
2022 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**
Richmond, VA Time On **March 10, 2022**

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2022 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 10, 2022**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johnndavid.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
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Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

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5. Site and Seller Information	Site Control, Identity of Interest and Seller info
6. Team Information	Development Team Contact information
7. Rehabilitation Information	Acquisition Credits and 10-Year Look Back Info
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11. Enhancements	Building Amenities above Minimum Design Requirements
12. Special Housing Needs	504 Units, Sect. 8 Waiting List, Rental Subsidy
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14. Budget	Operating Expenses
15. Project Schedule	Actual or Anticipated Development Schedule
16. Hard Costs	Development Budget: Contractor Costs
17. Owner's Costs	Development Budget: Owner's Costs, Developer Fee, Cost Limits
18. Eligible Basis	Eligible Basis Calculation
19. Sources of Funds	Construction, Permanent, Grants and Subsidized Funding Sources
20. Equity	Equity and Syndication Information
21. Gap Calculation	Credit Reservation Amount Needed
22. Cash Flow	Cash Flow Calculation
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24. Owner Statement	Owner Certifications
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27. Development Summary	Summary of Key Application Points
28. Efficient Use of Resources (EUR)	Calculates Points for Efficient use of Resources
29. Mixed Use - Cost Distribution	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities

2022 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. Please note that all mandatory items must be included for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

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

VHDA TRACKING NUMBER

2022-C-84

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/10/2022

1. Development Name: Spencer Pointe
2. Address (line 1): 1700 Graves Mill Road
 Address (line 2):
 City: Lynchburg State: VA Zip: 24502
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: -79.24086 Latitude: 37.37841
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Lynchburg City
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 18.00
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....
- | | | |
|------|-------|-------|
| 3% | 10% | 12% |
| TRUE | FALSE | FALSE |

Enter only Numeric Values below:

13. Congressional District: 6
 Planning District: 11
 State Senate District: 23
 State House District: 23

Click on the following link for assistance in determining the districts related to this development:

[Link to Virginia Housing's HOME - Select Virginia LIHTC Reference Map](#)

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

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

The development team is developing Spencer Pointe, a multifamily community in Lynchburg, Virginia. The development will consist of 50 residential units in 1 split 3-story/4-story building with an elevator. The development team has successfully developed and placed in service hundreds of affordable housing properties across a multitude of states and is considered a leader in the affordable housing industry.

VHDA TRACKING NUMBER

2022-C-84

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/10/2022

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

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

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

Kevin Henry, Zoning Administrator

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

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

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

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

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

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

Balance of State Pool

or

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

For Tax Exempt Bonds, where are bonds being issued?

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

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2022.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, 2022, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).**3. Select Building Allocation type:**

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

FALSE

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

Name of companion development:

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

FALSE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

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

Definition of selection:

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

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

TRUE

In 2022, Virginia Housing will debut a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. More details will be provided.

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Spencer Pointe Limited Partnership

Developer Name: Woda Cooper Development, Inc.

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

Address: 500 South Front Street, 10th Floor

City: Columbus St. ▶ OH Zip: 43215

Phone: (614) 396-3222 Ext. Fax:

Email address: gmustric@wodagroup.com

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

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

Additional Contact: Please Provide Name, Email and Phone number.

Nick Surak, nsurak@wodagroup.com, 202-489-8537

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

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

Names **	Phone	Type Ownership	% Ownership	
Spencer Pointe GP, LLC	(614) 396-3200	General Partner	0.000%	needs
Bruce Watts	(614) 396-3200	Member	25.000%	
Woda Cooper General Partner, LLC	(614) 396-3200	Managing Member	0.000%	needs
Woda Cooper Communities, LLC	(614) 396-3200	Managing Member	0.000%	needs
Jeffrey J. Woda (Managing Member)	(614) 396-3200	Managing Member	33.150%	
David Cooper, Jr. (Managing Member)	(614) 396-3200	Managing Member	31.850%	
Bay Aging Brennan Pointe GP, LLC	(804) 758-2386	Nonprofit Member	10.000%	
Bay Aging (non-profit)/Kathy Vesley (President & CEO)	(804) 758-2386	Nonprofit Member	0.000%	needs

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

C. OWNERSHIP INFORMATION

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

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

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

TRUE

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

3. Developer Experience:

*May only choose one of A, B or C **OR** select one or more of D, E and F.*

TRUE a. A principal of the controlling general partner or managing member for the proposed development has developed as a controlling general partner or managing member for (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments.

Action: Must be included on Virginia Housing Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts (**Tab P**)

FALSE b. A principal of the controlling general partner or managing member for the proposed development has developed at least three deals as principal and have at \$500,000 in liquid assets.

Action: Must be included on the Virginia Housing Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s (**Tab P**)

FALSE c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units).

Action: Must provide copies of 8609s and partnership agreements (**Tab P**)

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

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

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

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

FALSE f. 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 auth

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: ☒ Purchase Contract

Expiration Date: 11/30/2022

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..... 11/30/2022 .

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:

AGO Properties, L.L.C., f.k.a AGO Properties

Address:

828 Main Street, STE. 1803

City:

Lynchburg

St.:

VA

Zip:

24505

Contact Person:

John J. O'Keefe, Jr.

Phone:

(434) 384-0027

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.)

Names	Phone	Type Ownership	% Ownership
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Efrem Levy	This is a Related Entity.	FALSE
Firm Name:	Reno & Cavanaugh PLLC	DEI Designation?	FALSE
Address:	455 Massachusetts Ave., NW, Suite 400, Washington, DC 20001		
Email:	elevy@renocavanaugh.com	Phone:	(202) 349-2476
2. Tax Accountant:	Bryan Stickler	This is a Related Entity.	FALSE
Firm Name:	Stemen, Mertens, Stickler CPA's	DEI Designation?	FALSE
Address:	380 S. 5th Street, Columbus, Ohio 43215		
Email:	bstickler@lscspa.com	Phone:	(614) 224-0955
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct., Midlothian, VA 23113	Role:	Consultant
Email:	RyneJohnson@AstoriaLLC.com	Phone:	(804) 320-0585
4. Management Entity:	David Cooper, Jr.	This is a Related Entity.	TRUE
Firm Name:	Woda Real Estate and Management, LLC	DEI Designation?	FALSE
Address:	500 South Front Street, 10th Floor, Columbus, OH 43215		
Email:	dcooper@wodagroup.com	Phone:	(614) 396-3200
5. Contractor:	David Cooper, Jr.	This is a Related Entity.	TRUE
Firm Name:	Woda Construction, Inc.	DEI Designation?	FALSE
Address:	500 South Front Street, 10th Floor, Columbus, OH 43215		
Email:	dcooper@wodagroup.com	Phone:	(614) 396-3200
6. Architect:	Douglas E. Weatherby	This is a Related Entity.	FALSE
Firm Name:	D.E. Weatherby and Associates, Inc.	DEI Designation?	FALSE
Address:	4716 Knotty Knolls Dr., Gahanna, OH 43230		
Email:	dewapc@insight.rr.com	Phone:	(614) 396-3200
7. Real Estate Attorney:	Efrem Levy	This is a Related Entity.	FALSE
Firm Name:	Reno & Cavanaugh PLLC	DEI Designation?	FALSE
Address:	455 Massachusetts Ave., NW, Suite 400, Washington, DC 20001		
Email:	elevy@renocavanaugh.com	Phone:	(202) 349-2476
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	W. Travis Bowers	This is a Related Entity.	FALSE
Firm Name:	The Hyperion Group, Inc.	DEI Designation?	TRUE
Address:	409 E. Laburnum Ave., Ofc 1, Richmond, VA 23	Role:	Consultant
Email:	tbowers@thehyperiongroup.net	Phone:	(804) 640-2933

F. REHAB INFORMATION**1. Acquisition Credit Information**

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

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

- b. This development has received a previous allocation of credits..... **FALSE**

If so, in what year did this development receive credits?

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

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

Action: (If True, provide required form in **TAB Q**)

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

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... **FALSE**

- ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... **FALSE**

2. Ten-Year Rule For Acquisition Credits

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ \$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**

- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i)..... **FALSE**

i. Subsection (I)..... **FALSE**

ii. Subsection (II)..... **FALSE**

iii. Subsection (III)..... **FALSE**

iv. Subsection (IV)..... **FALSE**

v. Subsection (V)..... **FALSE**

- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **FALSE**

- d. There are different circumstances for different buildings..... **FALSE**

Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

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

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

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

FALSE

a. Be authorized to do business in Virginia.

FALSE

b. Be substantially based or active in the community of the development.

FALSE

c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.

FALSE

d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.

FALSE

e. Not be affiliated with or controlled by a for-profit organization.

FALSE

f. Not have been formed for the principal purpose of competition in the Non Profit Pool.

FALSE

g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... **TRUE** (If false, go on to #3.)

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

B. Type of involvement:

Nonprofit meets eligibility requirement for points only, not pool..... **TRUE**

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: **Owner**

Name: **Bay Aging**

Contact Person: **Kathy E. Vesley**

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

City: **Urbanna**

State: **VA**

Zip: **23175-9903**

Phone: **(804) 758-2386**

Contact Email: **kvesley@bayaging.org**

G. NONPROFIT INVOLVEMENT**D. Percentage of Nonprofit Ownership (All nonprofit applicants):**

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

10.0%**3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal****A. TRUE**

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

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

Name of qualified nonprofit:

Bay Aging

or indicate true if Local Housing Authority**FALSE****Name of Local Housing Authority****2. FALSE**

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

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

NOTE: Applicant is required to waive the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION**1. General Information**

a. Total number of all units in development	50	bedrooms	120
Total number of rental units in development	50	bedrooms	120
Number of low-income rental units	50	bedrooms	120
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	50	bedrooms	120
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		65,186.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		0.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		65,186.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	10.8 +/-		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	1224.25	SF	30	30
3BR Garden	1422.92	SF	20	20
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			50	50

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

3. Structures

a. Number of Buildings (containing rental units)..... **1**

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

c. Number of stories:..... **3-4**

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

e. Commercial Area Intended Use: **N/A**

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

i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood).....

TRUE

ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood).....

FALSE

iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood).....

FALSE

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

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

h. Development contains an elevator(s).

TRUE

If true, # of Elevators.

1

Elevator Type (if known)

To be determined

i. Roof Type



Combination

j. Construction Type



Frame

k. Primary Exterior Finish



Combination

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities:

Community room with a minimum of 749 square feet

m. Number of Proposed Parking Spaces

100

Parking is shared with another entity

FALSE

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

TRUE

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

H. STRUCTURE AND UNITS INFORMATION

5. Plans and Specifications

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

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

6. Market Study Data: (MANDATORY)

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

Project Wide Capture Rate - LIHTC Units	1.40%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	0.80%
Project Wide Absorption Period (Months)	3-4

J. ENHANCEMENTS

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

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

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

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

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

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

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

- | | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 50.00% | b1. Percentage of brick covering the exterior walls. |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill). |
| TRUE | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| | f. <i>Not applicable for 2022 Cycles</i> |
| FALSE | g. Each unit is provided free individual high speed internet access. |
| | or |
| TRUE | h. Each unit is provided free individual WiFi access. |
| FALSE | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| | or |
| TRUE | j. Full bath fans are equipped with a humidistat. |
| TRUE | k. Cooking surfaces are equipped with fire prevention features |
| | or |
| FALSE | l. Cooking surfaces are equipped with fire suppression features. |
| FALSE | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| | or |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| | r. <i>Not applicable for 2022 Cycles</i> |

J. ENHANCEMENTS

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

- | | | | |
|--------------|--|--------------|--|
| TRUE | Earthcraft Gold or higher certification | FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| FALSE | U.S. Green Building Council LEED certification | FALSE | Enterprise Green Communities (EGC) Certification |

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

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

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

- | | | | |
|--------------|-------------------------------------|--------------|-------------------------|
| FALSE | Zero Energy Ready Home Requirements | FALSE | Passive House Standards |
|--------------|-------------------------------------|--------------|-------------------------|

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

- TRUE** a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 50** b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

100% of Total Rental Units

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

If not, please explain:



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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	16	19	0
Air Conditioning	0	0	8	9	0
Cooking	0	0	7	8	0
Lighting	0	0	26	31	0
Hot Water	0	0	15	18	0
Water	0	0	19	23	0
Sewer	0	0	26	35	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$117	\$142	\$0

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

- | | |
|---|--|
| a. <u>FALSE</u> HUD | d. <u>FALSE</u> Local PHA |
| b. <u>FALSE</u> Utility Company (Estimate) | e. <u>TRUE</u> Other: <u>Viridiant</u> |
| c. <u>FALSE</u> Utility Company (Actual Survey) | |

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

K. SPECIAL HOUSING NEEDS

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

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

Action: Provide appropriate documentation (Tab X)

TRUE

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

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

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

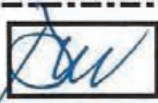
Documentation from source of assistance must be provided with the application.

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

FALSE

- b. Any development in which ten percent (10%) of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

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



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

2. Special Housing Needs/Leasing Preference:

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

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

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

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

Action: Provide Permanent Supportive Housing Certification (Tab S)

K. SPECIAL HOUSING NEEDS

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

(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

Action: Provide Relocation Plan and Unit Delivery Schedule (**Mandatory if tenants are displaced - Tab J**)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: **Yes**

Organization which holds waiting list: **Lynchburg Redevelopment & Housing Authority**

Contact person: **Mary Mayrose**

Title: **Executive Director**

Phone Number: **(434) 485-7200**

Action: Provide required notification documentation (**TAB L**)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **20**
% of total Low Income Units **40%**

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

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

3. Target Population Leasing Preference

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

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

First Name: **Kathy**

Last Name: **Osterman**

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

K. SPECIAL HOUSING NEEDS**4. Rental Assistance**

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

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

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

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 8 Certificates

TRUE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers

*Administering Organization: _____

FALSE State Assistance

*Administering Organization: _____

FALSE Other: _____

c. The Project Based vouchers above are applicable to the 30% units seeking points.

FALSE

i. If True above, how many of the 30% units will not have project based vouchers?

0

d. Number of units receiving assistance:

8

How many years in rental assistance contract?

20.00

Expiration date of contract:

12/31/2052

There is an Option to Renew.....

TRUE

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

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

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

a. Units Provided Per Household Type:

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
5	10.00%	30% Area Median	150%
8	16.00%	40% Area Median	320%
12	24.00%	50% Area Median	600%
4	8.00%	60% Area Median	240%
0	0.00%	70% Area Median	0%
21	42.00%	80% Area Median	1680%
0	0.00%	Market Units	
50	100.00%	Total	59.80%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
5	10.00%	30% Area Median	150%
8	16.00%	40% Area Median	320%
12	24.00%	50% Area Median	600%
4	8.00%	60% Area Median	240%
0	0.00%	70% Area Median	0%
21	42.00%	80% Area Median	1680%
0	0.00%	Market Units	
50	100.00%	Total	59.80%


b. The development plans to utilize average income..... TRUE

If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 1.5 Bath	30% AMI	3	3	857.00	\$380.00	\$1,140
Mix 2	2 BR - 1.5 Bath	40% AMI	4		857.00	\$491.00	\$1,964
Mix 3	2 BR - 1.5 Bath	50% AMI	7		857.00	\$710.00	\$4,970
Mix 4	2 BR - 1.5 Bath	60% AMI	2		857.00	\$850.00	\$1,700
Mix 5	2 BR - 1.5 Bath	80% AMI	13		916.00	\$875.00	\$11,375
Mix 6	2 BR - 1.5 Bath	60% AMI	1		916.00	\$850.00	\$850
Mix 7	3 BR - 2 Bath	30% AMI	2	2	1080.00	\$430.00	\$860
Mix 8	3 BR - 2 Bath	40% AMI	4		1080.00	\$534.00	\$2,136
Mix 9	3 BR - 2 Bath	50% AMI	5		1080.00	\$815.00	\$4,075
Mix 10	3 BR - 2 Bath	60% AMI	1		1080.00	\$975.00	\$975
Mix 11	3 BR - 2 Bath	80% AMI	8		1080.00	\$1,000.00	\$8,000
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

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
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Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0

L. UNIT DETAILS

Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
TOTALS			50	5				\$38,045

Total Units	50	Net Rentable SF:	TC Units	48,136.00
			MKT Units	0.00
			Total NR SF:	48,136.00

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

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

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$0
3. Office Supplies			\$13,750
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$27,247
6.00% of EGI	\$544.94	Per Unit	
6. Manager Salaries			\$32,250
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$4,500
9. Auditing			\$3,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$4,000
12. Tax Credit Monitoring Fee			\$1,750
13. Miscellaneous Administrative			\$0
Total Administrative			\$87,997

Utilities

14. Fuel Oil		\$0
15. Electricity		\$9,000
16. Water		\$8,000
17. Gas		\$0
18. Sewer		\$5,500
Total Utility		\$22,500

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$5,000
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$2,000
23. Trash Removal		\$500
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$5,000
27. Grounds Contract		\$3,000
28. Maintenance/Repairs Payroll		\$32,250
29. Repairs/Material		\$11,000
30. Repairs Contract		\$0
31. Elevator Maintenance/Contract		\$4,000
32. Heating/Cooling Repairs & Maintenance		\$5,000
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$2,000
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$2,500
37. Miscellaneous		\$4,250
Totals Operating & Maintenance		\$76,500

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes	\$38,350
39. Payroll Taxes	\$5,500
40. Miscellaneous Taxes/Licenses/Permits	\$1,250
41. Property & Liability Insurance	\$15,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$2,500
45. Other Insurance	\$0
Total Taxes & Insurance	\$62,600

Total Operating Expense**\$249,597**

Total Operating Expenses Per Unit	\$4,992	C. Total Operating Expenses as % of EGI	54.96%
--	----------------	--	---------------

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

Total Expenses	\$264,597
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	Complete	David Cooper, Jr.
b. Site Acquisition	11/30/2022	David Cooper, Jr.
c. Zoning Approval	In Place	David Cooper, Jr.
d. Site Plan Approval	1/15/2023	David Cooper, Jr.
2. Financing		
a. Construction Loan		
i. Loan Application	9/1/2022	David Cooper, Jr.
ii. Conditional Commitment	10/1/2022	David Cooper, Jr.
iii. Firm Commitment	11/1/2022	David Cooper, Jr.
b. Permanent Loan - First Lien		
i. Loan Application	9/1/2022	David Cooper, Jr.
ii. Conditional Commitment	10/1/2022	David Cooper, Jr.
iii. Firm Commitment	11/1/2022	David Cooper, Jr.
c. Permanent Loan-Second Lien		
i. Loan Application	9/1/2022	David Cooper, Jr.
ii. Conditional Commitment	10/1/2022	David Cooper, Jr.
iii. Firm Commitment	11/1/2022	David Cooper, Jr.
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	2/11/2022	David Cooper, Jr.
3. IRS Approval of Nonprofit Status	1/11/1980	Kathy E. Vesley
4. Closing and Transfer of Property to Owner	3/15/2023	David Cooper, Jr.
5. Plans and Specifications, Working Drawings	1/15/2023	David Cooper, Jr.
6. Building Permit Issued by Local Government	3/10/2023	David Cooper, Jr.
7. Start Construction	3/15/2023	David Cooper, Jr.
8. Begin Lease-up	4/15/2024	David Cooper, Jr.
9. Complete Construction	6/15/2024	David Cooper, Jr.
10. Complete Lease-Up	9/15/2024	David Cooper, Jr.
11. Credit Placed in Service Date	12/31/2024	David Cooper, Jr.

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

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only! Item (A) Cost		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	7,445,460	0	0	7,445,460
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	7,445,460	0	0	7,445,460
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	1,000,000	0	0	1,000,000
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	50,000	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	1,050,000	0	0	1,000,000
Total Structure and Land	8,495,460	0	0	8,445,460
r. General Requirements	509,728	0	0	509,728
s. Builder's Overhead	169,908	0	0	169,908
(2.0% Contract)				
t. Builder's Profit	509,728	0	0	509,728
(6.0% Contract)				
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="text"/>	0	0	0	0
z. Other 2: <input type="text"/>	0	0	0	0
aa. Other 3: <input type="text"/>	0	0	0	0
Contractor Costs	\$9,684,824	\$0	\$0	\$9,634,824

O. PROJECT BUDGET - OWNER COSTS

		To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.		
MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	41,500	0	0	41,500
b. Architecture/Engineering Design Fee \$5,411 /Unit)	270,545	0	0	270,545
c. Architecture Supervision Fee \$400 /Unit)	20,000	0	0	20,000
d. Tap Fees	58,000	0	0	58,000
e. Environmental	30,000	0	0	30,000
f. Soil Borings	5,000	0	0	5,000
g. Green Building (Earthcraft, LEED, etc.)	25,000	0	0	25,000
h. Appraisal	9,000	0	0	9,000
i. Market Study	6,500	0	0	6,500
j. Site Engineering / Survey	121,848	0	0	121,848
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	224,800	0	0	224,800
n. Construction Interest (4.0% for 30 months)	359,240	0	0	299,878
o. Taxes During Construction	5,000	0	0	5,000
p. Insurance During Construction	90,000	0	0	90,000
q. Permanent Loan Fee (2.0%)	35,000	0	0	0
r. Other Permanent Loan Fees	10,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	7,500	0	0	7,500
u. Accounting	0	0	0	0
v. Title and Recording	50,000	0	0	40,000
w. Legal Fees for Closing	115,000	0	0	95,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	84,298			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	60,500	0	0	60,500
ab. Organization Costs	5,000	0	0	0
ac. Operating Reserve	211,613	0	0	
ad. Contingency	484,241	0	0	484,241
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	0			
(1) Other* specify: Marketing	5,000	0	0	
(2) Other* specify: Lender Inspection Fee	20,000	0	0	20,000
(3) Other* specify: Soft Cost Contingency	30,000	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$2,384,585	\$0	\$0	\$1,914,312
Subtotal 1 + 2 (Owner + Contractor Costs)	\$12,069,409	\$0	\$0	\$11,549,136
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,418,352	0	0	1,418,352
4. Owner's Acquisition Costs Land	285,000			
Existing Improvements	0	0		
Subtotal 4:	\$285,000	\$0		
5. Total Development Costs Subtotal 1+2+3+4:	\$13,772,761	\$0	\$0	\$12,967,488

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:

\$1,418,353

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

\$207 **Meets Limits**
\$229

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

\$269,755 **Meets Limits**
\$277,370

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	13,772,761	0	0	12,967,488
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	0	12,967,488
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%)			0	0
<i>State Designated Basis Boosts:</i>				
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	3,890,246
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	16,857,734
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	16,857,734
7. Applicable Percentage (Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)		9.00%	9.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,517,196
			\$1,517,196 Combined 30% & 70% P. V. Credit	

Q. SOURCES OF FUNDS**Action:** Provide Documentation for all Funding Sources at **Tab T**

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	Virginia Housing	09/01/22	11/01/22	\$11,240,000	
2.					
3.					
Total Construction Funding:				\$11,240,000	

- 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.	Virginia Housing-Taxable	9/1/2022	11/1/2022	\$1,750,000	\$112,773	5.50%	35	35
2.	Virginia Housing- REACH	9/1/2022	11/1/2022	\$1,000,000	\$45,848	2.95%	35	35
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$2,750,000	\$158,621			

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

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

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

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

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$1,000,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$1,750,000
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS**6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

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

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

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

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

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

b. **TRUE**

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

c. **FALSE**

Other

--

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

R. EQUITY**1. Equity**

- a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

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

- b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$551,054	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A**.

Equity Total \$551,054

2. Equity Gap Calculation

a. Total Development Cost		\$13,772,761
b. Total of Permanent Funding, Grants and Equity	-	\$3,301,054
c. Equity Gap		\$10,471,707
d. Developer Equity	-	\$1,045
e. Equity gap to be funded with low-income tax credit proceeds		\$10,470,662

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	CREA		
Contact Person:	Mike Boyle	Phone:	(727) 329-5479
Street Address:	8141 Main St., Suite 208		
City:	Lakewood Ranch	State:	Zip: 34202

- b. Syndication Equity

i. Anticipated Annual Credits	\$1,189,967.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,189,848
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$10,470,662

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$10,470,662

5. Net Equity Factor

Must be equal to or greater than 85% 87.9999963942%

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			\$13,772,761
2. Less Total of Permanent Funding, Grants and Equity	-		\$3,301,054
3. Equals Equity Gap			\$10,471,707
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			87.9999963942%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$11,899,668
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,189,967
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,517,196
8. Requested Credit Amount		For 30% PV Credit:	\$0
		For 70% PV Credit:	\$1,189,967
Credit per LI Units	\$23,799.3400	Combined 30% & 70% PV Credit Requested	
Credit per LI Bedroom	\$9,916.3917		
			\$1,189,967

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

T. CASH FLOW**1. Revenue**Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$38,045
Plus Other Income Source (list): <u>Rental Assistance, Interest, Tenant Charges, Laundry/ Vending</u>	<u>\$2,646</u>
Equals Total Monthly Income:	<u>\$40,691</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$488,292
Less Vacancy Allowance <u>7.0%</u>	<u>\$34,180</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$454,112</u>

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

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

Action: Provide documentation in support of Operating Budget (**TAB R**)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$454,112
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$454,112
d. Total Expenses	\$264,597
e. Net Operating Income	\$189,515
f. Total Annual Debt Service	\$158,621
g. Cash Flow Available for Distribution	\$30,894

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	454,112	463,194	472,458	481,907	491,545
Less Oper. Expenses	264,597	272,535	280,711	289,132	297,806
Net Income	189,515	190,659	191,747	192,775	193,739
Less Debt Service	158,621	158,621	158,621	158,621	158,621
Cash Flow	30,894	32,038	33,126	34,154	35,118
Debt Coverage Ratio	1.19	1.20	1.21	1.22	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	501,376	511,403	521,631	532,064	542,705
Less Oper. Expenses	306,740	315,943	325,421	335,184	345,239
Net Income	194,635	195,461	196,211	196,881	197,466
Less Debt Service	158,621	158,621	158,621	158,621	158,621
Cash Flow	36,014	36,840	37,590	38,260	38,845
Debt Coverage Ratio	1.23	1.23	1.24	1.24	1.24

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	553,559	564,631	575,923	587,442	599,191
Less Oper. Expenses	355,596	366,264	377,252	388,570	400,227
Net Income	197,963	198,367	198,671	198,872	198,964
Less Debt Service	158,621	158,621	158,621	158,621	158,621
Cash Flow	39,342	39,746	40,050	40,251	40,343
Debt Coverage Ratio	1.25	1.25	1.25	1.25	1.25

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

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

U. Building-by-Building Information

Must Complete

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

Number of BINS:

1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		50	0	1700 Graves Mill Road		Lynchburg	VA	24502				\$0				\$0	\$16,857,734	12/31/24	9.00%	\$1,517,196
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

50

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

Totals from all buildings

\$0

\$0

\$16,857,734

\$0

\$1,517,196

Number of BINS:

1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms 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: Spencer Pointe Limited Partnership

By: 

Its: Authorized Member of the General Partner

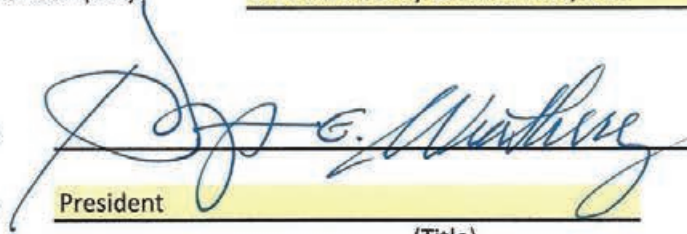
(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Douglas E. Weatherby
Virginia License#:	2716
Architecture Firm or Company:	D.E. Weatherby & Associates, Inc.

By:	
Its:	President
	(Title)

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

W.

LIHTC SELF SCORE SHEET**Self Scoring Process**

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

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

MANDATORY ITEMS:

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

1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development < no points offered in Cycle 2022 >	N/A	0 pts for 2022	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			<u>15.00</u>

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.20
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			<u>44.20</u>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			80.00
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. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
g. Developments with less than 100 low income units	Y	up to 20	20.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			185.00

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$73,700	\$59,700

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	40.00%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.00%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	26.00%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			100.00

5. SPONSOR CHARACTERISTICS:

a. Developer experience (Subdivision 5a - options a,b or c)	Y	0, 10 or 25	25.00
b. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
c. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 5	5.00
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:			30.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	71.90
b. Cost per unit		Up to 100	19.30
Total:			91.20

7. BONUS POINTS:

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

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

TOTAL SCORE: 535.40

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>80.00</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: 80.00

X.

Development Summary

Summary Information

2022 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Spencer Pointe**Cycle Type:** 9% Tax Credits
Allocation Type: New Construction**Requested Credit Amount:** \$1,189,967**Total Units** 50**Total LI Units** 50**Project Gross Sq Ft:** 65,186.00**Green Certified?** TRUE**Jurisdiction:** Lynchburg City**Population Target:** General**Owner Contact:** Gregory Mustric**Total Score**
535.40

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$2,750,000	\$55,000	\$42	\$158,621
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$8,495,460	\$169,909	\$130	61.68%
General Req/Overhead/Profit	\$1,189,364	\$23,787	\$18	8.64%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$2,384,585	\$47,692	\$37	17.31%
Acquisition	\$285,000	\$5,700	\$4	2.07%
Developer Fee	\$1,418,352	\$28,367	\$22	10.30%
Total Uses	\$13,772,761	\$275,455		

Income		
Gross Potential Income - LI Units		\$488,292
Gross Potential Income - Mkt Units		\$0
Subtotal		\$488,292
Less Vacancy %	7.00%	\$34,180
Effective Gross Income		\$454,112

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$87,997	\$1,760
Utilities	\$22,500	\$450
Operating & Maintenance	\$76,500	\$1,530
Taxes & Insurance	\$62,600	\$1,252
Total Operating Expenses	\$249,597	\$4,992
Replacement Reserves	\$15,000	\$300
Total Expenses	\$264,597	\$5,292

Cash Flow	
EGI	\$454,112
Total Expenses	\$264,597
Net Income	\$189,515
Debt Service	\$158,621
Debt Coverage Ratio (YR1):	1.19

Total Development Costs

Total Improvements	\$12,069,409
Land Acquisition	\$285,000
Developer Fee	\$1,418,352
Total Development Costs	\$13,772,761

Proposed Cost Limit/Sq Ft: \$207
Applicable Cost Limit/Sq Ft: \$229
Proposed Cost Limit/Unit: \$269,755
Applicable Cost Limit/Unit: \$277,370

Unit Breakdown

Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	30
# of 3BR	20
# of 4+ BR	0
Total Units	50

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	5	5
40% AMI	8	8
50% AMI	12	12
60% AMI	4	4
>60% AMI	21	21
Market	0	0

Income Averaging? TRUE**Extended Use Restriction?** 30

i. Efficient Use of Resources

Credit Points for 9% Credits:

* 4% Credit applications will be calculated using the E-U-R TE Bond Tab

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.

Combined Max	\$1,517,196	
Credit Requested	\$1,189,967	
% of Savings	21.57%	
Sliding Scale Points		71.9

4% Deals EUR Points
0.00

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	\$13,487,761	
Total Square Feet	65,186.00	
Proposed Cost per SqFt	\$206.91	
Applicable Cost Limit per Sq Ft	\$229.00	
% of Savings	9.65%	
Total Units	50	
Proposed Cost per Unit	\$269,755	
Applicable Cost Limit per Unit	\$277,370	
% of Savings	2.75%	
Max % of Savings	9.65%	Sliding Scale Points 19.30

\$ /SF = **\$202.78**Credits/SF = **18.254975**

Const \$/unit =

\$193,696.48

TYPE OF PROJECT

GENERAL = 11000; ELDERLY = 12000

LOCATION

Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600

TYPE OF CONSTRUCTION

N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(10,000-35,000)=4

**11000
600
1****600
1**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	1,224.25	1,422.92	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	30	20	0	0	0	0
PARAMETER-(CREDITS>=35,000)	0	0	21,420	24,174	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS>=50,000)	0	0	21,420	24,174	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	21,420	24,174	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	22,349	25,975	0	0	0	0
CREDIT PER UNIT POINTS	0.00	0.00	-5.20	-5.96	0.00	0.00	0.00	0.00

TOTAL CREDIT PER UNIT POINTS

0.00

This calculation of Credit per Unit points applies to 4% Tax Exempt deals only

Credit Parameters - Elderly

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

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	21,420	24,174	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	21,420	24,174	0	0	0	0

Northern Virginia Beltway

(Rehab costs \$10,000-\$50,000)

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	21,420	24,174	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	21,420	24,174	0	0	0	0

Tab A:

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

Spencer Pointe Limited Partnership
(the “**Partnership**”)

Limited Partnership Agreement

General Partner: Spencer Pointe GP, LLC
500 S. Front St., 10th Floor
Columbus, OH 43215

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

Spencer Pointe Limited Partnership

(a Virginia Limited Partnership)

Limited Partnership Agreement

March 9, 2022

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

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

1. **Formation of the Partnership.** The Partnership was formed as of February 11, 2022, by the filing of the Partnership’s certificate of limited partnership with the Virginia State Corporation Commission.
2. **Name of the Partnership.** The name of the Partnership shall be “Spencer Pointe Limited Partnership.”
3. **Character and Purpose of the Business.** The general character and purpose of the business of the Partnership shall be: (a) to acquire, construct, own, finance, lease, maintain, and operate a housing development; (b) to eventually sell or otherwise dispose of the housing development; (c) to rehabilitate the housing development; and (d) to engage in all other activities incidental or related thereto.
4. **Principal Place of Business.** The address of the principal place of business of the Partnership shall be 500 S. Front St., 10th Floor, Columbus, Ohio 43215, or such other address as may from time to time be selected by the General Partner.
5. **Agent for Service of Process.** Woda Cooper Companies, Inc. shall be the Partnership’s agent for service of process (the “**Agent**”). The Agent’s address shall be 530 South Main Street, Norfolk, VA 23523.
6. **Name and Address of the General Partner.** The name and address of the General Partner is as follows:

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

Columbus, OH 43215

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

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

8. **Term of Partnership.** The term of the Partnership shall begin as of the date noted above, and the Partnership shall continue in existence until December 31, 2082 or such later date as agreed to by all the Partners, unless it is earlier dissolved and terminated pursuant to the provisions of this Partnership Agreement.
9. **Partner's Capital Contributions.** Each Partner has made or will make a capital contribution to the Partnership in the amount of \$10.00.
10. **Profit and Loss Allocations.** Profit and losses for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the following percentages.

General Partner	1%
Limited Partner	99%
Total	100%

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

14. **Limitation of Liability.** Except as otherwise required under the Act (relating to a limited partner's liability under certain circumstances to refund to the Partnership distributions of cash previously made to it as a return of capital), no Limited Partner shall be personally liable for any loss or liability of the Partnership beyond the amount of such Limited Partner's agreed-upon Capital Contributions.
15. **Books of Account.** The General Partner shall keep proper books of account for the Partnership using the accrual basis of accounting (subject to year-end adjustments). Such books of account shall be kept at the principal office of the Partnership.
16. **Counterparts.** This Partnership Agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
17. **Applicable Law.** This Partnership Agreement and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of Virginia.
18. **Successors.** This Partnership Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
19. **Severability.** The invalidity or unenforceability of any provision of this Partnership Agreement in a particular respect shall not affect the validity of enforceability of any other provisions of this Partnership Agreement or of the same provision in any other respect.
20. **First Right of Refusal.** Bay Aging, a Virginia non-stock corporation and 501(c)(3) organization, is the sole member of Bay Aging Brennan Pointe GP, LLC, the Nonprofit GP Member of the General Partner and the Grantee of the right of first refusal to the real property known as Spencer Pointe, pursuant to that certain Right of First Refusal Agreement dated March 9, 2022 by and between the Partnership and the Bay Aging attached hereto as Exhibit A.
21. **Amendment of the Partnership Agreement.** This Partnership Agreement may not be amended in whole or in part except by a written instrument signed by each General Partner and each Limited Partner.

[the remainder of this page was intentionally left blank]

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

General Partner:

Spencer Pointe GP, LLC
An Ohio limited liability company

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Managing Member

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

By:  _____
Its: Managing Member

Limited Partner:

Woda Investor Member, LLC
An Ohio limited liability company

By:  _____
Its: Member

Exhibit A

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

RIGHT OF FIRST REFUSAL AGREEMENT
Spencer Pointe Apartments

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among **SPENCER POINTE LIMITED PARTNERSHIP**, a Virginia limited liability company (the “Owner” or the “Company”), **BAY AGING**, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by **WODA COOPER GENERAL PARTNER, LLC**, an Ohio limited liability company (the “General Partner”), **[INVESTOR ENTITY]**, a [[_____]_____] limited liability company (the “Investor Member”) and **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [_____]_____] limited liability company (the “Special Member”). The General Partner, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

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

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

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

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

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

Section 1. Right of First Refusal

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

Section 2. Exercise of Refusal Right; Purchase Price

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

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

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent

partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

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

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

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

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

Section 4. Conditions Precedent; Termination

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

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

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

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

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

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

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

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

Section 5. Contract and Closing

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

Section 6. Conveyance and Condition of the Property

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

Section 7. Transfer

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

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

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

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of

Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

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

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

Section 10. Notice

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

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

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

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

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

Section 13. Counterparts

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

Section 14. Governing Law

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

Section 15. Headings

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

Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

**SPENCER POINTE LIMITED
PARTNERSHIP**, a Virginia limited liability
company

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

By: Woda Cooper General Partner,
LLC, an Ohio limited liability
company, its managing member

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

By: 

COMMONWEALTH OF OHIO)
)
CITY/COUNTY OF FRANKLIN)

On March 9, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **David Cooper, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the managing member of Woda Cooper Communities, LLC, the sole member of Woda Cooper General Partner, LLC, the managing member of Spencer Pointe GP, LLC, the general partner of **Spencer Pointe Limited Partnership** and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: January 19, 2027

Registration No.: 2022-RE-843279



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

GRANTEE:

BAY AGING

, a Virginia non-stock nonprofit corporation

By: Kathy E. Vesley
Name: Kathy E. Vesley
Title: President & CEO

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Middlesex)

On March 09, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Kathy E. Vesley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President & CEO, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Stephanie Mary Hutton
Notary Public

Commission expires: 11/30/2022

Registration No.: 7780473



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

GENERAL PARTNER:

SPENCER POINTE GP, LLC, an Ohio limited liability company


By: Woda Cooper General Partner, LLC,
an Ohio limited liability company, its
managing member

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

By: 

COMMONWEALTH OF OHIO)
)
CITY/COUNTY OF FRANKLIN)

On March 9, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **David Cooper, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the managing member of Woda Cooper Communities, LLC, the sole member of Woda Cooper General Partner, LLC, the managing member of Spencer Pointe GP, LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.



Notary Public
Commission expires: January 19, 2027
Registration No.: 2022-RE-843279



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

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

INVESTOR MEMBER:

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

By: []

By: _____

SPECIAL MEMBER:

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

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

By: _____

STATE OF _____)
)
CITY/COUNTY OF _____)

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

Notary Public

Commission expires:

EXHIBIT A

LEGAL DESCRIPTION

That certain tract or parcel of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in the City of Lynchburg, Virginia, and a small portion thereof lying and being in Bedford County, Virginia, which said property lies a short distance north of Route 126, Graves Mill Road, and containing 10.949 acres as shown on plat made by Erskine W. Proffitt, C.L.S., dated July 11, 1986, entitled "Plat Showing Property of Christine S. Carpenter Graves Mill Road...", which said plat is recorded in the Lynchburg, Virginia Circuit Court Clerk's Office in Plat Cabinet 2, Slide 273 (the "Property").

SPENCER POINTE GP, LLC

(the “Company”)

Operating Agreement

March 9, 2022

Managing Member:

Woda Cooper General Partner, LLC
500 S. Front St., 10th Floor
Columbus, OH 43215

Nonprofit GP Member:

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

Member:

Bruce Watts
530 South Main Street
Norfolk, VA 23523

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

SPENCER POINTE GP, LLC

(An Ohio Limited Liability Company)
Charter No. 4124516

Operating Agreement

March 9, 2022

This Operating Agreement (this “Operating Agreement”) is entered into as of the date first set forth above by and among **Woda Cooper General Partner, LLC**, an Ohio limited liability company (the “Managing Member”), **Bay Aging Brennan Pointe GP, LLC**, a Virginia limited liability company (the “Nonprofit GP Member”), and **Bruce Watts**, an Individual (the “Member”), together with the Managing Member, referred to herein the “Members”; of Spencer Pointe GP, LLC (the “Company”) and made effective as of the date set forth above.

STATEMENT OF AGREEMENT

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

1. **Name and Organization.** The Company was formed on January 16, 2018, by the filing of the Company’s Articles of Organization (the “Articles”) with the Ohio Secretary of State and was named Woda Northland Adams GP, LLC. The Articles were amended on February 20, 2020 and the name of the Company was changed to Cardinal Meadows GP, LLC. The Articles were amended on February 10, 2022 and the name of the Company was changed to Spencer Pointe GP, LLC.
2. **Character and Purpose of Business.** The purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act, as now in effect or hereafter amended, including but not limited to act as the general partner in a limited partnership and to sign any and all documents on behalf of the such limited partnership and to do all things necessary for such limited partnership to (a) submit an application for an allocation of low income housing tax credits (b) acquire, construct, own, finance, lease, maintain and operate a housing development; (c) to eventually sell or otherwise dispose of the housing development; (d) to rehabilitate the housing development; and (e) to engage in all other activities incidental or related thereto.

The Managing Member acting on behalf of the Company, is authorized to execute and submit, on behalf of any partnership for which the Company is a general partner, applications for the reservation of low-income housing tax credits allowed for low-income housing projects pursuant to Section 42 of the Internal Revenue Code.

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

Woda Cooper General Partner, LLC
500 S. Front St., 10th Floor
Columbus, OH 43215

6. **Name and Address of Nonprofit GP Member (Non-Profit Member).** The name and address of the Nonprofit GP Member is as follows:

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

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

Bruce Watts
530 South Main St.
Norfolk, VA 23523

8. **Term of Company.** The term of the Company began on the date set forth at the beginning hereof, and the Company shall continue in existence until December 31, 2082 or such later date as is agreed to by all the Members, unless it is earlier dissolved and terminated pursuant to the provisions of this Operating Agreement.
9. **Member's Capital Contributions/Percentage of Interest.** The Managing Member has made or will make a capital contribution to the Company in the amount of \$65.00. The Member has made or will make a capital contribution to the Company in the amount of \$25.00 The Nonprofit GP Member has made or will make a capital contribution to the Company in the amount of \$10.00.

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

Managing Member	65%
Member	25%
Nonprofit GP Member	10%

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

10. **Profit and Loss Allocations.** Profits and losses for any fiscal year of the Company shall be allocated among the Members in accordance with each Member's Interest.

11. **Distribution and Cash Flow Allocations.** Distribution and Cash Flow Allocations for any fiscal year of the Company shall be allocated among the Members in accordance with the Profit and Loss Allocations.

12. **Tax Provisions.**

(a) Allocations Required by Treasury Regulations.

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

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

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

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

(iv) Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. §1.704-2(i). **"Member Nonrecourse Deductions"** shall have the meaning set forth in Treas. Reg. §1.704-2(i)(2) for "member nonrecourse deductions." For any Company taxable year, the amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt equals the net increase during the year, if any, in the amount of Member Nonrecourse Debt Minimum Gain reduced (but not below zero) by proceeds of the liability that are both attributable to the liability and allocable to an increase in the Member Nonrecourse Debt Minimum Gain.

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

(b) Rules of Application.

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

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

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

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

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

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

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

A revaluation of the Company property referred to in the two immediately preceding sentences shall be made in accordance with Treas. Reg. §1.704-1(b)(2)(iv)(f) based on the fair market value of Company properties, as

determined by the Managing Member using such reasonably methods of valuation as he adopts.

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

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

(v) In the event the Carrying Value of any Company asset is adjusted as described in paragraph (ii) or (iii) above, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Carrying Value in the same manner as under Code Section 704(c) and the regulations thereunder.

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

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

14. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the Managing Member shall serve as the “Partnership Representative” of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.

15. **Limitation of Liability.** Each Member’s liability for the debts and obligations of the Company shall be limited as set forth in the Act.

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

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

(a) **President.** The President shall have the general powers and duties of management usually vested in a chief executive officer and shall have any other powers and duties that are prescribed by the Managing Member or this Agreement. The President shall have authority to bind the Company through signature on all contracts, leases, mortgages, deeds, conveyances, loan documents, resolutions, and other documents of the Company for the purpose of furthering the interests of the Company. The President shall have and may exercise all powers and duties entrusted to the Managing Member. The foregoing authorization shall not be deemed a restriction on the powers of the Managing Member to take any authorized action on behalf of the Company. The President shall be deemed to be a “Manager” under the Act. All actions taken by the President on behalf of the Company or on behalf of any of its affiliates prior to the date hereof are hereby ratified, approved, and confirmed in all respects.

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

the name of the Company. In the absence of the President, the General Counsel may take any action that the President is permitted to take.

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

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

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

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

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

19. **Officers.** Intentionally left blank.

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

21. **Dissolution.**

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

- (i) the determination of the Managing Member to dissolve the Company;
- (ii) the written agreement of the all of the Members to dissolve the Company;

or

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

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

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

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

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

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

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

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

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

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

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

24. **Return of Contribution Nonrecourse to Other Members.** Except as provided by law, upon dissolution each Member shall look solely to the assets of the Company for the return of Capital Contributions. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contributions of one or more Members, such Member or Members shall have no recourse against any other Member.
25. **Indemnification of Nonprofit GP Member.** The Partnership shall, jointly and severally, indemnify, defend, and save harmless the Nonprofit GP Member from and against any claim, loss, expense, action, or damage, including without limitation, reasonable costs and expenses of litigation and appeal (and the reasonable fees and expenses of counsel) asserted against the Nonprofit GP Member based on any act, omission, malfeasance, or nonfeasance of the Partnership or the Managing Member, excluding only liability directly caused by the Nonprofit GP Member's gross negligence, intentional misconduct, or fraud. In addition, the Partnership shall, jointly and severally, indemnify, defend, save, and hold harmless the Nonprofit GP Member its representatives, from and against any and all costs, losses, liabilities, damages, lawsuits, proceedings (whether formal or informal), investigations, judgments, orders, settlements, recoveries, obligations, deficiencies, claims, and expenses (whether or not arising out of third party claims), including, without limitation, interest, penalties, attorneys' fees, and all amounts paid in investigation, or settlement of any of the foregoing, incurred in connection with or arising out of or resulting from the operations of the Partnership.
26. **Indemnification of Member.** The Partnership shall, jointly and severally, indemnify, defend, and save harmless the Member from and against any claim, loss, expense, action, or damage, including without limitation, reasonable costs and expenses of litigation and appeal (and the reasonable fees and expenses of counsel) asserted against the Member based on any act, omission, malfeasance, or nonfeasance of the Partnership or the Managing Member, excluding only liability directly caused by the Member's gross negligence, intentional misconduct, or fraud. In addition, the Partnership shall, jointly and severally, indemnify, defend,

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

27. **Reliance of Third Parties on Authority of Officers.** No financial institution or any other person, firm or corporation dealing with any officer shall be required to ascertain whether such officer is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying solely upon the acts and assurances of and the execution of any instruments by any of the officers.
28. **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed, if sent by facsimile, with receipt confirmed by telephone, or if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's or the Company's address, as appropriate, as set forth in this Agreement or as provided by such Member. Except as otherwise provided herein, any such notice shall be deemed to be given five (5) business days after the date on which the same was duly mailed, if sent by registered or certified mail, or on the date of receipt, if personally delivered or transmitted to the telephone number supplied to the Company as the Member's facsimile number by the Member to whom the notice is sent, with receipt confirmed by telephone.
29. **Waiver of Notice.** When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the Member is entitled to such notice, and whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.
30. **Counterparts.** This Operating Agreement may be executed in several counterparts all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
31. **Applicable Law.** This Operating Agreement and the rights of the Members hereunder shall be interpreted in accordance with the laws of the State of Ohio.
32. **Waiver of Action for Partition.** Each Member irrevocably waives during the term of existence of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

33. **Successors.** This Operating Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
34. **Headings.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions hereof.
35. **Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
36. **Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements in this Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.
37. **Waivers.** The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
38. **Severability.** The invalidity or unenforceability of any provision of this Operating Agreement in a particular respect shall not affect the validity and enforceability of any other provisions of this Operating Agreement or of the same provision in any other respect.
39. **Amendment of Operating Agreement.** This Operating Agreement may not be amended in whole or in part except by a written instrument signed by each Member.
40. **Execution of Additional Instruments.** Each Member shall execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations or to carry out the purposes of this Agreement.

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

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

MANAGING MEMBER:

Woda Cooper General Partner, LLC
An Ohio limited liability company

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

By: 

Its: Managing Member

NONPROFIT GP MEMBER:


Bay Aging Brennan Pointe GP, LLC

By: _____

Its: _____

MEMBER:

Bruce Watts

By: 

Its: Member

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

MANAGING MEMBER:

Woda Cooper General Partner, LLC

An Ohio limited liability company

By: Woda Cooper Communities, LLC

An Ohio limited liability company

Its Sole Member

By: _____

Its: _____

NONPROFIT GP MEMBER:

Bay Aging Brennan Pointe GP, LLC

By: 

Its: Bay Aging President & CEO

MEMBER:

Bruce Watts

By: _____

Its: _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into effective as of the 9th day of March, 2022, by and between Woda Cooper Development, Inc. (the “Developer”) and Spencer Pointe Limited Partnership (the “Owner”).

WITNESSETH:

WHEREAS, the Owner has been formed for the purposes, *inter alia*, of acquiring, financing, owning, constructing, developing, maintaining, improving, operating, leasing, and selling or otherwise disposing of real property described on Exhibit A attached hereto (the “Land”), together with all improvements furnishings, equipment, and personal property to be located thereon generally described on Exhibit B attached hereto (altogether, the “Improvements”) (together, the Land and Improvements will be collectively referred to herein as the “Project”). All units of which Project are intended to be rented and managed in order that the Project will qualify for low-income housing tax credits provided in Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”);

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

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

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

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

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

2. Obligations of the Developer.

The Developer shall have the following duties:

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

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

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

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

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

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

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

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

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

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

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

The Developer may retain the services of independent consultants, provided the Owner shall have no responsibility to such independent parties. The Developer shall not be required to take any action, which would require a contractor’s license.

The Developer shall be an independent contractor.

3. Development Fee.

In consideration of the performance by the Developer of the development services described herein, the Owner shall pay to the Developer a development fee and a development overhead fee (altogether, the "Development Fee") in the aggregate amount of One Million Four Hundred Eighteen Thousand Three Hundred Fifty-Two Dollars (\$1,418,352).

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

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

- (a) Twenty percent (20%) of the fee shall be earned based on certain pre-construction activities accomplished by December 31, 2023, as requested by the Owner.
- (b) Eighty percent (80%) of the fee shall be earned based on the issuance of the last certificate of occupancy for the Project.

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

- (a) At the time of construction loan closing, an amount calculated at \$141,835 shall be paid to the Developer.
- (b) At the time of construction completion, an amount calculated at \$142,880, plus cost savings shall be paid to the Developer.
- (c) At the time of 100% qualified occupancy, an amount of \$59,050, plus cost savings shall be paid to the Developer.
- (d) At the time of issuance of the IRS Form 8609 for the Project, an amount of \$523,533, plus cost savings shall be paid to the Developer.
- (e) The deferred portion of the Developer Fee, currently projected as \$551,054, or such other remaining balance shall be payable to the Developer from the distributable cash flow from the Owner, but in no event later than the end of the calendar year in which the 15th anniversary of the issuance of the last certificate of occupancy for the Project occurs.

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

4. Termination of Duties and Responsibilities of Developer.

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

5. Miscellaneous.

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

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

(c) This Agreement and the rights and obligations of the parties hereto shall be governed and construed and enforced in accordance with the laws of the state of Virginia.

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

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

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

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

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

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

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

6. Notice.

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

7. Counterparts.

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

8. Responsibilities of the Owner.

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

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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

DEVELOPER:

Woda Cooper Development, Inc.

By: James T. Gaudin
Its: Chief Executive Officer

OWNER:

Spencer Pointe Limited Partnership
A Virginia limited partnership

By: Spencer Pointe GP, LLC
An Ohio limited liability company
Its General Partner

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Managing Member

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

By: DLG
Its: Managing Member

EXHIBIT A

That certain piece of real estate located at 1700 Graves Mill Road, Lynchburg, VA 24502.

EXHIBIT B

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

EXHIBIT C

DEVELOPER

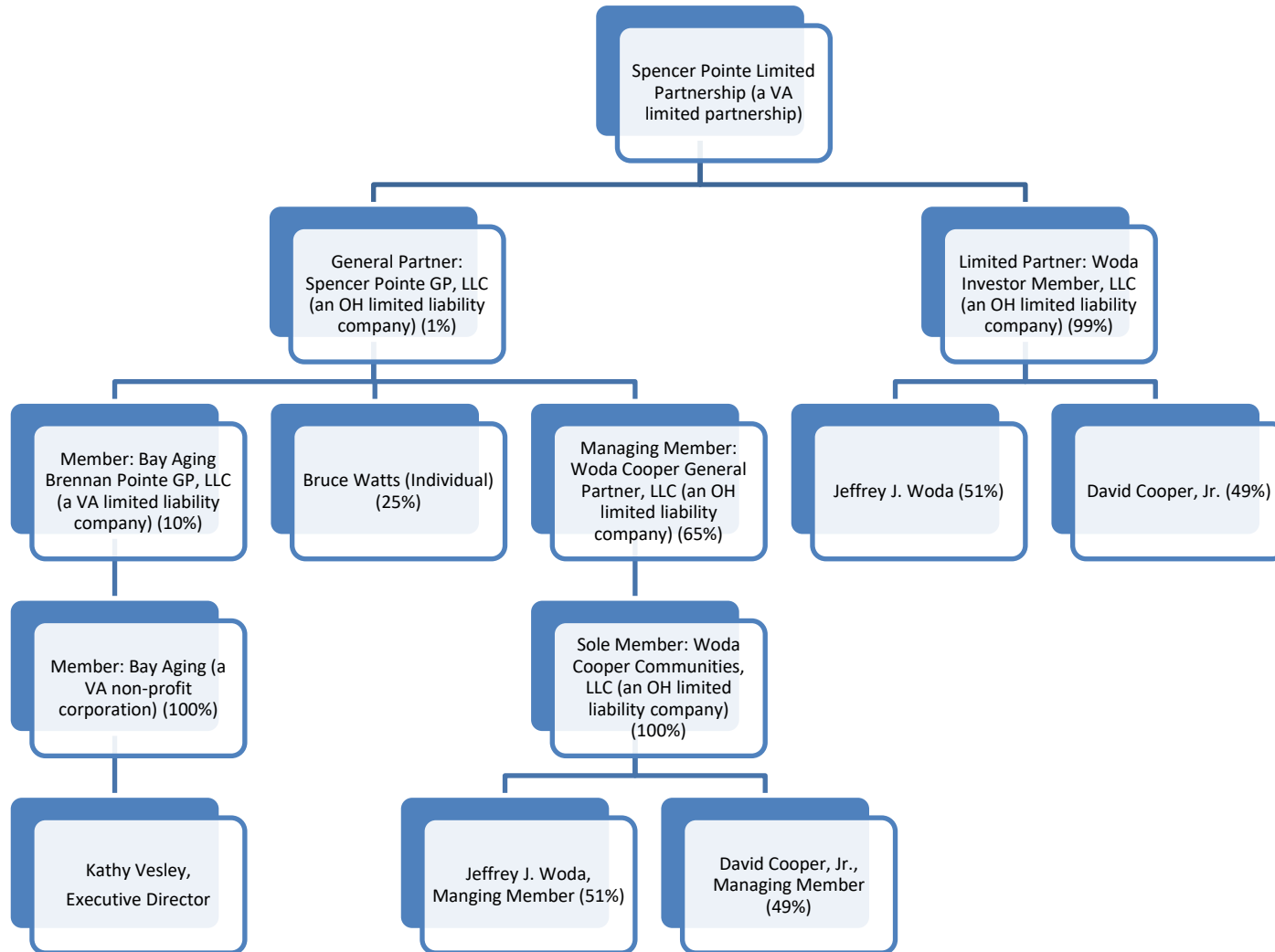
Woda Cooper Development, Inc.
500 S. Front St., 10th Floor
Columbus, OH 43215

OWNER

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

Spencer Pointe Limited Partnership

Organizational Chart



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 11, 2022

This is to certify that the certificate of limited partnership of

Spencer Pointe Limited Partnership

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

Effective date: February 11, 2022



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification Instructions

General Instructions:

The following certification:

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

Definitions:

Development - the proposed multifamily rental housing development

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

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

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

Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

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

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

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



Previous Participation Certification

Development Name:

Spencer Pointe

Name of Applicant (entity):

Spencer Pointe Limited Partnership

I hereby certify that:

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

Previous Participation Certification, cont'd

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

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

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



Signature

Jeffrey J. Woda

Printed Name

3/2/2022

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



Previous Participation Certification Instructions

General Instructions:

The following certification:

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

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

Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

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

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

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



Previous Participation Certification

Development Name:

Spencer Pointe

Name of Applicant (entity):

Spencer Pointe Limited Partnership

I hereby certify that:

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

Previous Participation Certification, cont'd

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

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

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



Signature

David Cooper, Jr.

Printed Name

3/2/2022

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



Previous Participation Certification Instructions

General Instructions:

The following certification:

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

Definitions:

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

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

Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

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

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



Previous Participation Certification

Development Name:

Spencer Pointe

Name of Applicant (entity):

Spencer Pointe Limited Partnership

I hereby certify that:

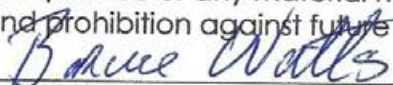
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily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

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
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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 in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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


Signature

Bruce Watts

Printed Name

3/3/2022

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



Previous Participation Certification Instructions

General Instructions:

The following certification:

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

Definitions:

Development - the proposed multifamily rental housing development

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

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

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Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

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- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

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

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



Previous Participation Certification

Development Name:

Spencer Pointe

Name of Applicant (entity):

Spencer Pointe Limited Partnership

I hereby certify that:

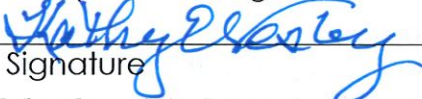
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
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8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
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Signature

Kathy E. Vesley

Printed Name


Date

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



Previous Participation Certification Instructions

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- Must be dated no more than 30 days prior to submission of the LIHTC Application.

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Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

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

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

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



Previous Participation Certification

Development Name:

Spencer Pointe

Name of Applicant (entity):

Spencer Pointe Limited Partnership

I hereby certify that:

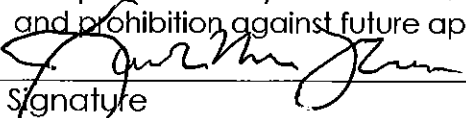
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily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

Previous Participation Certification, cont'd

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

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

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


Signature

James N. Carter, Jr.

Printed Name

3/9/2022

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: Spencer Pointe
Name of Applicant: Spencer Pointed Limited Partnership

INSTRUCTIONS:

- A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 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 since 2007 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

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

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

1st PAGE

TOTAL: 1,651 1,639

LIHTC as % of
99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

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

2nd PAGE TOTAL:

2,277 2,273

GRAND TOTAL:

3,928 3,912

LIHTC as % of
100% Total Unit

Previous Participation Certification continued

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

3rd PAGE TOTAL: 2,245 2,245

GRAND TOTAL: 6,173 6,157

LIHTC as % of 100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	Chebogan Shores/MI	Chebogan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
157	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
158	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
159	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
160	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
161	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
162	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
163	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
164	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
165	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
166	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
167	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
168	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
169	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
170	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
171	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
172	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
173	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
174	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
175	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
176	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
177	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
178	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
179	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	N
180	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
181	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
182	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
183	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
184	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
185	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
186	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
187	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
188	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
189	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	11/21/2019	5/12/2021	N
190	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
191	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
192	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
193	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
194	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
195	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
196	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
197	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
198	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
199	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
200	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
201	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
202	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
203	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	1/31/2022	TBD	N
204	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N
205	White Oak Crossing/TN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
206	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
207	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
208	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
209	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
210	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N

4th PAGE TOTAL: 2,533 2,533

GRAND TOTAL: 8,706 8,690

LIHTC as % of
100% Total Unit

Previous Participation Certification continued

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

GRAND TOTAL: 9,933 9,917

LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe
Name of Applicant: Spencer Pointed Limited Partnership

INSTRUCTIONS:

- A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 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 since 2007 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

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

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

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TOTAL: 1,651 1,639

LIHTC as % of

99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Oakmont Greene II/WV	Oakmont Greene II, LLC/614-396-3200	Y	50	50	12/23/2005	12/7/2007	N
47	Paigelynn Place/OH	Paigelynn Place, LLC/614-396-3200	Y	60	60	10/21/2005	12/21/2007	N
48	Paint Landing/KY	Paint Landing, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	N
49	Paint Lick Station/KY	Paint Lick Station, LLC/614-396-3200	Y	24	24	12/28/2007	6/3/2008	N
50	Patrick Place/OH	Patrick Place LP/614-396-3200	Y	24	24	9/1/2005	3/20/2007	N
51	Pembroke Greene/OH	Pembroke Greene, LLC/614-396-3200	Y	18	18	12/12/2008	7/30/2009	N
52	Providence Greene/WV	Providence Greene, LLC/614-396-3200	Y	50	50	12/29/2005	12/4/2007	N
53	Providence Greene II/WV	Providence Greene II, LLC/614-396-3200	Y	50	50	11/27/2006	12/3/2008	N
54	Quail Meadow/OH	Woda Quail Meadow, LLC/614-396-3200	Y	50	50	12/19/2006	4/17/2007	N
55	43 Town Square/OH	43 Town Square Limited Partnership/614-396-3200	Y	47	47	12/3/2018	2/14/2020	N
56	LaBelle Greene III/WV	LaBelle Greene III Limited Partnership/614-396-3200	Y	40	40	10/9/2018	11/19/2019	N
57	Russell's Place/OH	Russell's Place, LLC/614-396-3200	Y	32	32	12/29/2006	6/18/2007	N
58	Sawgrass Greene/KY	Sawgrass Greene, LLC/614-396-3200	Y	54	54	12/22/2005	2/8/2007	N
59	Willow Commons/PA	Willow Commons Limited Partnership/614-396-3200	Y	45	45	2/2/2018	5/2/2020	N
60	Stableford Crossing/OH	Stableford Crossing, LLC/614-396-3200	Y	18	18	10/2/2008	8/4/2009	N
61	Tibbits Greene/MI	Tibbits Greene, LLC/614-396-3200	Y	24	24	12/21/2007	9/28/2009	N
62	Lawrence Downs/MI	Woda Lawrence Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
63	Troon Crossing/OH	Troon Crossing, LLC/614-396-3200	Y	60	60	12/29/2006	4/26/2007	N
64	Valley Greene/OH	Ohio Valley Housing, LLC/614-396-3200	Y	24	24	8/31/2007	11/19/2008	N
65	Oak Ridge/WI	WC Oak Ridge Limited Partnership/614-396-3200	Y	24	24	12/1/2020	TBD	N
66	Ravenwood Crossing/NC	Ravenwood Crossing Limited Partnership/614-396-3200	Y	80	80	10/7/2019	8/6/2020	N
67	Victory Place/WV	Victory Place, LLC/614-396-3200	Y	50	50	12/29/2005	11/13/2007	N
68	Webster Glen/OH	Woda Adams County Housing, LLC/614-396-3200	Y	12	12	11/9/2007	9/30/2009	N
69	Webster Greene/OH	Woda Adams County Housing, LLC/614-396-3200	Y	36	36	9/1/2007	9/30/2009	N
70	Wesley Yard/OH	Wesley Yard, LLC/614-396-3200	Y	46	46	12/15/2008	10/16/2009	N
71	Whitman Crossing/MI	Whitman Crossing, LLC/614-396-3200	Y	24	24	12/21/2007	12/29/2008	N
72	Muncy Greene/PA	Muncy Greene Limited Partnership/614-396-3200	Y	60	60	12/1/2019	TBD	N
73	LaBelle Greene II/WV	LaBelle Greene II Limited Partnership/614-396-3200	Y	40	40	12/1/2020	11/8/2021	N
74	Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	N
75	Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	N
76	Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	N
77	Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	N
78	Gables at Countryside Lane II/OH	Gables at Countryside Lane II, LLC/614-396-3200	Y	24	24	8/28/2006	4/17/2007	N
79	Hallet Crossing/MI	Hallet Crossing, LLC/614-396-3200	Y	24	24	11/19/2008	10/7/2010	N
80	Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	N
81	Ridgewood Greene/OH	Ridgewood Greene, LLC/614-396-3200	Y	40	40	11/11/2008	5/7/2010	N
82	Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	N
83	Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	N
84	Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	N
85	Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	N
86	Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	N
87	Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	N
88	Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	N
89	Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	N
90	Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	N
91	Penn Square/MD	Penn North Partners LLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	N
92	Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	N
93	Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	N
94	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	N
95	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	N
96	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	N
97	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	N
98	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	N
99	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	N
100	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	N
2nd PAGE TOTAL:				2,277	2,273			
GRAND TOTAL:				3,928	3,912			
						LIHTC as % of Total Unit		
						100%		

Previous Participation Certification continued

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

3rd PAGE TOTAL: 2,245 2,245

GRAND TOTAL: 6,173 6,157

LIHTC as % of 100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
157	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
158	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
159	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
160	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
161	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
162	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
163	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
164	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
165	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
166	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
167	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
168	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
169	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
170	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
171	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
172	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
173	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
174	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
175	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
176	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
177	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
178	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
179	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	N
180	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
181	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
182	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
183	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
184	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
185	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
186	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
187	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
188	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
189	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	11/21/2019	5/12/2021	N
190	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
191	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
192	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
193	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
194	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
195	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
196	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
197	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
198	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
199	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
200	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
201	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
202	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
203	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	1/31/2022	TBD	N
204	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N
205	White Oak Crossing/TN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
206	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
207	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
208	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
209	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
210	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N

4th PAGE TOTAL: 2,533 2,533

GRAND TOTAL: 8,706 8,690

LIHTC as % of
100% Total Unit

Previous Participation Certification continued

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

GRAND TOTAL: 9,933 9,917

LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe
 Name of Applicant: Spencer Pointed Limited Partnership

INSTRUCTIONS:

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

Principal's Name: Spencer Pointe GP, 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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non- compliance Found? Y/N (Explain Yes)
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List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe
Name of Applicant: Spencer Pointed Limited Partnership

INSTRUCTIONS:

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

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

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

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TOTAL: 1,651 1,639

LIHTC as % of

99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

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

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2,277 2,273

GRAND TOTAL: 3,928 3,912

LIHTC as % of
100% Total Unit

Previous Participation Certification continued

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

3rd PAGE TOTAL: 2,245 2,245

GRAND TOTAL: 6,173 6,157

LIHTC as % of 100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	Chebogan Shores/MI	Chebogan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
157	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
158	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
159	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
160	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
161	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
162	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
163	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
164	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
165	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
166	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
167	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
168	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
169	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
170	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
171	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
172	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
173	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
174	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
175	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
176	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
177	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
178	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
179	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	N
180	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
181	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
182	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
183	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
184	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
185	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
186	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
187	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
188	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
189	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	11/21/2019	5/12/2021	N
190	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
191	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
192	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
193	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
194	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
195	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
196	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
197	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
198	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
199	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
200	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
201	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
202	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
203	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	1/31/2022	TBD	N
204	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N
205	White Oak Crossing/TN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
206	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
207	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
208	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
209	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
210	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N

4th PAGE TOTAL: 2,533 2,533

GRAND TOTAL: 8,706 8,690

LIHTC as % of
100% Total Unit

Previous Participation Certification continued

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

GRAND TOTAL: 9,933 9,917

LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe
Name of Applicant: Spencer Pointed Limited Partnership

INSTRUCTIONS:

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

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

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

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TOTAL: 1,651 1,639

LIHTC as % of
99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

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

2nd PAGE TOTAL:

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GRAND TOTAL:

3,928 3,912

LIHTC as % of
100% Total Unit

Previous Participation Certification continued

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

3rd PAGE TOTAL: 2,245 2,245

GRAND TOTAL: 6,173 6,157

LIHTC as % of 100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
157	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
158	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
159	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
160	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
161	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
162	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
163	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
164	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
165	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
166	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
167	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
168	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
169	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
170	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
171	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
172	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
173	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
174	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
175	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
176	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
177	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
178	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
179	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	N
180	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
181	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
182	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
183	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
184	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
185	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
186	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
187	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
188	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
189	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	11/21/2019	5/12/2021	N
190	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
191	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
192	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
193	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
194	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
195	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
196	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
197	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
198	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
199	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
200	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
201	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
202	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
203	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	1/31/2022	TBD	N
204	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N
205	White Oak Crossing/TN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
206	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
207	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
208	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
209	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
210	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N

4th PAGE TOTAL: 2,533 2,533

GRAND TOTAL: 8,706 8,690

LIHTC as % of
100% Total Unit

Previous Participation Certification continued

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

GRAND TOTAL: 9,933 9,917

LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe

Name of Applicant: Spencer Pointe Limited Partnership

INSTRUCTIONS:

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

Bay Aging Brennan Pointe GP, LLC

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

Principal's Name:

	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	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N
2	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N
3	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N
4	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	11/21/2019	5/12/2021	N
5	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	1/1/2021	TBD	N
6	Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL: 319 319

LIHTC as % of
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe

Name of Applicant: Spencer Pointe Limited Partnership

INSTRUCTIONS:

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

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

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

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TOTAL:

699

699

LIHTC as % of
Total Units
100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe

Name of Applicant: Spencer Pointe Limited Partnership

INSTRUCTIONS:

- A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 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 since 2007 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

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

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

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LIHTC as % of
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe

Name of Applicant: Spencer Pointe Limited Partnership

INSTRUCTIONS:

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

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

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

1st PAGE

TOTAL:

699

699

LIHTC as % of
Total Units
100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Spencer Pointe

Name of Applicant: Spencer Pointe Limited Partnership

INSTRUCTIONS:

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

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

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

1st PAGE

TOTAL:

699

699

LIHTC as % of
Total Units
100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

David Cooper, Jr.

Director



David Cooper, Jr. serves as a Managing Director and an Officer of Woda Cooper Companies, Inc., Woda Construction, Inc., Woda Management & Real Estate, LLC, Woda Cooper Development, Inc., The Woda Group, Inc., and PCI Design Group, Inc. He has been involved with the company since its inception.

In conjunction with Jeffrey Woda, Mr. Cooper oversees day-to-day operations of Woda Cooper's business units and is involved with all aspects of each entity's operations.

Mr. Cooper was previously a partner at Squire Sanders LLP, an international law firm, and the Director of Acquisitions and Corporate Counsel for Alliance Holdings, Inc., a privately held investment company. As a practicing attorney, he represented syndicators, lenders, and developers in hundreds of tax credit and other affordable housing transactions. Mr. Cooper is the past chair of the Housing Credit Group of the National Association of Home Builders and has served on the boards of directors of several manufacturing, service, and financial companies, as well as serving as a trustee and officer of numerous community and charitable organizations.

Mr. Cooper received his B.A. from Wittenberg University, and his J.D. from the University of California, Hastings College of the Law.



Jeffrey J. Woda

Director Emeritus



Jeffrey J. Woda serves as Director Emeritus of Woda Cooper Companies, Inc., Woda Construction, Inc., Woda Cooper Development, Inc. and a Managing Director and an Officer of Woda Management & Real Estate, LLC, The Woda Group, Inc., and PCI Design Group, Inc.

Mr. Woda is involved with all aspects of development, construction and property management. He has been involved in the construction and housing industry throughout his career and grew up around his family's construction business.

Mr. Woda currently serves as a board member of the Housing Services Alliance, Inc. and Rehabilitation Association, a steering committee member of the Housing Credit Group of the National Association of Home Builders Association, and a board member of Bethany College and the Main Street Bank of Wheeling. He previously served on the Ohio Housing Trust Fund Advisory Committee, as a board member of the Affordable Housing Tax Credit Coalition, Benchmark Bancorp, Partners in Housing, the Habitat for Humanity of Delaware and Union Counties, and VisionTrust International. He was president of the Council for Rural Housing and Development of Ohio and was a founding board member of the Ohio Housing Council.

Prior to forming WCCI in 1990, Mr. Woda, a CPA, was employed by Ernst and Young. He graduated from Bethany College with a B.A. in Accounting.



Bruce Watts - Vice President of Development



Bruce Watts serves as Vice President of Development in Virginia. Mr. Watts is responsible for land acquisition and development.

Prior to joining WCCI in 2012, Mr. Watts was the Senior Commercial Development Manager for the City of Norfolk, Virginia, where he resides. He serves as a board member for the City of Norfolk Board of Zoning Appeals. Mr. Watts is a graduate of Averett College and attended graduate school at Virginia Commonwealth University.



Biography and Resume

Bay Aging Brennan Pointe GP, LLC

Bay Aging Brennan Pointe GP, LLC is a Virginia limited liability company formed in November 2015. This entity has experience in tax credit development dating back to Brennan Pointe in Newport News, Virginia, which was Placed In Service in 2016.



P.O. Box 622 /390B Old Virginia St. . Urbanna Virginia 23175
(804) 758-1260 · TTY-800-828-1120 Fax: (804) 758-1265 · Website: www.bayaging.org

Bay Aging Resume

Established as a non-profit 501(c)3 in June 1978, Bay Aging has a rich history in providing professional top-quality programs and services for people of all ages in the Middle Peninsula and Northern Neck (MP/NN). The MP/NN region covers over 2,600 square miles and encompasses ten rural counties—Essex, Gloucester, King & Queen, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond and Westmoreland—and two planning districts. All jurisdictions within the region are fully or partially designated as Medically Underserved Areas by the Health Resources and Services Administration. Many residents are extremely isolated and in need of services.

Bay Aging is known for its willingness to collaborate and form partnerships with federal, state and local governments, community and civic groups, the faith communities, and businesses. It is a large part of Bay Aging's culture to work with others to help strengthen the MP/NN's livable communities.

Bay Aging is also known for its leadership in developing new programs and services that help meet the needs of our communities. Bay Aging was the leader in creating the Northern Neck/Middle Peninsula Telemedicine Consortium to connect rural health providers with the University of Virginia's telemedicine system. In 2009 Bay Aging led the charge to provide home and community based services for veterans and their families. Bay Aging is the only Area Agency on Aging in Virginia that provides this service. More recently Bay Aging became one of two Virginia Area Agencies on Aging awarded funding by the Centers for Medicare and Medicaid Services to bring care transitions intervention to 11,000 people in eastern Virginia.

In 1996 Bay Transit, a service of Bay Aging, began public transportation service with one bus in Gloucester County. Bay Transit now has a fleet of 50 buses providing the only public transportation available for people of all ages in the MP/NN region. In 2005 service expanded to the counties of New Kent and Charles City. Bay Transit's service area is larger than the state of Delaware!

Bay Family Housing, the affordable housing division of Bay Aging, has been of tremendous economic benefit to the region by investing over \$34,000,000 in single family housing projects with such programs as Weatherization Assistance, Indoor Plumbing Rehabilitation, Community Development Block Grants, Emergency Home Repair and Flood Elevation Projects. Over \$27,000,000 in capital has been invested in service enriched senior apartment communities designed for people 62 years and older. The company developed and manages 10 communities that include a wide array of support services for its residents. New affordable rental housing production projects are in various stages of development at this time.

Bay Aging is dedicated to helping make lives better and healthier.

Biography and Resume

James N. Carter, Jr. – Chairman of Bay Aging Board of Directors

James “Jimmie” N. Carter, Jr. is a regional real estate developer, health consultant, and award winning volunteer in the Northern Neck of Virginia. He is one of the nation’s largest developers having developed over 1,000 water-oriented residential home sites and is a consultant to the Bon Secours Health Foundation.

He has served on many boards for his advocacy and has been acknowledged as the recipient of Virginia’s 2013 Governor’s Volunteerism and Community Service Award and Red Cross’ 2014 Leadership Award for Lancaster County. Such board affiliations include: Bon Secours Rappahannock General Hospital Foundation, Bay Aging, Tangier Island Health Foundation, Virginia Rural Health Association, Visions, Lead Northern Neck, Lancaster County Chamber of Commerce, Northern Neck-Chesapeake Bay Regional Partnership, Chesapeake Bank Advisory Committee, Tangier Island Historic Designations, Peninsulas Emergency Medical Services Council, Lancaster County Public School – New School Committee and tutor.

Mr. Carter has most recently founded the Center for Innovation and Development (“CID”) at the Rappahannock Community College in Kilmarnock. CID created an advanced technology center that will foster economic development and hopefully attract more technology jobs to the Northern Neck of Virginia.

Mr. Carter’s current term on the Bay Aging Board of Directors is from October 1, 2020 to September 30, 2025.

Kathy E. Vesley

Professional Bio

Kathy Vesley is the President and CEO of Bay Aging (BA), a nonprofit Area Agency on Aging serving Virginia's Northern Neck and Middle Peninsula. In recent years she led the development of the state and national award winning Eastern Virginia Care Transitions Partnership (EVCTP), a CMS-certified healthcare program. This formal collaborative of Area Agencies on Aging, health systems, Managed Care Organizations (MCOs) and skilled nursing facilities recently expanded to provide services statewide. In addition, she has led Bay Aging toward excellence in other programs recognized for outstanding performance --- senior housing development, rural public transportation, the Veterans-Directed HCBS program and more.

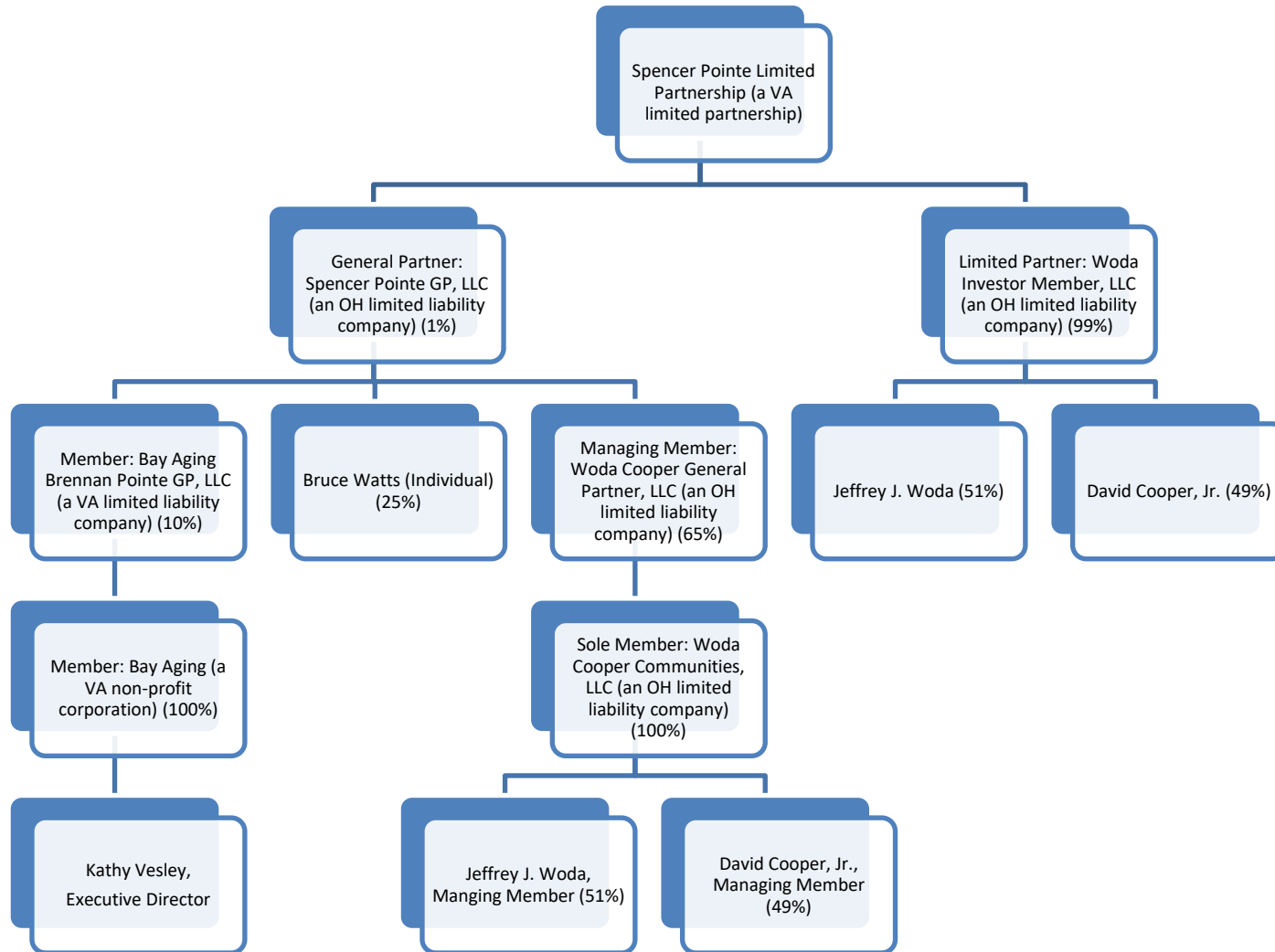
Ms. Vesley was appointed in March 2015 to the Virginia's Housing Advisory Council representing the Northern Neck and Middle Peninsula. In this role she addressed important housing issues facing an aging population in the Commonwealth and contributed to the development of housing policy initiatives aimed at addressing Virginia's critical housing needs.

Ms. Vesley also serves as Chairman of Chesapeake Bay Housing, Inc. (CBH), a nonprofit and Virginia Department of Housing and Community Development-approved Community Housing Development Organization. CBH, formerly Rappahannock Housing Services, Inc., was created in 1993. It is operated exclusively for charitable and educational purposes including, but not limited to, the provision and operation of decent, safe, sanitary, and affordable housing and related supportive services for low income individuals in those counties that comprise the Northern Neck and Middle Peninsula planning districts of the Commonwealth of Virginia, and the surrounding region.

Prior to joining Bay Aging in 1998, Ms. Vesley served for several years as the Deputy Commissioner of the Virginia Department for the Aging and other notable positions. Her undergraduate degrees are from The College of William and Mary, and she has graduate certification from Gallaudet University.

Spencer Pointe Limited Partnership

Organizational Chart



Tab E:

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

ASSIGNMENT OF PURCHASE AGREEMENT

March 7, 2022

The undersigned, **Woda Cooper Development, Inc.** (“**Assignor**”), entered into a Purchase Agreement with AGO Properties, L.L.C. f.k.a AGO Properties on March 3, 2022 (the “**Purchase Agreement**”) for 10.8+/- acres more or less of a 10.9 acre piece of land, with the city-assigned lot identification number of 24014001, located at 1700 Graves Mills Road, Lynchburg, VA 24502 (the “**Assigned Parcel**”). Assignor hereby assigns to **Spencer Pointe Limited Partnership** (“**Assignee**”) all of its rights to purchase the Assigned Parcel. By executing in the space provided below, Assignee hereby accepts such assignment and agrees to perform the obligations of the Buyer as set forth in the attached Purchase Agreement. The assignment provided for herein is effective as of the date set forth above.

[Signatures on the following page]

Assignor:

WODA COOPER DEVELOPMENT, INC.

By: _____

Chelsea Arlantico, Vice President & Corporate Counsel

Assignee:

SPENCER POINTE LIMITED PARTNERSHIP
A Virginia limited partnership

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

By: Woda Cooper General Partner, LLC
An Ohio Limited Liability Company
Its Sole Member

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

By: _____

Chelsea Arlantico
Vice President & Corporate Counsel

PURCHASE AGREEMENT

March 3
THIS PURCHASE AGREEMENT ("Agreement") is made and entered into this 3 day of February 2022, by and between AGO Properties, L.L.C. f.k.a. AGO Properties, whose tax mailing address is 828 Main Street, Ste 1803, PO Box 1419, Lynchburg, VA 24505 (hereinafter referred to as the "Seller"), and Woda Cooper Development, Inc., whose tax mailing address is 500 S. Front Street, 10th Floor, Columbus, Ohio 43215 (hereinafter referred to as the "Buyer"); and

10.949
WHEREAS, Seller is the owner of certain real estate parcel consisting of ~~10.9~~ +/- acres more or less; with the city assigned lot identification number of 24014001, located at 1700 Graves Mill Road, Lynchburg, VA 24502, and as generally depicted on Exhibit A and as described in Exhibit B attached hereto (the "Parcel"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase 10.8 +/- acres of the Parcel located in the City of Lynchburg, as generally depicted on Exhibit C attached hereto (the "Property"); and

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the Property upon and subject to the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the sum of Twenty Five Thousand Dollars and no/100 (\$25,000.00) (the "Initial Earnest Deposit"); of which Five Thousand Dollars and no/100 (\$5,000.00) becomes non-refundable upon Buyer submitting an application for Section 42 tax credits to Virginia Housing ("VH"), but no later than March 31, 2022; and the remaining Twenty Thousand Dollars and no/100 (\$20,000.00) becomes non-refundable upon Buyer's receipt of an award of tax credits from VH, but no later than August 31, 2022; the Initial Earnest Deposit shall be credited to the purchase price at closing; the receipt and the sufficiency of which are hereby acknowledged, and for the further consideration of the covenants and agreements set forth below, the parties agree as follows:

1. Seller shall sell and Buyer shall purchase the Property upon and subject to the terms and conditions of this Agreement.
2. The Purchase Price for the Property shall be Two Hundred Eighty-Five Thousand Dollars and no/100 (\$285,000.00) (the "Purchase Price").
3. Buyer shall deposit with Reno & Cavanaugh, PLLC (10320 Little Patuxent Parkway, Suite 900, Columbia, MD 21044; Attn: Jennifer Zatkowski) ("Title Agent"), Five Thousand Dollars and no/100 (\$5,000.00) of the Initial Earnest Deposit within ten (10) business days of the full execution of this Agreement; and shall deposit the remaining Twenty Thousand Dollars and no/100 (\$20,000.00) of the Initial Earnest Deposit within ten (10) business days of receipt of an award of tax credits from VH, but no later than July 31, 2022. The Initial Earnest Deposit and all subsequent earnest deposits (the "Earnest Deposits") shall be credited towards the Purchase Price at Closing (as defined hereinafter).

4. At Closing, Buyer shall pay Purchase Price as follows: Buyer shall pay to Seller in cash the balance of the Purchase Price that is due after deducting the amount of the Earnest Deposits which will be released to Seller if not previously released. At Closing, Seller shall deliver a transferable, recordable, General Warranty deed to Buyer, or its assignee. The General Warranty deed shall be prepared by Seller. Closing shall occur within one hundred twenty (120) days after Buyer obtaining a final reservation of Section 42 tax credits from VH, but no later than November 30, 2022 (the "**Closing**").
5. Buyer may have two (2) options to extend this Purchase Agreement for sixty (60) days per extension option by notifying Seller and delivering to Title Agent an additional earnest payment of Fifteen Thousand Dollars and no/100 (\$15,000.00) per extension request ("**Subsequent Earnest Deposit**"). All additional Subsequent Earnest Deposit payments shall be non-refundable and credited to the Purchase Price at Closing.
6. Title to the Property shall be free and clear of all liens and encumbrances other than those that do not unreasonably interfere with Buyer's intended development of the Property, as determined by Buyer in its sole discretion. Buyer shall obtain a title insurance commitment for the Property within seventy (70) calendar days of the full execution of this Agreement and if any exception noted therein is unacceptable to Buyer, Buyer shall notify Seller in writing and Seller shall then have 30 calendar days from the notice date to cure such unacceptable exception. If Seller fails to cure such exception within such thirty (30) day period and provide evidence to Buyer of such cure acceptable to Buyer, then Buyer shall have the right to terminate this Agreement by written notice to Seller and the Earnest Deposit shall be returned to Buyer.
7. Buyer's obligation to purchase the Property shall be subject to and contingent upon satisfaction to Buyer, at Buyer's sole cost and expense and in Buyer's sole discretion of the following contingencies specified below:
 - a. Buyer determining that it can obtain all governmental approvals necessary or desirable for the construction of the housing units and all related amenities on the Property.
 - b. Buyer determining that the Property is in compliance with the lender and investor environmental requirements.
 - c. Buyer completing due diligence on the site and market review to its satisfaction.
 - d. Buyer obtaining acceptable zoning approvals for the planned number of units and acceptable site plan approval by the appropriate government.
 - e. Buyer determining that development of Property for Buyer's intended use is economically feasible.

- f. Buyer determining that the environmental remediation plan and costs associated with environmental reports are acceptable.
 - g. Buyer determining necessary utilities are accessible or easements can be obtained for utility access.
 - h. Buyer obtaining a commitment of Project-Based Vouchers from a qualified Public Housing Authority.
 - i. Buyer obtaining a final reservation of Section 42 tax credits from VH.
 - j. Buyer successfully subdividing the Property from the Parcel.
- 8. If the contingencies in paragraph 7 above are not satisfied or waived by Buyer, then Buyer shall have sole and absolute right to terminate this Purchase Agreement by written notice to Seller, and neither party shall have any right, obligation, or liability hereunder. All earnest deposits that have been deemed non-refundable at the point of termination shall be immediately released to Seller if not already released.
- 9. It is understood and agreed that during the contract period for the Property, Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer all at Buyer's sole discretion and expense. Buyer will indemnify and hold harmless Seller from any claims, damages or causes of action which might occur as a result of Buyer's activities on the Property and Buyer shall restore the Property to the condition existing before said test or investigations were conducted.
- 10. The parties to this Agreement acknowledge that the Property will need to be subdivided from the larger Parcel of which it currently comprises a part. The parties agree that they shall mutually determine and agree upon the location of the Property lines. Once the Property lines are determined by mutual agreement of the parties, Buyer will arrange for proper subdivision of the Parcel so as to subdivide the Property to be conveyed by Seller. Buyer shall be solely responsible for arranging such survey and the resulting legal description of the Property and shall be solely responsible for any and all costs related thereto. Seller shall assist in obtaining all necessary approvals for the subdivision. Upon the Property being subdivided from the Parcel, Buyer shall provide Seller with a copy of the recorded subdivision map and legal description of the Property. At or before Closing, Buyer shall pay for all engineering services.
- 11. Notices under this Agreement may be given by fax, mail, e-mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered.
 - a. Notices to Seller shall be sent to:
 - i. 416 Howard Dr., Lynchburg, VA 24503. Attention: John O'Keeffe.
 - b. Notices to Buyer shall be sent to:

i. 500 S. Front Street, 10th Floor, Columbus, Ohio 43215. Attention: Parker Zee.

12. This Agreement shall be assignable by without prior notice to or consent of Seller. Notwithstanding, any assignment pursuant to this paragraph, the original Buyer shall remain fully liable for performance of all its obligations here-under.
13. At Closing, Seller shall pay the cost of deed preparation. Seller agrees to provide Buyer a General Warranty Deed with no encumbrances upon the real property described herein. Buyer shall pay the cost of an owner's title insurance policy in the full amount of the Purchase Price. At Closing, the real estate taxes will be prorated. Seller will be responsible to pay all real estate transfer taxes. Seller and Buyer agree that the Closing or the purchase of the Property and the title insurance for the transaction will be furnished through a title agency of Buyers choice.
14. At Closing, Seller shall grant to Buyer any easements needed for access, stormwater and/or utility service to the Property. Buyer shall pay all third-party costs of surveying, document preparation, legal description preparation, recording fees, etc. in connection with the creation and recordation of any such easements that are necessary. Any necessary easements will be placed in locations determined by Buyer's engineer subject to Seller's consent, with such consent not to be unreasonably withheld or delayed.
15. Any easements obtained by Buyer shall be solely at the cost of the Buyer. Any easements obtained by the Buyer shall continue with the property without cost to Seller if Buyer elects not to purchase the Property and terminates this Agreement.
16. Seller shall not, without the prior written approval of Buyer, (a) make or permit to be made any material changes or alterations to any part of the Property; (b) enter into any agreement affecting any part of the Property; (c) permit any liens, mortgages, deeds of trust, or other encumbrances not currently of record to be placed against, or to affect any part of the Property or title to the Property.
17. Any commission owed to any real estate broker or agent as a result of this transaction shall be paid for by the Seller. Seller agrees to pay such commissions to the selling agency and agrees to hold Buyer harmless and to defend Buyer against such claims for any commission.
18. Time is of the essence.
19. This Purchase Agreement shall be governed by and in accordance with the laws of the State of Virginia.
20. If any term, provision, or condition contained in this Purchase Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Purchase Agreement shall not be affected thereby, and each term, provision or condition of the Purchase Agreement shall be valid and enforceable to the fullest extent provided by law.

agency and agrees to hold Buyer harmless and to defend Buyer against such claims for any commission.

18. Time is of the essence.

19. This Purchase Agreement shall be governed by and in accordance with the laws of the State of Virginia.

20. If any term, provision, or condition contained in this Purchase Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Purchase Agreement shall not be affected thereby, and each term, provision or condition of the Purchase Agreement shall be valid and enforceable to the fullest extent provided by law.

21. This Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute and be deemed one and the same agreement.

22. If prior to Closing any portion of the Property shall be taken by condemnation or similar right of eminent domain or like process ("Condemnation"), or damaged by casualty ("Casualty"), which Condemnation or Casualty shall materially affect the Property or Buyer's ability to develop the Property, Seller shall promptly provide notice to Buyer of such Condemnation or Casualty, and Buyer may elect to (a) terminate this Agreement and receive a refund of all deposits and interest thereon paid by Buyer or (b) proceed hereunder notwithstanding such Condemnation or Casualty, with a pro-rata reduction in Purchase Price based upon the percentage of the Property taken and/or damaged.

23. The duration of this offer is open for acceptance until February 21, 2022 by 5:00 P.M. EDT.

March 5

[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]

Signature Page

Seller:

AGO Properties, L.L.C.

By: John O'Keefe

Its: member

Buyer:

Woda Cooper Development, Inc.

By: [Signature]
Chelsea Arlanticco, Vice President & Corporate Counsel

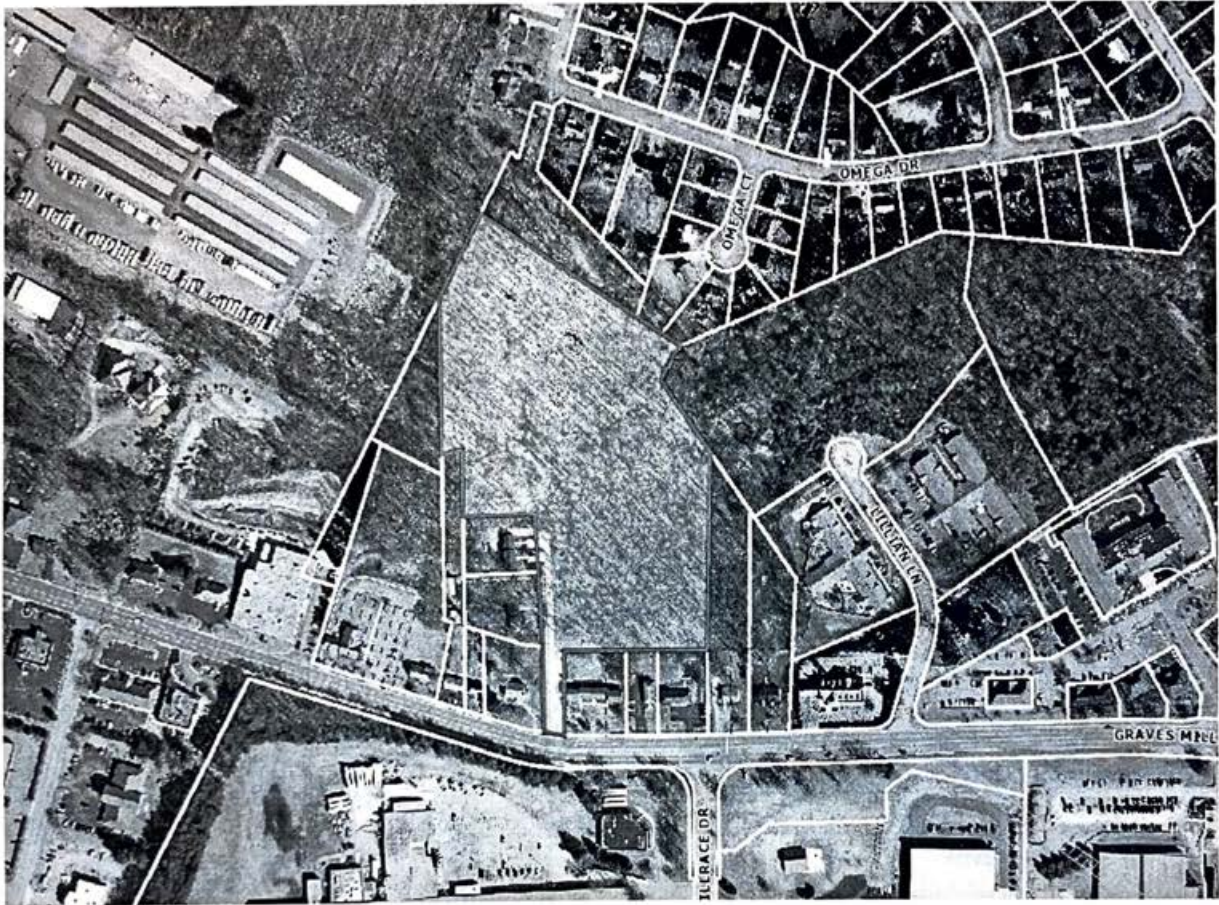
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Exhibit B
Legal Description of the Parcel

That certain tract or parcel of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in the City of Lynchburg, Virginia, and a small portion thereof lying and being in Bedford County, Virginia, which said property lies a short distance north of Route 126, Graves Mill Road, and containing 10.949 acres, as shown on plat made by Erskine W. Proffitt, C.L.S., dated July 11, 1986, entitled "Plat Showing Property of Christine S. Carpenter Graves Mill Road . . .", which said plat is recorded in the Lynchburg, Virginia Circuit Court Clerk's Office in Plat Cabinet 2, Slide 273 (the "Property").

Exhibit C

The Property



Property Information Report

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

Parcel ID: 24014001

Owner: AGO PROPERTIES
C/O JOHN O'KEEFFE

Property Address: 1700 GRAVES MILL RD
LYNCHBURG, VA 24502

Mailing Address: 416 HOWARD DR
LYNCHBURG, VA 24503-1715

Property Descriptions

Legal Description:	UNKNOWN
Neighborhood:	7902 : GRAVES MILL COMMERCIAL CORRIDO
Property Class:	400 : VACANT - COMMERCIAL

Land Information

Area:	Legal Acreage: 10.490 GIS Acreage: 10.904
Frontage:	0.00ft
Depth:	0ft

Special Assessments

Participant in Land Use:	NO
Land Use Deferral Amount:	--
Participant in Rehab Program:	NO
Exempt Amount:	--
Participant Until:	--

School Zones

Elementary School:	SANDUSKY ELEMENTARY
Middle School:	SANDUSKY MIDDLE
High School:	HERITAGE HIGH
Zoning:	Zoning Description:
R-2C	Low-Medium Density Single-Family Residential Conditional
R-1	Low Density Single-Family Residential
B-1	Limited Business

Ownership History

Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document No	Deed Bk / Pg	Conveyance
7/28/1986	\$25,000	CARPENTER, STEPHEN A & CHRISTINE S	AGO PROPERTIES		683 334	
1/1/1976	\$0	CAMPBELL COUNTY ANNEXATION 1976				

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

Assessment

Year	Land Value	Improvement value	Total Value	Assessment Date	Notes
2021	\$314,700	\$0	\$314,700	7/1/2021	Current Assessment
2020	\$314,700	\$0	\$314,700	7/1/2020	
2019	\$314,700	\$0	\$314,700	7/1/2019	
2018	\$367,200	\$0	\$367,200	7/1/2018	
2017	\$367,200	\$0	\$367,200	7/1/2017	
2016	\$367,200	\$0	\$367,200	7/1/2016	
2015	\$367,200	\$0	\$367,200	7/1/2015	
2014	\$314,700	\$0	\$314,700	7/1/2014	
2013	\$314,700	\$0	\$314,700	7/1/2013	
2012	\$314,700	\$0	\$314,700	7/1/2012	
2011	\$314,700	\$0	\$314,700	7/1/2011	
2010	\$314,700	\$0	\$314,700	7/1/2010	
2009	\$314,700	\$0	\$314,700	7/1/2009	
2008	\$209,800	\$0	\$209,800	7/1/2008	
2007	\$209,800	\$0	\$209,800	7/1/2007	
2006	\$196,700	\$0	\$196,700	7/1/2006	
2005	\$196,700	\$0	\$196,700	7/1/2005	
2004	\$177,500	\$0	\$177,500	7/1/2004	
2003	\$177,500	\$0	\$177,500	7/1/2003	

Real Estate Property Tax Information

Total Due:
\$0.00

Current Year	Type	Date Due	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
Installment #:1	Tax	11/15/21	\$873.29	\$0.00	\$0.00	\$873.29	\$0.00	\$0.00	10/8/2021	\$0.00
Installment #:2	Tax	01/18/22	\$873.29	\$0.00	\$0.00	\$873.29	\$0.00	\$0.00	10/8/2021	\$0.00
Installment #:3	Tax	03/15/22	\$873.29	\$0.00	\$0.00	\$873.29	\$0.00	\$0.00	10/8/2021	\$0.00
Installment #:4	Tax	05/16/22	\$873.30	\$0.00	\$0.00	\$873.30	\$0.00	\$0.00	10/8/2021	\$0.00

History	Type	Tax Billed	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
2020	Tax	\$3,493.17	\$0.00	\$0.00	\$3,493.17	\$0.00	\$0.00	10/14/2020	\$0.00
2019	Tax	\$3,493.17	\$0.00	\$0.00	\$3,493.17	\$0.00	\$0.00	4/14/2020	\$0.00
2018	Tax	\$4,075.92	\$0.00	\$0.00	\$4,075.92	\$0.00	\$0.00	4/10/2019	\$0.00
2017	Tax	\$4,075.92	\$0.00	\$0.00	\$4,075.92	\$0.00	\$0.00	4/13/2018	\$0.00
2016	Tax	\$4,075.92	\$0.00	\$0.00	\$4,075.92	\$0.00	\$0.00	4/17/2017	\$0.00
2015	Tax	\$4,075.92	\$0.00	\$0.00	\$4,075.92	\$0.00	\$0.00	4/14/2016	\$0.00
2014	Tax	\$3,493.17	\$0.00	\$0.00	\$3,493.17	\$0.00	\$0.00	4/16/2015	\$0.00
2013	Tax	\$3,493.17	\$0.00	\$0.00	\$3,493.17	\$0.00	\$0.00	5/15/2014	\$0.00
2012	Tax	\$3,493.17	\$0.00	\$0.00	\$3,493.17	\$0.00	\$0.00	4/16/2013	\$0.00
2011	Tax	\$3,304.35	\$0.00	\$0.00	\$3,304.35	\$0.00	\$0.00	5/10/2012	\$0.00
2010	Tax	\$3,304.35	\$0.00	\$0.00	\$3,304.35	\$0.00	\$0.00	5/13/2011	\$0.00
2009	Tax	\$3,304.35	\$0.00	\$0.00	\$3,304.35	\$0.00	\$0.00	5/6/2010	\$0.00
2008	Tax	\$2,202.90	\$0.00	\$0.00	\$2,202.90	\$0.00	\$0.00	5/8/2009	\$0.00
2007	Tax	\$2,202.90	\$0.00	\$0.00	\$2,202.90	\$0.00	\$0.00	5/2/2008	\$0.00
2006	Tax	\$2,183.37	\$0.00	\$0.00	\$2,183.37	\$0.00	\$0.00	5/10/2007	\$0.00
2005	Tax	\$2,183.37	\$0.00	\$0.00	\$2,183.37	\$0.00	\$0.00	5/2/2006	\$0.00
2004	Tax	\$1,970.25	\$0.00	\$0.00	\$1,970.25	\$0.00	\$0.00	5/5/2005	\$0.00
2003	Tax	\$1,970.25	\$0.00	\$0.00	\$1,970.25	\$0.00	\$0.00	5/7/2004	\$0.00
2002	Tax	\$1,110.00	\$0.00	\$0.00	\$1,110.00	\$0.00	\$0.00	5/13/2003	\$0.00
2001	Tax	\$1,110.00	\$0.00	\$0.00	\$1,110.00	\$0.00	\$0.00	4/5/2002	\$0.00

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

Recent Sales Information by Neighborhood VACANT - COMMERCIAL Property Class

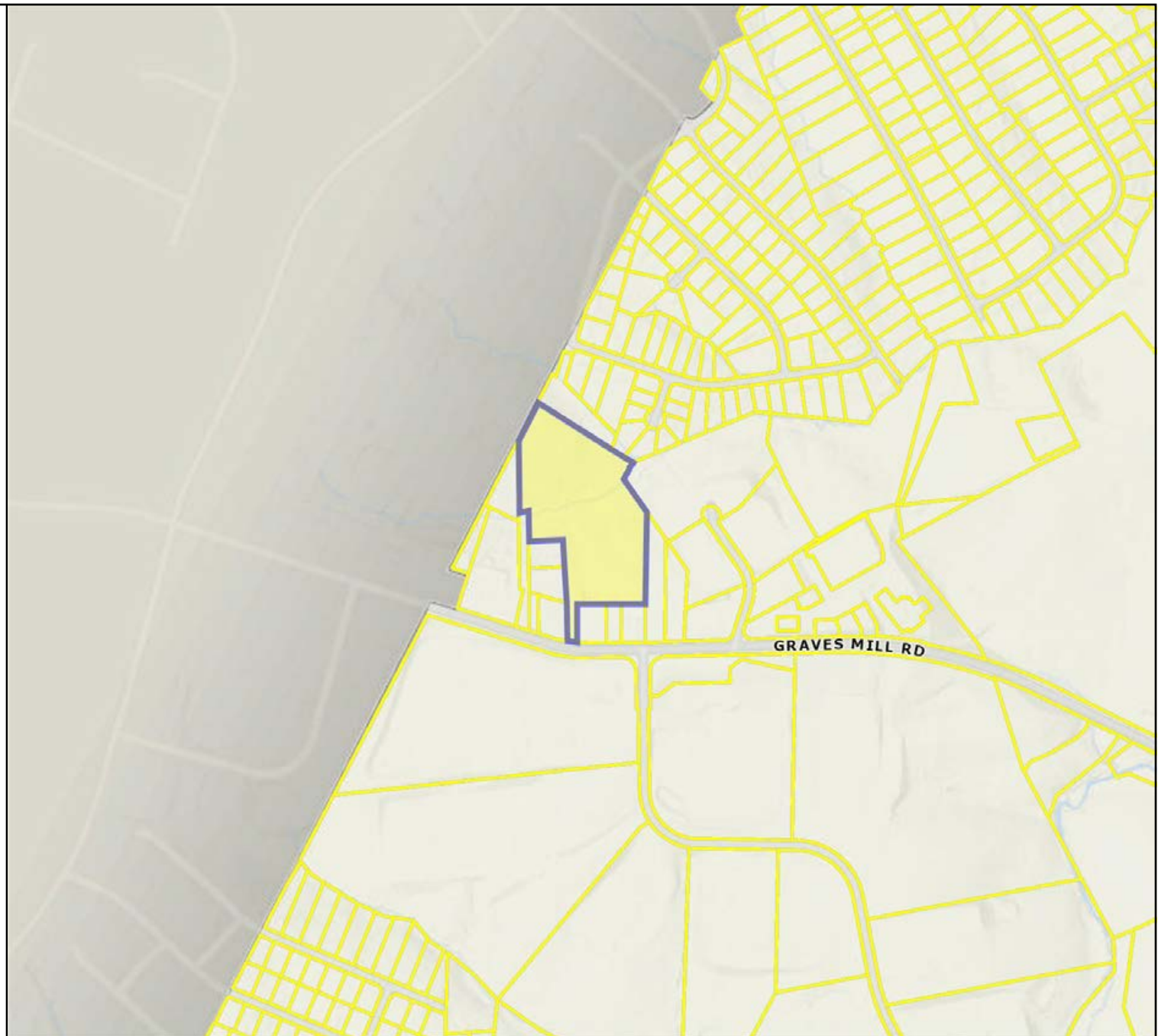
Parcel ID	Property Address	Recorded Sale Date	Sale Amount	Seller's Name	Buyer's Name	Document Num
23902005	2000 CREEKSIDE DR	11/8/2021	\$1,500,000	CREEKSIDE OF LYNCHBURG	TPB ENTERPRISES LLC	210009910
24010013	1606 GRAVES MILL RD	9/20/2021	\$475,000	MILLSIDE DEVELOPMENT CENTER	LAND 1609 LLC	210008358
24013013	1740 GRAVES MILL RD	7/15/2021	\$0	CHIEF INVESTMENTS LLC	TRACER RUN LLC	210006369
23807001	120 NATIONWIDE DR	6/24/2021	\$580,000	ROCK CASTLE PARTNERS	PEC REAL ESTATE LLC	210005664
23904004	1600 GRAVES MILL RD	1/22/2021	\$1,925,000	ELK VALLEY LAND COMPANY LLC & TEATES, WARREN G	TPB ENTERPRISES LLC	210000660
23814007	100 LEROY BOWEN DR	7/2/2020	\$0	ROCK CASTLE PARTNERS	SOCIETY OF ST ANDREW INC	200004489
23814006	106 LEROY BOWEN DR	7/2/2020	\$0	ROCK CASTLE PARTNERS	SOCIETY OF ST ANDREW INC	200004489
23814005	112 LEROY BOWEN DR	7/2/2020	\$0	ROCK CASTLE PARTNERS	SOCIETY OF ST ANDREW INC	200004489
23807008	114 LEROY BOWEN DR	7/2/2020	\$0	ROCK CASTLE PARTNERS	SOCIETY OF ST ANDREW INC	200004489
23904004	1600 GRAVES MILL RD	5/28/2020	\$1,384,000	GOLDEN MILE LLC	ELK VALLEY LAND COMPANY LLC & TEATES, WARREN G	200003480
23903002	1304 OLD GRAVES MILL RD	7/19/2019	\$1,695,000	RV PROPERTIES LLC	JAMES A SCOTT & SON INC	190004267
23903002	1304 OLD GRAVES MILL RD	11/6/2017	\$1,450,000	AREVA NP INC	RV PROPERTIES LLC	170007047
23814003	113 LEROY BOWEN DR	7/20/2016	\$280,000	BOWEN, WILLIAM P & KATHRYN A	BEACON CREDIT UNION INC	160004293
23904004	1600 GRAVES MILL RD	3/22/2016	\$0	ROSEDALE FARM LLC	GOLDEN MILE LLC	160001570
23806001	126 NATIONWIDE DR	12/17/2012	\$0	JAMERSON, ELLEN P	FLIPPED LLC	120008445
24013013	1740 GRAVES MILL RD	7/28/2010	\$0	DRY RIVER INVESTMENTS LLC	CHIEF INVESTMENTS LLC	100004842
24008001	230 MAPLE HILLS DR	7/19/2010	\$123,375	C N I PROPERTIES INC	JAMERSON REAL ESTATE INC	100004639
23807007	124 NATIONWIDE DR	10/3/2007	\$680,000	ROCK CASTLE PARTNERS	NATIONWIDE MOB INVESTMENT PROPERTIES	070010051
23814004	119 LEROY BOWEN DR	6/28/2007	\$262,500	EMP ASSISTANCE OF CENTRAL VA INC	WHSCV REAL ESTATE COMPANY LLC	070006412
23812003	601 GRAVES MILL RD	6/30/2006	\$0	SHELBURNE, WILLIAM R &	ACS PROPERTIES LLC	060006213
24008001	230 MAPLE HILLS DR	4/20/2005	\$145,000	HANKS, JOSEPHINE L	C N I PROPERTIES INC	050003520
24013013	1740 GRAVES MILL RD	12/1/2003	\$9,000	COFER, STERLING B & MABEL L	DRY RIVER INVESTMENTS LLC	030014723
23812003	601 GRAVES MILL RD	1/5/2001	\$0	SHELBURNE, WILLIAM R & NAPLES, JAMES	SHELBURNE, WILLIAM R & ET AL	010000091
23814003	113 LEROY BOWEN DR	5/23/2000	\$0	BOWEN, WILLIAM P & KATHRYN A & PAUL	BOWEN, WILLIAM P & KATHRYN A	
23814003	113 LEROY BOWEN DR	5/23/2000	\$0	BOWEN, WILLIAM P & KATHRYN A & DAVI	BOWEN, WILLIAM P & KATHRYN A & PAUL	
23814004	119 LEROY BOWEN DR	5/1/2000	\$135,000	ROCK CASTLE PARTNERS	EMP ASSISTANCE OF CENTRAL VA INC	
23814003	113 LEROY BOWEN DR	5/1/2000	\$0	BOWEN, WILLIMA P & SUSAN B & DAVID L	BOWEN, WILLIAM P & KATHRYN A & DAVI	
24011001	100 LILLIAN LN	7/16/1998	\$0	MAYFAIR LYNCHBURG LLC	THREE LYNCHBURG LLC	
24013015	1760 GRAVES MILL RD	1/27/1997	\$200	BEDFORD FOUR INC	JWC INC	
23812003	601 GRAVES MILL RD	9/24/1996	\$200,000	MCWANE-PEARSON LTD	SHELBURNE, WILLIAM RODNEY & NAPLES,	

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The City of Lynchburg, VA

Legend

- Street Labels
- Conservation, Agriculture
- Conservation, Forest
- Historic, Agriculture
- Parcels
- Owner Undetermined
- Survey Gap
- Assessed By County



Feet
0 200 400 600 800
1:9,000 / 1"=750 Feet

Parcels

2/15/2022

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and the City of Lynchburg is not responsible for its accuracy or how current it may be.



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.

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

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

Additional Optional Certifications

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

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

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

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

☐ **Enterprise Green Communities** - The 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: 

Date: 3.7.2022

Printed Name: Sean Shanley

RESNET Rater

Resnet Provider Agency
Viridian

Signature 

Provider Contact and Phone/Email

804-212-1934

sean.shanley@viridian.org

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: YLe70MPv

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

\$652

*Relative to an average U.S. home

Home:

1700 Graves Mill Road
Lynchburg, VA 24502

Builder:

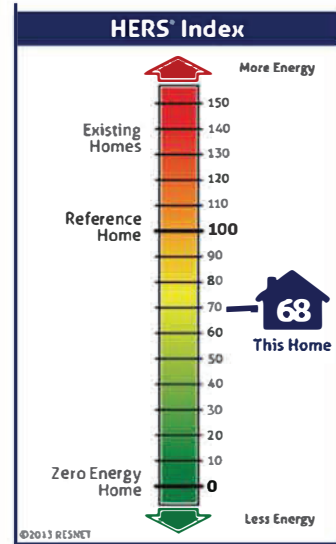
Woda Construction, Inc.

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	5.1
Cooling	1.4
Hot Water	6.5
Lights/Appliances	16.1
Service Charges	
Generation (e.g. Solar)	0.0
Total:	29.0

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Spencer Pointe
Conditioned Floor Area:	1,000 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	80 CFM • 250 Watts
Duct Leakage to Outside:	40 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/9/22 at 10:35 AM



Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: 7d16YY1v

HERS® Index Score:

65

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

Annual Savings

\$664

*Relative to an average U.S. home

Home:

1700 Graves Mill Road
Lynchburg, VA 24502

Builder:

Woda Construction, Inc.

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.5
Cooling	1.3
Hot Water	6.4
Lights/Appliances	16.1
Service Charges	
Generation (e.g. Solar)	0.0
Total:	27.4

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0

Rating Completed by:

Energy Rater: Bill Riggs

RESNET ID: 3259518

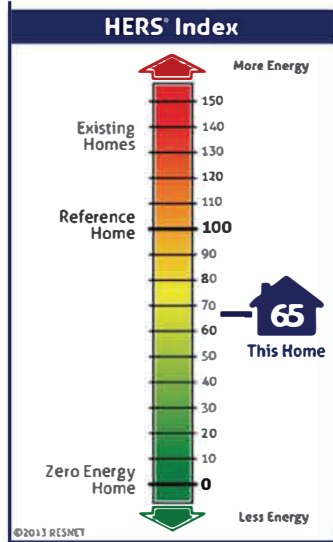
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220


Bill Riggs, Certified Energy Rater
Digitally signed: 3/9/22 at 10:35 AM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Spencer Pointe
Conditioned Floor Area:	1,000 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	80 CFM • 250 Watts
Duct Leakage to Outside:	40 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.0.1.2850
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: P2lj8Kpd

HERS® Index Score:

66

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

\$690

*Relative to an average U.S. home

Home:

1700 Graves Mill Road
Lynchburg, VA 24502

Builder:

Woda Construction, Inc.

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.8
Cooling	1.6
Hot Water	6.4
Lights/Appliances	16.1
Service Charges	
Generation (e.g. Solar)	0.0
Total:	28.9

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0

Rating Completed by:

Energy Rater: Bill Riggs

RESNET ID: 3259518

Rating Company: Viridian

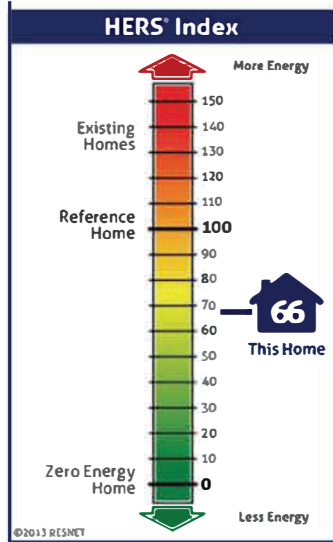
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian

1431 W. Main Street, Richmond, VA 23220



Bill Riggs, Certified Energy Rater
Digitally signed: 3/9/22 at 10:35 AM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Spencer Pointe
Conditioned Floor Area:	1,000 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	80 CFM • 250 Watts
Duct Leakage to Outside:	40 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.31, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.0.1.2850
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: AvjZyZ0v

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

\$698

*Relative to an average U.S. home

Home:

1700 Graves Mill Road
Lynchburg, VA 24502

Builder:

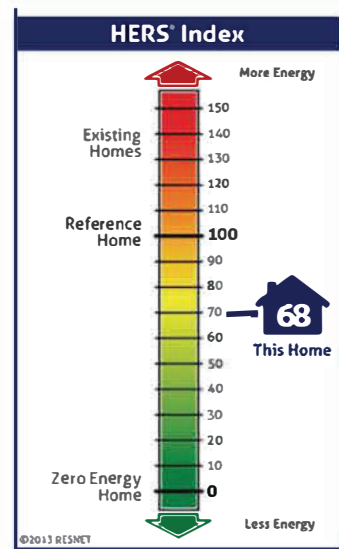
Woda Construction, Inc.

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.6
Cooling	1.5
Hot Water	7.9
Lights/Appliances	18.3
Service Charges	
Generation (e.g. Solar)	0.0
Total:	32.3

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Spencer Pointe
Conditioned Floor Area:	1,148 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	80 CFM • 250 Watts
Duct Leakage to Outside:	45.92 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/9/22 at 10:35 AM



Ekotrope RATER - Version:4.0.1.2850
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: zLO91Mov

HERS® Index Score:

65

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

Annual Savings

\$724

*Relative to an average U.S. home

Home:

1700 Graves Mill Road
Lynchburg, VA 24502

Builder:

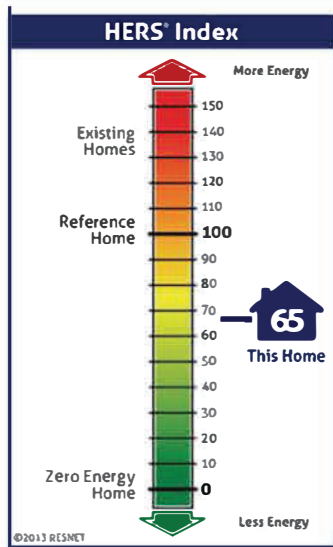
Woda Construction, Inc.

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.3
Cooling	1.3
Hot Water	7.9
Lights/Appliances	18.4
Service Charges	
Generation (e.g. Solar)	0.0
Total:	30.9

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Spencer Pointe
Conditioned Floor Area:	1,148 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	80 CFM • 250 Watts
Duct Leakage to Outside:	45.92 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/9/22 at 10:35 AM



Home Energy Rating Certificate

Projected Report

Rating Date: 2022-03-03

Registry ID:

Ekotrope ID: 5dY9XQPd

HERS® Index Score:

66

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

\$752

*Relative to an average U.S. home

Home:

1700 Graves Mill Road
Lynchburg, VA 24502

Builder:

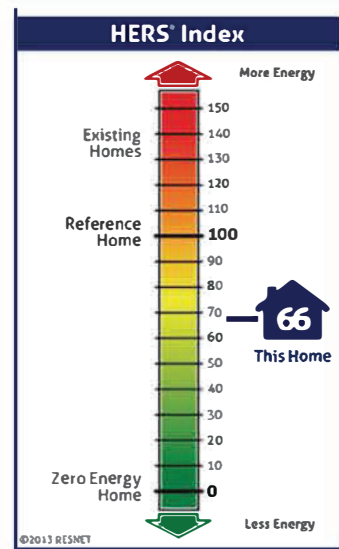
Woda Construction, Inc.

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.8
Cooling	1.7
Hot Water	7.9
Lights/Appliances	18.3
Service Charges	
Generation (e.g. Solar)	0.0
Total:	32.7

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Spencer Pointe
Conditioned Floor Area:	1,148 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	80 CFM • 250 Watts
Duct Leakage to Outside:	45.92 CFM @ 25Pa (4 / 100 ft ²)
Above Grade Walls:	R-25
Ceiling:	Vaulted Roof, R-36
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/9/22 at 10:35 AM





Project Name: Spencer Pointe
Construction Type: New Construction
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS	ENERGY STAR Target
2 bd 1st Fl	4	68	73
3 bd 1st Fl	2	68	
2 bd Bottom/Mid	17	65	
2 bd Top	12	66	
3 bd Bottom/Mid	12	65	
3 bd Top	6	66	
Projected Project HERS - Weighted Average		66	

Tab G:

Zoning Certification Letter (MANDATORY)



757-484-5670 • Fax: 757-484-7498 • 901 PortCentre Parkway, Suite 5 • Portsmouth, Virginia 23704

Zoning Certification

DATE: March 9, 2022

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

RE:
ZONING CERTIFICATION

Name of Development: Spencer Pointe
Name of Owner/Applicant: Spencer Pointe Limited Partnership
Name of Seller/Current Owner: AGO Properties, L.L.C., f.k.a. AGO Properties

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:

1700 Graves Mill Road, Lynchburg, VA 24502

Legal Description:

Please see attached legal description.

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>50</u> # Units	<u>1</u> # Buildings	<u>65,186</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 type="checkbox"/> Rehabilitation:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: B-1 allowing a density of
43.56 units per acre, and the following other applicable conditions: Conditional
Use Permit to allow fifty (50) apartments.

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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



James Farrell
Signature

James Farrell
Printed Name

Project Manager
Title of Local Official or Civil Engineer

757-484-9670
Phone:

3/9/22
Date:

NOTES TO LOCALITY:

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

Legal Description

That certain tract or parcel of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in the City of Lynchburg, Virginia, and a small portion thereof lying and being in Bedford County, Virginia, which said property lies a short distance north of Route 126, Graves Mill Road, and containing 10.949 acres, as shown on plat made by Erskine W. Proffitt, C.L.S., dated July 11, 1986, entitled "Plat Showing Property of Christine S. Carpenter Graves Mill Road . . .", which said plat is recorded in the Lynchburg, Virginia Circuit Court Clerk's Office in Plat Cabinet 2, Slide 273 (the "Property").

RESOLUTION:

#R-22-018

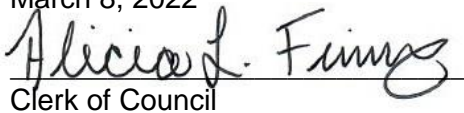
A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO WODA COOPER DEVELOPMENT, INC. TO ALLOW THE CONSTRUCTION OF A FIFTY (50) UNIT APARTMENT DEVELOPMENT IN A B-1, LIMITED BUSINESS DISTRICT LOCATED AT 1700 GRAVES MILL ROAD.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG, that the petition of Woda Cooper Development Inc., for a Conditional Use Permit at 1700 Graves Mill Road to allow the construction of a fifty (50) unit apartment complex in a B-1, Limited Business District is hereby approved subject to the following conditions:

1. Development of the property shall be in substantial compliance with the concept plan and building elevations prepared by D.E. Weatherby & Associates, dated January 14, 2022.
2. Per the traffic study prepared by EPR, PC, dated January 28, 2022, the following recommendations shall be constructed in conjunction with the development of the site:
 - a. Construct a 100' taper for the westbound approach to the entrance.
 - b. Modify the existing entrance to a right-in/out configuration, either by using a "porkchop" island configuration, or by constructing a raised median where the taper space exists on Graves Mill Road along the site frontage.

Adopted: March 8, 2022

Certified:


Clerk of Council

Tab H:

Attorney's Opinion (MANDATORY)

March 10, 2022

TO: Virginia Housing Development Authority
Tax credit Allocation Department
601 South Belvidere Street
Richmond, Virginia 23220-6500

RE: 2022 Tax Credit Allocation Request
Name of Development: Spencer Pointe
Name of Owner: Spencer Pointe Limited Partnership

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 10, 2022 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

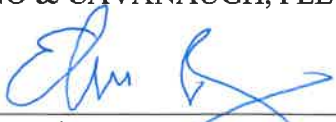
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. The type of the nonprofit organization involved in the Development is an organization described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

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

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

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

RENO & CAVANAUGH, PLLC

By: 
Name: Efrem Levy
Title: Member

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)



Non-profit Questionnaire

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

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

1. General Information

- Name of development: Spencer Pointe
- Name of owner/applicant: Spencer Pointe Limited Partnership
- Name of non-profit entity: Bay Aging
- Address of principal place of business of non-profit entity:
5306 Old Virginia Street, P.O. Box 610, Urbanna, VA 23175
- Tax exempt status: ☒ 501(c)(3) ☐ 501(c)(4) ☐ 501(a)
- Date of legal formation of non-profit (must be prior to application deadline); 6/26/1978
evidenced by the following documentation:
Certificate of Incorporation issued by the Virginia State Corporation Commission
- Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
January 11, 1980
- Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
Bay Aging's by-laws state, among other purposes, "to improve the quality of life in the communities served by the corporation by supporting the provision of...
housing and housing support services that provide them with decent and affordable housing". The Articles of Incorporation state "supporting the provision of and
fostering of...low-income and moderate-income housing housing, with housing support services, that is decent, safe, sanitary and affordable".
- How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
101 How many part time, paid staff members? 169

Describe the duties of all staff members:

Staff duties vary greatly depending on which company Division or program. Divisions include Bay Health (Veterans Services, Senior Centers, Adult Day Care, Meals on Wheels, Care Coordination, Home Nursing Care, etc.), Bay Transit (demand response public transportation) and Bay Housing (affordable single family and multi-family housing production, management & resident service coordination).

Non-profit Questionnaire, cont'd

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

☐ Yes ☒ No If yes, explain in detail: _____

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

Bay Health(Older Americans Act, Medical Reimbursement, State of Virginia Special Appropriations); Bay Transit
(Federal Transit Administration, Virginia Department of Rail & Public Transportation, Local Govt., Rider fares); Bay Housing
(HUD Section 202, CDBG, HOME, Dept. of Energy, LIHEAP, VHDA SPARC, REACH & LIHTC, Southeast RCAP, Federal Home Loan Bank of Atlanta).

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

Attached and available upon request.

2. Non-profit Formation

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

The Northern Neck-Middle Peninsula Area Agency on Aging, Inc. and, subsequently, Chesapeake Bay Agency on Aging, Inc. (now Bay Aging) was organized in
June, 1978, as a private, nonprofit tax-exempt organization serving the counties of Essex, King William, King & Queen, Middlesex, Gloucester, Matthews, Lancaster, Northumberland,
Richmond and Westmoreland. In recent years, Bay Aging has expanded some services to cover the Hampton Roads, Portsmouth, Richmond and Fredericksburg regions and entire State of Virginia.

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

☒ Yes ☐ No If yes, explain in detail:

Bay Aging was affiliated with a for-profit entity called Bay Custom Homes, Inc. The entity served as a general contractor specializing in single family modular homes.
It was formed in 2004 and was dissolved in 2011 due to lack of profitability. Bay Aging also has a 10% capital interest in eight previously funded LIHTC developments
(Warsaw Manor, Brennan Pointe I, The Banks at Berkley, Academy Apartments, Village Green, Timberland Park, Brennan Pointe II, Bermuda Crossing and Freedman Point).

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

☐ Yes ☒ No If yes, explain:

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

☐ Yes ☒ No If yes, explain:

Non-profit Questionnaire, cont'd

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

☐ Yes ☒ No, If yes, explain: _____

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

☐ Yes ☒ No

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

The non-profit has operated a variety of community-based, private and public grant-funded programs that achieve such goals as affordable housing production, management, and resident service coordination, public transportation and community-based supportive services. The non-profit also has a related non-profit called Bay Aging Foundation and Chesapeake Bay Housing, Inc., formerly Rappahannock Housing Services, Inc., currently a Virginia Department of Housing and Community Development-certified Community Housing Development Organization (CHDO).

3. Non-profit Involvement

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

§42(i)(1) of the Code)?

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☐ Yes ☒ No

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

Bay Aging is a member of Spencer Pointe Limited Partnership with 10% ownership interest.

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

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

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

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

☒ Yes ☐ No If yes, where in the partnership/operating agreement is this provision specifically referenced? Section 20 of the partnership agreement and Right of First Refusal.

Non-profit Questionnaire, cont'd

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

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

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

☐ Yes ☒ No If yes,

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

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

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

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

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

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

☒ Yes ☐ No If yes,

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

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

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

\$32,000 from the developer fee

Non-profit Questionnaire, cont'd

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

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

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

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

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

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

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

- Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? ☒ Yes ☐ No
- Define the non-profit's geographic target area or population to be served:
Bay Aging provides services and partners with community-based organizations throughout the State of Virginia, including Greater Fredericksburg, Greater Richmond, Greater Portsmouth, the Northern Neck, the Middle Peninsula, the Eastern Shore and Hampton Roads. The proposed project is located in this service area.

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

- Does the non-profit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the non-profit on design, location of sites, development and management of affordable housing? ☐ Yes ☒ No If yes, explain:
Although Bay Aging's by laws do not provide a formal process, all of the company's affordable housing programs have in place a formal process for client and community design, input, and/or communication/information sharing. As a Commonwealth of Virginia-designated Community Action Agency, the Board of Directors must include 1/3 of members representing low-income.

- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?
☒ Yes ☐ No
- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
☒ Yes ☐ No If yes, explain:
On a periodic or annual basis, Bay Aging receives financial contributions from local Governments (towns and counties), private foundations, individual donors, businesses. The company also receives significant financial support from funders such as VHDA, HUD, DHCD, VDA, VA and FTA.

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

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

Non-profit Questionnaire, cont'd

- Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? ☒ Yes ☐ No
- Does the board of directors hold regular meetings which are well attended and accessible to the target community? ☒ Yes ☐ No If yes, explain the meeting schedule:
Board meetings are held bi-monthly beginning in January and usually on the fourth Thursday of the meeting month.

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

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

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

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

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

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

Non-profit Questionnaire, cont'd

5. Attachments

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

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

03/09/2022
Date

Spencer Pointe Limited Partnership

Owner/Applicant

By: [Signature]

Its: Authorized Representative of the GP

Title

Bay Aging

Non-profit

03/09/2022
Date

By: [Signature]
Board Chairman

By: [Signature]
Executive Director

Non-profit Questionnaire -

Attachment Name of Development: Spencer Pointe

4. Virginia and Community Activity

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

1. Warsaw Manor Apartments; Warsaw, VA; Application - March 2012 (funded); Non-profit partner (10% ownership); Principals- SEGM VA, LLC; GEM Management, Inc.; 8609 issued 09/12/14.
2. Brennan Pointe; Newport News, VA; Application - March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016; 8609 issued 12/20/2017.
3. The Banks at Berkley; Norfolk, VA; Application – March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016; 8609 issued 02/08/2018.
4. Academy Apartments, West Point, VA; Application – March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 10/05/2016; 8609 issued 08/28/2018.
5. Village Green, Gloucester, VA; Application - March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 12/06/2016; 8609 issued 07/19/2018.
6. Timberland Park, Charlottesville, VA; Application – March 2016 (funded); Non-profit partner (10% ownership); Principals – Around the Curve LLC; Southeastern Housing Preservation, Inc.; Placed in service 12/26/2018; 8609 issued 08/5/2019.
7. Brennan Pointe II; Newport News, VA; Application - March 2016 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; Placed in service 10/31/2018; 8609 issued 6/21/2019.
8. Bermuda Crossing, Chesterfield County, VA; Application – March 2017 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; Credits returned by for-profit developer partner.
9. Freedman Point; Hopewell, VA; Application - March 2017 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; Placed in service 11/21/2019; 8609 issued on 5/12/21.
10. Daffodil Gardens Phase Two; Gloucester County, Virginia; Application – March 2017 (funded) and March 2019 10% additional credit request (funded); Sole Member of Chesapeake Bay Housing, Inc. which is the sole member of Daffodil Gardens Phase Two, LLC; Principals – Chesapeake Bay Housing, Inc.; units not yet placed in service and 8609 not yet processed.
11. Bickerstaff Crossing; Henrico, Virginia; Application – March 2018 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; units not yet placed in service and 8609 not yet processed.
12. Holley Pointe; Portsmouth, Virginia; Application – March 2019 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities LLC; Placed in service 1/1/2021 and 8609 not yet processed.
13. Lambert Landing; Chester, Virginia; Application – March 2020 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities LLC; units not yet placed in service and 8609 not yet processed.

LIST OF BAY AGING BOARD OF DIRECTORS – 2021-2022 PROGRAM YEAR

Total number of board members, as stated in current bylaws: 15.

<u>REPRESENTATIVES OF ELECTED PUBLIC OFFICIALS</u>		<u>REPRESENTATIVES OF LOW INCOME FAMILIES</u>		<u>REPRESENTATIVES OF THE PRIVATE SECTOR</u>	
Total # seats: 5		Total # seats: 5		Total # seats: 5	
Name:	Ron Saunders	Name:	James N. Carter, Jr.	Name:	Charles Adkins, Esq.
Representing:	Gloucester County	Elected by:	Tartan Citizens Group	Representing:	King & Queen County
Address:	P.O. Box 691 Gloucester, VA 23061	Address:	P.O. Box 300 Irvington, VA 22480	Address:	2211 Royal Oak School Rd Shacklefords, VA 23156
Term:	10/01/2021 – 09/30/2026	Term:	10/01/2020-09/30/2025	Term:	10/01/2019-09/30/2024
Retired Virginia Dominion Power, Community Relations; active in community, civic organization and foundation		Works with Foundation at Rappahannock General Hospital; active community vol.		King & Queen Co. Commonwealth Attorney; active community volunteer.	
Name:	Karen Lewis	Name:	James Dudley	Name:	Reverend Athilla Maria Harris
Representing:	Westmoreland County	Elected by:	Port Town Village Citizens Group	Representing:	King William County
Address:	P.O. Box 1000 Montross VA 22520	Address:	244 Ridge Rd Hartfield, VA 23071	Address:	1796 E. River Road King William VA 23086
Term:	10/01/2019-09/30/2024	Term:	03/20/2019-09/30/2024	Term:	10/01/2018-09/30/2023
Assistant County Administrator and community volunteer/advocate		Retired Director of McGuire Veterans Medical Center; Retired Director of Medical Services for the Paralyzed Veterans of America; Vestry governing board of his Church		Reverend; active in her community and advocate for people with disabilities	
Name:	Bruce Craig	Name:	William E. “Bill” Doyle	Name:	Cynthia Talcott
Representing:	Northumberland County	Elected by:	Northumberland Active Lifestyle Center Members	Representing:	Richmond County
Address:	229 Greenway Plain Heathsville, VA 22473	Address:	188 Orapax Rd Kilmarnock, VA 22482	Address:	285 Wood Duck Lane Farnham VA 22460
Term:	05/11/2017-05/11/2022	Term:	11/13/2020 – 09/30/2025	Term:	10/01/2019-09/30/2024
Retired from the Administration on Aging, a component of the Administration for Community Living; active volunteer through numerous organizations		Retired from a career in banking; Retired Vice President of Finance and Admin Services at Rappahannock Community College; Active in civic organizations and LEAD River Counties		Retired, worked with adults with disabilities in supported employment programs; active community volunteer	
Name:	Vera Lee	Name:	Belinda Johnson	Name:	Sieglende “Lynda” Smith
Representing:	Lancaster County	Elected by:	The Meadows Citizens Group	Representing:	Mathews County
Address:	P.O. Box 542 Kilmarnock, VA 22482	Address:	P.O. Box 1000 Montross, VA 22520	Address:	548 Main Street Mathews, VA 23109
Term:	10/01/2019 – 09/30/2024	Term:	03/13/2017 – 09/30/2022	Term:	10/01/2020-09/30/2025
Assistant to Children’s Library Director in Lancaster; Previous Director of Wellness, Child Care/Teen Center at Northern Neck YMCA; worked in Oncology at Rappahannock General Hospital for 20 years.		Works for Westmoreland Co.; advocate for the disenfranchised; volunteers through several civic organizations		Retired IT professional on Wall Street; Active member of Mathews Co. CERT and active community volunteer.	
Name:	Robert Wilbanks	Name:	Barry L. Gross, M.D.	Name:	Stanley Clarke
Representing:	Middlesex County	Elected by:	Gloucester Active Lifestyle Center Members	Representing:	Essex County
Address:	77 Wares Bridge Rd Church View, VA 23032	Address:	1602 York River Dr. Gloucester Point, VA 23062	Address:	P.O. Box 955 Tappahannock VA 22560
Term:	12/07/2021 – 09/30/2024	Term:	3/22/2018-3/22/2023	Term:	07/09/2018 – 09/30/2023
VP of IT at LifeSpire of Virginia; non-profit board/volunteerism experience; interested in the betterment of the community.		Practicing physician; Former 17yr CMO and EVP for Riverside Health System; very active in many health care related organizations		Retired Sheriff of Essex Co.; volunteers through his church and civic groups	

10/1/2020 – 9/30/2022 OFFICERS:

Mr. James Carter, Chair; Barry L. Gross, M.D., Vice-Chair;
Mr. Stanley Clarke, Treasurer; Ms. Vera Lee., Secretary.

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

NOT APPLICABLE

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification



Exhibit K.1
Revitalization Area

The Spencer Pointe application meets the criteria for Revitalization Area for the following reasons:

- The development is located in a defined revitalization area. Documentation includes a resolution from the city of Lynchburg supporting the development's location within the revitalization area.



City Council

900 Church Street • Lynchburg • Virginia • 24504

P 434-455-3995 • F 434-847-1536


www.lynchburgva.gov

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

I, Alicia L. Finney, the Clerk of Council for the City of Lynchburg, a Virginia municipal corporation, on this 9th day of March, 2022, do hereby certify pursuant to § 8.01-390 of the Code of Virginia of 1950, as amended, that the documents attached hereto are true copies of records of the said City, and do further certify that I am the custodian of such records.

The records attached hereto are briefly described as follows:

Resolution #R-22-021 of the City of Lynchburg supporting the Virginia Housing Loan Funding for Spencer Pointe Apartments.



Alicia L. Finney

CLERK OF COUNCIL
CITY OF LYNCHBURG, VIRGINIA

RESOLUTION:

#R-22-021

WHEREAS, the City Council of the City of Lynchburg, Virginia desires to make the determination required by Section 36.55.30:2. B of the Code of Virginia of 1950, as amended, in order for Virginia Housing to finance the economically mixed project "Spencer Pointe" described on Exhibit A attached hereto;

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

- (1) the industrial, commercial or other economic development of such area will benefit the city but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area.
- (2) Private enterprise and investment are not reasonably expected, without assistance to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live with such area and thereby create a desirable economic mix of residents in such area.

Adopted: March 8, 2022

Certified:

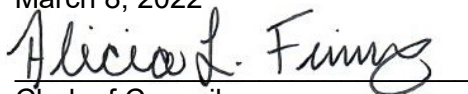

Clerk of Council

EXHIBIT A

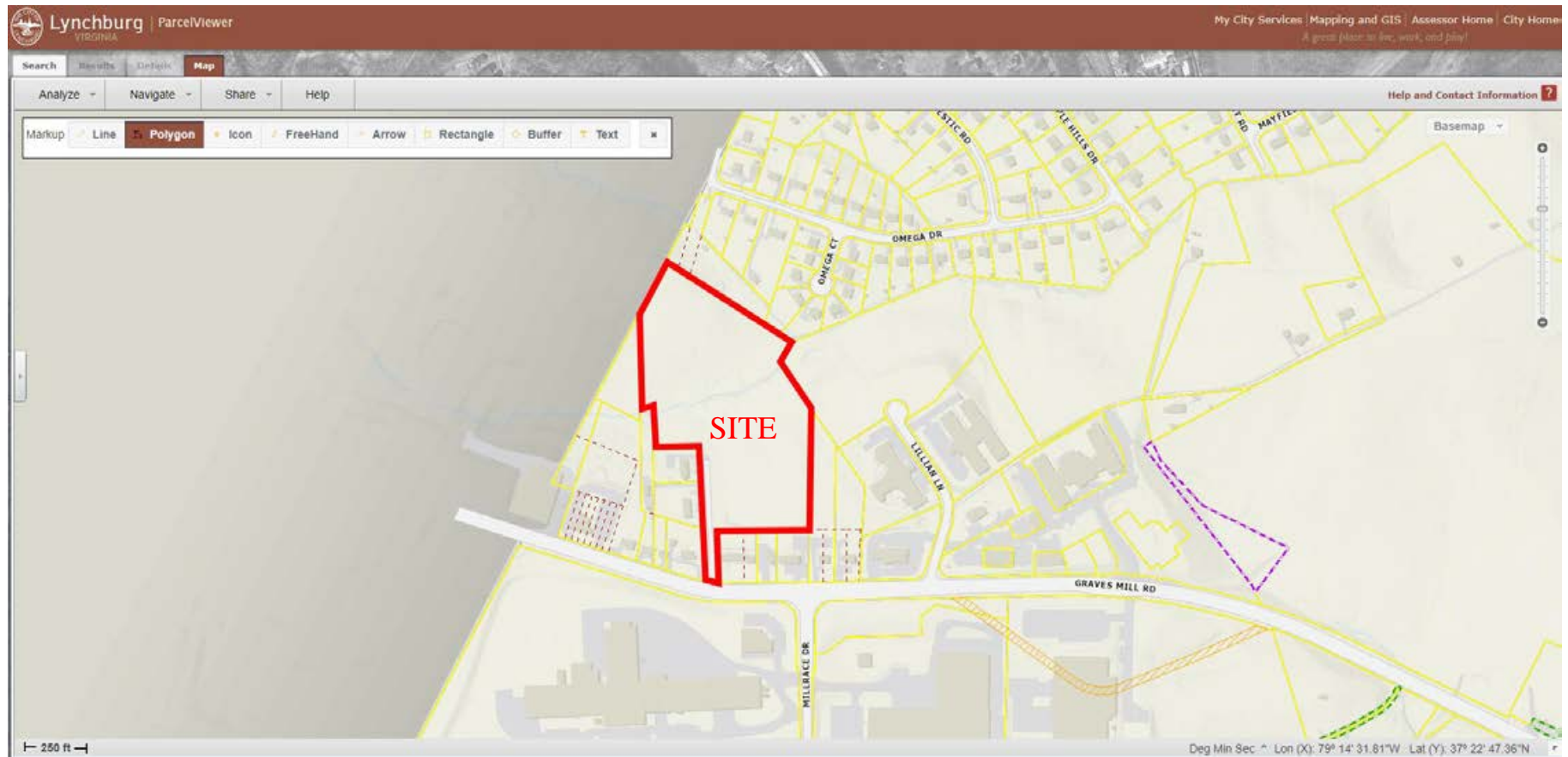
Spencer Pointe, located at 1700 Graves Mill Road, Lynchburg, VA 24502, will be a fully affordable multifamily housing community consisting of fifty (50) units. The development will be comprised of one residential building containing 2 and 3- bedroom units, a community room, exercise room, computer/study room and an outdoor picnic and playground area. Parcel ID #240-14-001.



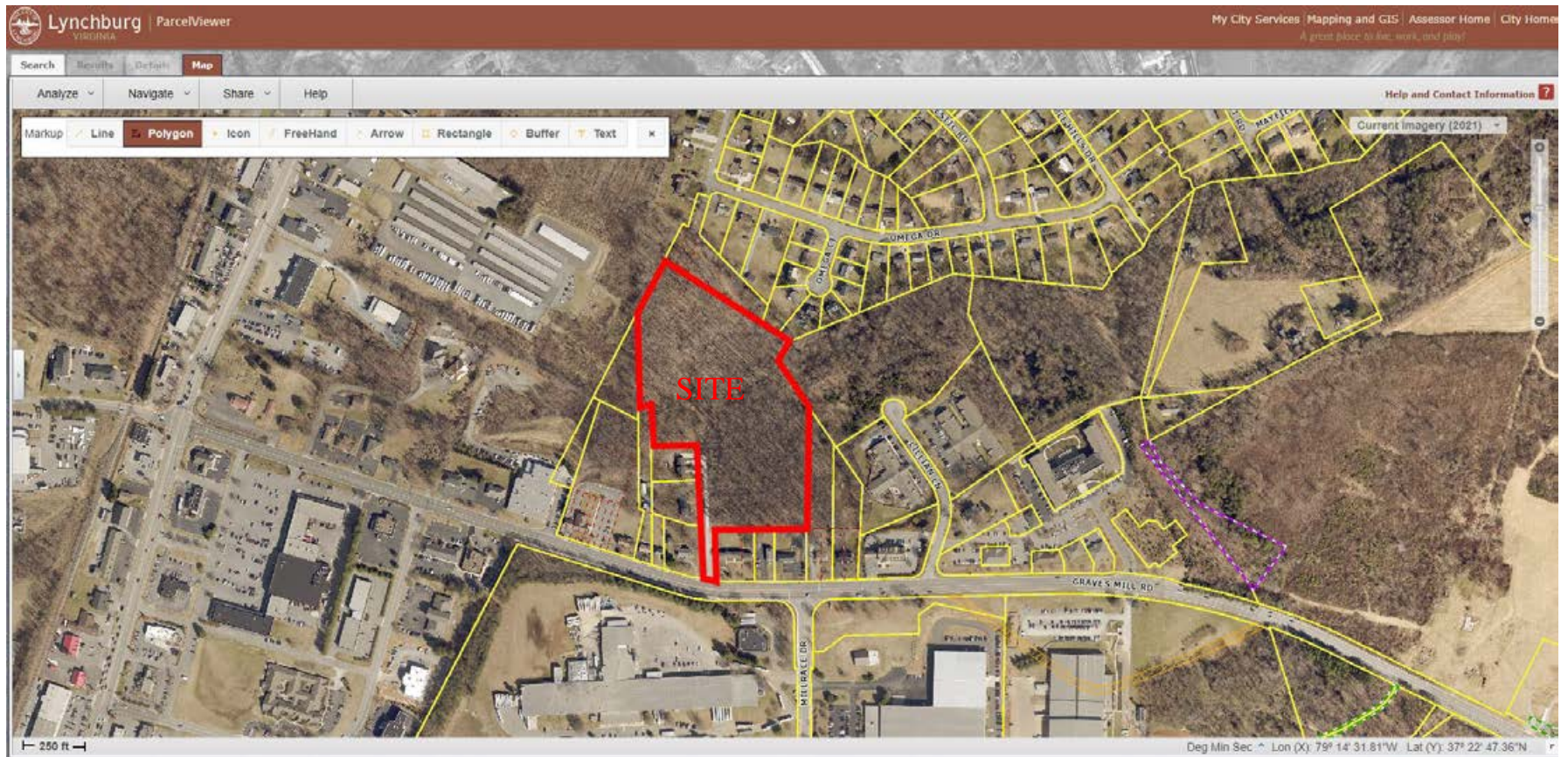
Tab K.2

Location Map

Spencer Pointe Parcel Map

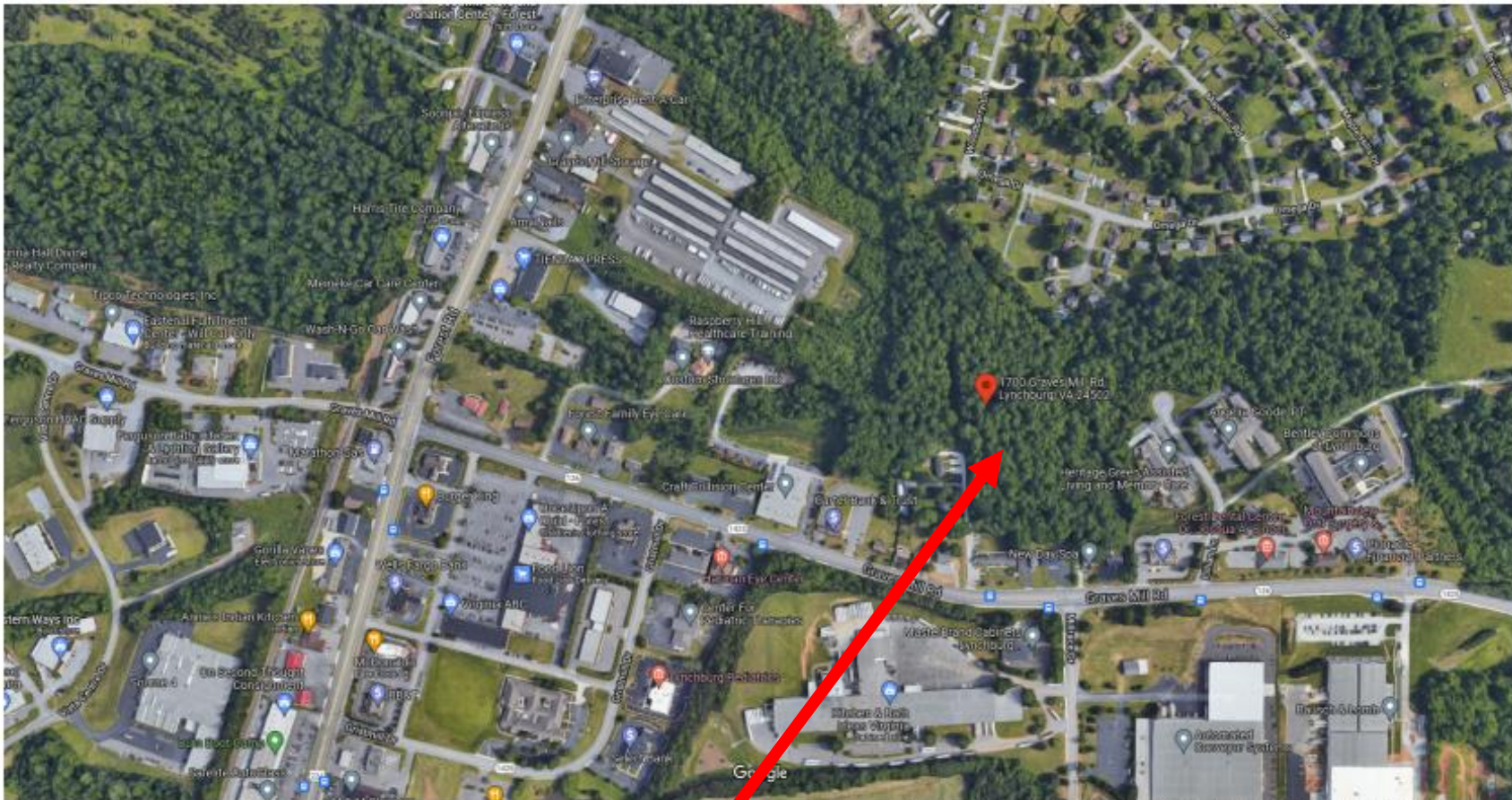


Spencer Pointe Parcel Map



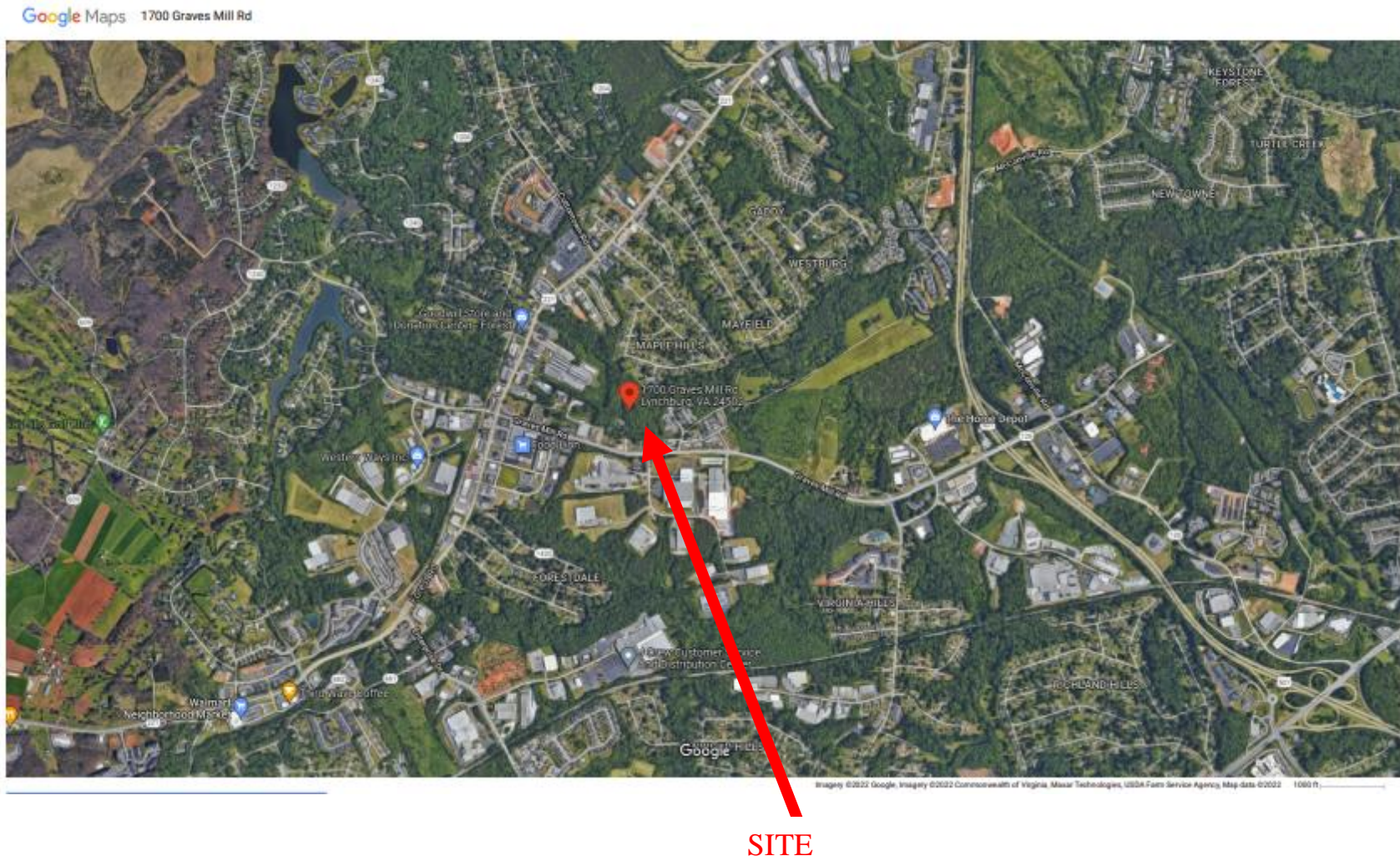
Spencer Pointe Site Map

Google Maps 1700 Graves Mill Rd



SITE

Spencer Pointe Site Map



Tab K.3

Surveyor's Certification of Proximity To Public
Transportation



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

757-484-9670 • Fax: 757-484-7498 • 901 PortCentre Parkway, Suite 5 • Portsmouth, Virginia 23704

Surveyor's Certification of Proximity to Transportation

DATE: March 4, 2022

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

RE: 2022 Tax Credit Reservation Request

Name of Development: Spencer Pointe

Name of Owner: Spencer Pointe Limited Partnership

Ladies and Gentlemen:

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

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

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



Hoggard-Eure Associates

Firm Name

By:

J. Stephen Ferguson
J. STEPHEN FERGUSON

Its:

DIR. OF SURVEYING

Title

Tab L:

PHA / Section 8 Notification Letter

Tab L.

PHA/Section 8 Notification Letter



PHA or Section 8 Notification Letter

Development Name: Spencer Pointe

Tracking #: 2022-C-84

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

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

DATE: 3/2/2022

TO: Lynchburg Redevelopment & Housing
918 Commerce Street
Lynchburg, VA 24504

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Spencer Pointe

Name of Owner: Spencer Pointe Limited Partnership

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on March 15, 2024 (date).

The following is a brief description of the proposed development:

Development Address:

1700 Graves Mill Road

Lynchburg, VA 24502

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>50</u>	# units	<u>1</u>	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u>	# units	<u> </u>	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u>	# units	<u> </u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u> </u>	/ month
<input type="checkbox"/> 1 Bedroom Units:	\$ <u> </u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>380/491/710/850/875</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>430/534/815/975/1,000</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u>	/ month

Other Descriptive Information:

All of the units will have air conditioning, dishwasher, refrigerator, stove, mini blinds, ample storage space, and attractive open designs. The development will include a minimum 749 square foot community room featuring spaces that can be used by residents for recreational purposes. There will be ample on-site parking.

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (614)396-3200.

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

Sincerely yours,



David Cooper, Jr.

Name

Authorized Member of the General Partner

Title

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

Seen and Acknowledged By: _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____



March 09, 2022

Dear Customer,

The following is the proof-of-delivery for tracking number: 270595742398

Delivery Information:

Status:	Delivered	Delivered To:	Receptionist/Front Desk
Signed for by:	M.ROBINSON	Delivery Location:	
Service type:	FedEx Priority Overnight		
Special Handling:	Deliver Weekday		Lynchburg, VA,
		Delivery date:	Mar 8, 2022 10:22

Shipping Information:

Tracking number:	270595742398	Ship Date:	Mar 7, 2022
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
Lynchburg, VA, US,		COLUMBUS, OH, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Thank you for choosing FedEx



FedEx OfficeSM

Address: 1510 OLENTANGY
RIVER RD
COLUMBUS
OH 43212
Location: OSUKI
Device ID: -BTC01
Transaction: 940329247399

FedEx Priority Overnight

Tracking Number:

270595742398 0.10 lb (S) 38.98
Declared Value 100

Recipient Address:

Lynchburg Redevelopment & Hous
918 Commerce St
Lynchburg, VA 24504
0000000000

Scheduled Delivery Date 3/8/2022

Pricing option:
STANDARD RATE

Package Information:
FedEx Envelope

Shipment subtotal: \$38.98

Total Due: \$38.98

From: TrackingUpdates@fedex.com
To: [Mustic, Greg](#)
Subject: FedEx Shipment 270595742398: Your package has been delivered
Date: Tuesday, March 8, 2022 10:33:07 AM

FedEx



**Hi. Your package was
delivered Tue, 03/08/2022 at
10:22am.**



OBTAIN PROOF OF DELIVERY

TRACKING NUMBER	270595742398
FROM	COLUMBUS, OH, US
TO	Lynchburg, VA, US
SHIP DATE	Mon 3/07/2022 05:21 PM
DELIVERED TO	Receptionist/Front Desk
PACKAGING TYPE	FedEx Envelope
ORIGIN	COLUMBUS, OH, US
DESTINATION	Lynchburg, VA, US

Tab M:

Locality CEO Response Letter



Office of the City Manager

900 Church Street • Lynchburg, VA 24504
Phone: (434) 455-3990 • Fax: (434) 847-1536
www.lyncburgva.gov

March 9, 2022

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

Virginia Housing Tracking Number: 022-C-84
Development Name: Spencer Pointe
Name of Owner/Applicant: Spencer Pointe Limited Partnership

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Lynchburg. Accordingly, the City of Lynchburg supports the allocation of federal housing tax credits requested by Spencer Pointe Limited Partnership for this development.

Yours truly,

A handwritten signature in black ink, appearing to read "Wynter C. Benda", is written over the typed name and title.

Wynter C. Benda
City Manager

CC: Kent White, Director of Community Planning and Development

Tab N:

Homeownership Plan

NOT APPLICABLE

Tab O:

Plan of Development Certification Letter

NOT APPLICABLE

Tab P:

Developer Experience documentation and Partnership agreements

VHDA Experienced LIHTC Developers

Notes: Updated: 2/09/2022

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed if documentation supported at least 6 LIHTC developments

I Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	29 Fitch, Hollis M.	60 Melton, Melvin B.
2 Arista, Roberto	30 Fore, Richard L.	61 Midura, Ronald J.
3 Asarch, Chad	31 Franklin, Wendell C.	62 Mirmelstein, George
4 Ayd, Tom	32 Franklin, Taylor	63 Nelson, IV, John M.
5 Barnhart, Richard K.	33 Friedman, Mitchell M.	64 Orth, Kevin
6 Baron, Richard	34 Gardner, Mark E.	65 Page, David
7 Bennett, Vincent R.	35 Goldberg, Jeffrey	66 Parent, Brian
8 Burns, Laura P.	36 Gunderman, Timothy L.	67 Park, Richard A.
9 Chapman, Tim	37 Haskins, Robert G.	68 Park, William N.
10 Cohen, Howard Earl	38 Hardee, Carl	69 Pasquesi, R.J.
11 Connelly, T. Kevin	39 Heatwole, F. Andrew	70 Pedigo, Gerald K.
12 Connors, Cathy	40 Honeycutt, Thomas W.	71 Poulin, Brian M.
13 Copeland, M. Scott	41 Hunt, Michael C.	72 Queener, Brad
14 Copeland, Robert O.	42 Iglesias, Adrian	73 Rappin, Steve
15 Copeland, Todd A.	43 Jaeger, Jeffrey	74 Ripley, F. Scott
16 Cordingley, Bruce A.	44 Jester, M. David	75 Ripley, Ronald C.
17 Counselman, Richard	45 Johnston, Thomas M.	76 Ross, Stephen M.
18 Crosland, Jr., John	46 Jones Kirkland, Janice	77 Salazar, Tony
19 Curtis, Lawrence H.	47 Kirkland, Milton L.	78 Sari, Lisa A.
20 Daigle, Marc	48 Kittle, Jeffery L.	79 Sciocino, Richard
21 Dambly, Mark H.	49 Koogler, David M.	80 Sinito, Frank T.
22 Deutch, David O.	50 Koogler, David Mark	81 Stockmaster, Adam J.
23 Dischinger, Chris	51 Lancaster, Dale	82 Stoffregen, Phillip J.
24 Douglas, David D.	52 Lawson, Phillip O.	83 Surber, Jen
25 Edmondson, Jim	53 Lawson, Steve	84 Valey, Ernst
26 Edson, Rick	54 Leon, Miles B.	85 Uram, David
27 Ellis, Gary D.	55 Lewis, David R.	86 Wilson, Stephen
28 Fekas, William L.	56 Levitt, Michael	87 Woda, Jeffrey J.
	57 Margolis, Robert B.	88 Wohl, Michael D.
	58 McCormack, Kevin	89 Wolfson, III, Louis
	59 McNamara, Michael L.	

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

- 1 AHC, Inc.
- 2 Alexandria RHA
- 3 Arlington Partnership for Affordable Housing (APAH)
- 4 Atlantic Housing Foundation, Inc.
- 5 Better Housing Coalition
- 6 Buckeye Community Hope Foundation
- 7 Community Housing Partners
- 8 Community Housing, Inc.
- 9 ElderHomes (dba Project: Homes)
- 10 Enterprise Homes, Inc
- 11 Fairfax County RHA
- 12 Homes for America, Inc.
- 13 Humanities Foundation, Inc.
- 14 Huntington Housing, Inc.
- 15 LEDIC Realty Company, LLC
- 16 Newport News RHA
- 17 NHT Communities
- 18 Norfolk Redevelopment Housing Authority
- 19 People Incorporated
- 20 Piedmont Housing Alliance
- 21 Preserving US, Inc.
- 22 Portsmouth RHA
- 23 RHA/Housing, Inc.
- 24 Rush Homes
- 25 The Community Builders
- 26 Virginia Supportive Housing
- 27 Virginia United Methodist Housing Development Corporation
- 28 Wesley Housing Development Corporation

Tab Q:

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



March 4, 2022

Mr. Nick Surak
Spencer Pointe Limited Partnership
Woda Cooper Development, Inc.
500 South Front Street, 10th Floor
Columbus, OH 43215

Dear Mr. Surak:

The Lynchburg Redevelopment and Housing Authority has reviewed the proposals received in response to the PBV solicitation. Please accept this letter as notification that Spencer Pointe Limited Partnership has been selected for PBV rental assistance for eight (8) units; four (4) two-bedroom units and four (4) three-bedroom units. This commitment is conditional upon:

1. Receiving Low-Income Housing Tax Credits (LIHTC) award from Virginia Housing no later than September 1, 2022 and
2. That the property is evaluated through the Environmental Assessment process and received a Finding of No Significant Impacts (FONSI), and
3. That we receive a Release of Funds (ROF) based upon our submission of your Subsidy Layering Review (SLR), and
4. That we do not have a "substantial" reduction in funding for the Department of Housing and Urban Development for our Housing Choice Voucher Program

Upon satisfaction of the first three items, we will enter into an Agreement to Enter Into A Housing Assistance Payment (AHAP) contract at which time you may commence development of the above captioned property. You must acquire all relative development and building permits from the City of Lynchburg prior to commencing and following the execution of the AHAP. The term of the PBVs will be 20 years subject to the execution of the Housing Assistance Payment (HAP) contract after all assisted units pass the required Housing Quality Standards (HQS) Inspection.

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

Sincerely,


Mary E. Mayrose
Executive Director



We Do Business In Accordance With the Federal Fair Housing Law

Fax: 434.845.9144 • TTY: 800.828.1120 VA 711

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

Tab R:

Documentation of Operating Budget and Utility
Allowances



Spencer Pointe
March 8, 2022

Operating Budget

Operating Expenses for Spencer Pointe were conservatively estimated based on 2021 actual results from one of Woda Management and Real Estate's Richmond area properties: Liberty Pointe. This project consists of 48 two- and three-bedroom units designated for family tenancy. Therefore, this was deemed to be a comparable property due to geographic location, tenancy, size and building type.

Maintenance expenses and utility estimates for Spencer Pointe are in line with what was seen at Liberty Pointe. Spencer Pointe will have a full-time site manager and service technician. The total annual amount budgeted for these position's payroll are in line with Liberty Pointe. The per unit amount at Spencer Pointe is slightly less due to the larger unit count. Administrative costs for Spencer Pointe were budgeted less than Liberty's actual expenditures since those costs were higher than anticipated. The figure budgeted for Spencer Pointe aligns with administrative expenses at other comparable properties in the Woda Management and Real Estate portfolio.

Spencer Pointe's Real Estate Taxes were based upon the City of Lynchburg's rate of \$1.11/\$100 of assessed value. The assessed value was estimated using the income approach. The Management Fee was calculated at 6% of EGI. Lastly, Replacement Reserves were calculated using the minimum standard of \$300 per unit.

Attached are the 2021 operating expenses for Liberty Pointe compared to Spencer Pointe as well the "Budget" tab of the Spencer Pointe Reservation Application is also attached.

Liberty Pointe (1306)			
Income Statement (with PTD)			
Period = Jan 2021-Dec 2021			
Book = Accrual			
	Liberty Pointe Actual	Liberty Pointe Per Unit	Spencer Pointe Budget/Unit
OPERATING EXPENSES			
MAINTENANCE EXPENSES			
Maintenance Supplies	7,729.59	161.03	
Lawn Care & Supplies	2,837.66	59.12	
Elevator Costs	7,571.35	157.74	
Security Monitoring Contracts	5,556.80	115.77	
Contract Maintenance	3,949.06	82.27	
Plumbing Repairs Services	823.00	17.15	
HVAC Repairs	3,513.00	73.19	
Painting Supplies and Services	4,381.33	91.28	
Janitorial Contracts	440.00	9.17	
Exterminating Contract	1,170.00	24.38	
Security Patrol Services	213.20	4.44	
TOTAL MAINTENANCE EXPENSES	38,184.99	795.52	800
MAINTENANCE PAYROLL			
Maintenance Salary	30,983.88	645.50	
Maintenance Payroll Burden	4,644.34	96.76	
Maintenance Benefits/Insurance	1,547.78	32.25	
TOTAL MAINTENANCE PAYROLL	37,176.00	774.50	725
UTILITIES			
Electric	706.16	14.71	
Electric - Common Area	9,127.87	190.16	
Water	7,164.96	149.27	
Sewer	14,942.03	311.29	
Trash	14,129.60	294.37	
Occupied Unit - Tenant Reimbursements	-2,221.07	-46.27	
Utility Recovery Income	-25,069.69	-522.29	
TOTAL UTILITIES	43,849.55	391.25	450
ADMINISTRATIVE PAYROLL			
Manager Salary	30,768.15	641.00	
Manager Payroll Burden	4,620.40	96.26	
Manager Benefits/Insurance	1,536.48	32.01	
Manager Misc Personal Expenses/Incentives	22.77	0.47	
TOTAL ADMINISTRATIVE PAYROLL	36,947.80	769.75	725
MANAGEMENT FEES			
Base Management Fee	29,143.26	607.15	
TOTAL MANAGEMENT FEES	29,143.26	607.15	545
ADMINISTRATIVE EXPENSES			
Advertising / Marketing / Resident Retention	452.43	9.43	
Audit & Tax Return Fee	5,306.04	110.54	
Bank Charges	151.14	3.15	
Computer Services/Fees	8,249.96	171.87	
Credit/Criminal Reports/Resident Screening	1,077.50	22.45	
Legal/Evictions	10,672.19	222.34	
Office Supplies	2,681.99	55.87	
Postage	158.32	3.30	
Service Coordinator Fees	1,500.00	31.25	
Telephone	3,250.95	67.73	
Internet/Cable	4,032.26	84.01	
Miscellaneous Administrative	324.21	6.75	
TOTAL ADMINISTRATIVE EXPENSES	37,856.99	788.69	680
INSURANCE, TAXES AND LICENSES			
Property Insurance	9,432.00	196.50	300
Property Taxes	23,733.16	494.44	767
TOTAL INSURANCE, TAXES AND LICENSES	33,165.16	690.94	1067
TOTAL OPERATING EXPENSES	256,323.75	5340.08	4992

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

1. Advertising/Marketing				\$1,500
2. Office Salaries				\$0
3. Office Supplies				\$13,750
4. Office/Model Apartment	(type)	\$0
5. Management Fee				\$27,247
6.00% of EGI	\$544.94	Per Unit		
6. Manager Salaries				\$32,250
7. Staff Unit (s)	(type)	\$0
8. Legal				\$4,500
9. Auditing				\$3,000
10. Bookkeeping/Accounting Fees				\$0
11. Telephone & Answering Service				\$4,000
12. Tax Credit Monitoring Fee				\$1,750
13. Miscellaneous Administrative				\$0
Total Administrative				\$87,997

Utilities

14. Fuel Oil				\$0
15. Electricity				\$9,000
16. Water				\$8,000
17. Gas				\$0
18. Sewer				\$5,500
Total Utility				\$22,500

Operating:

19. Janitor/Cleaning Payroll				\$0
20. Janitor/Cleaning Supplies				\$5,000
21. Janitor/Cleaning Contract				\$0
22. Exterminating				\$2,000
23. Trash Removal				\$500
24. Security Payroll/Contract				\$0
25. Grounds Payroll				\$0
26. Grounds Supplies				\$5,000
27. Grounds Contract				\$3,000
28. Maintenance/Repairs Payroll				\$32,250
29. Repairs/Material				\$11,000
30. Repairs Contract				\$0
31. Elevator Maintenance/Contract				\$4,000
32. Heating/Cooling Repairs & Maintenance				\$5,000
33. Pool Maintenance/Contract/Staff				\$0
34. Snow Removal				\$2,000
35. Decorating/Payroll/Contract				\$0
36. Decorating Supplies				\$2,500
37. Miscellaneous				\$4,250
Totals Operating & Maintenance				\$76,500

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes	\$38,350
39. Payroll Taxes	\$5,500
40. Miscellaneous Taxes/Licenses/Permits	\$1,250
41. Property & Liability Insurance	\$15,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$2,500
45. Other Insurance	\$0
Total Taxes & Insurance	\$62,600

Total Operating Expense	\$249,597
--------------------------------	------------------

Total Operating Expenses Per Unit	\$4,992	C. Total Operating Expenses as % of EGI	54.96%
--	----------------	--	---------------

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

Total Expenses	\$264,597
-----------------------	------------------

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



Spencer Pointe
March 8, 2022

Utility Allowance Explanation

Spencer Pointe has two different utility allowances for each bedroom type: one for the Project- Based Vouchers (PBV) units and another for the non-PBV units. The utility allowances for the PBV units were determined using the allowances schedule from the agency issuing the vouchers: Lynchburg Redevelopment and Housing Authority. The utility allowances for the non-PBV units were determined using a third- party analysis conducted by Viridiant. Both documents are attached with this tab.

The “Utilities” tab of the excel reservation application only allows for one utility allowance to be listed by bedroom count. The non-PBV utility allowances, by Viridiant, were recorded and rounded to the nearest dollar. These were the allowances listed since those comprise the majority of the units for each bedroom count. The PBV units are the 8 40% AMI units (4 2BR and 4 3BR). The remaining units do not have vouchers.



February 28, 2022

Gregory Mustric
Woda Cooper Development, Inc
530 S Main St
Norfolk, VA 23523
gmustric@wodagroup.com

RE: Preliminary Utility Allowance for Spencer Pointe

Dear Mr. Mustric,

Please see the following Preliminary Utility Allowance (UA) for Spencer Pointe located in Lynchburg, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	Columbia Gas
Water:	City of Lynchburg	Trash:	N/A
Sewer:	City of Lynchburg		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

EARTHCRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	N/A	\$ 16.31	\$ 19.16	N/A
Air Conditioning	Electric	Tenant	N/A	N/A	\$ 7.61	\$ 8.94	N/A
Cooking	Electric	Tenant	N/A	N/A	\$ 6.53	\$ 7.66	N/A
Lighting	Electric	Tenant	N/A	N/A	\$ 26.10	\$ 30.65	N/A
Hot Water	Electric	Tenant	N/A	N/A	\$ 15.23	\$ 17.88	N/A
Water	-	Tenant	N/A	N/A	\$ 19.03	\$ 22.81	N/A
Sewer	-	Tenant	N/A	N/A	\$ 25.98	\$ 34.64	N/A
Trash	-	Owner	N/A	N/A	\$ -	\$ -	N/A
Total UA costs paid by tenants			\$ -	\$ -	\$ 116.79	\$ 141.75	\$ -

**Allowances only for Spencer Pointe as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Katy Maher

Katy Maher
Project Manager

Utility Allowance Schedule

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169 (7/31/2022)

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

LOCALITY		UNIT TYPE					DATE
Lynchburg Redevelopment and Housing Authority		Garden Apartment 1-4 FLOORS					9/30/2021
UTILITY OR SERVICE	MONTHLY DOLLAR ALLOWANCE						
	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	
HEATING							
a. Natural Gas	\$17	\$21	\$24	\$27	\$31	\$34	
b. Electric	\$23	\$29	\$34	\$41	\$48	\$54	
c. Fuel Oil	\$34	\$41	\$47	\$54	\$63	\$69	
d. Propane	\$36	\$43	\$49	\$56	\$65	\$71	
AIR CONDITIONING	\$8	\$10	\$13	\$17	\$21	\$25	
COOKING							
a. Natural Gas	\$7	\$8	\$9	\$10	\$11	\$11	
b. Electric	\$10	\$11	\$13	\$14	\$15	\$15	
c. Propane	\$15	\$16	\$19	\$21	\$23	\$23	
OTHER ELECTRIC	\$28	\$30	\$34	\$39	\$43	\$51	
WATER HEATING							
a. Natural Gas	\$11	\$15	\$19	\$26	\$34	\$43	
b. Electric	\$11	\$18	\$25	\$39	\$55	\$70	
c. Fuel Oil	\$18	\$24	\$30	\$42	\$56	\$69	
d. Propane	\$23	\$31	\$39	\$55	\$72	\$90	
WATER							
a. City of Lynchburg	\$16	\$20	\$24	\$33	\$37	\$41	
SEWER							
a. City of Lynchburg	\$10	\$19	\$29	\$48	\$57	\$67	
TRASH COLLECTION	\$0	\$0	\$0	\$0	\$0	\$0	
REFRIGERATOR	\$5	\$5	\$5	\$5	\$5	\$5	
RANGE	\$4	\$4	\$4	\$4	\$4	\$4	
OTHER: Natural Gas Base Rate	\$20	\$20	\$20	\$20	\$20	\$20	

ACTUAL FAMILY ALLOWANCES: (To be used by family to complete allowance. Complete below for Actual Unit Rented)		UTILITY OR SERVICE	PER MONTH
NAME OF FAMILY	ADDRESS OF UNIT	HEATING	\$
		AIR CONDITIONING	\$
		COOKING	\$
		OTHER ELECTRIC	\$
		WATER HEATING	\$
		WATER	\$
		SEWER	\$
		TRASH COLLECTION	\$
		REFRIGERATOR	\$
		RANGE	\$
		OTHER	\$
NUMBER OF BEDROOMS		TOTAL	\$

Tab S:

Supportive Housing Certification

NOT APPLICABLE

Tab T:

Funding Documentation



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com

500 South Front St
10th Floor
Columbus, Ohio 43215

Tab T
Funding Documentation

The required documentation for Tab T is not applicable to Spencer Pointe.

Tab U:

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



**Virginia Housing
Free Housing Education Acknowledgement**

I _____, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here: www.virginiahousing.com/renters.

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: _____

Resident Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

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

RIGHT OF FIRST REFUSAL AGREEMENT
Spencer Pointe Apartments

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among **SPENCER POINTE LIMITED PARTNERSHIP**, a Virginia limited liability company (the “Owner” or the “Company”), **BAY AGING**, a Virginia non-stock nonprofit corporation (the “Grantee”), and is consented to by **WODA COOPER GENERAL PARTNER, LLC**, an Ohio limited liability company (the “General Partner”), **[INVESTOR ENTITY]**, a [[_____]_____] limited liability company (the “Investor Member”) and **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [_____]_____] limited liability company (the “Special Member”). The General Partner, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

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

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

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

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

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

Section 1. Right of First Refusal

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

Section 2. Exercise of Refusal Right; Purchase Price

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

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

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent

partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

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

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

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

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

Section 4. Conditions Precedent; Termination

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

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

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

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

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

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

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

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

Section 5. Contract and Closing

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

Section 6. Conveyance and Condition of the Property

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

Section 7. Transfer

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

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

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

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of

Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

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

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

Section 10. Notice

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

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

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

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

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

Section 13. Counterparts

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

Section 14. Governing Law

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

Section 15. Headings

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

Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

**SPENCER POINTE LIMITED
PARTNERSHIP**, a Virginia limited liability
company

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

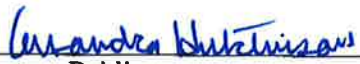
By: Woda Cooper General Partner,
LLC, an Ohio limited liability
company, its managing member

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

By: 

COMMONWEALTH OF OHIO)
)
CITY/COUNTY OF FRANKLIN)

On March 9, 2022, before me, the undersigned, a notary public in and for said state, personally appeared **David Cooper, Jr.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the managing member of Woda Cooper Communities, LLC, the sole member of Woda Cooper General Partner, LLC, the managing member of Spencer Pointe GP, LLC, the general partner of **Spencer Pointe Limited Partnership** and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: January 19, 2027

Registration No.: 2022-RE-843279



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

GRANTEE:

BAY AGING

, a Virginia non-stock nonprofit corporation

By: Kathy E. Vesley
Name: Kathy E. Vesley
Title: President & CEO

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Middlesex)

On March 09, 2022, before me, the undersigned, a notary public in and for said state, personally appeared Kathy E. Vesley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President & CEO, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Stephanie Mary Hutton
Notary Public

Commission expires: 11/30/2022

Registration No.: 7780473



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

INVESTOR MEMBER:

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

By: []

By: _____

SPECIAL MEMBER:

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

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

By: _____

STATE OF _____)
)
CITY/COUNTY OF _____)

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

Notary Public

Commission expires:

EXHIBIT A

LEGAL DESCRIPTION

That certain tract or parcel of land, together with the buildings and improvements thereon, and the privileges and appurtenances thereunto belonging, situate, lying and being in the City of Lynchburg, Virginia, and a small portion thereof lying and being in Bedford County, Virginia, which said property lies a short distance north of Route 126, Graves Mill Road, and containing 10.949 acres as shown on plat made by Erskine W. Proffitt, C.L.S., dated July 11, 1986, entitled "Plat Showing Property of Christine S. Carpenter Graves Mill Road...", which said plat is recorded in the Lynchburg, Virginia Circuit Court Clerk's Office in Plat Cabinet 2, Slide 273 (the "Property").

Tab W:

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



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com

500 South Front St
10th Floor
Columbus, Ohio 43215

3/1/2022

JD Bondurant
Director of LIHTC Programs
Virginia Housing
601 S. Belvidere Street
Richmond, VA 23220

Re: Internet Service

Dear Mr. Bondurant:

Please be advised that Spencer Pointe will provide free individual Wi-Fi internet service for all units per the QAP and Tax Credit Manual for 12 points. Free community room Wi-Fi restricted to development residents will also be provided per the QAP and Tax Credit Manual. There will be a rotating password and only accessible to residents. The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

The internet service provided will be 10 Mbps download and 3 Mbps upload.

Please see the following attached documents that will also be provided to residents:

- Draft Resident Acknowledgement Form
- Internet Security Plan
- Resident Internet Education Information

In addition, the development team will include the resident education and form in all resident files.

Sincerely,

WODA COOPER DEVELOPMENT, INC.

David Cooper, Jr.
Executive Vice President & General Counsel



Resident Acknowledgement Form

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have been provided a copy and have thoroughly reviewed the Internet Security Plan and Resident Internet Education Information and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

Furthermore, I acknowledge that free individual Wi-Fi internet service will be provided. I agree to use good judgement when using the free Wi-Fi internet service. I agree to avoid downloading questionable applications, and I agree to report any questionable applications links and emails. I have read the Rules of Operation above and I will abide by them.

By: _____

Name (Print): _____

Date: _____



SPENCER POINTE

INTERNET SECURITY PLAN

The internet service in the community room will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

Resident Internet Education Information



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

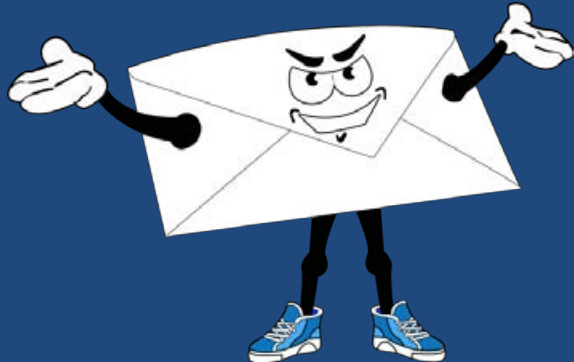
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



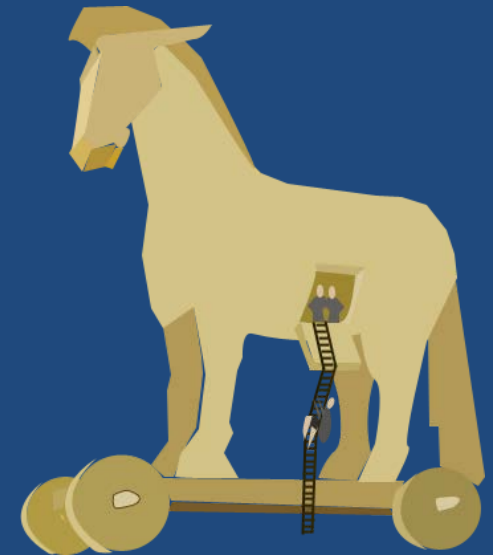
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a “zombie computer”. “Zombie computers” can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-what-is.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

Spencer Pointe

Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Spencer Pointe will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

Woda Management & Real Estate, LLC (“WMRE”) will be responsible for the management of Spencer Pointe. WMRE will be responsible for all of the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, WMRE will be responsible for the development and management of community and resident services program. There will be a property manager on-site at Spencer Pointe. The files will also be kept on-site at Spencer Pointe.

Spencer Pointe Limited Partnership and WMRE commit to providing a first preference on its waiting list for persons with an intellectual or developmental disability (ID/DD) for the greater of 5 units or 10% of the units. As mentioned in Section II. Marketing and Outreach, Spencer Pointe Limited Partnership and WMRE will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) and Virginia Department of Behavioral Health and Developmental Services (DBHDS). WMRE will retain tenant verification letters, and the Acknowledgement and Settlement Agreement Target Population Status. Developmental Disability units will be confirmed by VHDA; Elizabeth Seward, Director, Statewide Housing Initiatives, (804)-343-5615.

I. Affirmative Marketing

WMRE is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. WMRE, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and

credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure. Any resident who has questions not answered by the housing staff will be referred to the Regional Director of WMRE.

II. Marketing and Outreach

WMRE will locate people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

WMRE will contact local centers for independent living and disability services boards and other service organizations via phone and printed communication. Additionally, WMRE will notify such organizations of vacancies. The contacts will include the following organizations:

- Lynchburg Social Services.: 434-455-5850
- Support Services of Virginia, Inc-Lynchburg: 434-316-0078
- Social Services Campbell County: 434-592-9585
- Central Virginia Community Services: 434-332-5149
- Virginia Department for Aging and Rehabilitative Services: 804-662-7000 and 804-714-2021
- Virginia Association of Community Services Boards: 804-330-3141
- Department of Aging and Rehabilitative Services: 804-662-7000
- Department of Veterans Services: 877-285-1299
- Continuum of Care Organizations
- Virginia Board for People with Disabilities: 804-786-0016
- Centers for Independent Living
 - Disability Resource Center: 804-353-6503
 - Access Independence: 804-353-6583
- **Virginia Department of Medical Assistance Services (DMAS): 804-786-7933**

- **Virginia Department of Behavioral Health and Developmental Services (DBHDS): 804-786-3921**
- Any other appropriate resource agencies/organizations, non-profits that assist persons with disabilities, churches, veteran's organizations, service clubs (Rotary, Kiwanis, Ruritan, VFW), patient services of local hospitals and nursing homes
- Places of employment, unemployment offices, welfare and post offices, grocery stores, churches, community halls, public transportation centers, and local non-profit organizations

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A "first preference" will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.
- Elizabeth Seward, Director, Statewide Housing Initiatives, (804) 343-5615, elizabeth.seward@vhda.com

2. Internet Search and Digital Advertising

Woda Management & Real Estate, LLC will also list the property on the following websites at the start of lease up and for the duration of the compliance period:

- The property will be listed on www.virginiahousingsearch.com, which includes information on amenities available for the Target Population(s). It will be listed at the start of lease up and for the duration of the compliance period.
- www.hud.gov
- www.craigslist.org
- www.accessva.org
- dbhds.virginia.gov
- Other applicable apartment listing websites

3. Print Media

Print media sources will also be identified in the area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited

to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact the units for people with disabilities are available.

4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the project newsletter announcing the tenant referral program.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochures can be produced at low cost which will effectively sell the apartments and community. This brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50-\$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers should be changed several times each year to reflect the season or any type of special referral program.

III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Regional Manager at WMRE directly. WMRE encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, churches, mosques, and synagogues, city officials, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Management Office will be open Monday through Thursday from 9:00 A.M. to 2:00 P.M. Applicants will be processed at the Management Office in accordance with approved criteria. Move-in process and orientation to property - applicants meet with the Housing Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

On-site staff will perform housekeeping/home visits, check previous landlord and personal references, verify income, perform criminal/sex offender and credit background checks for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New tenants will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection will include maximum income standards under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low- Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Application Processing

Application processing will be done by the housing staff at the Management Office, well versed in Fair Credit Law. As stated before, the processing will include a review of prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The on-site staff will make further review for inaccuracies in the application.

The annual income and family composition are the key factors for determining eligibility. However, the Property Manager will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below your threshold, but you have determined the applicant has no bad credit and no negative rental history and no criminal history and enough income to qualify, then you can conditionally approve the application after you have contacted the prior landlord. In these cases, the application must be reviewed by the Associate Director before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
 - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.

- There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
 - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Spencer Pointe is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability if required.
- Applicants must provide a birth certificate or other acceptable HUD approved forms of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.

- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

Held Vacant for 60 Days

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-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 60-point Unit or a 30-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 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

NOT APPLICABLE

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

SWaM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Spencer Pointe Limited Partnership

Name of SWaM Service Provider The Hyperion Group, Inc.

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
☒ consulting services to complete the LIHTC application;
☒ ongoing development services through the placed in service date;
☐ general contractor;
☐ architect;
☐ property manager;
☐ accounting services; or
☐ legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

The Hyperion Group, Inc. was engaged prior to application submission as a consultant to the Applicant for purposes of estimating construction costs, particularly in the provision of HVAC systems, plumbing, and green certification strategy. Further, if awarded credits, the Applicant plans to engage The Hyperion Group, Inc. as a subcontractor in its areas of expertise during construction until the project is placed in service.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Spencer Pointe Limited Partnership

Name of Applicant



Signature of Applicant

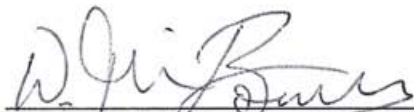
David Cooper, Jr. - Authorized Member of the General Partner

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

The Hyperion Group, Inc.

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

W. Travis Bowers, Owner & CEO

Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

THE HYPERION GROUP, INC.

is a certified Small, Minority Owned
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 675826

Valid Through: Jul 30, 2023

Accordingly Certified

A handwritten signature in blue ink, reading "Tracey G. Wiley".

Tracey G. Wiley, Director



Tab AA:

Priority Letter from Rural Development

NOT APPLICABLE

Tab AB:

Socially Disadvantaged Population
Documentation

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Bruce Watts

LIHTC Applicant Name Spencer Pointe Limited Partnership

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

INSTRUCTIONS:

Please complete either IA or 1B and also provide a complete response to II. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.

I. SOCIAL DISADVANTAGE

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

☒ Black American

☐ Hispanic American

☐ Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

☐ Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

☐ Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. _____ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

Bruce Watts will own 25% of the general partner interest in Spencer Pointe Limited Partnership. Please see organizational chart for verification.

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Spencer Pointe Limited Partnership
Name of Applicant



Signature of Applicant

Authorized Member of the General Partner
Printed Name and Title of Authorized Signer

PRINCIPAL:



Signature of Qualifying Principal

Bruce Watts – Member of Spencer Pointe GP, LLC
Printed Name and Title of Qualifying Principal