Seller. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. A facsimile, scanned, or other copy of a signed version of this Agreement has the same effect as an original. Delivery by electronic transmission such as email, download or facsimile shall be deemed effective delivery.

30.2. Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, or by overnight express courier, or by email, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, or by email, or by confirmed facsimile, or via overnight express courier. (If a fax number listed below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) Notwithstanding the foregoing, any written communication (including email or fax) sent to a party, which is actually received by such party, shall constitute notice for all purposes of this Agreement. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser: Southport Financial Real Estate LLC
5403 West Gray Street
Tampa, Florida 33609
ATTN: PJ Hornik
Email: pjhornik@sphome.com
Office: (813) 288-6988
Fax: (813) 288-1511

With a copy to: Jameson Pepple Cantu PLLC
2430 Estancia Boulevard, Suite 114
Clearwater, Florida 33761
ATTN: David O. Cantu
Email: dcantu@jpclaw.com
Office: (727) 724-3222
Fax. No. (727) 726-9272

If to Seller: Emporia, Limited
c/o Landura Partners, Inc.
P.O. Box 25088
Winston-Salem, NC 27114
ATTN: Bob Watson
Email: bwatson@landura.com
Office: 336-760-8100
Fax: 336-760-8111

With a copy to:

Blanco Tackabery & Matamoros, P.A.
404 North Marshall Street
Winston-Salem, NC 27101
ATTN: Susan Campbell
Email: sec@blancolaw.com
Office: (336) 293-9087
Fax: (336) 293-9030

If to Escrow Agent:

As in Section 1.4

30.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding) the substantially non-prevailing party agrees to pay to the substantially prevailing party all reasonable costs and expenses, including attorneys' fees and other legal costs, expended or incurred by the substantially prevailing party in connection therewith (whether incurred before, during, or subsequent to any such action or proceeding). The provisions of this Section 30.3 shall survive the Closing or the termination of this Agreement without time limitation.

30.4. Notwithstanding any provision in this Agreement, neither Purchaser nor Seller shall be entitled to recover from the other any incidental, consequential, special, exemplary, speculative, or punitive damages, including without limitation any claims for loss of imputed revenues, profits, and/or business opportunities.

30.5. Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the Effective Date until the Closing will be on Seller, and thereafter will be on Purchaser. Until the Closing Date, Seller shall maintain casualty insurance insuring the Property in an amount equal to the full insurable replacement cost.

30.6. **Casualty Loss.**

30.6.1. If at any time prior to the Closing Date, any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give written notice thereof to Purchaser as soon as possible and in any event within five (5) business days after Seller learns of such destruction or damage, and, within thirty (30) days thereafter, shall provide Purchaser with an estimate, to the extent available, of the cost of restoring the Property to the condition it was in immediately before such damage or destruction from an independent consultant acceptable to Purchaser and Seller. The Closing Date shall be postponed, as required, in order for Seller to have the stipulated time to provide such notice and obtain and provide such estimate to Purchaser. If the cost of restoring and repairing the portion of the Property so damaged to substantially its present condition is not more than One Hundred Fifty Thousand Dollars (\$150,000.00), as reasonably estimated by such independent consultant, then Purchaser shall have no right to terminate this Agreement and shall purchase the Property in its damaged condition and be fully responsible for repair thereto, and at the Closing, Seller shall assign to Purchaser all rights of Seller in and to the property insurance (including rent loss coverage) currently maintained by Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible under such property insurance policy, but without any other claim or offset resulting from such destruction or damage; provided, however, that if the rights of Seller in and to such property insurance are not assignable to Purchaser, then Purchaser shall receive at Closing a credit against the Purchase Price in the amount of such insurance proceeds which would have been assigned.

30.6.2. If the cost of restoring and repairing the portion of the Property so damaged to substantially its present condition is more than One Hundred Fifty Thousand Dollars (\$150,000.00), as reasonably estimated by such independent consultant acceptable to Purchaser and Seller, then Purchaser shall have the option, to be exercised within twenty (20) business days from the date of Purchaser's receipt of such estimate, to terminate this Agreement, in which event the Deposits paid shall be

immediately refunded to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. The Closing Date shall be postponed, as required, in order for Seller to have the stipulated time to provide such notice and obtain and provide such estimate to Purchaser, and for Purchaser to have the stipulated time to exercise its option to terminate. If Purchaser shall not elect to terminate this Agreement as provided in this Section 30.6.2, then this Agreement shall remain in full force and effect, and Purchaser shall purchase the Property in its damaged condition and be fully responsible for repair thereto, and at the Closing, Seller shall assign to Purchaser all rights of Seller in and to the property insurance (including rent loss coverage) currently maintained by Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible under such property insurance policy, but without any other claim or offset resulting from such destruction or damage; provided, however, that if the rights of Seller in and to such property insurance are not assignable to Purchaser, then Purchaser shall receive at Closing a credit against the Purchase Price in the amount of such insurance proceeds which would have been assigned. Seller shall not negotiate for or agree to an award or settlement without the approval of Purchaser.

30.6.3. Notwithstanding the foregoing, this Section 30.6 shall not apply to any destruction or damage that is restored by Seller to its present condition on or before the Closing Date.

30.7. If at any time prior to the Closing Date, there shall be a taking by eminent domain proceedings or the commencement of any such proceedings, with respect to the Property, Seller shall promptly give written notice thereof to Purchaser, and, if such taking by eminent domain proceedings would result in a Material Change, Purchaser shall have the right, at Purchaser's sole option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after Purchaser receives written notice of such proceedings, in which event the Deposits paid shall be immediately refunded to Purchaser, and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. A **"Material Change"** means a taking that would result in (a) the Property not being in compliance with all laws, rules, and regulations, or (b) a diminution in value of the Property or a cost to restore the Property of more than five percent (5%) of the Purchase Price of the Property as estimated by an independent consultant acceptable to Purchaser and Seller. If Purchaser does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any awards or other proceeds received by Seller (directly or indirectly) prior to Closing with respect to any such taking, and at the Closing Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking. Seller shall not negotiate for or agree to an award or settlement without the approval of Purchaser. The Closing Date shall be postponed, as required, in order for the parties to obtain an estimate of the diminution in value or cost to restore and for Purchaser to have the stipulated time to exercise its option to terminate.

30.8. Purchaser shall have the right to assign this Agreement to an Affiliate of Purchaser or the principals of Purchaser, upon written notice to Seller at least five (5) days prior to the Closing Date; provided, however, that any such assignment shall not release the original Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation Surviving Provisions. No other assignment of this Agreement by Purchaser is permitted.

30.9. Seller and Purchaser agree to execute and deliver any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445 and regulations promulgated thereunder.

30.10. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

30.11. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the final day of a period, act or event falls on a day which is not a business day, then such final day shall be

postponed until the next business day, but the commencement date of the time periods based on such final day shall not be postponed. A business day shall mean Monday through Friday, excluding days designated as a postal holiday by the United States Postal Service.

30.12. Seller or Purchaser will not be required to perform any obligation under this Agreement or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an "Act of God" or "force majeure". An Act of God or force majeure is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, acts of terrorism, pandemic, and any other such causes and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the Act of God or force majeure is in place. However, if such Act of God or force majeure event continues beyond thirty (30) days, either Purchaser or Seller may terminate this Agreement by delivering written notice to the other, in which event any Deposits paid shall be refunded to Purchaser.

30.13. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia, without regard to its conflict or choice of laws rules.

30.14. EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION OR CONTROL, IF ANY, AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

30.15. As used in this Agreement, "**Affiliate**" means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

30.16. Neither this Agreement, nor any part thereof, nor any memorandum thereof may be recorded. Recording of any such document by, or at the direction of Purchaser, shall be a material default by Purchaser under this Agreement.


31. **Limited Liability.** No limited partner or general partner of the limited partnership comprising Seller, nor an officer, director or shareholder of any partner comprising, nor any employee or agent of, Seller or of Seller's partners, shall have any personal liability directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with this Agreement, and Buyer and Buyer's successors and assigns shall look solely to Seller's interest in the Property or Seller's interest in the net sales proceeds from the sale of the Property following a transfer thereof, for the payment of any claim or for any performance hereunder, and Buyer hereby waives any and all claims for personal liability against any limited partner, manager or member, or general partner of Seller, and any officer, director or shareholder of any partner comprising Seller, and any employee or agent of Seller or of any of Seller's partners.

32. **Termination of Offer.** Submission of this Agreement by one party to the other shall constitute an offer to purchase or sell the Property on the terms and conditions set forth herein. This offer shall expire if the other party has not returned a fully executed copy hereof to the other party by 5:00 P.M. Eastern time on the second business day after receipt.

[Signatures on following page]

PURCHASER:

Southport Financial Real Estate LLC

By: 
Name: DAVID ROSE
Title: PRESIDENT
Date: 11/07/2023

SELLER:

Emporia, Limited, a Virginia limited partnership

By: _____
Roger B. Midura, General Partner
Date: _____

PURCHASER:

Southport Financial Real Estate LLC

By: _____
Name: _____
Title: _____
Date: _____

SELLER:

Emporia, Limited, a Virginia limited partnership


By: 
Roger B. Midura, General Partner
Date: 10/30, 2023

EXHIBIT A

Legal Description of Land

All of those lots or parcels of land located in Greensville County, Virginia, and more particularly described as follows:

That certain tract or parcel of land, situate in the City of Emporia, Virginia, fronting on Evans Street and Parham Street, designated as Parcel A, Section A. on a Property Map of Emporia Redevelopment and Housing Authority, dated October 17, 1977, made by Bodie, Mills, Taylor & Puryear, Inc., Engineers, of record in the Clerk's Office of the Circuit Court of Greensville County, Virginia in Plat Book 10, page 47, and being further described on said plat as follows: BEGINNING at a point on the east side of Evans Street, at the point of intersection of the southwest corner of the property herein conveyed and the northwest corner of adjacent property owned by one Fred Douglas Green and running thence along the east side of Evans Street North 14° 55' 35" East, 197.08 feet to a point, thence following the curve of the street of Parham Street to the point on the north side of said Parham Street, South 79° 46' 17" East from the eastern boundary line of Parcel No. 123-A-83 and running thence from said point North 16° 47' 51" East, 170.97 feet to a point; thence North 75° 42' 30" East, 64.50 feet to a point; thence South 89° 17' 30" East, 104 feet to a point; thence South 69° 47' 29" East, 111.33 feet to a point; thence South 39° 36' 53" East, 142.01 feet to a point; thence South 14° 05' 58" East, 217.67 feet to a point on the west side of the Seaboard Coastline Railroad property; thence along said Seaboard Coastline Railroad property South 35° 15' 19" West, 894.16 feet to a point; thence North 68° 18' 08" West, 224.93 feet to the point of BEGINNING on the east side of Evans Street and containing 6.3532 acres.

EXHIBIT B

"Personal Property" means Seller's interest in all of the furniture, fixtures, fittings, apparatus, equipment, machinery, trade names, and other items of tangible and intangible personal property and replacements thereof, if any, affixed or attached to or used in connection with the operation, maintenance, or management of the Improvements, including but not limited to, all permits, warranties, licenses, sweepers, cleaning supplies, tools, office furniture and equipment, stationery, office supplies, and janitorial supplies.

"Intangible Property" means all right, title and interest of Seller in and to all intangible property owned or held for use in connection with the Property or any business or businesses conducted thereon or with the use thereof, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, building and trade names (including but not limited to the name "Northwood Village Apartments, aka Northwoods Village Apartments"), licenses, warranties, telephone numbers assigned to telephones in the Improvements (other than telephones of tenants), domain names and websites exclusively dedicated to the Improvements, advertising and online listings such as Apartments.com, ForRent.com, RentPath, Zillow, Facebook, Google My Business, Yelp, and plans and specifications.

"Improvements" means the apartment building constructed upon the Land, known as Northwood Village Apartments, aka Northwoods Village Apartments, together with Seller's interest in all machinery, air conditioners, fixtures, and equipment used in the general operation of such buildings and improvements, and/or affixed to or located upon the Land on the Effective Date, along with all accessions and additions thereto, and together with the lessor's or landlord's interest in any tenant leases or occupancy agreements covering all or any portion of such buildings and improvements.

EXHIBIT C

- Trailing 12 months of operations by month in excel format (updated monthly through closing)
- Current Rent Roll in excel format (updated monthly through closing)
- Last 2 years of Rent Rolls by month in excel format
- Trailing 3 years of annual operating statements in excel format (by month)
- Trailing 3 years audits (if unaudited, prior 12 months of bank statements)
- Last 3 years of annual Property Tax Bills
- Current Budget
- Existing Payroll Schedule (list of current employees, start dates and salary/wage information)
- 3 years of Capital Expenditures
- Last 12 months of Utility Bills (water, sewer, electricity, gas)
- 3 years of loss runs for property and general liability insurance
- Any service contracts and list of vendors (laundry, copier, trash, etc.)
- Pest Contract/Termite Contract/Termite Bond
- Any 3rd party reports (Appraisal, LBP, Phase 1, RCS, termites, etc.)
- Existing Survey, as available
- Current Title Policy
- All building addresses & parcel numbers (for zoning report)
- Any CO's and business/occupancy licenses
- Any existing building plans/site plans/zoning resolutions/drawings
- Any outstanding code violations
- Existing Mortgage Note/ Promissory Notes, as available*
- Affordable Fair Housing Marketing Plan*
- Any Regulatory/Use agreements encumbering the property (LURA, EUA)*
 - 8609s*
 - Current HUD rent schedule*
 - Current Utility Allowances*
 - Original HAP contract*
 - Current HAP renewal*
 - Most recent HAP voucher request*
 - Current REAC and score*
 - Current MOR and score*
 - Current AFHMP (Affirmative Fair Housing Marketing Plan)*

**if applicable*

- Please keep in mind as transaction continues updated monthly operating statements and rent rolls will be needed. Often times they will need to be certified as well. -

EXHIBIT D

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

(Northwood Village Apartments)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, _____ ("**Assignor**") and _____ ("**Assignee**") hereby agree as follows:

1. This Bill of Sale, Assignment and Assumption Agreement is given pursuant to that certain Purchase and Sale Agreement ("**PSA**") dated as of _____, 2023, between Assignor and Assignee (or its predecessor), as amended, providing for, among other things, the conveyance of the Personal Property, the Tenant Leases, the Contracts, and the Intangible Property described herein.

2. Assignor hereby sells, transfers, assigns and conveys to Assignee:

2.1 All right, title and interest of Assignor in and to all furniture, fixtures, fittings, apparatus, equipment, machinery, and other items of tangible personal property and replacements thereof, if any, affixed or attached to or used in connection with the operation, maintenance, or management of the Improvements, including but not limited to appliances, sweepers, cleaning supplies, tools, office furniture and equipment, stationery, office supplies, and janitorial supplies ("**Personal Property**") located on, and used in connection with the management, maintenance, ownership or operation of that certain land and improvements ("**Real Property**") legally described on Exhibit A, but excluding tangible personal property owned by the tenants of the Real Property under the Tenant Leases (as defined below).

2.2 All right, title and interest of Assignor as lessor in and to any leases ("**Tenant Leases**") relating to the leasing of space or units in the Real Property and all of the rights, interests, benefits and privileges of the lessor thereunder, and all prepaid rents and security and other deposits held by Assignor under the Tenant Leases, subject to all terms, conditions, reservations and limitations set forth in the Tenant Leases and the PSA.

2.3 To the extent assignable, all right, title and interest of Assignor in and to all intangible property ("**Intangible Property**") owned or held for use in connection with the Real Property and/or the Personal Property or any business or businesses conducted thereon or with the use thereof, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, building and trade names (including but not limited to the name "Northwood Village Apartments, aka Northwoods Village Apartments"), licenses, warranties, telephone numbers assigned to telephones in the Improvements (other than telephones of tenants), domain names and websites exclusively dedicated to the Improvements, advertising and online listings such as Apartments.com, ForRent.com, RentPath, Zillow, Facebook, Google My Business, Yelp, and plans and specifications.

2.4 To the extent assignable, all right, title and interest of Assignor in and to all leases (other than the Tenant Leases), contract rights and agreements ("**Contracts**") related to the Real Property and/or the Personal Property or any business or businesses conducted thereon or with the use thereof, including but not limited to those identified on Exhibit B.

3. Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all liabilities, losses, claims, damages, costs or expenses, including, without limitation, reasonable attorneys' fees and costs (collectively, the "**Claims**"), originating prior to the Conveyance Date and arising out of the lessor's obligations under the Tenant Leases, and/or Assignor's obligations under the Contracts, first arising prior to the Conveyance Date, and to the extent accruing through the last day prior to the Conveyance Date.

4. As of the Conveyance Date, Assignee hereby assumes all of Assignor's obligations under the Tenant Leases and the Contracts first arising and accruing on and after the Conveyance Date and agrees to indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the lessor's obligations under the Tenant Leases, and/or Assignor's obligations under the Contracts, first arising and accruing on and after the Conveyance Date.

5. Assignor hereby represents and warrants that the property conveyed hereunder is free and clear of all liens, leases and encumbrances (except those expressly approved by Purchaser pursuant to the PSA). Except as provided in the immediately preceding sentence and except for the representations and warranties set forth in the PSA with respect to the property conveyed hereunder (which are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Assignee and Assignor and their respective successors and assigns), the property conveyed hereunder is so conveyed in an "as is" condition.

6. This Bill of Sale, Assignment and Assumption is made subject to the title exceptions approved or deemed approved by Assignee pursuant to the PSA.

7. In the event any action is instituted by a party to enforce this Agreement, the prevailing party in such action shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the court. In addition to the foregoing award of such reasonable attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Agreement shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment.

8. This Bill of Sale, Assignment and Assumption Agreement may be executed in several counterparts and all so executed shall constitute one Bill of Sale, Assignment and Assumption Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart. Delivery by electronic transmission such as a facsimile, scanned, or other copy of a signed version of this Bill of Sale, Assignment and Assumption Agreement has the same effect as delivery of an original.

9. As of the date above written, Assignee hereby accepts the foregoing Bill of Sale, Assignment and Assumption Agreement and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of Assignor relating to the Tenant Leases, Contracts, and Intangible Property first arising and accruing on and after the Conveyance Date.

[Signatures on following page]

Dated effective as of _____, 20____ (the "**Conveyance Date**").

ASSIGNEE:

ASSIGNOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT A
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

Description of Real Property

**EXHIBIT B
TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

List of Contracts

EXHIBIT E

SELLER'S SWORN STATEMENT (10-YEAR RULE)

The undersigned hereby certifies the following with respect to the requirements of Code Section 42(d)(2) of the Internal Revenue Code, regarding the eligibility of existing buildings for low income housing tax credit as it relates to the Northwood Village Apartments, located at _____:

- Seller is the owner of an improved parcel of real estate ("**Property**") in _____ County, _____, known as _____, and having the legal description set forth on Exhibit A attached hereto and by this reference incorporated herein.
- As owner of the Property, Seller has agreed to sell the Property to _____, a _____ ("**Purchaser**").
- The Property was acquired and placed in service by Seller on or about _____, which date is more than ten years prior to the date hereof. Seller has continuously owned the Property from the date Seller acquired the Property. In the past ten years from the date hereof there has not been a termination of the Seller partnership within the meaning of Section 708(b)(1)(B) of the Internal Revenue Code of 1986, as amended.
- Seller and its partners (or any persons related to or entities directly or indirectly owned by Seller and its partners) do not and will not possess any direct or indirect ownership interest in Purchaser.
- Affiant has knowledge of all relevant facts relating to the statements contained herein and is both authorized and competent to make the statements contained herein.

Dated effective _____.

"Seller"

By: _____

Name: _____

Title: _____

Date Signed: _____

ADD JURAT

**EXHIBIT A
Legal Description**

Northwood Village Apartments



City of Emporia Assessor
 P. O. Box 956
 Emporia VA 23847

**NOTICE OF
 REAL ESTATE ASSESSMENT CHANGE
 FOR 2024**

pm
 12-13-23
 034-491

***** THIS IS NOT A TAX BILL *****

Mailing Date: December 7, 2023

EMPORIA LIMITED

Description:

P O BOX 25088
 WINSTON SALEM NC 27114

706 PARHAM STREET

This is to advise you of the reassessment of your real estate located in the City of Emporia as required by Virginia Code 58.1.3252. Your property has been assessed at 100% of fair market value as required by Virginia Code 58.1.3201. The values are as follows:

911 STREET ADDRESS: PARHAM STREET

Parcel ID#: 123200 A; 124 (7) A
 Account Number: 4100

AC / LOT: 6.350

Tax Year	Assessed Value of Land	Assessed Value of Buildings	Total Assessed Value	Tax Rate	Tax Levy	Tax % Change
2024	142900	1830900	1973800	*	18,158.96	0.00%
2023	142900	1830900	1973800	0.92	18,158.96	0.00%
2022	142900	1830900	1973800	0.92	18,158.96	N/A

IF YOU ARE NOT THE OWNER

By state law, any person other than the owner who receives a reassessment notice must forward the notice immediately to the owner. Failure to do so is subject to penalties and fines. Mailing this notice to the last known address of the property owner is sufficient to satisfy the requirements of the law. (VA Code 58.1-.3330)

TAX RATE

*This is based on the 2023 tax rate and is subject to change. The 2024 new assessment value will be applied to the tax rate set by City Council near June 2024. The tax levy percent change does not necessarily reflect a true figure due to the fact the 2024 tax rate has not been set. This information is required by VA Code 58.1-.3330. **Information is based on the land book of the taxable year figures. Figures may not represent any supplemented or abated amounts.**

APPEALS

You may appeal your assessment in writing by mail, a phone call, or an in-person meeting with the assessor. To schedule an appeal or if you have questions, call Sandra Buckner at (434) 634-5405 between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. All in person appeals will be held by appointment at 201 South Main Street, Emporia, VA 23847.

The last day to call for an appeal is Wednesday, December 27, 2023, by 4:00 p.m.

BOARD OF EQUALIZATION

The Board of Equalization will set their meetings later in the year, and will be announced in the *Independent Messenger*, the City website (ci.emporia.va.us) and on the City Bulletin Boards at that time.

719

*****PENALTY*****

KAREN A. TAYLOR TREASURER
CITY OF EMPORIA, VIRGINIA

2023 REAL ESTATE TAX

AFTER DEC. 5TH, A PENALTY OF 10% WILL BE
ADDED; INTEREST BEGINS ON DEC. 6 AT THE RATE
OF 10% PER YEAR.

10.00% PEN. AFTER 12/05/2023
10.00% INT. BEGINNING 12/06/2023

RATE: .920

**PLEASE MAIL THIS STUB WITH YOUR
CHECK OR BRING IT WITH YOU WHEN
MAKING PAYMENT. IT IS THE OBLIGATION
OF THE TAXPAYER TO SEE THAT THE
PROPER TAX BILL IS RECEIVED AND PAID
ON TIME.**

DESCRIPTION	ASSESSED VALUE	TOTAL TAX/CHARGES
PARHAM STREET	142900	
Improvements	1830900	
Annual Tax Bill		18158.96

DUE DATE BILL NUMBER I.D. NUMBER

12/05/2023 719 123200 A: 124

TOTAL DUE NOW ▶ 18158.96

TOTAL NOW DUE ▶ 18158.96

NEW ADDRESS _____

ACCOUNT NUMBER 719
EMPORIA LIMITED
P O BOX 25088
WINSTON SALEM NC 27114-5088

MAKE CHECKS PAYABLE TO

CITY OF EMPORIA

P.O. BOX 511
EMPORIA, VA. 23847

**RETURN
TO**

YOUR CANCELLED CHECK SERVES AS YOUR RECEIPT.

719-EMPO

RE2023/0000719/000004100/

/EMPOR/

Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

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

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

In addition provide HERS rating documentation as specified in the manual

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

X Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or lower
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 lower.
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.

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

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

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

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

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

Signed: [Signature]

Date: 3/11/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

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

RESNET HOME ENERGY RATING

Standard Disclosure

For home(s) located at: **300 Bethune Square, Emporia, VA**

Check the applicable disclosure(s):

1. The Rater or the Rater's employer is receiving a fee for providing the rating on this home.
2. In addition to the rating, the Rater or the Rater's employer has also provided the following consulting services for this home:

- A. Mechanical system design
- B. Moisture control or indoor air quality consulting
- C. Performance testing and/or commissioning other than required for the rating itself
- D. Training for sales or construction personnel
- E. Other(specify)

3. The Rater or the Rater's employer is:

- A. The seller of this home or their agent
- B. The mortgagor for some portion of the financed payments on this home
- C. An employee, contractor, or consultant of the electric and/or natural gas utility serving this home

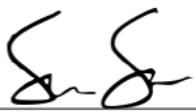
4. The Rater or Rater's employer is a supplier or installer of products, which may include:

Products	Installed in this home by		OR is in the business of	
HVAC systems	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Thermal insulation systems	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Air sealing of envelope or duct systems	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Energy efficient appliances	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Construction (builder, developer, construction contractor, etc)	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer
Other (specify): <input type="text"/>	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer	<input type="checkbox"/> Rater	<input type="checkbox"/> Employer

5. This home has been verified under the provisions of Chapter 6, Section 603 "Technical Requirements for Sampling" of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network (RESNET). Rater Certification #: 2279319

Name: Stacey Smith

Organization: Viridiant

Signature: 

Digitally signed: 3/11/24 at 11:49 AM

I attest that the above information is true and correct to the best of my knowledge. As a Rater or Rating Provider I abide by the rating quality control provisions of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network(RESNET). The national rating quality control provisions of the rating standard are contained in Chapter One 102.1.4.6 of the standard and are posted at

<https://standards.resnet.us>

The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: ZdmJ3PVv

HERS® Index Score:

73

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

\$514

*Relative to an average U.S. home

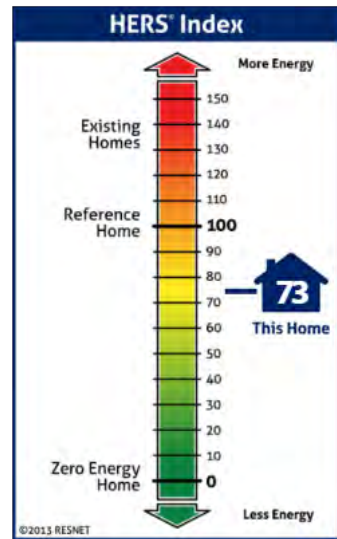
Home:
300 Bethune Square
Emporia, VA 23847

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.1	\$180
Cooling	1.3	\$45
Hot Water	4.0	\$140
Lights/Appliances	10.4	\$365
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.9	\$821

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	629 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 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 6.45 ACH50)
Ventilation:	None
Duct Leakage to Outside:	50.32 CFM @ 25Pa (8 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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


Stacey Smith, Certified Energy Rater
Digitally signed: 3/11/24 at 11:43 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: gdq6m96v

HERS® Index Score:

75

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

\$512

*Relative to an average U.S. home

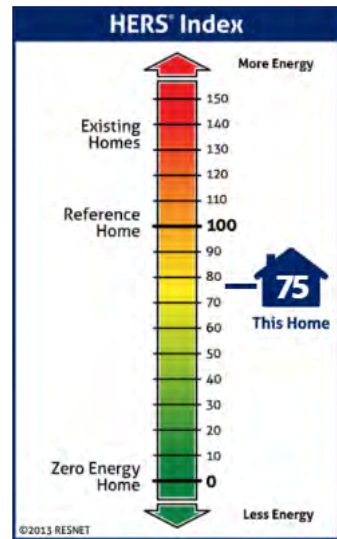
Home:
300 Bethune Square
Emporia, VA 23847

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.2	\$218
Cooling	1.5	\$52
Hot Water	4.0	\$140
Lights/Appliances	10.4	\$365
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	22.2	\$866

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	629 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 UEF
House Tightness:	9 ACH50 (Adjusted Infiltration: 9.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	50.32 CFM @ 25Pa (8 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith

RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater
Digitally signed: 3/11/24 at 11:43 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: DLzxx17L

HERS® Index Score:

68

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

Annual Savings

\$561

*Relative to an average U.S. home

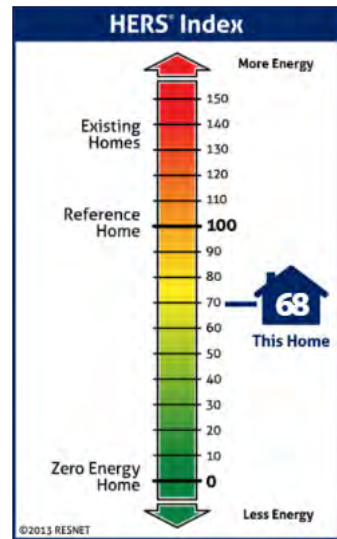
Home:
300 Bethune Square
Emporia, VA 23847

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$157
Cooling	1.4	\$48
Hot Water	4.0	\$140
Lights/Appliances	10.4	\$365
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.3	\$801

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	629 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 UEF
House Tightness:	5 ACH50 (Adjusted Infiltration: 6.45 ACH50)
Ventilation:	None
Duct Leakage to Outside:	50.32 CFM @ 25Pa (8 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 3/11/24 at 11:43 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: 0vQ95J3v

HERS® Index Score:

76

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

\$561

*Relative to an average U.S. home

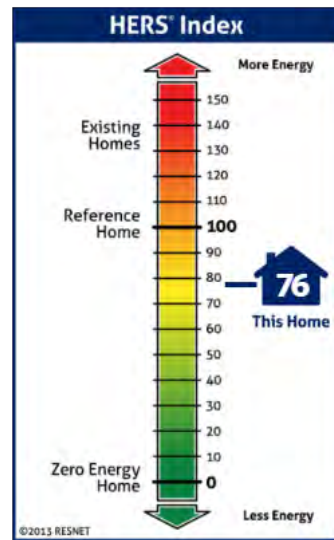
Home:
300 Bethune Square
Emporia, VA 23847

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.8	\$236
Cooling	1.8	\$61
Hot Water	5.5	\$191
Lights/Appliances	12.1	\$422
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	26.2	\$1,002

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	740 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 UEF
House Tightness:	9 ACH50 (Adjusted Infiltration: 9.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	59.2 CFM @ 25Pa (8 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 3/11/24 at 11:43 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: bL7gZmaL

HERS® Index Score:

73

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

\$625

*Relative to an average U.S. home

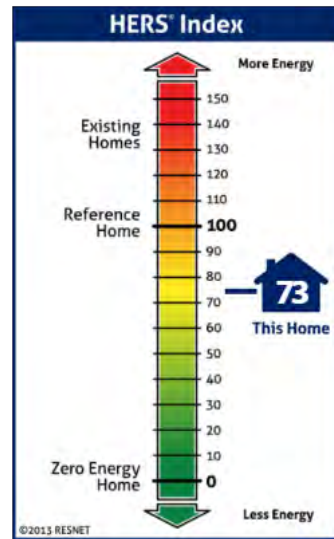
Home:
300 Bethune Square
Emporia, VA 23847

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.5	\$226
Cooling	2.4	\$83
Hot Water	5.5	\$191
Lights/Appliances	12.1	\$422
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	26.5	\$1,013

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	740 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 UEF
House Tightness:	9 ACH50 (Adjusted Infiltration: 9.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	59.2 CFM @ 25Pa (8 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 3/11/24 at 11:43 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: kvyyXn4v

HERS® Index Score:

72

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

\$720

*Relative to an average U.S. home

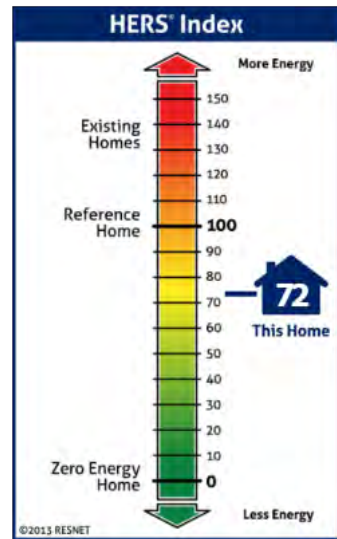
Home:
300 Bethune Square
Emporia, VA 23847

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.0	\$240
Cooling	2.3	\$81
Hot Water	6.7	\$231
Lights/Appliances	14.0	\$485
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	29.9	\$1,127

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	897 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 UEF
House Tightness:	9 ACH50 (Adjusted Infiltration: 9.00 ACH50)
Ventilation:	None
Duct Leakage to Outside:	71.76 CFM @ 25Pa (8 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 3/11/24 at 11:43 AM



Northwood Village
Solar Energy Calcs

BR	Type	#	Electric \$/yr/u	Electric \$/mo/u	Mbtu/yr/u	Mbtu/mo/u	Mbtu/kWh/u	kWh/mo/u	Solar Hurdle kWh/mo/u	Solar Hurdle \$/mo/u	VA Peak Sun Hours	W/Panel	kWh/mo per panel	# Panels Req'd for Hurdle/u	Total # Panels Req'd for Hurdle
1BR	Single Story	20	\$866	\$72	22.20	1.85	293.07	542.18	108.44	\$14.43	4.00	400.00	48.67	2.23	44.56
2BR	Ground Floor	20	\$1,002	\$84	26.20	2.18	293.07	639.87	127.97	\$16.70	4.00	400.00	48.67	2.63	52.59
2BR	2nd Floor	16	\$1,013	\$84	26.50	2.21	293.07	647.20	129.44	\$16.88	4.00	400.00	48.67	2.66	42.56
3BR	Single Story	16	\$1,127	\$94	29.90	2.49	293.07	730.24	146.05	\$18.78	4.00	400.00	48.67	3.00	48.02
Total		72	\$71,600	\$5,967	1,870.40	155.87		45,680.01	9,136.00	\$1,193.33				187.73	187.73
Avg			\$994	\$83	25.98	2.16		634.44	126.89	\$16.57				2.61	2.61

Estimated Total Project Solar Production

# Panels	187.73
W/Panel	400
VA Peak Sun Hours/Day	4.00
Daily Output (kWh)	300.36
Monthly Output (kWh)	9,136.00
Annual Output (kWh)	109,632.03

Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE: 1/30/2024

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

RE: ZONING CERTIFICATION

Name of Development: Northwood Village Apartments

Name of Owner/Applicant: SP Northwood LLC

Name of Seller/Current Owner: Emporia Limited, a Virginia limited partnership

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

DEVELOPMENT DESCRIPTION:

Development Address:

300 Bethune Square, Emporia, VA 23847

Legal Description:

Exhibit A Legal Description of Land is attached

Proposed Improvements:

<input type="checkbox"/> New Construction:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>72</u> # Units	<u>14</u> # Buildings	<u>56,380</u> Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: R-3 allowing a density of 10.97 units per acre, and the following other applicable conditions: _____
R-3 Lot Area Required / Dwelling Unit: 3,500SF/1BR, 4,000SF/2BR, 4,500SF/3BR, 5,000SF/4BR

Other Descriptive Information:
Subject's 72 units (20 1BR, 36 2BR, 16 3BR) would require 286,000SF (6.57ac) of land area which exceeds the 6.3532ac subject site, but the subject property is an approved non-conforming use under the approved plan at the time of original construction in 1979.

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.

Matthew E. Culbreath

Signature

Matthew E. Culbreath

Printed Name

Planning & Zoning Director

Title of Local Official or Civil Engineer

434-634-7301

Phone:

1/30/2024

Date:

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

EXHIBIT A

Legal Description of Land

That certain tract or parcel of land, situate in the City of Emporia, Virginia, fronting on Evans Street and Parham Street, designated as Parcel A, Section A, on a Property Map of Emporia Redevelopment and Housing Authority, dated October 17, 1977, made by Bodie, Mills, Taylor & Puryear, Inc., Engineers, of record in the Clerk's Office of the Circuit Court of Greensville County, Virginia, and being further described on said plat as follows: BEGINNING at a point on the east side of Evans Street, at the point of intersection of the southwest corner of the property herein conveyed and the northwest corner of adjacent property owned by one Fred Douglas Green and running thence along the east side of Evans Street N 14° 55' 35" E, 197.08 feet to a point, thence following the curve of the street of Parham Street to the point on the north side of said Parham Street, S 79° 46' 17" E from the eastern boundary line of Parcel No. 123-A-83 and running thence from said point N 16° 47' 51" E, 170.97 feet to a point; thence N 75° 42' 30" E, 64.50 feet to a point; thence S 89° 17' 30" E, 104 feet to a point; thence S 69° 47' 29" E, 111.33 feet to a point; thence S 39° 36' 53" E, 142.01 feet to a point; thence S 14° 05' 58" E, 217.67 feet to a point on the west side of the Seaboard Coastline Railroad property; thence along said Seaboard Coastline Railroad property S 35° 15' 19" W, 894.16 feet to a point; thence N 68° 18' 08" W, 224.93 feet to the point of BEGINNING on the east side of Evans Street and containing 6.3532 acres.

Tab H:

Attorney's Opinion (MANDATORY)

March 13, 2024

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

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Northwood Village Apartments
Name of Owner: SP Northwood LLC

Dear Virginia Housing:

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 13, 2024 (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 of allocation has 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 exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

6. It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

7. After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.

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.

Jameson Pepple Cantu PLLC



~~H. Attorney's Opinion~~

Attorney's Opinion Letter

~~General Instructions~~

- ~~1. This Opinion **must** be included with application.~~
- ~~2. This Opinion **must** be submitted under law firm's letterhead.~~
- ~~3. The executed Opinion submitted as part of the application **must** be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).~~
- ~~4. If circumstances unique to a particular application require modification of this form, any such modification **must** be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.~~
- ~~5. **Be aware that there is a 9% version and a Tax Exempt version.** Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.~~

~~If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.~~

Attorney's Opinion Letter

Date _____ (Must be on or after the application date below)

To _____ Virginia Housing

March 13, 2024

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

RE:- 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development-: Northwood Village Apartments
-Name of Owner-: SP Northwood LLC

Dear Virginia Housing:

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 13, 2024 (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. [Select One]~~

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~~Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

~~OR~~

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), 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 has been requested in the Reservation Request Information section in the Application form.

~~4. [Select One]~~

~~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.~~

~~OR~~

~~The information set forth in the Unit Details section of the Application form as~~

~~4. _____~~ to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

~~6. [Delete if inapplicable] The type of the nonprofit organization involved in the~~

~~Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.~~

~~7. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~

~~8.6. _____~~ ~~[Delete if inapplicable]~~ It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

~~9.7. [Delete if inapplicable]~~ After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.

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.

~~Firm Name~~

~~By~~

~~Its~~

~~Title~~

~~Jameson Pepple Cantu PLLC~~

This Tab is not applicable to the SP Northwood LLC application.

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)

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Northwood Village Apartments

ON-SITE TEMPORARY RELOCATION PLAN

Background

Southport Development, Inc. (the “Developer”) is a highly experienced owner of affordable housing communities throughout the nation (see Resume and National Property List, attached as Exhibit A). SP Northwood LLC (the “Owner”) is seeking an allocation of 9% Low-Income Housing Tax Credits to assist in the substantial rehabilitation of Northwood Village Apartments, a 72-unit, project based Section 8 community (the “Property”) located at 300 Bethune Square, Emporia, VA 23847.

Virginia Housing Development Agency Relocation Assistance Guidelines

The policies and procedures regarding relocation in this Relocation Plan will be performed in compliance with Section 55-222 of the Code of Virginia and the VHDA “Relocation Assistance Guidelines” for Low Income Housing Tax Credits (please see the attached copy of these guidelines). No permanent resident relocation is anticipated since all units at the subject property are and will continue to be covered under a section 8 HAP contract. In the event that permanent resident relocation is necessary, the permanent relocation plan would follow the VHDA guidelines specifically regarding (1) relocation payments, (2) relocation assistance, (3) the 120-day notice to vacate period and (4) the full communication of renovation and temporary relocation plans to all existing tenants that will be temporarily relocated by the renovation. Pursuant to VHDA guidelines, a Relocation Plan will be submitted to the Virginia Housing Development Authority, Multi-Family Development Division, to the attention of the Tax Credit Program Administrator.

Construction Contract; Scope of Rehabilitation Work; Project Management; Temporary Relocation Management

The Owner will execute a construction contract with Peacock Holland Construction, LLC (the “Contractor”), which is highly experienced with rehabilitation construction, including VHDA and Section 8 projects. The Developer intends to invest over \$70,000 per unit in total hard construction costs totaling more than \$5.0 million in order to update the systems at the Property, as well as substantially upgrade the Project amenities as described below.

The proposed construction scope will address and rectify all issues identified in the Property’s PCA inspections as well renovate the Property so it can be preserved as affordable housing for the long term. The work in the individual units will include a full kitchen remodel including replacing refrigerators, ranges, and dishwashers, installing new low flow plumbing fixtures, Energy Star light fixtures, cabinets and countertops, flooring and painting, new Energy Star HVAC systems, and entry doors.

The bathrooms also will be refurbished extensively with new plumbing fixtures, vinyl flooring, plumbing trim, and sinks. The bedroom remodel will include repaired and new doors, flooring and light fixtures, in addition to electrical updates and other repairs.

The exterior plans also include replacing all roofs, installing new gutters, siding, painting, additional and upgraded lighting, new playground equipment, and new landscaping. A full scope of work is attached as Exhibit B.

The Property will be managed by Edgewood Management Corporation, (“EMC”), a highly experienced manager of affordable housing and Section 8 communities.

The Contractor and the Owner will employ a Temporary Relocation Manager whose primary responsibility will be to monitor the work's progress schedule and, provide tenants at least 30 days' notice, in the form required by HUD, with timely updates of the planned move-out dates to on-site, transition hospitality housing units ("Transition Housing Units"). This will allow the Contractor to commence rehabilitation work on each tenant's unit, as further described below.

Proposed Relocation Plan; Transition Housing

Despite all attempts to minimize the relocation and inconvenience to the tenants during the rehabilitation of the Property, some temporary relocation will be necessary. In an effort to minimize disruption to the tenants, the Temporary Relocation Manager and the Contractor will coordinate the rehabilitation of dwelling units so that two buildings (8 units) will be under construction at any given time. The unit construction schedule required to complete each unit is 30 working days broken down as follows:

Northwood Village Apartments Schedule of Work per Unit	
Move-Out	1
Demo	2
Electric/Plumbing/HVAC Rough	5
Dry Wall	3
Doors & Trim	2
Paint	3
Cabinets & Tops	2
Flooring	2
Appliances / Hardware & Acc	1
Elect/Plum Trim Out	3
Inspections	2
Cleaning & Punch	2
Contingency Days	1
Move-In	1
Total Days	30

The Property is comprised of 16 buildings (14 residential) that contain various unit types. The Property has the following unit types and percentage break down:

Unit Counts		
BR Type	Total	Percent
1 BR	20	28%
2 BR	36	50%
3 BR	16	22%
4 BR	0	0%
Total	72	100%

A copy of the proposed construction schedule for the Building by Building Construction is attached hereto as Exhibit C.

Temporary Relocation Manager; Relocation Principals; Tenants Relocated to Equivalent Units

The Owner and Contractor agree to conduct its relocation plan according to the general requirements and principals set forth in the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (“URA”) as follows:

- a) All costs of moving, all other reasonable out of pocket costs related to a tenant’s relocation costs and all utility costs during a temporary relocation will be paid by the Owner;
- b) Tenants will be provided with daily access during business hours to an adviser, the Temporary Relocation Manager. The Owner, working with the Temporary Relocation Manager, where appropriate will:
 - i). Provide notice of the date and approximate duration of the temporary relocation;
 - ii). Provide notice of the location of the Transition Housing Unit and explain that the units must meet HUD standards of decent, safe and sanitary housing;
 - iii). Provide notice of the terms and conditions upon which the tenant will re-occupy its original unit upon its completion (to the extent the tenant is allowed to re-occupy the unit pursuant to HUD regulations and requirements) which unit must meet the HUD standard of decent, safe and sanitary housing;
 - iv). Assist the tenant to calculate and make a claim for reimbursement of out-of-pocket expenses; and
 - v). Assist in processing any grievances and keeping appropriate records.

To the extent required, written and oral communications with tenants, including counseling services, will be in their native language of Spanish or English.

Transition Housing Units Up to 12 Units – 12 Months

During the first mobilization (the “Initial Construction Period”), the Contractor will start work by rehabilitating into new units up to 12 vacant units from the vacancies created prior to and after initial acquisition of the property. If necessary, up to 12 units will initially be leased from nearby rental properties to make available up to 12 “Transition Housing Units”.

The On-Site Transition Housing Units will then be occupied by tenants for the period while their units are being renovated. After each 30 day unit turn, residents will return to their newly renovated units and the On-Site Transition Housing Units will be made rent ready for the next group of tenants. After all units in the building have been renovated, the On-Site Transition Housing Units will be renovated and leased thereafter. The construction is expected to take approximately 12 months. All cable and electric bills and other utility bills for the On-Site Transition Housing Units will be paid by the Contractor or Owner and upon the move-out of each group of tenants from the On-Site Transition Housing Units, a full cleaning of the units will be completed, inspected and approved by the Temporary Relocation Manager before the next group of tenants moves in, to assure that the HUD standard of decent, safe and sanitary housing is maintained.

Though not anticipated, the renovation may require the temporary relocation of families to Off-site Transition Housing Units. As the construction period moves along there will be 7 phases where up to 12 units are under construction (please refer to attached Construction Schedule). If necessary, up to 12 total families would be housed in Off-site Transition Housing Units and owner would request HUD pass through authority for those units. The Owner would work closely with tenants to determine those families that wish to temporarily relocate off-site voluntarily. Unlike relocation to the On-Site Transition

Housing Units, which will only be for 30 days, relocation to the Off-Site Transition Housing Units will be for up to the full construction period.

All moving by the tenants will be performed by licensed and insured movers hired by the Contractor and coordinated by the Temporary Relocation Manager to temporarily move all of the tenant's belongings (including food) into the Transition Housing Units while the tenant's units are being renovated. The costs of all cable, utility usage and utility hook ups for the Transition Housing Units, and any additional, related out-of-pocket expenses will be paid by the Owner. The Owner will work with HUD and the Section 8 Contract Administrator to ensure that these moves are handled in accordance with HUD policies and procedures.

Post-Closing Tenant Meeting, Owner/Management Resident Advisory and Contact Info

After the property acquisition closes and prior to commencement of the rehab project, the Owner will conduct one meeting with the existing tenants at the site community room on a weekday (i.e. Monday – Thursday). The agenda for this meeting will be to:

1. Emphasize that no tenant will be asked to relocate from their existing unit on a permanent basis; no tenants will be permanently displaced or required to leave the Property due to the construction work;
2. Introduce the Temporary Relocation Manager who will go over in detail the rights, duties and responsibilities of the Owner, Management, Contractor and tenants during the construction process;
3. Explain in detail the estimated timing and the proposed Scope of Work for the Property's exterior and interior units;
4. Explain the proposed Transition Housing Units and Moving Procedure Plan;
5. Estimate the timing for the commencing the construction; and
6. Explain that no action for tenant relocation will be taken without formal notice upon at least 30 days' advance notice to tenants.

The property manager and owner will coordinate the temporary relocation logistics with the residents and advise residents on individual questions. The contact info for the subject rehab project are as follow, and individual contacts will be provided at the Tenant Meeting:

Property Management:
Edgewood Management Corporation
9711 Washingtonian Blvd., Suite 200
Gaithersburg, Maryland 20878
240-650-7511

Property Owner:
SP Northwood LLC C/O Southport
5403 W Gray St
Tampa, Florida 33609
813-288-6988

Post-Closing Tenant Notices

All Tenant Notices will be delivered on behalf of the Owner in person or sent by certified mail as required by HUD regulations.

Notice of Non-displacement

The Owner will deliver a Notice of Non-displacement to all tenants in the form attached hereto as Exhibit D immediately following the Initiation of Negotiations date pursuant to the Uniform Relocation Act.

Notice of Temporary Relocation to Tenants Moving to Transition Housing Units for Up to 30 Days

At least 30 days prior to the projected moving date, the Owner will provide tenants who will be relocated to the Transition Housing Units, a Notice of Temporary Relocation to Transition Housing Units in the form attached hereto as Exhibit E.

Move-In Notice.

The tenants moving into the Property will be given a Move-in Notice in the form attached hereto as Exhibit F.

Projected Rents and Rental Policies after Renovation

After the renovation, all units will remain under a project-based section 8 contract. Therefore, all tenants will continue to pay 30% of their income (less utility allowance) for rent. Furthermore, no tenant's portion of the rent shall exceed the LIHTC max net rent for the 60% AMI level applicable to the unit/household. All tenants will need to be timely re-certified and meet the income and rent restrictions applicable.

Exhibit A

Southport Development, Inc.

Background:

Southport Development, Inc. is a Florida corporation formed in December 2012. Southport Development, Inc., has the same principals as Southport Financial Services, Inc., formed in 1995, and operates in a similar capacity as Southport Financial Services, Inc.

Southport Development, Inc. Officers and Responsible Personnel:

President: J. David Page graduated Cum Laude from Harvard University with a degree in economics and did graduate work at the University of Washington. Mr. Page started as a Real Estate Sales Associate and later became a Broker in Tacoma, Washington in 1974. In 1979 Mr. Page started developing single family subdivisions and apartment properties, located primarily in Washington State. Mr. Page built, developed and managed about 5000 conventional apartments. In 1995 Mr. Page founded Southport Financial Services, Inc. Southport expanded Mr. Page's apartment development and acquisition activities focusing primarily on the states of Washington, California, Hawaii, Arizona, New Jersey, New York, Kansas, Missouri, Virginia, Florida, Illinois and the District of Columbia. To date Southport and its affiliates have developed or acquired over ~~16~~19,000 units of apartments comprising over One billion dollars of development cost. Over 15,000 of these units have involved tax credits and/or tax-exempt bond financing.

Vice President, Secretary, & Treasurer: Stephen W. Page majored in Business Administration at Washington State University. In 1992 Mr. Page opened his own real estate office, Waterford Properties, Inc. At this he also helped open and was an associate with Vaughn Bay Construction, Inc. Vaughn Bay Construction, Inc. is involved in single family and multi-family construction, primarily in the state of Washington. As an associate with Vaughn Bay Construction Mr. Page is involved in the development and financial planning for both the single family and multi-family projects, including marketing and rental strategies. He is involved in all phases of development - site development, processing (often including rezoning), financing, land development and construction. Since 1995 he has received tax credit allocations for 10 projects in the state of Washington.

Vice President: Peter Leach graduated from the University of Washington Law School and was approved to the Washington State Bar in 1968. As an attorney in Seattle at Schweppe, Doolittle, Krug, Tausend, Beezer & Beirle, he was counsel to the largest HUD Developer and Manager in the Northwest, Conifer Developments. He later joined that firm as its President in 1971. In 1973 he was one of the three founders of Security Pacific, Inc., now known as Security Properties, acting as its General Counsel until 1975 when he took over the development division and was responsible for developing and closing the first three 11(b) financed elderly projects in the United States as well as closing nine 221(d) 4 GNMA Tandem transactions representing over 2,500 units in four states until he retired from Security Pacific in 1978. From 1982 through 1984 he was a Vice President of Eastdil Realty where he originated and closed over \$40 million of Historic Tax Credit Equity, primarily for Cornerstone Development Company, a subsidiary of the Weyerhaeuser Company.

Vice President: Scott Seckinger graduated Magna Cum Laude from the Florida State University with degrees in finance and real estate. He is involved in all aspects of the acquisition process for Southport's east coast properties from site identification, design, permitting, and financing to project stabilization. Before joining Southport, Scott worked for a nationally recognized tax credit syndicator responsible for generating new business in real estate tax credit investments, managing client relationships, and overseeing project closings. Since joining Southport in 2006, Scott has been responsible for the development of 55 affordable housing communities comprising nearly 8,500 units.

Vice President: Michael Molinari holds a Bachelor of Arts from the University of Colorado-Boulder. He is involved in all aspects of the acquisition process for Southport's east coast division from site identification, design, permitting, and financing, closing coordination, construction oversight and project stabilization. Since joining Southport in 2007, Michael has been responsible for the development of 50 affordable developments consisting of more than 8,000 units in Florida and New York. Prior to joining Southport, Michael was an MBA student and Florida Atlantic University.

Vice President: Paul Fortino graduated from the University of Notre Dame with a degree in American Studies. He later graduated from the University of Notre Dame with a Master in Business Administration. He has been the Senior Vice President of Development for Southport Financial Services, Inc. in Tacoma, WA since 2003. His primary focus is Southport's west coast division including WA, OR, and HI. He directs Acquisitions, Rehabilitation Development and New Construction in Western United States. He has negotiated the Syndication of more than \$100 Million in Tax Credit Equity. Closed Transactions in excess of \$200 Million with various financings including Federal and State LIHTCs, Tax-Exempt Bonds for Private Placements, Rated or Credit Enhanced Public Offerings. Leveraged 4% and 9% LIHTCs to Rehabilitate HUD Financed/Subsidized housing, including initial feasibility and coordinating complicated closing procedures required with Chapter 15 rent increases for Section 8 Rental Contracts, LIHPRA, ELIHPRA, Sections 236, 221(d)3 BMIR and Rent Supplement, 223(f) and 221(d)4. Negotiated and Financed Buyouts and Re-syndications on LIHTC Properties before Year 15. Experienced Financing Housing with Traditional Equity, Public and Private, including REITs. Testified and Presented to Federal, State and Local Government Officials in open and closed sessions regarding housing needs, policy, risks, community support, zoning issues, and HUD participation. Expertly manage entire development from Land Identification through Stabilization and Asset Management. Interviewed and selected general contractors, architects, engineers, and surveyors and awarded numerous contracts in excess of \$100 Million. He is partner in 14 properties providing 1,200+ units of Low Income Housing.

Vice President of Development: Brianne Heffner graduated from the College of Charleston with a degree in Business Administration. She is involved in all aspects of the development process for Southport's east coast division and oversees all of Southport's applications, due diligence, and closings. In addition, her responsibilities include ensuring the rapid and efficient closing of acquisitions through close collaboration with lenders, investors, syndicators, state and local finance authorities, management companies, and sellers. This largely consists of coordinating due diligence items between all parties, as well as assisting with development issues during construction or rehabilitation periods. Includes scheduling, construction draws, and compliance. Since joining Southport in 2012, Brianne has been involved in the closings of 45 developments, totaling more than 7,500 units in Florida, Georgia, Mississippi, North Carolina, New York, Tennessee, and Virginia. Prior to joining Southport, she was a residential real estate broker for RE/MAX Coastal Realty in Northeast North Carolina.

Vice President of Acquisitions: PJ Hornik is responsible for acquisitions and development of select affordable housing projects through the country. PJ has closed various affordable housing real estate transactions in Virginia, Tennessee, Georgia, Alabama and Utah since 2015, and in a previous role working for a national LIHTC syndicator he managed tax credit equity investments in more than 50 properties throughout the Southeast. PJ holds degrees in Building Construction and Finance from the University of Florida and a MBA from the University of Notre Dame.

National Property List

J. David Page

Southport Financial Services, Inc./Southport Development, Inc.

								As of	3/31/2020
	Region ID	Project	City	State	Units	Demo	Program Type	Project Type	
1	EC	400 Apartments	Gainesville	FL	101	Elderly	9% TC - S8	Rehab	
2	EC	Baltic Plaza Apts	Atlantic City	NJ	169	Elderly	4% TC -S8	Rehab	
3	EC	BCC	Cutler Cove (Dade)	FL	104	Family	4% TC -S8	Rehab	
4	EC	Berekely Pointe fka Spring Manor	Ocala	FL	160	Family	4% TC -SAIL-S8	Rehab	
5	EC	Brookestone I Senior	Tallahassee	FL	108	Elderly	4% TC - SAIL	New Const.	
6	EC	Brookfield Mews	Tifton	GA	120	Family	4% TC -SAIL-S8	Rehab	
7	EC	Brookside Village	Ft. Myer	FL	50	Family	4% TC -SAIL-S8	Rehab	
8	EC	Broward Gardens	Ft. Lauderdale	FL	96	Family	9% TC - S8	Rehab	
9	EC	Calusa Estates	Belle Glade	FL	114	Family	9% TC	New Const.	
10	EC	Cambridge Square	Blacksburg	VA	40	Family	4% TC - S8	Rehab	
11	EC	Caravel Arms Apartments	Lauderdale Lake	FL	110	Family	4% TC -SAIL-S8	Rehab	
12	EC	Cedar Park	Lake City	FL	72	Family	4% TC -SAIL-S8	Rehab	
13	EC	Central Court	Tampa	FL	68	Family	9% TC - S8	Rehab	
14	EC	Chelsea Commons	Greenacres	FL	210	Family	LIHTC	Inv. Property	
15	EC	Chipola Apts	Marianna	FL	48	Elderly	9% TC	Rehab	
16	EC	Choctaw Village	Ft. Walton Beach	FL	48	Family	4% TC -SAIL-S8	Rehab	
17	EC	City Place	St Petersburg	FL	82	Elderly	9% TC	New Const.	
18	EC	City Center Place	Birmingham	AL	52	Elderly	Section 8	Inv. Property	
19	EC	Clearwater Apartments	Clearwater	FL	90	Family	4% TC -S8	Rehab	
20	EC	Colony Park	Lake Worth	FL	130	Family	LIHTC	Inv. Property	
21	EC	Columbus Court	Tampa	FL	160	Family	4% TC -S8	Rehab	
22	EC	Congress Park I	Washington	DC	163	Family	4% TC -S8	Rehab	
23	EC	Congress Park II	Washington	DC	214	Family	4% TC -S8	Rehab	
24	EC	Country Village	Johnson City	TN	140	Family	9% -RD	Rehab	
25	EC	Crossroads	Orlando	FL	94	Family	4% TC- HOME	Rehab	
26	EC	Crystal Coast	Morehead	NC	51	Family	Section 8	Inv. Property	
27	EC	Cumberland Oaks Apartments	St Marys	GA	154	Family	Section 8	Inv. Property	
28	EC	Daytona Gardens	Daytona Beach	FL	230	Fmaily	4% TC -S8	Rehab	
29	EC	Delphin Downs	Pensacola	FL	72	Family	4% TC -SAIL	New Const.	
30	EC	Emerald Place	Titusville	FL	136	Family	LIHTC - S8	Inv. Property	
31	EC	Evergreen	Tampa	FL	40	Family	9% TC	New Const.	
32	EC	Fairfax Village	Radford	VA	40	Family	4% TC -S8	Rehab	
33	EC	Fixplay Apartments	Birmingham	AL	23	Family	Conventional	Inv. Property	
34	EC	Forest Glen Apts	Durham	NC	92	Family	LIHTC	Inv. Property	
35	EC	Foxwood Apartments	Panama City	FL	100	Family	9% TC - S8	Rehab	
36	EC	Gadsden Arms Apts	Gadsden	FL	100	Family	9% TC - S8	Rehab	
37	EC	Garden Trail Apartments	Clearwater	FL	76	Family	4% TC - SAIL	New Const.	
38	EC	George Mason	Richmond	VA	26	Family	RAD - S8	Inv. Property	
39	EC	Georgia Arms Apartments	Sanford	FL	90	Family	4% TC -S8	Rehab	
40	EC	Goodall Brown	Birmingham	AL	36	Family	Conventional	Inv. Property	
41	EC	Grande Court at North Port	North Port	FL	128	Family	LIHTC	Inv. Property	
42	EC	Hampton Ridge	Jacksonville	FL	110	Family	4% TC	Rehab	
43	EC	Hampton Villa	Jacksonville	FL	60	Family	4% TC -S8	Rehab	
44	EC	Harbour Court	Haines City	FL	64	Family	4% TC -S8	Rehab	
45	EC	Harold House	Jacksonville	FL	80	Family	9% TC - S8	Rehab	

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
46	EC	Henson Creek Apartments	Ft. Washington	MD	210	Family	LIHTC	Inv. Property
47	EC	Hickory Knoll	Ocala	FL	96	Family	4% TC -SAIL	Rehab
48	EC	Highland Palms	Avon Park	FL	52	Family	9% TC -SAIL	New Const.
49	EC	Hilltop Village	Jacksonville	FL	200	Family	4% TC -S8	Rehab
50	EC	Hillwood Pointe	Jacksonville	FL	100	Family	LIHTC	Inv. Property
51	EC	Jackson Heights	Tampa	FL	111	Family	9% TC - S8	Rehab
52	EC	Jacksonville Townhouses	Jacksonville	FL	250	Elderly	9 % TC -Section 8	Rehab
53	EC	Jamestown Woods	Tallahassee	FL	150	Elderly	LIHTC	Inv. Property
54	EC	Jefferson Lakes I	Baton Rouge	LA	296	Family	4% TC	Rehab
55	EC	Jefferson Lakes II	Baton Rouge	LA	112	Family	Conventional	Inv. Property
56	EC	Jemison Flats	Birmingham	AL	59	Family	Conventional	Inv. Property
57	EC	La Vista Oaks fka St. James Place	Tampa	FL	126	Family	4% TC - SAIL	Rehab
58	EC	Laburnum Gardens	Valrico	FL	81	Elderly	9% TC	New Const.
59	EC	Lake Mangonia Apartments	West Palm Beach	FL	150	Family	4% TC -S8	Rehab
60	EC	Lake Wales Gardens	Lake Wales	FL	96	Family	4% TC -SAIL	Rehab
61	EC	Laurel Ridge	Hillsville	VA	50	Family	Section 8	Inv. Property
62	EC	Lincoln Field Apartments	Miami	FL	213	Family	4% TC -S8	Rehab
63	EC	Locust Manor Sr Residence	Jamaica	NY	58	Elderly	9% TC	New Const.
64	EC	Locust Manor Family Apartments	Jamaica	NY	54	Family	9% TC	New Const.
65	EC	Lumms Park Manor	Miami	FL	51	Elderly	9% TC -S8	New Const.
66	EC	Majestic Oaks	Gainesville	FL	172	Family	9% TC - S8	Rehab
67	EC	Mallards Landing	West Palm Beach	FL	163	Family	LIHTC	Rehab
68	EC	Marina Bay	Lake Worth	FL	192	Family	LIHTC	Inv. Property
69	EC	Mobley Park Apartments	Tampa	FL	238	Family	LIHTC	Inv. Property
70	EC	Monteagle Ridge Estates	Niagara Falls	NY	150	Family	4% TC -S8	Rehab
71	EC	Mountain Woods	Dalton	GA	100	Family	Section 8	Inv. Property
72	EC	New York Avenue Apts	Atlantic City	NJ	150	Elderly	4% TC -S8	Rehab
73	EC	North 25 Apartments	Trenton	NJ	233	Family	4% TC -S8	Rehab
74	EC	Oakwood Villa Apartments	Jacksonville	FL	200	Family	4% TC -S8	Rehab
75	EC	Orangewood Village Apartments	Ft. Pierce	FL	60	Family	4% TC -SAIL-S8	Rehab
76	EC	Ospreys Landing	Naples	FL	176	Family	LIHTC	Inv. Property
77	EC	Palm Gardens	Lake Worth	FL	80	Family	4% TC - RRLP	New Const.
78	EC	Palmetto Pointe	Pinellas Park	FL	82	Family	4% TC/SAIL/NHTF	New Const.
79	EC	Palms West	West Palm	FL	290	Family	4% TC	Rehab
80	EC	Parkside Commons	Pinellas Park	FL	60	Family	9% TC	New Const.
81	EC	Parrish Oaks	Oxford	FL	120	Family	4% TC/SAIL	New Const.
82	EC	Pavillion at Baisley Blvd	Queens, NY	FL	86	Family	4% TC - NY SLIC	New Const.
83	EC	Pembroke Tower	Pembroke Pines	FL	100	Elderly	4% TC -SAIL-S8	Rehab
84	EC	Pine Creek	Ft Pierce	FL	108	Family	9% TC - S8	Rehab
85	EC	Pinewood Apartments	Athens	GA	90	Family	4% TC -S8	Rehab
86	EC	Pinewood Pointe Apts	Jacksonville	FL	136	Family	4% TC	Rehab
87	EC	Place One Apartments	Richmond	VA	114	Family	4% TC -S8	Rehab
88	EC	Raven Crossing	Altamonte	FL	248	Family	LIHTC	Inv. Property
89	EC	Reflections	Richmond	VA	104	Senior	LIHTC	Inv. Property
90	EC	Ridgewood Apartments	Winter Haven	FL	36	Family	9% TC -Section 8	Rehab
91	EC	Sabal Palms	Melbourne	FL	72	Family	LIHTC	Inv. Property

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
92	EC	San Marco Villas I & II	Lake Park	FL	400	Family	LITHC	Inv. Property
93	EC	Seminole Gardens	Sanford	FL	108	Family	4% TC -S8	Rehab
94	EC	Serrano Apartments	West Palm Beach	FL	193	Family	Conventional	Inv. Property
95	EC	Silver Oak Apartments	Tampa	FL	200	Family	9% TC - S8	Rehab
96	EC	Stevens Duval	Jacksonville	FL	52	Elderly	4% TC -SAIL-S8	Rehab
97	EC	Sunrise Place Apartments	Tallahassee	FL	99	Family	4% TC -S8	Rehab
98	EC	Tampa Heights	Tampa	FL	33	Family	Section 8	Inv. Property
99	EC	The Crossings at Indian Run	Stuart	FL	344	Family	4% TC	Rehab
100	EC	The Grand at Day Pointe	Goldboro	NC	160	Family	Section 8	Inv. Property
101	EC	The Pavillion Aptmns	Jamaica	NY	54	Family	4% - Bond	New Const.
102	EC	Timberwood Trace	Jacksonville	FL	224	Family	4% TC	Rehab
103	EC	Timuquana Apts	Jacksonville	FL	100	Family	4% TC	Rehab
104	EC	University Plaza	Jacksonville	FL	120	Family	9% TC	Rehab
105	EC	Venice Cove Apartments	Ft. Lauderdale	FL	150	Family	LIHTC	Inv. Property
106	EC	Watauga Woods	Orlando	FL	216	Family	LIHTC	Inv. Property
107	EC	Wedgewood	West Palm Beach	FL	81	Elderly	9% TC - S8	Rehab
108	EC	Westminister Oaks	Springfield	VA	50	Family	LIHTC	Rehab
109	EC	Woodberry Apartments	Asheville	NC	168	Family	Conventional	Inv. Property
110	EC	Woodlawn Trail	Clearwater	FL	80	Family	4% TC - SAIL	New Const.
Subtotal EC Properties & Dwelling Units				110	13,358			
1	MW	Autumn House Apts	Marysville	MO	50	Elderly	4% TC -S8	Rehab
2	MW	Bethe/Zebulonl Park Apts	Bethel	OH	150	Family	4% TC	Rehab
3	MW	Bridgeport Apts	Kansas City	MO	232	Family	4% TC	Rehab
4	MW	Claudell Lane Phase 1	Columbia	MO	20	Family	9% TC	Rehab
5	MW	Claudell Lane Phase 2	Columbia	MO	20	Family	9% TC	Rehab
6	MW	Columbia Square Townhomes	Columbia	MO	128	Family	4% TC -S8	Rehab
7	MW	Friendship Village	Kansas City	MO	145	Family	4% TC -S8	Rehab
8	MW	Henderson Court	Bloomington	IN	150	Family	4% TC -S8	Rehab
9	MW	Highland Park Apts	Topeka	KS	200	Family	9% TC - S8	Rehab
10	MW	Jefferson Manor Apts	Kansas City	MO	87	Family	4% TC -S8	Rehab
11	MW	Lakewood	Columbia	MO	100	Family	4% TC -S8	Rehab
12	MW	Landmark Tower	Liberty	MO	60	Elderly	4% TC -S8	Rehab
13	MW	Lexington	Lexington	MO	48	Family	9% TC - S8	Rehab
14	MW	Lom Vista	Ossawatamie	KS	64	Family	4% TC -S8	Rehab
15	MW	Old Oak Tree	Independence	MO	126	Elderly	4% TC -S8	Rehab
16	MW	Overbrook Apts	Merriam	KS	70	Family	9% TC - S8	Rehab
17	MW	Overland Park Estates	Overland Park	KS	60	Family	9% TC - S8	Rehab
18	MW	Sunset Townhomes	Newton	KS	50	Family	9% TC - S8	Rehab
19	MW	Thunderbird Apts	Harrisonville	MO	50	Family	4% TC -S8	Rehab
20	MW	University Commons Apt	University City	MO	133	Family	4%-236-S8-RAP	Rehab
Subtotal MW Properties & Dwelling Units				20	1,943			
1	WC	Alderwood	Lemoore	CA	80	Family	Conventional/ LIHTC	Inv. Property
2	WC	Beech Street	Yakima	WA	60	Family	LIHTC	Inv. Property
3	WC	Birch Street Apts	Quincy	WA	26	Family	4% TC	New Const.
4	WC	Brookstone Apts	Spokane	WA	82	Family	9% TC	Rehab
5	WC	Buien Haus	Burien	WA	34	Family	9% TC - Section 8	Rehab
6	WC	Cambridge Apts	Maderia	CA	61	Family	LIHTC	Inv. Property

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
7	WC	Casa del Sol Apts	Sunnyside	WA	26	Family	9% TC	New Const.
8	WC	Casa del Sol Apts	Hanford	CA	81	Family	9% TC	Inv. Property
9	WC	Chaparral Apts	Moses Lake	WA	26	Family	9% TC	New Const.
10	WC	Chaparral II Apts	Moses Lake	WA	26	Family	9% TC	New Const.
11	WC	Chehalis Valley Apts.	Chehalis	WA	26	Family	9% TC	New Const.
12	WC	Chestnut Court Apts	Yakima	WA	26	Family	9% TC	New Const.
13	WC	Clarkston Gardens Apts	Clarkston	WA	26	Family	9% TC	New Const.
14	WC	Clarkston Manor Apts	Clarkston	WA	12	Family	9% TC	New Const.
15	WC	Cornerstone Apts	Yakima	WA	121	Family	9% TC	New Const.
16	WC	Colorado Apts	Clarkston	WA	26	Family	9% TC	Rehab
17	WC	Corridor Apts	Centralia	WA	26	Family	9% TC	New Const.
18	WC	Cottonwood Glen	Clarkston	WA	20	Family	9% TC	New Const.
19	WC	Covington Senior	Covington	WA	121	Elderly	LIHTC	Inv. Property
20	WC	Creekside Apts	Shelton	WA	18	Family	9% TC	New Const.
21	WC	Creekside Apts	Tulare	CA	61	Family	LIHTC	Inv. Property
22	WC	Crestview Terrace Apts	Ellensburg	WA	168	Family	9% TC - S8	Rehab
23	WC	Crowne Pointe	Olympia	WA	160	Family	4% TC	New Const.
24	WC	East Linda Gardens	Marysville	CA	103	Family	9% TC	Inv. Property
25	WC	East Ridge Apts	Yakima	WA	26	Family	9% TC	New Const.
26	WC	Fair Street Apts	Clarkston	WA	26	Family	9% TC	New Const.
27	WC	Falls Park Apts	Sioux Falls	SD	74	Family	9% TC	New Const.
28	WC	Falls Terrace	Sioux Falls	SD	66	Family	9% TC	New Const.
29	WC	Forest Grove fka Summer Ridge	Lacey	WA	116	Family	Conventional	Rehab
30	WC	Grand Hotel	Yakima	WA	51	Elderly	9% TC	New Const.
31	WC	Haili Apts	Hilo	HI	36	Elderly	Section 8	Rehab
32	WC	Hale Hoaloha	Hilo	HI	81	Family	4% TC -S8	Rehab
33	WC	Hale O'Hauoli Apts	Honolulu	HI	100	Family	4% TC -S8	Rehab
34	WC	Harrison Village	Centralia	WA	31	Family	LIHTC	Inv. Property
35	WC	Hilltop Apts.	Wenatchee	WA	26	Family	9% TC	New Const.
36	WC	Kaneohe Elderly Apts	Kaneohe	HI	44	Elderly	4% TC -S8	Rehab
37	WC	Lakeland Pointe Apts	Moses Lake	WA	26	Family	9% TC	New Const.
38	WC	Lakeland Pointe II Apts	Moses Lake	WA	26	Family	9% TC	New Const.
39	WC	Maple Street Apts	Wenatchee	WA	52	Family	9% TC	New Const.
40	WA	Maplewood Apts	Fresno	CA	100	Family	Conventional/ LIHTC	Inv. Property
41	WC	Mason Ave Apartments	Tacoma	WA	105	Family	9% TC	New Const.
42	WC	Mayflower Apartments	Lehi	UT	192	Family	LIHTC	Inv. Property
43	WC	McMurray Park	Richland	WA	100	Family	Conventional	Rehab
44	WC	Mecca III Apartments	Mecca	CA	58	Family	Section 8	Inv. Property
45	WC	Moses Lake Meadows Apt	Moses Lake	WA	26	Family	9% TC	New Const.
46	WC	Mountain View	Porterville	CA	60	Family	Conventional/ LIHTC	Inv. Property
47	WC	North Lake Apts	North Sioux City	SD	40	Family	9% TC	New Const.
48	WC	North River Apts	East Wenatchee	WA	26	Family	9% TC	New Const.
49	WC	Oak Trace	Tacoma	WA	60	Family	9% TC	New Const.
50	WC	Olympic Pointe Apts	Port Orchard	WA	76	Family	9% TC	Rehab
51	WC	Orchard Heights Apts.	Tacoma	WA	26	Family	9% TC	New Const.
52	WC	Orchard West Apts.	Tacoma	WA	36	Family	9% TC	New Const.

	Region ID	Project	City	State	Units	Demo	Program Type	Project Type
53	WC	Parkview Apts	Quincy	WA	26	Family	9% TC	New Const.
54	WC	Parkwood Townhomes	Sunnyside	WA	26	Family	9% TC	Rehab
55	WC	Pinecrest Apts	Pasco	WA	54	Family	9% TC	New Const.
56	WC	Pineview	Bakersfield	CA	110	Family	Conventional/ LIHTC	Inv. Property
57	WC	Pioneer Park Apts	Connell	WA	51	Family	9% TC	New Const.
58	WC	Quail Ridge Apts	Kennewick	WA	51	Family	9% TC	Rehab
59	WC	Queen Emma	Honolulu	HI	71	Family	4%	Rehab
60	WC	Rapid Creek Apts	Rapid City	SD	54	Family	9% TC	New Const.
61	WC	Rivard Central	Yakima	WA	62	Elderly	9% TC	Rehab
62	WC	River Pauahi	Honolulu	HI	49	Elderly	4% TC -S8	Rehab
63	WC	Rose Cove	Armington	UT	124	Family	LIHTC	Inv. Property
64	WC	Sagewood	Yakima	WA	76	Family	9% TC	New Const.
65	WC	Scenic Pines	Tacoma	WA	176	Family	LIHTC	Inv. Property
66	WC	Southcreek I Apts	Centralia	WA	52	Family	9% TC	New Const.
67	WC	Southcreek II Apts	Centralia	WA	52	Family	9% TC	New Const.
68	WC	Spruce Street 2 Apartments	Yakima	WA	36	Family	9% TC	New Const.
69	WC	Spruce Street Apartmetns	Yakima	WA	26	Family	9% TC	New Const.
70	WC	Steinbeck Commons	Salinas	CA	100	Family	4% TC-M2M-S8	Rehab
71	WA	Stonewood Apartments	Yakima	WA	60	Family	9% LIHTC/ FHLB	Rehab
72	WC	Sunridge Townhomes	Sunnyside	WA	26	Family	9% TC	New Const.
73	WC	The Madison	Seattle	WA	73	Family	LIHTC	Inv. Property
74	WC	The Meadows	Bakersfield	CA	134	Family	Conventional/ LIHTC	Inv. Property
75	WC	Third Avenue Apts	Quincy	WA	26	Family	9% TC	New Const.
76	WC	Tower Apts	Sioux Falls	SD	48	Family	9% TC	New Const.
77	WC	Village Oaks	Victorvilla	CA	116	Family	9% TC	Inv. Property
78	WC	Vineyard Apts	Mattawa	WA	36	Family	9% TC	New Const.
79	WC	Viola Apartmetnts	Yakima	WA	26	Family	9% TC	New Const.
80	WC	Viola II Apartments	Yakima	WA	52	Family	9% TC	New Const.
81	WC	Waimanalo Apts	Honolulu	HI	80	Family	4% TC -S8	Rehab
82	WC	Waipahu Hall	Waipahu	HI	72	Elderly	4% TC -S8	Rehab
83	WC	Wescott Apts	Sunnyside	WA	26	Family	9% TC	New Const.
84	WC	Wilbur Manor Apts	Walla Walla	WA	38	Family	9% TC	New Const.
85	WC	Wilikina fka Kawahi Maluai	Honolulu	HI	119	Family	9% TC - S8	Rehab
	Subtotal WC Properties & Dwelling Units				85	5,230		
	TOTAL U.S. PROPERTIES & DWELLING UNITS				215	20,531		

Northwoods Apartments

Emporia, VA

Work Scope

The proposed scope of work is as follows:

Interior

- Replace kitchen and bath millwork
- Replace appliances
- Replace WH
- Replace bathroom fixtures/accessories
- New vinyl plank flooring
- DW Patch
- Paint
- Replace HVAC, equipment, clean ducts
- Plumbing (misc repairs)

Exterior

- Replace siding w/ cement board or vinyl plank
- Replace windows
- Replace doors
- Sidewalks & repairs
- Stripe and seal parking lot
- Exterior Patios/Storage
- Landscaping
- Roof

Misc

- Office/Community Bldg
- Playground with equipment
- ADA/Life Safety Compliance
- Window Coverings
- Electric (Light Fixtures, GFIs)
- Termite
- General Demo
- Cleaning & Misc

Exhibit C

Northwood - Emporia, VA		Batch #	1	2	3	4	5	6	7
Rehab Schedule		Weeks/Batch	6	6	6	6	6	6	6
		Days/Batch	42	42	42	42	42	42	42
Start Date		3/17/2025	3/24/2025	5/12/2025	6/30/2025	8/18/2025	10/6/2025	11/24/2025	1/12/2026
End Date		3/24/2025	5/5/2025	6/23/2025	8/11/2025	9/29/2025	11/17/2025	1/5/2026	2/23/2026
# of Days	301	7	42	42	42	42	42	42	42
# of Months	10.03								
# of Units	72		12	12	12	12	8	8	8
# Buildings / # Turns	7 / 7		3	3	3	2	1	1	1
Site Work			UFAS	UFAS	UFAS	UFAS			
Units		Mobilization					Community & Site		Punch
			710-A	704-A	304-A	709-A	717-A	714-A	716-A
			710-B	704-B	304-B	709-B	717-B	714-B	716-B
			710-C	704-C	304-C	709-C	717-C	714-C	716-C
			710-D	704-D	304-D	709-D	717-D	714-D	716-D
			708-A	702-A	302-A	712-A	717-E	714-E	716-E
			708-B	702-B	302-B	712-B	717-F	714-F	716-F
			708-C	702-C	302-C	712-C	717-G	714-G	716-G
			708-D	702-D	302-D	712-D	717-H	714-H	716-H
			706-A	700-A	300-A	712-E			
			706-B	700-B	300-B	712-F			
			706-C	700-C	300-C	712-G			
			706-D	700-D	300-D	712-H			

SP Northwood LLC

_____, 2025

Dear _____:

SP Northwood LLC (the “New Owner”) will be rehabilitating the property you currently occupy at Northwood Village Apartments in Emporia, VA. The New Owner has applied for and been approved for various funding sources and/or other federal funds.

The purpose of this notice is to inform you that you will be relocated temporarily **on-site** for approximately 30 days in connection with the proposed project.

The temporary units will be decent, safe and sanitary. You will need to continue to pay your rent and comply with all other lease terms and conditions. To be eligible for financial assistance, you must be in good standing with your lease. You will receive at least 30 days prior written notice before any temporary move, which is expected to be to another unit at Northwood Village Apartments.

The cost of all cable, utility usage and utility hook-ups for the transition housing units on-site, and any additional, related out-of-pocket expenses will be paid by the New Owner.

If federal financial assistance is provided for the proposed project you will be protected by a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). One of the URA protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal the agency’s determination, if you feel that your application for assistance was not properly considered. Please note this paragraph applies only to displaced persons and it is our intention that no residents be displaced.

(NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.)

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

- This is **not** a notice to vacate the premises.
- This is **not** a notice of relocation eligibility.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact:

Y’Nona Hunter-Richardson
Regional Property Manger
9711 Washingtonian Blvd., Suite 200
Gaithersburg, Maryland 20878
301-562-1760

Sincerely,

PJ Hornik
Vice President

Confirmation of Receipt by Tenant: _____
Signature

Name (Please Print)

Date

Exhibit F

**MOVE-IN NOTICE
(NOTICE TO PROSPECTIVE TENANT)**

SP Northwood LLC Letterhead

(date)

Dear _____:

On (date) , (property owner) submitted an application to the (Grantee) for financial assistance under a program funded by the Department of Housing and Urban Development (HUD). The proposed project involves the acquisition and rehabilitation of the property located at (address) . Because Federal funds are planned for use in this project, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) may apply to persons in occupancy at the time the application was submitted for HUD funding. However, if you choose to occupy this property subsequent to the application for federal financial assistance, as a new tenant you will not be eligible for relocation payments or assistance under the URA.

This notice is to inform you of the following information **before you enter into any lease agreement and/or occupy the property located at the above address:**

- ◆ You may be required to relocate temporarily.
- ◆ You will not be entitled to any relocation payments or assistance provided under the URA. If you have to move or your rent is increased as a result of the above project, you will not be reimbursed for any such rent increase or for any costs or expenses you incur in connection with a move as a result of the project.

Please read this notification carefully prior to signing a rental agreement and moving into the project. Once you have read and have understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

 (name and title)

I have read the above information and understand the conditions under which I am moving into this project.

Print Name of Tenant(s)

Signature(s)

Address and Unit Number

Date


Tab K:

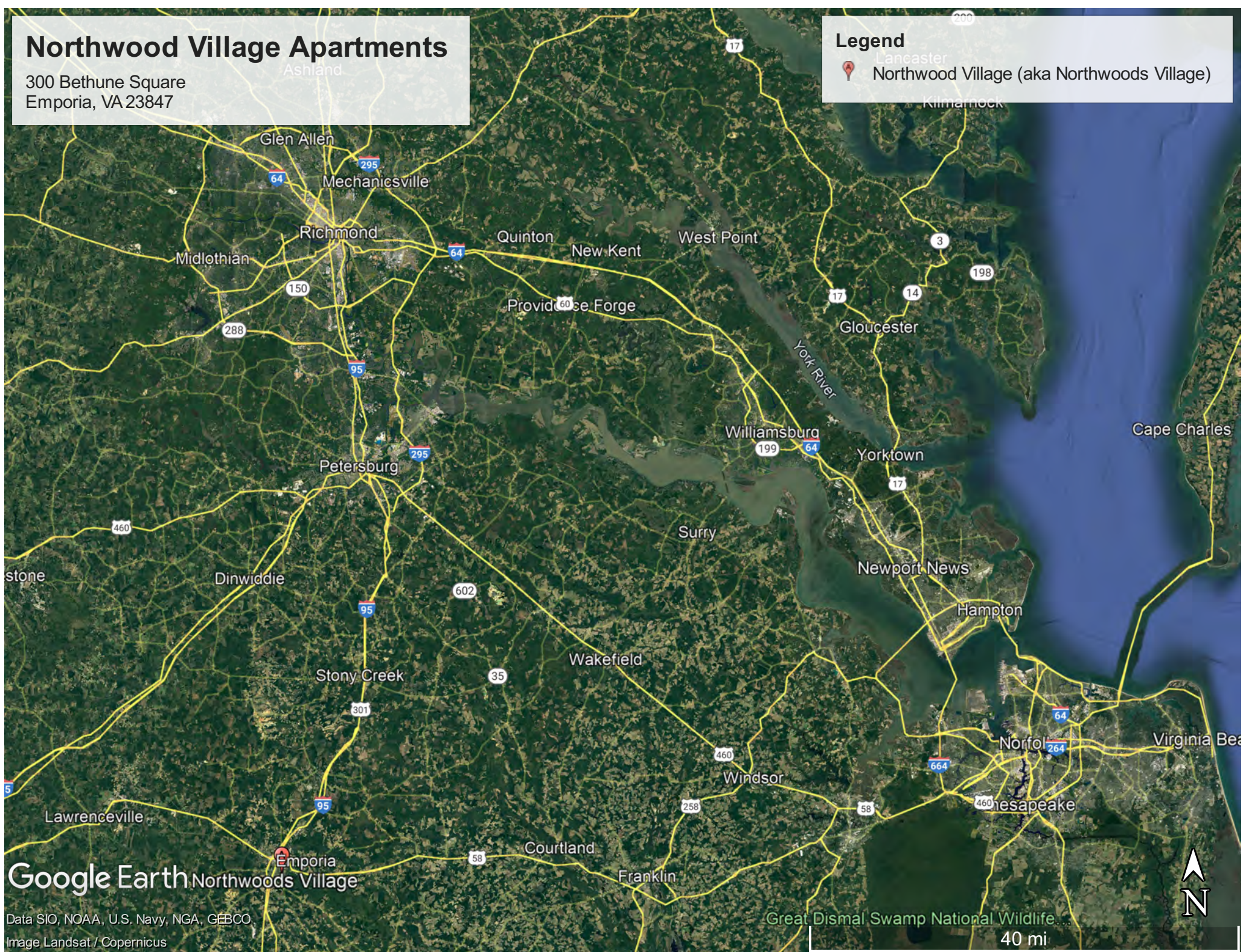
Documentation of Development Location:

Northwood Village Apartments

300 Bethune Square
Emporia, VA 23847

Legend

 Northwood Village (aka Northwoods Village)



Google Earth Northwoods Village

Data SIO, NOAA, U.S. Navy, NGA, GEBCO
Image Landsat / Copernicus


Great Dismal Swamp National Wildlife...

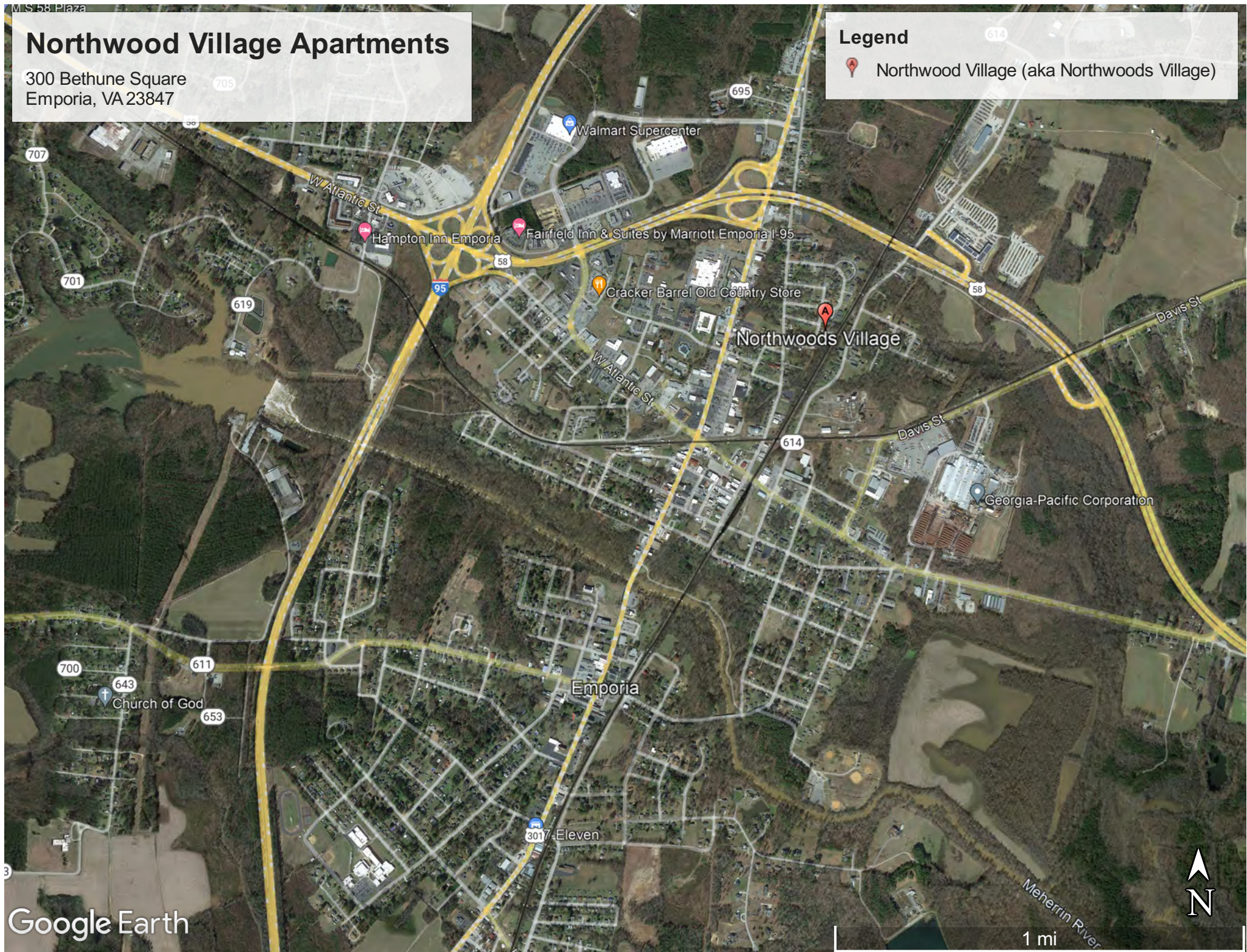
40 mi

Northwood Village Apartments

300 Bethune Square
Emporia, VA 23847

Legend


 Northwood Village (aka Northwoods Village)

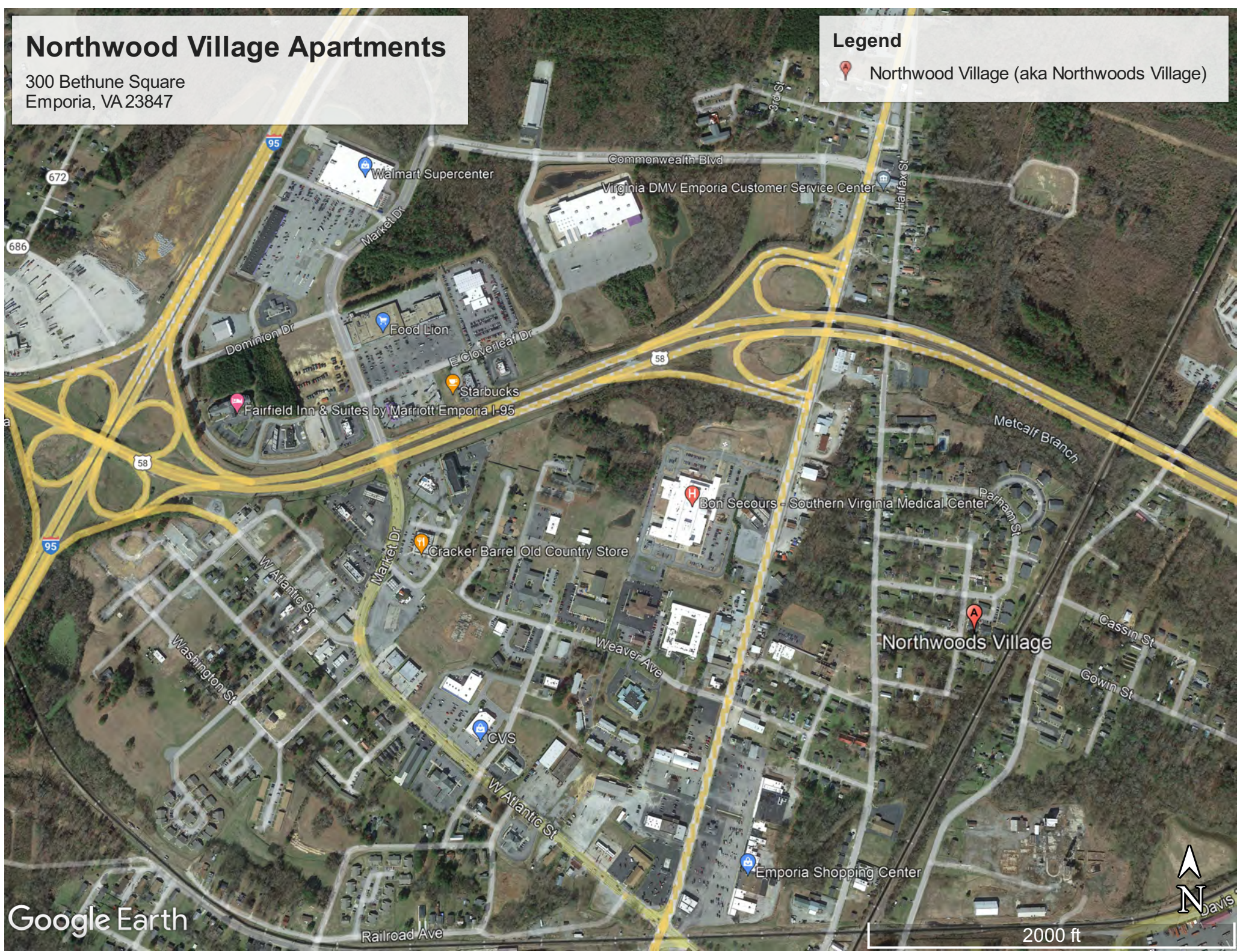


Northwood Village Apartments

300 Bethune Square
Emporia, VA 23847

Legend


 Northwood Village (aka Northwoods Village)



Northwood Village Apartments

300 Bethune Square
Emporia, VA 23847

Legend

 Northwood Village (aka Northwoods Village)

Bloom Retirement Center by

Bon Secours - Southern Virginia Medical Center

Bon Secours - Southern Virginia Medical

Shell

Cabbie's Transportation

Animal Hospital of Emporia

New Birth Holiness Church

Rehabilitation Center
YMCA OF EMPORIA-GREENSVILLE

Southern Cars Inc

Accordus Health at Emporia

Farm & Lawn Services

Greensville County Public Schools

Herrin Dialysis Center

Google Earth

Monte's Flowers & Gifts

El Shaddai Ministries

800 ft



Tab K.1

Revitalization Area Certification



2023 and 2024 Small DDAs and QCTs

Overview of 2023 and 2024 Small DDAs and QCTs

The 2024 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2024. The 2024 QCT designations use tract boundaries from the 2020 Decennial census. The 2024 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2010 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published September 21, 2023.

Current zoom: 12

Select Year:

2024 2023

Select Layer(s):

LIHTC Projects (Zoom 11+)

FMR Outlines (Zoom 4+)

Difficult Development Areas (Zoom 7+)

Non-Metro Difficult Development Areas

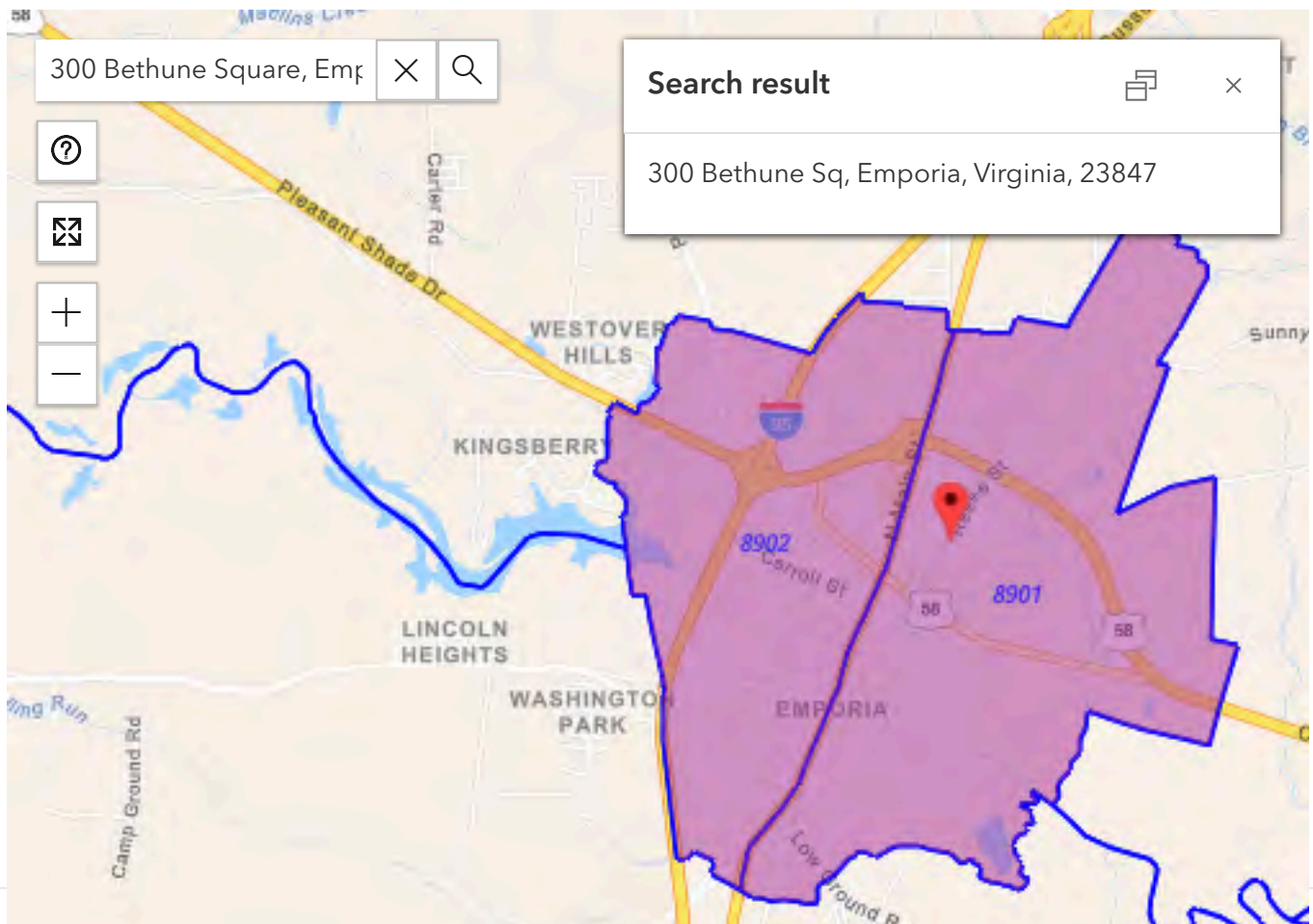


Small Difficult Development Areas



Color QCT Qualified Tracts (Zoom 7+)





VGIN, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, U... Powered by Esri

About PD&R

- [PD&R Mission](#)
- [Organization Chart](#)
- [PD&R Events](#)
- [PD&R Guidelines & Brochures](#)
- [HUD Secretary's Awards](#)
- [Disclaimer of Liability and Endorsement](#)

Reference

- [Contact Us](#)
- [First Time Visitor](#)
- [HUD User eBookstore](#)
- [HUD User Archives](#)
- [Webstore](#)

Research

- [Case Studies](#)
- [Datasets](#)
- [Periodicals](#)
- [Regulatory Barriers](#)
- [Clearinghouse](#)
- [Research & Reports](#)

Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.



HUD USER

P.O. Box 23268, Washington, DC 20026-3268

Toll Free: 1-800-245-2691 **TDD:** 1-800-927-7589

Local: 1-202-708-3178 **Fax:** 1-202-708-9981



2024 IRS SECTION 42(d)(5)(B) NONMETROPOLITAN QUALIFIED CENSUS TRACTS

(2020 Census and 2015-2019, 2016-2020 and 2017-2021 American Community Survey (ACS) Data; OMB Metropolitan Area Definitions, September 18, 2018)

NONMETROPOLITAN PART OF STATE: Virginia

COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Accomack County	904.02	908.00									
Alleghany County	701.00										
Brunswick County	9302.03										
Buchanan County	101.00	102.00	104.00	105.00	107.00						
Carroll County	806.03										
Charlotte County	9301.01	9301.02									
Dickenson County	401.00	402.00	404.00								
Halifax County	9302.02										
Henry County	108.00	112.00									
Lee County	9501.00	9503.01	9505.00								
Mecklenburg County	9302.02										
Pittsylvania County	106.00										
Prince Edward County	9301.01	9302.02									
Russell County	302.01	303.00									
Smyth County	306.00										
Surry County	8601.00										
Tazewell County	205.00	209.00									
Wise County	9311.00	9315.00									
Wythe County	501.01										
Buena Vista city	9306.02										
Danville city	2.00	3.00	4.00	5.00	10.00	11.00	12.00	13.02			
Emporia city	8901.00	8902.00									
Galax city	701.02										
Martinsville city	1.00	2.00	4.00								
Norton city	9601.00										

NONMETROPOLITAN PART OF STATE: Washington

COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Adams County	9505.00										
Clallam County	3.00										
Grant County	108.00										
Grays Harbor County	10.00	12.00									
Island County	9702.00										
Kittitas County	9754.03	9754.04									
Lewis County	9709.00										
Mason County	9608.00										
Okanogan County	9402.00	9703.01	9703.03	9707.00							
Whitman County	1.00	5.00	6.01	6.02							

Tab K.2

Surveyor's Certification of Proximity to
Public Transportation using Virginia
Housing template

Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department
taxcreditapps@virginiahousing.com.

Date 2/12/2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development Northwood Village Apartments

Name of Owner SP Northwood LLC

Ladies and Gentlemen:

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

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

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

Firm Name BALZER & ASSOCIATES, INC.

By CHRIS FINLEY 

Its ASSOCIATE VICE PRESIDENT
Title



This Tab is not applicable to the SP Northwood LLC application.

Tab L:

PHA / Section 8 Notification Letter

This Tab is not applicable to the SP Northwood LLC application.

Tab M:

Intentionally Blank

This Tab is not applicable to the SP Northwood LLC application.

Tab N:

Homeownership Plan

Tab O:

Plan of Development Certification Letter

Plan of Development Certification

DATE: 1/30/2024

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: Stephanie Flanders

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Northwood Village Apartments</u>
Name of Owner/Applicant:	<u>SP Northwood LLC</u>
Name of Seller/Current Owner:	<u>Emporia Limited, a Virginia limited partnership</u>

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

DEVELOPMENT DESCRIPTION:

Development Address:
300 Bethune Square, Emporia, VA 23847

Legal Description:
Exhibit A Legal Description of Land is attached

Plan of Development Number: N/A (rehabilitation of existing property)

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____ Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	_____ # Units	_____ # Buildings	_____ Total Floor Area
<input checked="" type="checkbox"/> Rehabilitation:	<u>72</u> # Units	<u>14</u> # Buildings	<u>56,380</u> Total Floor Area

Other Descriptive Information:

Existing 72 unit (20 1BR, 36 2BR, 16 3BR) property on 6.3532ac site zoned R-3 and having an approved non-conforming use under the approved plan at the time of original construction in 1979.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: N/A (rehab of existing property)

Matthew E. Culbreath
 Signed
Matthew E. Culbreath
 Printed Name
 Planning & Zoning Director
 Title
 434-634-7301
 Phone
1/30/2024
 Date

NOTES TO LOCALITY:

- Return this certification to the developer for inclusion in the tax credit application package.
- Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

EXHIBIT A

Legal Description of Land

That certain tract or parcel of land, situate in the City of Emporia, Virginia, fronting on Evans Street and Parham Street, designated as Parcel A, Section A, on a Property Map of Emporia Redevelopment and Housing Authority, dated October 17, 1977, made by Bodie, Mills, Taylor & Puryear, Inc., Engineers, of record in the Clerk's Office of the Circuit Court of Greensville County, Virginia, and being further described on said plat as follows: BEGINNING at a point on the east side of Evans Street, at the point of intersection of the southwest corner of the property herein conveyed and the northwest corner of adjacent property owned by one Fred Douglas Green and running thence along the east side of Evans Street N 14° 55' 35" E, 197.08 feet to a point, thence following the curve of the street of Parham Street to the point on the north side of said Parham Street, S 79° 46' 17" E from the eastern boundary line of Parcel No. 123-A-83 and running thence from said point N 16° 47' 51" E, 170.97 feet to a point; thence N 75° 42' 30" E, 64.50 feet to a point; thence S 89° 17' 30" E, 104 feet to a point; thence S 69° 47' 29" E, 111.33 feet to a point; thence S 39° 36' 53" E, 142.01 feet to a point; thence S 14° 05' 58" E, 217.67 feet to a point on the west side of the Seaboard Coastline Railroad property; thence along said Seaboard Coastline Railroad property S 35° 15' 19" W, 894.16 feet to a point; thence N 68° 18' 08" W, 224.93 feet to the point of BEGINNING on the east side of Evans Street and containing 6.3532 acres.

This Tab is not applicable to the SP Northwood LLC application.

Tab P:

Zero Energy or Passive House documentation for
prior allocation by this developer

Tab Q:

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



PM
4-29-15
034
TD: TS, DP, RV, MT

April 22, 2015

Teresa Styers
Landura Management Associates
4623 Country Club Road
Winston-Salem, NC 27104

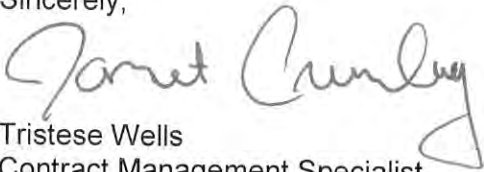
**RE: Emporia Limited
Section 8 Contract #: VA36R000004**

Dear Teresa Styers,

Enclosed are fully executed copies of the Housing Assistance Payments Contract and form HUD-92458, Rent Schedule, signed by all parties for your records.

Thank you for your time and cooperation. If you have any questions, please contact me at (888) 466-5572 ext. 2762 or twells@navigatehousing.com.

Sincerely,



Tristese Wells
Contract Management Specialist

Enclosure(s)

BOARD OF DIRECTORS

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Spencer Ragland
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DIRECTOR OF
CONTRACT ADMINISTRATION

JACKSON, MISSISSIPPI
HARTFORD, CONNECTICUT
RICHMOND, VIRGINIA

500 OFFICE PARK DRIVE, STE 300
BIRMINGHAM, AL 35226
T: 888.466.5572
F: 888.723.8937

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Attachment 11-2

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U.S. Department of Housing and Urban Development
Office of Housing

<p>Project-based Section 8</p> <p>HOUSING ASSISTANCE PAYMENTS</p> <p>BASIC RENEWAL CONTRACT</p> <p>MULTI-YEAR TERM</p> <p>Emporia Limited VA36R000004</p>
--

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract

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U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT¹

MULTI-YEAR TERM

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: **VA36R000004**

Section 8 Project Number of Expiring Contract: **Same**

FHA Project Number (if applicable): **N/A**

Project Name: **Emporia Limited**

Project Description:³

This property is located at 712 A Carver Circle, Emporia, VA 23847 in the County of Emporia City, VA. It is consist of 72 section 8 units, 20 one bedrooms, 36 two bedrooms, and 16 three bedrooms.

TYPE OF RENEWAL

- Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).
- Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

Navigate Affordable Housing Partners

Address of Contract Administrator

**500 Office Park Drive, Suite 300
Birmingham, AL 35223**

Name of Owner⁵

Emporia Limited

Address of Owner

**P.O. Box 25088
Winston-Salem, NC 27114-5088**

2 TERM AND FUNDING OF RENEWAL CONTRACT

a The Renewal Contract begins on **4/1/2015**⁶ and shall run for a period of **20 (Twenty)**⁷ years.

b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ **\$414,113**⁸, an amount sufficient to provide housing assistance payments for approximately **12**⁹ months of the first annual increment of the Renewal Contract term.

- c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No. 105-65, October 27, 1997, 111 Stat. 1384), as amended.

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at

the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract.

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing

assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

- a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
 - (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;

-
- (3) Contract rent adjustments; and
 - (4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):
 - (i) Using an OCAF; or
 - (ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.

-
- (b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

(2) **Comparability adjustments**

- (a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).
- (b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, *if applicable*).**
 - (i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).
 - (ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.
 - (iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

(d) Adjusting contract rent

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) Procedure for rent adjustments during renewal term

- (a)** To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.
- (b)** The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.
- (c)** Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a** The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b** The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a** Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b** If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of

section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

- a** This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator

RECEIVED APR 02 2015

Navigate Affordable Housing Partners

By: 

RECEIVED APR 20 2015

Signature of authorized representative

Eric Q. Strong, CEO

Name and official title

Date 4/2/15

U.S. Department of Housing and Urban Development

By: 

Signature of authorized representative

Uche A. Oluku - Director, Multifamily Housing, United States Dept. of Housing and Urban Development

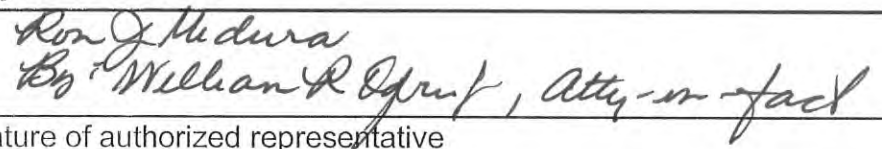
Name and official title

Date 4/9/2015

Owner

Name of Owner

Emporia Limited

By: 
Signature of authorized representative

Ron J. Midura - General Partner

Name and title

Date 3-31-2015

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RECEIVED APR 20 2015

EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")

BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: **VA36R000004**FHA Project Number (if applicable): **N/A**Effective Date of the Rent Increase (if applicable): **4/1/2015**

<u>Number of Contract Units</u>	<u>Number of Bedrooms</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
20	1 Bedroom, Family	\$ 554	\$ 65	\$ 619
36	2 Bedroom, Family	\$ 610	\$ 69	\$ 679
16	3 Bedroom, Family	\$ 712	\$ 97	\$ 809

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments:

(HUD-9637)

Basic Renewal Contract
Multi-Year Term
REV-11-05-2007

EXHIBIT B

DISTRIBUTIONS LIMITATION

FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, **plus**
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

Rent Schedule Low Rent Housing

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp. 07/31/2017)

RECEIVED APR 02 2015

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name Emporia Limited - VA36R000004	FHA Project Number N/A	Date Rents Will Be Effective (mm/dd/yyyy) 4/1/2015
---	---------------------------	---

Part A – Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 04 / 01 / 2015	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom, Family	20	\$554	\$11,080	\$65	\$619	\$0	\$0
2 Bedroom, Family	36	\$610	\$21,960	\$69	\$679	\$0	\$0
3 Bedroom, Family	16	\$712	\$11,392	\$97	\$809	\$0	\$0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
Total Units	72	Monthly Contract Rent Potential (Add Col. 4)* \$44,432				Monthly Market Rent Potential (Add Col. 8)* \$0	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$533,184				Yearly Market Rent Potential (Col. 8 Sum x 12)* \$0	

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B – Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

- | | | |
|---|--|--------------------------|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Carpet | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Air Conditioner | <input type="checkbox"/> Drapes | <input type="checkbox"/> |
| <input type="checkbox"/> Disposal | <input checked="" type="checkbox"/> Tile | <input type="checkbox"/> |

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)
E=electric; G=gas; F=fuel oil or coal.

- | | | | | | |
|----------------------------------|---|------------------------------------|---|---------------------------------------|---|
| <input type="checkbox"/> Heating | E | <input type="checkbox"/> Hot Water | E | <input type="checkbox"/> Lights, etc. | E |
| <input type="checkbox"/> Cooling | E | <input type="checkbox"/> Cooking | E | <input type="checkbox"/> Water | |

Services/Facilities (check those included in rent)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Parking | <input checked="" type="checkbox"/> Trash Removal | <input type="checkbox"/> Nursing Care |
| <input checked="" type="checkbox"/> Laundry | <input type="checkbox"/> | <input type="checkbox"/> Linen/Maid Service |
| <input type="checkbox"/> Swimming Pool | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Tennis Courts | <input type="checkbox"/> | <input type="checkbox"/> |

Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
NONE	\$ 0.00
	\$
	\$
	\$
	\$
	\$ 0.00

Part D – Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
NONE		\$0
Total Rent Loss Due to Non-Revenue Units		\$ 0

Part E – Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
NONE	\$0	0	0
Total Commercial Rent Potential			\$ 0

Part F – Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)	\$ 44,432
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Part G – Information on Mortgagor Entity

Name of Entity

Type of Entity

- Individual
 General Partnership
 Joint Tenancy/Tenants in Common
 Other (specify)
 Corporation
 Limited Partnership
 Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
 • corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
 • partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
 • trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Ronald J. Midura General Partner 2.495%

Name and Title

Roger B. Midura General Partner 1.265%

Name and Title

Richard J. Bjelland General Partner 1.24%

Name and Title

Ronald A. Midura Limited Partner 95%

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H – Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Ronald J. Midura-General Partner

Authorized Official's Signature

Ronald J. Midura
 By: *William R. [Signature]*

Date (mm/dd/yyyy)

3-31-2015

Part I – HUD/Lender Approval

Addendum Number

HAP Contract Number

VA36R000004

Exhibit Number

Loan Servicer Signature

Date (mm/dd/yyyy)

Branch Chief/Lender Official Signature

[Signature]

Date (mm/dd/yyyy)

4/6/15

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FARMERS HOME ADMINISTRATION OF THE DEPARTMENT OF AGRICULTURE
SECTION 8 HOUSING ASSISTANCE PAYMENTS PROGRAM

SECTION 515 RURAL RENTAL HOUSING LOAN PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT

PRIVATE-OWNER OR PHA-OWNER PROJECT

HAP CONTRACT LIST NUMBER AND DATE: P-78-532; September 27, 1978	PROJECT NUMBER: VA36-R000-004
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This Housing Assistance Payments Contract ("Contract") is entered into by and between the United States of America acting by and through the Secretary of Housing and Urban Development ("HUD"), and Emporia Limited ("Owner"), pursuant to the United States Housing Act of 1937 ("Act"), 42 U.S.C. 1437, et seq., and the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq. This project has been approved pursuant to a Memorandum of Understanding between HUD and the Department of Agriculture and implementing regulations providing for the establishment of a set-aside of contract and budget authority for Section 8 new construction projects financed by the Farmer's Home Administration under Section 515 of the Housing Act of 1949.

The parties hereto agree as follows:

1.1 SIGNIFICANT DATES AND OTHER ITEMS; CONTENTS OF CONTRACT.

- a. **Effective Date of Contract.** The effective date of this Contract is SEE EXECUTION PAGE ~~XXXXXX~~ (This date shall be no earlier than the date of HUD acceptance of the project.)
- b. **Initial Term of Contract.** The initial term of this Contract (see Section 1.4a) shall be 5 years (not to exceed five years), beginning with the effective date of this Contract and ending ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ five years from the effective date of each respective stage of the contract.
- c. **Number and Length of Optional Additional Terms.** The number and length of optional additional terms (see Section 1.4a) shall be three terms of 5 years each (not to exceed five years each).
- d. **Maximum Total Term of Contract.** The maximum total term of this Contract for any unit, including all renewals (see Section 1.4a) shall not exceed the shorter of (1) 20 years ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
- e. **Fiscal Year.** The ending date of each Fiscal Year (see Section 1.4b) shall be December 31 insert March 31, June 30, September 30, or December 31, as determined by HUD).
- f. **Maximum Housing Assistance Commitment.** The maximum amount of the commitment for housing assistance payments under this Contract (see Section 1.5a) is \$ 272,112.00 per annum.
- g. **Contents of Contract.** This Contract includes the following exhibits:
 See Execution Page
 Exhibit A: ~~The~~ Schedule showing the number of units by size ("Contract Units") and their applicable rents ("Contract Rents");
 Exhibit B: The project description;
 Exhibit C: The statement of services, maintenance and utilities to be provided by Owner;
 Additional exhibits: ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
 Exhibit D: Daily Debt Service Factor
 Exhibit E: Pledge of Contract to FmHA
 This Contract, including such exhibits, comprises the entire agreement between the parties hereto with respect to the matters contained herein, and neither party is bound by any representations or agreements of any kind except as contained herein or except agreements entered into in writing which are not inconsistent with this Contract.

1.2 OWNER'S WARRANTIES.

- a. **Legal Capacity.** The Owner warrants that he has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
- b. **Completion of Work.** The Owner warrants that the project as described in Exhibit B is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Agreement to Enter into Housing Assistance Payments Contract ("Agreement") or will be completed in accordance with the terms on which the project was accepted. The Owner further warrants that he will remedy any defects or omissions covered by this warranty if called to his attention within 12 months of the effective date of this Contract. The Owner and HUD agree that the continuation of this Contract shall be subject to the conditions set forth in Section 1.4f of the Agreement.

1.3 FAMILIES TO BE HOUSED; GOVERNMENT ASSISTANCE.

- a. **Families to be Housed.** The Contract Units are to be leased by the Owner to eligible Lower-Income Families ("Families") for use and occupancy by such Families solely as private dwellings.
- b. **HUD Assistance.**
 - (1) HUD hereby agrees to make housing assistance payments on behalf of Families for the Contract Units, to enable such Families to lease Decent, Safe, and Sanitary housing pursuant to section 8 of the Act. Such housing assistance payments shall equal the difference between the Contract Rents for units leased by Families and the portion of such rents payable by Families as determined by the Owner in accordance with schedules and criteria established by HUD.

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- (2) If there is an Allowance for Utilities and Other Services and if such Allowance exceeds the Gross Family Contribution, the Owner shall pay the Family the amount of such excess on behalf of HUD upon receipt of funds from HUD for that purpose.
- (3) The execution of this Contract by HUD signifies that the faith of the United States is solemnly pledged to the payment of housing assistance payments pursuant to this Contract and that funds have been obligated by HUD for such payments.

1.4 TERM OF CONTRACT; FISCAL YEAR.

a. Term of Contract.

The initial term of this Contract shall be as stated in Section 1.1b. This Contract may be renewed, at the sole option of the Owner, for the number and length of additional terms stated in Section 1.1c, provided that the total Contract term for any unit, including all renewals, shall not exceed the number of years stated in Section 1.1d. Renewal shall be automatic unless the Owner notifies HUD, no later than 60 days prior to the expiration of the current term, of his intention not to renew. If the project is completed in stages, the dates for the initial term and renewal terms shall be separately related to the units in each stage; Provided, however, that the total Contract term for all the stages, beginning with the effective date of the Contract with respect to the first stage, shall not exceed the total Contract term stated in Section 1.1d, plus two years. In any case where the project is owned by a State or local agency, the housing assistance payments pursuant to this Contract with respect to any dwelling unit shall be payable over a period not to exceed 40 years.

- ##### b. Fiscal Year. The Fiscal Year for the project shall be the 12-month period ending on the date stated in Section 1.1e; Provided, however, that the first Fiscal Year for the project shall be the period beginning with the effective date of the Contract and ending on the last day of said established Fiscal Year which is not less than 12 months after such effective date. If the first Fiscal Year exceeds 12 months, the maximum total annual housing assistance payment in Section 1.5a may be adjusted by the addition of the pro rata amount applicable to the period of operation in excess of 12 months.

1.5 MAXIMUM HOUSING ASSISTANCE COMMITMENT; PROJECT ACCOUNT.

- ##### a. Maximum Housing Assistance Commitment. Notwithstanding any other provisions of this Contract (other than paragraph b of this Section) or any provisions of any other contract between HUD and the Owner, HUD shall not be obligated to make and shall not make any housing assistance payments under this Contract in excess of the amount per annum stated in Section 1.1f; Provided, however, that this amount shall be reduced commensurately with any reduction in the number of Contract Units or in the Contract Rents or pursuant to any other provisions of this Contract.

- ##### b. Project Account. In order to assure that housing assistance payments will be increased on a timely basis to cover increases in Contract Rents or decreases in Family Incomes:

- (1) A Project Account shall be established and maintained, in an amount as determined by HUD consistent with its responsibilities under section 8(c)(6) of the Act, out of amounts by which the maximum Contract commitment per year exceeds amounts paid under the Contract for any Fiscal Year. This account shall be established and maintained by HUD as a specifically identified and segregated account. To the extent funds are available in said account, the maximum total annual housing assistance payments for any Fiscal Year may exceed the maximum amount stated in paragraph a of this Section to cover increases in Contract Rents or decreases in Family Incomes (see Section 1.8). Any amount remaining in said account after payment of the last housing assistance payment with respect to the project shall be applied by HUD in accordance with law.
- (2) Whenever the required Annual Contribution exceeds the maximum Contract commitment then in effect, causing the amount in the Project Account to be less than an amount equal to 40 percent of such maximum Contract commitment, HUD shall, within a reasonable period of time, take such additional steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance, including (as provided in that section of the Act) "the reservation of annual contributions authority for the purpose of amending housing assistance contracts or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts."

1.6 HOUSING ASSISTANCE PAYMENTS TO OWNERS.

a. General.

- (1) Housing assistance payments shall be paid to the Owner for units under lease by Families in accordance with the Contract. The housing assistance payment will cover the difference between the Contract Rent and that portion of said rent payable by the Family as determined in accordance with HUD established schedules and criteria.
- (2) The amount of housing assistance payment payable on behalf of a Family and the amount of rent payable by such Family shall be subject to change by reason of changes in Family Income, Family composition, or extent of exceptional medical or other unusual expenses, in accordance with HUD established schedules and criteria; or by reason of adjustment by HUD of any applicable Allowance for Utilities and Other Services. Any such change shall be effective as of the date stated in a notification of such change to the Family.

- ##### b. Vacancies During Rent-up. If a Contract Unit is not leased as of the effective date of the Contract, the Owner shall be entitled to housing assistance payments in the amount of 80 percent of the Contract Rent for the unit for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner (1) commenced marketing and otherwise complied with Section 1.3b of the Agreement, (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to: contacting applicants on his waiting list, if any; requesting the Public Housing Agency ("PHA") and other appropriate sources to refer eligible applicants; and advertising the availability of the unit, and (3) has not rejected any eligible applicant, except for good cause acceptable to HUD.

c. Vacancies After Rent-up.

- (1) If a Family vacates its unit (other than as a result of action by the Owner which is in violation of the Lease or the Contract or any applicable law), the Owner shall receive housing assistance payments in the amount of 80 percent of the Contract Rent for a vacancy period not exceeding 60 days; Provided, however, that if the Owner collects any of the Family's share of the rent for this period in an amount which, when added to the 80 percent payments, results in more than the Contract Rent, such excess shall be payable to HUD or as HUD may direct. (See also Section 1.9b.) The Owner shall not be entitled to any payment under this subparagraph unless he: (i) immediately upon learning of the vacancy, has notified HUD of the vacancy or prospective vacancy and the reasons for the vacancy, and (ii) has taken and continues to take the actions specified in paragraphs b(2) and b(3) of this Section.
- (2) If the Owner evicts a Family, he shall not be entitled to any payment under paragraph c(1) of this Section unless the request for such payment is supported by a certification that (i) he gave such Family a written notice of the proposed eviction, stating the grounds and advising the Family that it had 10 days within which to present its objections to the Owner in writing or in person and (ii) the proposed eviction was not in violation of the Lease or the Contract or any applicable law.

d. Debt Service Payments.^{1/}

- (1) If a unit continues to be vacant after the 60 day period specified in paragraph b or c of this Section, the Owner may submit a claim to receive additional housing assistance payments on a semiannual basis with respect to such a vacant unit in an amount equal to the principal and interest payments required to amortize the portion of the debt attributable to that unit for the period of the vacancy, whether such vacancy commenced during rent-up or after rent-up.
- (2) Additional Payments under this paragraph d for any unit shall not be for more than 12 months for any vacancy period, and shall be made only if:
 - (i) The unit was in decent, safe and sanitary condition during the vacancy period for which payments are claimed.
 - (ii) The Owner has taken and is continuing to take the actions specified in paragraphs b(1), (2) and(3) or paragraphs c (1) (i) and (ii) and c (2) of this Section, as appropriate.
 - (iii) The Owner has demonstrated in connection with the semiannual claim on a form and in accordance with the standards prescribed by HUD with respect to the period of vacancy, that the project is not providing the Owner with revenues at least equal to the project costs incurred by the Owner, and that the amount of the payments requested is not in excess of that portion of the deficiency which is attributable to the vacant units for the period of the vacancies.
 - (iv) The Owner has submitted, in connection with the semiannual claim, a statement with relevant supporting evidence that there is a reasonable prospect that the project can achieve financial soundness within a reasonable time. The statement shall indicate the causes of the deficiency; the corrective steps that have been and will be taken; and the time by which it is expected that the project revenues will at least equal project costs without the additional payments provided under this paragraph.
- (3) HUD may deny any application for additional payments or suspend or terminate payments if it determines, based on the Owner's statement and other evidence, that there is not a reasonable prospect that the project can achieve financial soundness within a reasonable time.
- (4) This paragraph d shall be applicable to any project eligible for payments under this paragraph for which a conditional or unconditional commitment for permanent financing was not secured by the Owner from a lender or underwriter prior to December 15, 1976. An Owner of a project for which a commitment for permanent financing was secured prior to December 15, 1976, may request HUD to agree to make this paragraph applicable on a showing that the financing terms have been renegotiated to result in a lower cost of financing and lower Contract Rents.

e. Limitation on Payments for Vacant Units. The Owner shall not be entitled to housing assistance payments with respect to vacant units under this Section to the extent he is entitled to payments from other sources (e.g. payments for losses of rental income incurred for holding units vacant for relocatees pursuant to Title I of the Housing and Community Development Act of 1974 or payments under Section 1.9b of this Contract).

f. HUD Not Obligated for Family Rent. HUD has not assumed any obligation for the amount of rent payable by any Family or the satisfaction of any claim by the Owner against any Family other than in accordance with Section 1.9b of this Contract. The financial obligation of HUD is limited to making housing assistance payments on behalf of Families in accordance with this Contract.

g. Owner's Monthly Requests for Payments.

- (1) The Owner shall submit monthly requests to HUD for housing assistance payments. Each such request shall set forth: (i) the name of each Family and the address and/or number of the unit leased by the Family; (ii) the address and/or the number of units, if any, not leased to Families for which the Owner is claiming payments; (iii) the Contract Rent as set forth in Exhibit A for each unit for which the Owner is claiming payments; (iv) the amount of rent payable by the Family leasing the unit (or, where applicable, the amount to be paid the Family in accordance with Section 1.3b (2)); and (v) the total amount of housing assistance payments requested by the Owner.
- (2) Each of the Owner's monthly requests shall contain a certification by him that to the best of his knowledge and belief (i) the dwelling units are in Decent, Safe, and Sanitary condition, (ii) all the other facts and data on which the request for funds is based are true and correct, (iii) the amount requested has been calculated in accordance with the provisions of this Contract and is payable under the Contract, and (iv) none of the amount claimed has been previously claimed or paid.
- (3) If the Owner has received an excessive payment, HUD, in addition to any other rights to recovery, may deduct the amount from any subsequent payment or payments.
- (4) The Owner's monthly requests for housing assistance payments shall be made subject to penalty under 18 U.S.C. 1001, which provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

1.7 MAINTENANCE, OPERATION AND INSPECTION.

a. Maintenance and Operation. The Owner agrees (1) to maintain and operate the Contract Units and related facilities so as to provide Decent, Safe, and Sanitary housing, and (2) to provide all the services, maintenance and utilities set forth in Exhibit C. If HUD determines that the Owner is not meeting one or more of these obligations, HUD shall have the right, in addition to its other rights and remedies under this Contract, to abate housing assistance payments in whole or in part.

b. Inspection.

- (1) Prior to occupancy of any unit by a Family, the Owner and the Family shall inspect the unit and both shall certify, on forms prescribed by HUD, that they have inspected the unit and have determined it to be Decent, Safe, and Sanitary in accordance with the criteria provided in the prescribed forms. Copies of these reports shall be kept on file by the Owner for at least three years.

^{1/}Strike this paragraph d if not applicable.

- (2) HUD shall inspect or cause to be inspected each Contract Unit and related facilities at least annually and at such other times (including prior to initial occupancy and rerenting of any unit) as may be necessary to assure that the Owner is meeting his obligation to maintain the units in Decent, Safe, and Sanitary condition and to provide the agreed upon utilities and other services. HUD shall take into account complaints by occupants and any other information coming to its attention in scheduling inspections and shall notify the Owner and the Family of its determination.
- c. Units Not Decent, Safe, and Sanitary. If HUD notifies the Owner that he has failed to maintain a dwelling unit in Decent, Safe, and Sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, HUD may exercise any of its rights or remedies under the Contract, including abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance and HUD does not have other section 8 funds for such purposes, HUD may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. Where this is done, the Owner shall be notified that he will be entitled to resumption of housing assistance payments for the vacated dwelling unit if (1) the unit is restored to Decent, Safe, and Sanitary condition, (2) the Family is willing to and does move back into the restored unit, and (3) a deduction is made for the expenses incurred by the Family for both moves.
- d. Notification of Abatement. Any abatement of housing assistance payments shall be effective as provided in written notification to the Owner. HUD shall promptly notify the Family of any such abatement.
- e. Overcrowded and Underoccupied Units. If HUD determines that a Contract Unit is not Decent, Safe, and Sanitary by reason of increase in Family size, or that a Contract Unit is larger than appropriate for the size of the Family in occupancy, housing assistance payments with respect to such unit will not be abated, unless the Owner fails to offer the Family a suitable unit as soon as one becomes vacant and ready for occupancy. In the case of an overcrowded unit, if the Owner does not have any suitable units or if no vacancy of a suitable unit occurs within a reasonable time. HUD will assist the Family in finding a suitable dwelling unit and require the Family to move to such a unit as soon as possible. The Owner may receive housing assistance payments for the vacated unit if he complies with the requirements of Section 1.6c(1).

1.8 RENT ADJUSTMENTS.

- a. Funding of Adjustments. Housing assistance payments will be made in increased amounts commensurate with Contract Rent adjustments under this Section, up to the maximum amount authorized under Section 1.5a of this Contract.
- b. Automatic Annual Adjustments.
- (1) Automatic Annual Adjustment Factors will be determined by HUD at least annually; interim revisions may be made as market conditions warrant. Such Factors and the basis for their determination will be published in the Federal Register. These published Factors will be adjusted appropriately by HUD where utilities are paid directly by the Families.
 - (2) On each anniversary date of the Contract, the Contract Rents shall be adjusted by applying the applicable Automatic Annual Adjustment Factor most recently published by HUD. Contract Rents may be adjusted upward or downward, as may be appropriate; however, in no case shall the adjusted Contract Rents be less than the Contract Rents on the effective date of the Contract.
- c. Special Additional Adjustments. Special additional adjustments shall be granted, when approved by HUD, to reflect increases in the actual and necessary expenses of owning and maintaining the Contract Units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e., assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by automatic annual adjustments. The Owner shall submit to HUD financial statements which clearly support the increase.
- d. Overall Limitation. Notwithstanding any other provisions of this Contract, adjustments as provided in this Section shall not result in material differences between the rents charged for assisted and comparable unassisted units, as determined by HUD; provided, that this limitation shall not be construed to prohibit differences in rents between assisted and comparable unassisted units to the extent that such differences may have existed with respect to the initial Contract Rents.
- e. Incorporation of Rent Adjustment. Any adjustment in Contract Rents shall be incorporated into Exhibit A by a dated addendum to the exhibit establishing the effective date of the adjustment.

1.9 MARKETING AND LEASING OF UNITS.

- a. Compliance with Equal Opportunity Requirements. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's FmHA-approved Affirmative Fair Housing Marketing Plan, if required, and with all regulations relating to fair housing advertising.
- b. Security and Utility Deposits.
- (1) The Owner may require Families to pay a security deposit in an amount equal to one month's Gross Family Contribution. If a Family vacates its unit, the Owner, subject to State and local law, may utilize the deposit as reimbursement for any unpaid rent or other amount owed under the Lease. If the Family has provided a security deposit in the amount of the Gross Family Contribution, and it is insufficient for such reimbursement, the Owner may claim reimbursement from HUD not to exceed an amount equal to the remainder of one month's Contract Rent. Any reimbursement under this Section shall be applied first toward any unpaid rent. If a Family vacates the unit owing no rent or other amount under the Lease or if the amount owed is less than the amount of the security deposit, the Owner shall refund the full amount or the unused balance, as the case may be, to the Family.
 - (2) In those jurisdictions where interest is payable by the Owner on security deposits, the refunded amount shall include the amount of interest payable. All security deposit funds shall be deposited by the Owner in a segregated bank account, and the balance of this account, at all times, shall be equal to the total amount collected from tenants then in occupancy, plus any accrued interest. The Owner shall comply with all State and local laws regarding interest payments on security deposits.
 - (3) Families shall be expected to obtain the funds to pay security and utility deposits, if required, from their own resources and/or other private or public sources.

c. Eligibility, Selection and Admission of Families.

- (1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, and computation of the amount of housing assistance payments on behalf of each selected Family in accordance with schedules and criteria established by HUD. In the initial renting of the Contract Units, the Owner shall lease at least 30 percent to Very Low-Income Families (*determined in accordance with HUD established schedules and criteria*) and shall thereafter exercise his best efforts to maintain at least 30 percent occupancy of the Contract Units by Very Low-Income Families as determined in accordance with such schedules and criteria.
- (2) The Lease entered into between the Owner and each selected Family shall be on the form of Lease approved by HUD.
- (3) The Owner shall make a reexamination of Family Income, composition, and the extent of medical or other unusual expenses incurred by the Family, at least annually (*except that such reviews may be made at intervals of no longer than two years in the case of elderly Families*), and appropriate redeterminations shall be made by the Owner of the amount of Family contribution and the amount of housing assistance payment, all in accordance with schedules and criteria established by HUD. In connection with the reexamination, the Owner shall determine what percentage of Families in occupancy are Very Low-Income Families. If there are fewer than 30 percent Very Low-Income Families in occupancy, the Owner shall report the fact to HUD and shall adopt changes in his admission policies to achieve, as soon as possible, at least 30 percent occupancy by such Families.

d. Rent Redetermination after Adjustment in Allowance for Utilities and Other Services. In the event that the Owner is notified of a HUD determination making an adjustment in the Allowance for Utilities and Other Services applicable to any of the Contract Units, the Owner shall promptly make a corresponding adjustment in the amount of rent to be paid by the affected Families and the amount of housing assistance payments.

e. Processing of Applications and Complaints. The Owner shall process applications for admission, notifications to applicants, and complaints by applicants in accordance with applicable HUD requirements and shall maintain records and furnish such copies or other information as may be required by HUD.

f. HUD Review; Incorrect Payments. In making housing assistance payments to Owners, HUD will review the Owner's determinations under this Section. If as a result of this review, or other reviews, audits or information received by HUD at any time, it is determined that the Owner has received improper or excessive housing assistance payments, HUD shall have the right to deduct the amount of such overpayments from any amounts otherwise due the Owner, or otherwise effect recovery thereof.

1.10 TERMINATION OF TENANCY. The Owner shall be responsible for termination of tenancies, including evictions. However, conditions for payment of housing assistance payments for any resulting vacancies shall be as set forth in Section 1.6c.

1.11 REDUCTION OF NUMBER OF CONTRACT UNITS FOR FAILURE TO LEASE TO ELIGIBLE FAMILIES.

a. After First Year of Contract. If at any time, beginning six months after the effective date of this Contract, the Owner fails for a continuous period of six months to have at least 80 percent of the Contract Units leased or available for leasing by Families, HUD may on 30 days notice reduce the number of Contract Units to not less than the number of units under lease or available for leasing by Families, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.

b. At End of Initial and Each Renewal Term. At the end of the initial term of the Contract and of each renewal term, HUD may, by notice to the Owner, reduce the number of Contract Units to not less than (1) the number of units under lease or available for leasing by Families at that time or (2) the average number of units so leased or available for leasing during the last year, whichever is the greater number, plus 10 percent of such number if the number is 10 or more, rounded to the next highest number.

c. Restoration of Units. HUD will agree to an amendment of the Contract to provide for subsequent restoration of any reduction made pursuant to paragraph a or b of this Section if HUD determines that the restoration is justified as a result of changes in demand and in the light of the Owner's record of compliance with his obligations under this Contract and if annual contributions contract authority is available; and HUD will take such steps authorized by section 8(c)(6) of the Act as may be necessary to carry out this assurance (*see Section 1.5*).

1.12 COOPERATION IN EQUAL OPPORTUNITY COMPLIANCE REVIEWS. The Owner shall cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and rules and regulations pursuant thereto.

1.13 FLOOD INSURANCE. If the project is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (*less estimated land cost*) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

1.14 REPORTS AND ACCESS TO PREMISES AND RECORDS.

a. The Owner shall furnish such information and reports pertinent to the Contract as reasonably may be required from time to time by HUD.

b. The Owner shall permit HUD or any of its duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to the housing assistance payments.

1.15 DEFAULT BY THE OWNER UNDER CONTRACT.

a. A default by the Owner under this Contract shall result if:

- (1) The Owner has violated or failed to comply with any provision of, or obligation under, this Contract or of any Lease; or
- (2) The Owner has asserted or demonstrated an intention not to perform some or all of his obligations under this Contract or under any Lease.

b. Upon a determination by HUD that a default has occurred, HUD shall notify the Owner (*with a copy to the FmHA State Director*) of (1) the nature of the default, (2) the actions required to be taken and the remedies to be applied on account of the default (*including actions by the Owner to cure the default, and, where appropriate, abatement of housing assistance payments in whole or in part and recovery of overpayment*), and (3) the time within which the Owner shall respond with a showing that he has taken all the actions required of him. If the Owner fails to respond or take action to the satisfaction of HUD, HUD shall have the right to terminate this Contract in whole or in part or to take other corrective action to achieve compliance.

c. The availability of any remedy under this Contract shall not preclude the exercise of any other remedy available under this Contract or under any provisions of law, nor shall any action taken in the exercise of any remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

1.16 DISPUTES.

- a. Except as otherwise provided herein, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement between the HUD field office and the Owner may be submitted by the Owner to the Secretary of Housing and Urban Development. The decision of the Secretary or duly authorized representative for the resolution of such disputes shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any proceeding under this Section, the Owner shall be afforded an opportunity to be heard and to offer evidence in support of his position.
- b. This Section does not preclude consideration of questions of law in connection with the decision rendered under paragraph a of this Section; Provided, however, that nothing herein shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.

1.17 INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PHA, MEMBERS OF LOCAL GOVERNING BODY OR OTHER PUBLIC OFFICIALS. No member, officer, or employee of the Public Housing Agency (PHA), no member of the governing body of the locality (city and county) in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or in any proceeds or benefits arising therefrom.

1.18 INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS. No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise therefrom.

1.19 ASSIGNMENT, SALE OR FORECLOSURE.

- a. The Owner agrees that he has not made and will not make any sale, assignment, or conveyance or transfer in any other form, of this Contract or the project or any part thereof or any of his interest therein, without the prior written consent of HUD; Provided, however, that in the case of an assignment as security for the purpose of obtaining financing of the project, HUD shall consent in writing if the terms of the financing have been approved by HUD.
- b. The Owner agrees to notify HUD promptly of any proposed action covered by paragraph a of this Section. The Owner further agrees to request the written consent of HUD in regard thereto.
- c. (1) A transfer by the Owner, in whole or in part, or a transfer by a party having a substantial interest in said Owner, or transfers by more than one party of interests aggregating a substantial interest in said Owner, or any other similarly significant change in the ownership of interests in the Owner, or in the relative distribution thereof, or with respect to the parties in control of the Owner or the degree thereof, by any other method or means (e.g., increased capitalization, merger with another corporation or other entity, corporate or other amendments, issuance of new or additional ownership interests or classification of ownership interests or otherwise) shall be deemed an assignment, conveyance, or transfer for purposes of this Section. An assignment by the Owner to a limited partnership, in which no limited partner has a 25 percent or more interest and of which the Owner is the sole general partner, shall not be considered an assignment, conveyance, or transfer.
- (2) The term "substantial interest" means the interest of any general partner, any limited partner having a 25 percent or more interest in the organization, any corporate officer or director, and any stockholder having a 10 percent or more interest in the organization.
- (3) The Owner, and the party signing this Contract on behalf of said Owner, represent that they have the authority of all of the parties having ownership interests in the Owner to agree to this provision on their behalf and to bind them with respect thereto.
- d. In the event of foreclosure, or conveyance to FmHA in lieu of foreclosure, or in the event of assignment or sale agreed to by FmHA and approved by HUD (which approval shall not be unreasonably delayed or withheld), housing assistance payments shall continue in accordance with the terms of the Contract.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

OWNER

By _____

(Official Title)

Date _____, 19____

United States of America
Secretary of Housing and Urban Development

By _____

(Official Title)

Date _____, 19____

[If the project is to be completed and accepted in stages, execution of the Contract with respect to the several stages appears on the following pages of this Contract.]

EXECUTION OF CONTRACT WITH RESPECT TO CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

STAGE 1

This Contract is hereby executed with respect to the units described in Exhibit A-1.

EFFECTIVE DATE. The effective date of this Contract is January 1, 1980. [insert date which shall be no earlier than the date of HUD acceptance of the project.]

Exhibit A(1)

Size	Contract Units	Contract Rents
1 Br.	20	223

OWNER Emporia, Limited
By Ron J. Midura, General Partner
(Official Title)

Date 6/80, 1980

United States of America
Secretary of Housing and Urban Development

By [Signature]
(Official Title)

Date 7/29, 1980

EXECUTION OF CONTRACT WITH RESPECT TO CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

STAGE 2

This Contract is hereby executed with respect to the units described in Exhibit A-2.

EFFECTIVE DATE. The effective date of this Contract is April 1, 1980. [insert date which shall be no earlier than the date of HUD acceptance of the project.]

Exhibit A (2)

Size	Contract Units	Contract Rents
2 Br.	36	260
3 Br.	16	328

OWNER Emporia, Limited
By Ron J. Midura, General Partner
(Official Title)

Date 6/80, 1980

United States of America
Secretary of Housing and Urban Development

By [Signature]
(Official Title)

Date 7/29, 1980

EXECUTION OF CONTRACT WITH RESPECT TO CONTRACT UNITS COMPLETED AND ACCEPTED IN STAGES

STAGE 3

This Contract is hereby executed with respect to the units described in Exhibit A-3.

EFFECTIVE DATE. The effective date of this Contract is _____, 19____. [insert date which shall be no earlier than the date of HUD acceptance of the project.]

OWNER _____
By _____
(Official Title)

Date _____, 19____

United States of America
Secretary of Housing and Urban Development

By _____
(Official Title)

Date _____, 19____

JUL 31 REC'D

Exhibit B - Housing Assistance Payments Contract

The Emporia Limited Apartment project at Emporia, Virginia, developed by Emporia Limited, a Virginia Limited Partnership, Winston-Salem, North Carolina, consists of 20 one-bedroom units, 36 two-bedroom units, and 16 three-bedroom units. The project fronts Parham Street in Emporia, Virginia. The project site contains 6.3532 acres. The unit construction is frame wall construction, slab foundation, and asphalt shingle roof. Each one-bedroom unit contains approximately 732 square feet. Each one-story, two-bedroom unit contains approximately 846 square feet. Each two-bedroom unit in the two-story buildings contains approximately 880 square feet. Each one-story, three-bedroom unit contains approximately 956 square feet. The laundry, storage area, maintenance area, and management office are in a one-story building. The type of construction is the same as the apartment units. Central water and sewer are provided by public authorities. Electricity is provided by Virginia Electric and Power Company.

JUL 31 REC'D

Exhibit C - Housing Assistance Payments Contract

The Emporia Limited Apartment project at Emporia, Virginia, developed by Emporia Limited, a Virginia Limited Partnership, Winston-Salem, North Carolina, consists of a total of 72 units.

The owners of the project will provide water, sewer, and trash service in the rent. The tenants will pay their own electric bills. Maintenance, caretaker, and complete management services will be provided by the owner. Because of the expanded site layout, the project contains two buildings for laundry, storage, and maintenance facilities. The management office is located in the larger of the two buildings. The project is located adjacent to a public owned recreation park.

JUL 31 REC'D

EXHIBIT D

DAILY DEBT SERVICE COMPUTATION WORKSHEET

Bedroom Size (a)	Number of Units (b)	Contract Rent (c)	Total Contract Rent (d)	Contract Rent Percent- age (e)	Debt Service by Bdr. Size (f)	Debt Service By Unit (g)	Daily Debt Service (h)
1-BR	20	223	4,460	23%	33,689	1,685	4.68
2-BR	36	260	9,360	49%	71,771	1,994	5.53
3-BR	16	328	5,248	28%	41,012	2,564	7.12
TOTAL			19,068	100%	146,472		

JUL 31 REC'D

EXHIBIT E

"Pledge of Contract to FmHA. The payments received by the owner pursuant to this contract are hereby pledged and assigned to the United States of America, acting through the Farmers Home Administration as part of the security for a loan of \$1,692,900.00 as evidenced by a promissory note dated November 3, 1978."

Tab R:

Documentation of Utility Allowance calculation

Section 8 HAP Contract & Tenant Portion of Rent

All units are covered by the project-based HUD Section 8 rental assistance contract. The HAP contract renewed in 2015 for a 20-year term, and another 20-year renewal will be requested in connection with the transfer and rehab of the property. Therefore, all tenants pay 30% of their income (less utility allowance) for rent, and no tenant's portion of the rent shall exceed the LIHTC max net rent for the 60%, 50% or 40% AMI level applicable to the unit/household.

Rent Schedule Low Rent Housing

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp. 11/30/2020)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name NORTHWOODS VILLAGE	FHA Project Number N/A	Date Rents Will Be Effective (mm/dd/yyyy) 04/01/2023
---	---------------------------	--

Part A - Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 04/01/2023	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom, Family	20	692	13,840	76	768	0	0
2 Bedroom, Family	36	762	27,432	101	863	0	0
3 Bedroom, Family	16	889	14,224	125	1,014	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
Total Units	72	Monthly Contract Rent Potential (Add Col. 4)* \$55,496				Monthly Market Rent Potential (Add Col. 8)* \$0	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$665,952				Yearly Market Rent Potential (Col. 8 Sum x 12)* \$0	

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B - Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

- | | | |
|---|---|--------------------------|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Carpet | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Air Conditioner | <input type="checkbox"/> Drapes | <input type="checkbox"/> |
| <input type="checkbox"/> Disposal | <input checked="" type="checkbox"/> Wood Blinds | <input type="checkbox"/> |

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)
E=electric; G=gas; F=fuel oil or coal.

- | | | | | | |
|----------------------------------|---|------------------------------------|---|---------------------------------------|---|
| <input type="checkbox"/> Heating | E | <input type="checkbox"/> Hot Water | E | <input type="checkbox"/> Lights, etc. | E |
| <input type="checkbox"/> Cooling | E | <input type="checkbox"/> Cooking | E | <input type="checkbox"/> | |

Services/Facilities (check those included in rent)

- | | | |
|---|--------------------------------|---|
| <input checked="" type="checkbox"/> Parking | <input type="checkbox"/> Water | <input type="checkbox"/> Nursing Care |
| <input checked="" type="checkbox"/> Laundry | <input type="checkbox"/> Sewer | <input type="checkbox"/> Linen/Maid Service |
| <input type="checkbox"/> Swimming Pool | <input type="checkbox"/> Trash | <input type="checkbox"/> |
| <input type="checkbox"/> Tennis Courts | <input type="checkbox"/> | <input type="checkbox"/> |

Part C - Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Part D - Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
		0
		0
		0
		0
		0
Total Rent Loss Due to Non-Revenue Units		\$ 0

Part E - Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft (Col. 2 divided by Col. 3)
			0
			0
			0
			0
Total Commercial Rent Potential			\$0

Part F - Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)	\$55,496
---	----------

Part G - Information on Mortgagor Entity

Name of Entity

Emporia Limited

Type of Entity

- Individual
 General Partnership
 Joint Tenancy/Tenants in Common
 Other (specify)
 Corporation
 Limited Partnership
 Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Rondal A. Midura, LTD Limited Partner - 95%

Name and Title

Ronald J. Midura General Partner - 2.495%

Name and Title

Roger Midura General Partner - 1.265%

Name and Title

Richard J. Bjelland General Partner - 1.24%

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H - Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Rondal J. Midura, General Partner

Authorized Official's Signature

Rondal J. Midura
 By: *William R. Egbert* 12/07/22
 Attorney in fact Date (mm/dd/yyyy)

Part I - HUD/Lender Approval

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

VA36R000004

Nitira Mickel

12/08/2022

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Exhibit A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: VA36R000004

FHA Project Number: N/A

Effective Date of the Rent Increase: 4/1/2023

Utility Allowance Effective Date: 4/1/2023

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
20	1	692	76	768
36	2	762	101	863
16	3	889	125	1014

Do not submit a Gross Rent Change through TRACS until the HUD-92458 Rent Schedule has been returned to you duly executed from your HUD/PBCA office.

- Note: (1) This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with the Renewal Contract.
(2) These rents are applicable with the Amend Rents Automatic OCAF for this effective Date.

Rent Approval Letter - Property Name: NORTHWOODS VILLAGE - Contract # VA36R000004

Darnell Foman <dFoman@navigatehousing.com>
To: Mackie Thompson

Smiley face, Reply, Reply all, Forward icons

Wed 12/7/2022 1:38 PM

NORTHWOOD VILLAGE--RS.... 163 KB

[EXTERNAL] This email originated from outside of the LANDURA Organization, verify links and attachments with sender.

Dear Owner Agent,

We have reviewed your request for an annual rent adjustment for the subject property. The contract rent and rent adjustment provisions of the Housing Assistance Payments Contract are approved for a one -year term with current rents adjusted by Auto-OCAF. The enclosed rents are for Section 8 Project Based residents only. All other residents must be given thirty days before implementation. The new renewal rents will be effective as of 4/1/2023.

Table with 5 columns: Unit Type, Number of Units, Rent per Unit, Utility Allowance, Gross Rent. Rows include 1 Bedroom, Family; 2 Bedroom, Family; 3 Bedroom, Family.

Navigate has requested the Reserve for Replacement monthly deposit to be increased to \$0.

Attached is a copy of Form-92458, Rent Schedule. Please print a copy of the attached document, sign, and return to this office within 5 days. Please note that a scanned copy of the signed rent schedule will be accepted. We will forward a fully executed copy of the rent schedule and Revised Exhibit A forms (if applicable) to you for your records. After you have received the fully executed copies, you may then submit the renewed rents on your monthly voucher using the effective date shown above.

Thanks!

Darnell Foman
Contract Management Specialist
Navigate Affordable Housing Partners
1827 1st Ave North, Suite 100
Birmingham, AL 35203
Direct Line: (205) 442-2772 Ext. 2772

Gracie Jerrett

PM
10-30-23
034-205
DP

From: Amber Carter
Sent: Monday, October 30, 2023 11:54 AM
To: Chase Middleton; Vicki Price; Scott Alderman; Gracie Jerrett
Subject: Fwd: Northwood Village
Attachments: image001.jpg; image003.png; 2024 proposed budget northwood.pdf

Sent from my iPhone

Begin forwarded message:

From: "Wilson, Paula - RD, VA" <paula.wilson@usda.gov>
Date: October 30, 2023 at 11:51:33 AM EDT
To: Amber Carter <acarter@landura.com>
Subject: Northwood Village

[EXTERNAL] This email originated from outside of the LANDURA Organization, verify links and attachments with sender.

PURPOSE: Notice to Tenants of Rent Change

NOTICE OF APPROVED RENT (OCCUPANCY CHARGE) AND UTILITY ALLOWANCE CHANGE

Dear: Amber Carter:

RE: Northwood Village

You are hereby notified that Rural Development has reviewed the request for a change in shelter costs for the subject project, and considered all justifications provided by project management [and comments provided by tenants]. The Rural Development has approved the following rent (occupancy charge) and/or utility allowance rates listed below. The changes for all units will become effective on **January 1, 2024** or later effective date in accordance with state or local laws. The change is needed for the following reasons:

- (X) Increased Maintenance & Operating Expenses
- (X) Increased Utilities Expenses (property)
- () Decreased Tenant Utility Expenses
- (X) Increased Administrative Expenses
- () Increased Taxes and Insurance
- () Other HUD Approved Rent Increase

The approved changes are as follows:

Unit Size	Present Rent		Approved Rent		Present Utility Allowance	Approved Utility Allowance
	Basic	Note Rate	Basic	Note Rate		
1 BR	\$654.00	\$728.00	\$692.00	\$766.00	\$76.00	\$76.00
2 BR	\$720.00	\$808.00	\$762.00	\$850.00	\$99.00	\$101.00
3 BR	\$840.00	\$949.00	\$889.00	\$998.00	\$122.00	\$125.00

Should you have any questions or concerns, you may contact Rural Development. The Rural Development Servicing Office address is: USDA Rural Development, P. O. Box 771340, St. Louis, MO 63177.

*You must notify the tenants (members) of Rural Development's approval of the rent (occupancy charge) and utility allowance changes by posting this letter in the same manner as the "NOTICE TO TENANTS (MEMBERS) OR PROPOSED RENT (OCCUPANCY CHARGE) AND UTILITY ALLOWANCE CHANGE." This notification must be posted in a conspicuous place and cannot be substituted for the usual written notice to each individual tenant (member).

*This approval does not authorize you to violate the terms of any lease (occupancy agreement) you currently have with your tenants (members).

**For those tenants (members) receiving rental assistance (RA), their costs for rent (occupancy charge) and utilities will continue to be based on the higher of 30 percent of their adjusted monthly income or 10 percent of gross monthly income or if the household is receiving payments for public assistance from a public agency, the portion of such payments which is specifically designated by that agency to meet the household's shelter cost. If tenants are receiving Housing and Urban Development (HUD) Section 8 subsidy assistance, their costs for rent and utilities will be determined by the current HUD formula.

*You may file an appeal regarding the rate and utility allowance change as approved. An appeal must be received no later than 30 calendar days after receipt of the adverse decision. The appeal should state what agency decision is being appealed and should include, if possible, a copy of the adverse decision and a brief statement of why the decision is wrong. A copy of the appeal request should be sent to the agency.

*You must inform the tenants (members) of their right to request an explanation of the rate and utility allowance change approval decision within 45 days of the date of this notice by writing to Multifamily Housing Programs, 1400 Independence Ave. SW, Room 5104-A, Washington, DC 20250-1530. All tenants (members) are required to pay the changed amount of rent (occupancy charge) as indicated in the notice of approval.

*Any tenant who does not wish to pay the Rural Development approved rent changes may give the owner a 30-day notice that they will vacate. The tenant will suffer no penalty as a result of this decision to vacate, and will not be required to pay the changed rent. However, if the tenant later decides to remain in the unit, the tenant will be required to pay the changed rent from the effective date of the changed rent.

Sincerely,

Paula Wilson

Paula Wilson

Team Lead

Rural Development Approving Official

USDA is an equal opportunity provider, employer, and lender.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family / parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2800 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter by mail to U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax: (202) 690-7442 or by email to program.intake@usda.gov.

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

Proposed Budget

Project Name:	NORTHWOOD VILLAGE
Borrower Name:	EMPORIA LIMITED
Borrower ID and Project No:	630826511 01-5
Date of Operation:	11/03/1978

Loan/Transfer Amount:	
Note Rate Payment:	
IC Payment:	\$2,088.58

Reporting Period

Annual

Quarterly

Monthly

Budget Type

Initial

Regular Report

Rent Change

SMR

Other Servicing

Project Rental Type

Family

Elderly

Congregate

Group Home

Mixed LH

Profit Type

Full Profit

Limited Profit

Non-Profit

I hereby request ___ units of RA. Current number of RA units ___ 0 ___.

The following utilities are master metered:

Gas

Electricity

Water

Sewer

Trash

Other

Borrower Accounting Method

Cash

Accrual

Project Name: NORTHWOOD VILLAGE State: 54 Servicing Office: 633 County: 49
 Borrower Name: EMPORIA LIMITED Borr ID: 630826511 Prj Nbr: 01-5 Paid Code: Active
 Classification: A Fiscal Year: 2024 Version: 01/01/2024 APPROVED Totals: By Project Analyzed: Y

Item	Current Budget	Actual	Proposed Budget	Comment
Effective Dates:	01/01/2023	01/01/2023	01/01/2024	
Ending Dates:	12/31/2023	12/31/2023	12/31/2024	
PART I - CASH FLOW STATEMENT				
Operational Cash Sources				
1. Rental Income	629,280.00		665,952.00	
2. RHS Rental Assist. Received				
3. Application Fee Received				
4. Laundry And Vending	2,400.00		2,400.00	
5. Interest Income	50.00		50.00	
6. Tenant Charges	1,000.00		1,000.00	
7. Other - Project Sources	0.00		0.00	ITEMIZED
8. Less (Vcnry @ Cntgncy Allw)	-50,342.00		-53,276.00	8%
9. Less (Agncy Aprvd Incentv)	0.00		0.00	
10. Sub-Ttl [(1 thru 7)-(8@9)]	582,388.00		616,126.00	
Non-Operational Cash Sources				
11. Cash - Non Project	0.00		0.00	
12. Authorized Loan (Non-RHS)	0.00		0.00	
13. Transfer From Reserve	40,700.00		15,200.00	
14. Sub-Total (11 thru 13)	40,700.00		15,200.00	
15. Total Cash Sources (10+14)	623,088.00		631,326.00	
Operational Cash Uses				
16. Ttl O&M Exp (From Part II)	412,458.00		446,196.00	
17. RHS Debt Payment	25,063.00		25,063.00	
18. RHS Payment (Overage)				
19. RHS Payment (Late Fee)				
20. Reductn In Prior Yr Pybles				
21. Tenant Utility Payments				
22. Transfer to Reserve	14,539.00		14,539.00	
23. RTN Owner/NP Asset Mgt Fee	130,327.00		130,327.00	
24. Sub-Total (16 thru 23)	582,387.00		616,125.00	
Non-Operational Cash Uses				
25. Authzd Debt Pymnt (NonRHS)	0.00		0.00	
26. Capital Budget (III 4-6)	40,700.00		15,200.00	
27. Miscellaneous	0.00		0.00	
28. Sub-Total (25 thru 27)	40,700.00		15,200.00	
29. Total Cash Uses (24+28)	623,087.00		631,325.00	
30. Net (Deficit) (15-29)	1.00		1.00	
Cash Balance				
31. Beginning Cash Balance	93,956.82		10,318.02	
32. Accrual To Cash Adjustment				
33. Ending Cash Bal (30+31+32)	93,957.82		10,319.02	

Proposed Budget

Project Name: NORTHWOOD VILLAGE State: 54 Servicing Office: 633 County: 49
 Borrower Name: EMPORIA LIMITED Borr ID: 630826511 Prj Nbr: 01-5 Paid Code: Active
 Classification: A Fiscal Year: 2024 Version: 01/01/2024 APPROVED Totals: By Project Analyzed: Y

Item	Current Budget	Actual	Proposed Budget	Comment
Effective Dates:	01/01/2023	01/01/2023	01/01/2024	
Ending Dates:	12/31/2023	12/31/2023	12/31/2024	
PART II - O&M EXPENSE SCHEDULE				
1. Maint. @ Repairs Payroll	65,900.00		68,900.00	
2. Maint. @ Repairs Supply	15,000.00		15,000.00	
3. Maint. @ Repairs Contract	18,900.00		18,900.00	
4. Painting	15,020.00		15,020.00	
5. Snow Removal	1,200.00		1,200.00	
6. Elevator Maint./Contract	0.00		0.00	
7. Grounds	22,800.00		22,800.00	
8. Services	15,000.00		15,000.00	
9. Cptl Bgt(Part V operating)	52,490.00		59,055.00	
10. Other Operating Expenses	0.00		0.00	ITEMIZED
11. Sub-Ttl O&M (1 thru 10)	206,310.00		215,875.00	
12. Electricity	15,000.00		17,000.00	
13. Water	8,000.00		8,000.00	
14. Sewer	2,900.00		6,000.00	
15. Fuel (Oil/Coal/Gas)	0.00		0.00	
16. Garbage @ Trash Removal	0.00		400.00	
17. Other Utilities	0.00		0.00	ITEMIZED
18. Sub-Ttl Util. (12 thru 17)	25,900.00		31,400.00	
19. Site Management Payroll	33,750.00		36,500.00	
20. Management Fee	70,848.00		75,168.00	
21. Project Auditing Expense	4,100.00		4,800.00	
22. Proj. Bookkeeping/Accting	0.00		0.00	
23. Legal Expenses	2,000.00		2,000.00	
24. Advertising	400.00		400.00	
25. Phone @ Answering Service	4,600.00		6,500.00	
26. Office Supplies	4,600.00		5,000.00	
27. Office Furniture @ Equip.	250.00		250.00	
28. Training Expense	800.00		1,620.00	
29. Hlth Ins. @ Other Benefits	3,500.00		3,500.00	
30. Payroll Taxes	8,600.00		8,600.00	
31. Workmans Compensation	4,783.00		4,783.00	
32. Other Admin. Expenses	2,300.00		2,300.00	ITEMIZED
33. Sub-Ttl Admin (19 thru 32)	140,531.00		151,421.00	
34. Real Estate Taxes	21,000.00		22,500.00	
35. Special Assessments	0.00		0.00	
36. Othr Taxes, Lcnse, Permts	0.00		0.00	ITEMIZED
37. Property @ Liability Ins.	18,717.00		25,000.00	
38. Fidelity Coverage Ins.	0.00		0.00	
39. Other Insurance	0.00		0.00	
40. Sub-Ttl Tx/In (34 thru 39)	39,717.00		47,500.00	
41. Ttl O&M Exps (11+18+33+40)	412,458.00		446,196.00	

Project Name: NORTHWOOD VILLAGE State: 54 Servicing Office: 633 County: 49
 Borrower Name: EMPORIA LIMITED Borr ID: 630826511 Prj Nbr: 01-5 Paid Code: Active
 Classification: A Fiscal Year: 2024 Version: 01/01/2024 APPROVED Totals: By Project Analyzed: Y

Item	Current Budget	Actual	Proposed Budget	Comment
Effective Dates:	01/01/2023	01/01/2023	01/01/2024	
Ending Dates:	12/31/2023	12/31/2023	12/31/2024	
PART III - ACCT BUDGET/STATUS				
Reserve Account				
1. Beginning Balance	116,124.32		101,043.09	
2. Transfer to Reserve	14,539.00		14,539.00	
Transfer From Reserve				
3. Operating Deficit	0.00		0.00	
4. Cptl Bgt (Part V reserve)	40,700.00		15,200.00	
5. Building @ Equip Repair	0.00		0.00	704A REPAIRS
6. Othr Non-Operating Expenses	0.00		0.00	
7. Total (3 thru 6)	40,700.00		15,200.00	
8. Ending Balance [(1+2)-7]	89,963.32		100,382.09	
General Operating Account				
Beginning Balance				
Ending Balance				
Real Estate Tax And Ins Escrow				
Beginning Balance				
Ending Balance				
Tenant Security Deposit Acct				
Beginning Balance				
Ending Balance				

Number of Applicants on Waiting List	0	Reserve Acct. Req. Balance	-840,268.91
Number of Applicants Needing RA		Amount Ahead/Behind	967,473.00

Project Name: NORTHWOOD VILLAGE State: 54 Servicing Office: 633 County: 49
 Borrower Name: EMPORIA LIMITED Borr ID: 630826511 Prj Nbr: 01-5 Paid Code: Active
 Classification: A Fiscal Year: 2024 Version: 01/01/2024 APPROVED Totals: By Project Analyzed: Y

PART IV RENT SCHEDULE

A. CURRENT APPROVED RENTS/UTILITY ALLOWANCE: 01/01/2023

Unit Description						Rental Rates			Potential Income From Each Rate			Utility
Type	Size	HC	Rev	Unit	Number	Basic	Note	HUD	Basic	Note	HUD	Allowance
All	1	All			20	654	728	654	156,960	174,720	156,960	76
All	3	All			16	840	949	815	161,280	182,208	156,480	122
All	2	All			36	720	808	720	311,040	349,056	311,040	99
CURRENT RENT TOTALS									629,280	705,984	624,480	

EFFECTIVE DATE OF RENTS/UTILITY ALLOWANCE: 01/01/2023

Unit Description					Utility Types						Total Allow
Type	Size	HC	Rev	Unit	Elect	Gas	Sewer	Trash	Water	Other	Total Allow
All	1	All			76	0	0	0	0	0	76
All	3	All			122	0	0	0	0	0	122
All	2	All			99	0	0	0	0	0	99

B. PROPOSED CHANGE OF RENTS/UTILITY ALLOWANCE: 01/01/2024

Unit Description						Rental Rates			Potential Income From Each Rate			Utility
Type	Size	HC	Rev	Unit	Number	Basic	Note	HUD	Basic	Note	HUD	Allowance
All	1	All			20	692	766	692	166,080	183,840	166,080	76
All	3	All			16	889	998	889	170,688	191,616	170,688	125
All	2	All			36	762	850	762	329,184	367,200	329,184	101
PROPOSED RENT TOTALS									665,952	742,656	665,952	

EFFECTIVE DATE OF RENTS/UTILITY ALLOWANCE: 01/01/2024

Unit Description					Utility Types						Total Allow
Type	Size	HC	Rev	Unit	Elect	Gas	Sewer	Trash	Water	Other	Total Allow
All	1	All			76	0	0	0	0	0	76
All	3	All			125	0	0	0	0	0	125
All	2	All			101	0	0	0	0	0	101

Project Name: NORTHWOOD VILLAGE State: 54 Servicing Office: 633 County: 49
 Borrower Name: EMPORIA LIMITED Borr ID: 630826511 Prj Nbr: 01-5 Paid Code: Active
 Classification: A Fiscal Year: 2024 Version: 01/01/2024 APPROVED Totals: By Project Analyzed: Y

Item	Proposed Number Units/Items	Proposed From Reserve	Actual From Reserve	Proposed From Operating	Actual From Operating	Actual Total Cost	Total Actual Units/Items
Effective Dates:	01/01/2023	01/01/2024	01/01/2023	01/01/2024	01/01/2023	01/01/2023	01/01/2023
Ending Dates:	12/31/2023		12/31/2023		12/31/2023	12/31/2023	12/31/2023
ANNUAL CAPITAL BUDGET							
Appliances							
Appliances - Range	4	700.00	0.00	2,100.00	0.00	0.00	0
Appliances - Refrigerator	4	800.00	0.00	2,400.00	0.00	0.00	0
Appliances - Range Hood	10	0.00	0.00	1,500.00	0.00	0.00	0
Appliances - Washers @ Dryers	0	0.00	0.00	0.00	0.00	0.00	0
Appliances - Other	0	0.00	0.00	0.00	0.00	0.00	0
Carpet and Vinyl							
Carpet @ Vinyl - 1 Br.	3	2,600.00	0.00	5,200.00	0.00	0.00	0
Carpet @ Vinyl - 2 Br.	3	0.00	0.00	8,400.00	0.00	0.00	0
Carpet @ Vinyl - 3 Br.	3	0.00	0.00	9,000.00	0.00	0.00	0
Carpet @ Vinyl - 4 Br.	0	0.00	0.00	0.00	0.00	0.00	0
Carpet @ Vinyl - Other	0	0.00	0.00	0.00	0.00	0.00	0
Cabinets							
Cabinets - Kitchens	1	0.00	0.00	3,000.00	0.00	0.00	0
Cabinets - Bathroom	3	200.00	0.00	400.00	0.00	0.00	0
Cabinets - Other	0	0.00	0.00	0.00	0.00	0.00	0
Doors							
Doors - Exterior	3	0.00	0.00	750.00	0.00	0.00	0
Doors - Interior	3	0.00	0.00	300.00	0.00	0.00	0
Doors - Other	0	0.00	0.00	0.00	0.00	0.00	0
Window Coverings							
Window Coverings - Detail	0	0.00	0.00	0.00	0.00	0.00	0
Window Coverings - Other	0	0.00	0.00	0.00	0.00	0.00	0
Heat and Air Conditioning							
Heat @ Air - Heating	2	0.00	0.00	9,000.00	0.00	0.00	0
Heat @ Air - Air Conditioning	2	0.00	0.00	9,000.00	0.00	0.00	0
Heat @ Air - Other	0	0.00	0.00	0.00	0.00	0.00	0
Plumbing							
Plumbing - Water Heater	3	0.00	0.00	1,800.00	0.00	0.00	0
Plumbing - Bath Sinks	0	0.00	0.00	0.00	0.00	0.00	0
Plumbing - Kitchen Sinks	0	0.00	0.00	0.00	0.00	0.00	0
Plumbing - Faucets	3	0.00	0.00	255.00	0.00	0.00	0
Plumbing - Toilets	3	0.00	0.00	600.00	0.00	0.00	0
Plumbing - Other	0	0.00	0.00	0.00	0.00	0.00	0
Major Electrical							
Major Electrical - Detail	0	0.00	0.00	0.00	0.00	0.00	0
Major Electrical - Other	0	0.00	0.00	0.00	0.00	0.00	0
Structures							
Structures - Windows	9	900.00	0.00	3,150.00	0.00	0.00	0
Structures - Screens	0	0.00	0.00	0.00	0.00	0.00	0
Structures - Walls	0	0.00	0.00	0.00	0.00	0.00	0
Structures - Roofing	0	0.00	0.00	0.00	0.00	0.00	0
Structures - Siding	0	0.00	0.00	0.00	0.00	0.00	0
Structures - Exterior Painting	0	0.00	0.00	0.00	0.00	0.00	0
Structures - Other	0	0.00	0.00	0.00	0.00	0.00	0

Project Name: NORTHWOOD VILLAGE State: 54 Servicing Office: 633 County: 49
 Borrower Name: EMPORIA LIMITED Borr ID: 630826511 Prj Nbr: 01-5 Paid Code: Active
 Classification: A Fiscal Year: 2024 Version: 01/01/2024 APPROVED Totals: By Project Analyzed: Y

Item	Proposed Number Units/Items	Proposed From Reserve	Actual From Reserve	Proposed From Operating	Actual From Operating	Actual Total Cost	Total Actual Units/Items
Effective Dates:	01/01/2023	01/01/2024	01/01/2023	01/01/2024	01/01/2023	01/01/2023	01/01/2023
Ending Dates:	12/31/2023		12/31/2023		12/31/2023	12/31/2023	12/31/2023
Paving							
Paving - Asphalt	0	0.00	0.00	0.00	0.00	0.00	0
Paving - Concrete	0	0.00	0.00	0.00	0.00	0.00	0
Paving - Seal and Stripe	0	0.00	0.00	0.00	0.00	0.00	0
Paving - Other	0	0.00	0.00	0.00	0.00	0.00	0
Landscape and Grounds							
Lndscp@Grnds - Landscaping	0	0.00	0.00	2,200.00	0.00	0.00	0
Lndscp@Grnds - Lawn Equipment	0	0.00	0.00	0.00	0.00	0.00	0
Lndscp@Grnds - Fencin	0	10,000.00	0.00	0.00	0.00	0.00	0
Lndscp@Grnds - Recreation Area	0	0.00	0.00	0.00	0.00	0.00	0
Lndscp@Grnds - Signs	0	0.00	0.00	0.00	0.00	0.00	0
Lndscp@Grnds - Other	0	0.00	0.00	0.00	0.00	0.00	0
Accessibility Features							
Accessibility Features - Detail	0	0.00	0.00	0.00	0.00	0.00	0
Accessibility Features - Other	0	0.00	0.00	0.00	0.00	0.00	0
Automation Equipment							
Automation Equip. -Site Mngt.	0	0.00	0.00	0.00	0.00	0.00	0
Automation Equip. -Common Area	0	0.00	0.00	0.00	0.00	0.00	0
Automation Equip. -Other	0	0.00	0.00	0.00	0.00	0.00	0
Other							
List: ?	0	0.00	0.00	0.00	0.00	0.00	0
List: ?	0	0.00	0.00	0.00	0.00	0.00	0
List: ?	0	0.00	0.00	0.00	0.00	0.00	0
Total Capital Expenses	0	15,200.00	0.00	59,055.00	0.00	0.00	0

Project Name: NORTHWOOD VILLAGE	State: 54	Servicing Office: 633	County: 49
Borrower Name: EMPORIA LIMITED	Borr ID: 630826511	Prj Nbr: 01-5	Paid Code: Active
Classification: A	Fiscal Year: 2024	Version: 01/01/2024 APPROVED	Totals: By Project Analyzed: Y

Part VI - SIGNATURES, DATES AND COMMENTS

Warning	Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both.
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I HAVE READ THE ABOVE WARNING STATEMENT AND I HEREBY CERTIFY THAT THE FOREGOING INFORMATION IS COMPLETE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

<u>09/26/2023</u> (Date Submitted)	<u>LANDURA MANAGEMENT ASSO LTD</u> (Management Agency)	<u>MA639824</u> (MA#)
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_____ (Date)	_____ (Signature of Borrower or Borrower's Representative)
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_____ (Title)	_____ (Date)
------------------	-----------------

Paula Wilson

10-30-2023

_____ Agency Approval (Rural Development Approval Official):	_____ (Date)
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Project Name: NORTHWOOD VILLAGE	State: 54	Servicing Office: 633	County: 49
Borrower Name: EMPORIA LIMITED	Borr ID: 630826511	Prj Nbr: 01-5	Paid Code: Active
Classification: A	Fiscal Year: 2024	Version: 01/01/2024 APPROVED	Totals: By Project Analyzed: Y

SPVS Comment:
Batched/ II 092623

Narrative:
See enclosed other income and expense itemization.

This Tab is not applicable to the SP Northwood LLC application.

Tab S:

Supportive House Certification and/or
Resident Well Being MOU

This Tab is not applicable to the SP Northwood LLC application.

Tab T:

Funding Documentation

Tab U:

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

SP Northwood LLC

Virginia Housing Free Housing Education Acknowledgement

I _____, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here www.virginiahousing.com/renters.

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: _____

Resident Signature: _____

Date: _____

This Tab is not applicable to the SP Northwood LLC application.

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

Tab W:

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

The Apartment Internet Guidelines

Acknowledgement

I _____, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in The Northwood Village Apartments Internet Guidelines Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided at The Northwood Village Apartments common areas.

I understand that the Internet Guideline Manual and handbook contains information that will assist me and my guests in the proper use of the internet made available by Northwood Village Apartments. I also understand that I will be held accountable for my behavior, as well as for my guests' behavior, and me be subject to legal and/or financial consequences related to any misuses as outlined in the Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to, and understand the terms of all items contained in Northwood Village Apartment's Internet Guideline Manual.

Resident Name: _____

Resident Signature: _____

Date: _____

NORTHWOOD VILLAGE APARTMENTS

INTERNET SECURITY PLAN

The internet service at Northwood Village Apartments will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: _____

Name (Print):

Date



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

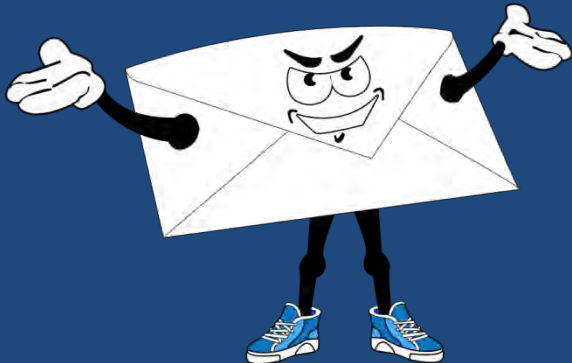
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



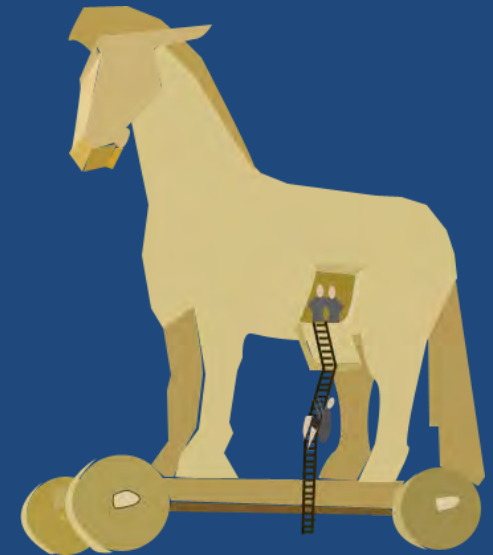
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

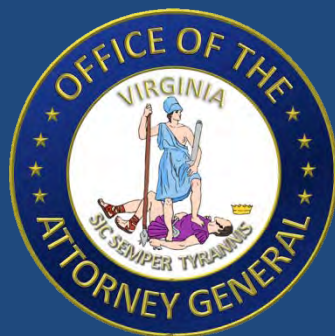
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Northwood Village Apartments
300 Bethune Square, Emporia, VA 23847
Marketing Plan for Units Which Conform to
Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Northwood Village Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Northwood Village Apartments. Edgewood Management, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Edgewood Management will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing

Edgewood Management is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. Edgewood Management, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of Edgewood Management.

II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

Edgewood Management will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- **VA Centers for Independent Living (CIL) - #19 – Crater District Satellite CIL (Parent CIL: RIL)**
 - 1845 A Fort Mahone Street
Petersburg, VA 23805-2403
(804) 862-9338
info@ril-va.org
http://ril-va.org

- **Virginia Board for People with Disabilities (804-786-0016)**
 - Washington Building
 - 1100 Bank Street, 7th Floor, Richmond, VA 23219
 - <https://www.vaboard.org/>
 - info@vbpd.virginia.gov
- **District 19 Community Services Board**
 - 1101 Greensville County Circle
 - Emporia, VA 23847
 - (434) 348-8900
 - <http://www.ci.emporia.va.us/district-19-community-services-board>

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- **Unless prohibited by and applicable federal subsidy program.**
- **A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.**
- **Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.**
- **Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status**
- **Target Population units will be confirmed by VHDA.**
- **Elizabeth Seward, Director, Statewide Housing Initiatives, (804) 343-5615, elizabeth.seward@vhda.com**

2. Internet Search

Northwood Village Apartments will also be listed on the following websites:

www.virginiahousingsearch.com

www.hud.gov

www.craigslist.org

accessva.org

dbhds.virginia.gov

3. Print Media

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. **Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Edgewood Management encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance

Application Processing

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will

automatically be denied if;

- There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
 - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
-
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which YOUR Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
 - Family composition must be compatible for units available on the property.
 - Applicants must receive satisfactory referrals from all previous Landlords.
 - Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
 - Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
 - Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
 - Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
 - Applicants must complete the Application for Lease and all verification forms truthfully.
 - Applicants must provide all information required by current Federal regulations and policies.
 - Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
 - Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
 - Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
 - Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.
 - Held Vacant for 60 Days**
 - Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 50-point Units to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe.**

- **“Ongoing basis” means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.**
- **Each time a vacancy occurs in a 50-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA’s Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.**
- **If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development’s waiting list and placed in the 50-point Unit when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.**
- **NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.**

This Tab is not applicable to the SP Northwood LLC application.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

This Tab is not applicable to the SP Northwood LLC application.

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

Tab AA:

Priority Letter from Rural Development



Rural Development

January 18, 2024

Michelle O'Meara
Branch Chief

Mr. PJ Hornik
SP Northwood LLC
5403 W. Gray Street
Tampa, FL 33609

Processing and
Report Review
Branch 1

Re: Emporia Limited
SP Northwood LLC
Tax Credit Support Letter

Production and
Preservation Division

Multifamily Housing

Dear Mr. Hornik,

This letter is to confirm that you have informed the Rural Housing Service (RHS) of your intention to transfer the ownership of the property, Northwood Village Apartments, from Emporia Limited to SP Northwood LLC, if it is determined eligible by RHS. We understand that you will apply for Federal Low-Income Housing Tax Credits from the Virginia Housing Development Authority in order to acquire and rehabilitate the property.

The RHS outstanding loan balance as of today is \$880,051.45. This loan balance is subject to change at the time of the transfer and it will be set at new rates and terms. As of today, our current interest rate is 5.125%. Under current program parameters, this would be reduced to the below market 1.00% interest credit rate should all other components of the transaction be deemed acceptable by RHS. Based upon the economic useful life of the property, the term may be up to 30 years with an amortization period of up to 50 years.

Although RD doesn't rank potential applications at this time, we strive to fund all of the projects that meet applicable criteria and further the mission of Rural Development. The above referenced project appears to be feasible, subject to the submission and review of a complete application, underwriting of the transaction, and completion and concurrence of all required due diligence items. At closing, the new borrower will be required to execute a new restricted use provision and the property will be required to operate in accordance with 7 CFR part 3560 - Direct Multi-Family Housing Loans and Grants.

If you have any questions regarding the above, please feel free to contact Megan Riley, Loan Technician, at (910) 748-5571 or email at megan.riley@usda.gov.

Sincerely,

Michelle O'Meara
Branch Chief

This Tab is not applicable to the SP Northwood LLC application.

TAB AB:

Social Disadvantage Certification