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# 2024 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### **Deadline for Submission**

#### 9% Competitive Credits

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

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2024 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 14, 2024**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only via your specific Procorem workcenter.**

There should be **distinct files** which should include the following:

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

| Name               | Email  | Phone Number   |
|--------------------|--|----------------|
| Stephanie Flanders | <a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a> | (804) 343-5939 |
| Jonathan Kinsey    | <a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>       | (804) 584-4717 |

|                 |  |                |
|-----------------|--|----------------|
| Phil Cunningham | <a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a> | (804) 343-5514 |
| Lauren Dillard  | <a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>         | (804) 584-4729 |
| Jaki Whitehead  | <a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>         | (804) 343-5861 |
| Hadia Ali       | <a href="mailto:hadia.ali@virginiahousing.com">hadia.ali@virginiahousing.com</a>                   | (804) 343-5873 |

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## 2024 Low-Income Housing Tax Credit Application For Reservation

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

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

VHDA TRACKING NUMBER

2024-TEB-17

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 12/22/2023

1. Development Name: Oak Park & Colonial Hall Apartments
2. Address (line 1): Oak: 1412 Berkley Avenue  
 Address (line 2): Colonial: 3412 Colonial Avenue  
 City: Norfolk State: VA Zip: 23523 / 23508
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000  
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of Norfolk 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: 0005100 (51) / 51710002900
7. Development is located in a **Qualified Census Tract**..... TRUE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** ..... FALSE
10. Development is located in a **Revitalization Area designated by resolution** ..... FALSE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)

|  |              |              |              |
|--|--------------|--------------|--------------|
| 12. Development is located in a census tract with a household poverty rate of..... | 3%           | 10%          | 12%          |
|  | <u>FALSE</u> | <u>FALSE</u> | <u>FALSE</u> |

Enter only Numeric Values below:

13. Congressional District: 3
- Planning District: 23
- State Senate District: 5
- State House District: 89

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

Substantial Renovation of Project-based Section 8 HAP property. Applicant acquired the property in December 2021.

15. Local Needs and Support

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

VHDA TRACKING NUMBER

2024-TEB-17

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 12/22/2023

Chief Executive Officer's Name: Larry Filer  
 Chief Executive Officer's Title: City Manager Phone: (757) 664-4242  
 Street Address: 810 Union Street, Suite 1101  
 City: Norfolk State: VA Zip: 23510

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

or

b. If requesting Tax Exempt Bond credits, select development type:

For Tax Exempt Bonds, where are bonds being issued?

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

**Skip to Number 4 below.**

**2. Type(s) of Allocation/Allocation Year**

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2024, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2024 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

**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? .....

**5. Planned Combined 9% and 4% Developments**

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

If true, provide name of companion development:

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

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

Total Units within 9% allocation request?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% of units in 4% Tax Exempt Allocation Request:

**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:**

**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.

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

a. Owner Name: Standard Lexington Park Venture LP

Developer Name: Standard Communities

Contact: M/M ▶ Mr. First: Steven MI: M Last: Kahn

Address: 575 Madison Avenue, Ste 801

City: New York St. ▶ NY Zip: 10022

Phone: (646) 695-3053 Ext.  Fax:

Email address: skahn@standard-communities.com

Federal I.D. No. 872887089 (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.

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
  - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
  - c. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
  - d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

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

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

**2. Developer Experience:**

*May select one or more of the following choices:*

- FALSE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.  
**Action:** Provide one 8609 from qualifying development.
- TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)  
**Action:** Provide one 8609 from each qualifying development.
- FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.  
**Action:** Provide documentation as stated in the manual.

**D. SITE CONTROL**

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

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

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

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

**1. Type of Site Control by Owner:**

Applicant controls site by (select one):

Select Type:  Deed

Expiration Date: \_\_\_\_\_

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

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

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

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

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

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

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

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

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

**3. Seller Information:**

Name:

Address:

City:  St.:  Zip:

Contact Person:  Phone:

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



**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:         |   | This is a Related Entity. | FALSE          |
| Firm Name:               |   | DEI Designation?          | FALSE          |
| Address:                 |   |                           |                |
| Email:                   |   | Phone:                    |                |
| 2. Tax Accountant:       |   | This is a Related Entity. | FALSE          |
| Firm Name:               |   | DEI Designation?          | FALSE          |
| Address:                 |   |                           |                |
| Email:                   |   | Phone:                    |                |
| 3. Consultant:           | Ryne Johnson  | This is a Related Entity. | FALSE          |
| Firm Name:               | Astoria LLC   | DEI Designation?          | FALSE          |
| Address:                 | 3450 Lady Marian Court, Midlothian, VA 231            | Role:                     | President      |
| Email:                   | rynejohnson@astoriallc.com                            | Phone:                    | (804) 320-0585 |
| 4. Management Entity:    | The Franklin Johnston Group                           | This is a Related Entity. | FALSE          |
| Firm Name:               | The Franklin Johnston Group                           | DEI Designation?          | FALSE          |
| Address:                 | 300 32nd Street, Suite 310, Virginia Beach, VA 23451  |                           |                |
| Email:                   | cmckee@tfjgroup.com                                   | Phone:                    | (757) 965-6200 |
| 5. Contractor:           |   | This is a Related Entity. | FALSE          |
| Firm Name:               |   | DEI Designation?          | FALSE          |
| Address:                 |   |                           |                |
| Email:                   |   | Phone:                    |                |
| 6. Architect:            | Brian Hoehn   | This is a Related Entity. | FALSE          |
| Firm Name:               | Hooker Dejong Inc.                                    | DEI Designation?          | FALSE          |
| Address:                 | 549 Ottawa Ave NW, Suite 102, Grand Rapids, MI 49503  |                           |                |
| Email:                   | brianh@hdjinc.com                                     | Phone:                    | (616) 635-4068 |
| 7. Real Estate Attorney: | Allison Domson  | This is a Related Entity. | FALSE          |
| Firm Name:               | Williams Mullen                                       | DEI Designation?          | FALSE          |
| Address:                 | 200 South 10th Street, Suite 1600, Richmond, VA 23219 |                           |                |
| Email:                   | adomson@williamsmullen.com                            | Phone:                    | (804) 420-6915 |
| 8. Mortgage Banker:      |   | This is a Related Entity. | FALSE          |
| Firm Name:               |   | DEI Designation?          | FALSE          |
| Address:                 |   |                           |                |
| Email:                   |   | Phone:                    |                |
| 9. Other:                | Michael Graff   | This is a Related Entity. | FALSE          |
| Firm Name:               | McGuire Woods LLP                                     | DEI Designation?          | FALSE          |
| Address:                 | 1750 Tysons Blvd, Suite 1800, Tysons, VA 22           | Role:                     | Bond Counsel   |
| Email:                   | mgraft@mcguirewoods.com                               | Phone:                    | (703) 712-5110 |

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

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

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

b. This development has received a previous allocation of credits..... **TRUE**  
 If so, when was the most recent year that this development received credits? .... **2003**

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

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

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

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

**2. Ten-Year Rule For Acquisition Credits**

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

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

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

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

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

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

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

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

d. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**3. Rehabilitation Credit Information**

**F. REHAB INFORMATION**

---

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

G. NONPROFIT INVOLVEMENT

Applications for 9% Credits - Section 1 must be completed in order to compete in the Non Profit tax credit pool.

All Applicants - Section 2 must be completed to obtain points for nonprofit involvement.

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

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

Name: [Yellow box]

Contact Person: [Yellow box]

Street Address: [Yellow box]

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

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

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

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

**G. NONPROFIT INVOLVEMENT**

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

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

**Action:** Provide Option or Right of First Refusal in recordable form using Virginia Housing's template. **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:** \_\_\_\_\_

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

**Name of Local Housing Authority** \_\_\_\_\_

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

**Action:** Provide Homeownership Plan **(TAB N)** and contact Virginia Housing for a Pre-Application M

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

|   |         |          |                     |
|---|---------|----------|---------------------|
| a. Total number of <b>all</b> units in development  | 80      | bedrooms | 112                 |
| Total number of <b>rental</b> units in development  | 80      | bedrooms | 112                 |
| Number of low-income rental units   | 80      | bedrooms | 112                 |
| Percentage of rental units designated low-income  | 100.00% |          |                     |
| b. Number of new units:.....  | 0       | bedrooms | 0                   |
| Number of adaptive reuse units: .....   | 0       | bedrooms | 0                   |
| Number of rehab units:.....   | 80      | bedrooms | 112                 |
| 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.....   |         |          | 59,590.00 (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.....  |         |          | 59,590.00 (Sq. ft.) |
| h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....  |         |          | 0.00%               |
| i. Exact area of site in acres .....  | 1.854   |          |                     |
| j. Locality has approved a final site plan or plan of development.....<br>If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).                         |         |          | FALSE               |
| k. Requirement as of 2016: Site must be properly zoned for proposed development.<br><b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> ) |         |          |                     |
| 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.

**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                  |



**H. STRUCTURE AND UNITS INFORMATION**

|  |         |                         |       |
|--|---------|-------------------------|-------|
| e. Laundry facilities.....   | TRUE    | j. Sports Activity Ct.. | FALSE |
|  |         | k. Other:               |       |
| l. Describe Community Facilities:  | Laundry |                         |       |
| m. Number of Proposed Parking Spaces   | 47      |                         |       |
| Parking is shared with another entity  | FALSE   |                         |       |
| n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. | TRUE    |                         |       |

If **True**, Provide required documentation (**TAB K2**).

**5. Plans and Specifications**

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

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

**J. ENHANCEMENTS**

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

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

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater. The HERS report should be completed for the whole development and not an individual unit.

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

**ACTION:** Provide RESNET rater certification of Development Plans (**Tab F**)

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

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 100.00% b1. Percentage of brick covering the exterior walls.
- 0.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
  - f. *Not applicable for 2024 Cycles*
- FALSE g. Each unit is provided free individual broadband/high speed internet access.  
or  
(both access point categories have a minimum upload/download speed per manual.)
- FALSE 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
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features as defined in the manual  
or
- TRUE l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.  
or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at **Tab F**.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

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

**2. Green Certification**

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

- 4.  TRUE 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.**

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided.
- 100.00% b1. Percentage of brick covering the exterior walls.
- 0.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2022 Cycles*
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE 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
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system

J. ENHANCEMENTS

(for the benefit of the tenants)

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

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

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

**2. Green Certification**

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

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

0% of Total Rental Units

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

If not, please explain:

[Empty text box for explanation]

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**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 Gas

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

- |                     |              |                |              |
|---------------------|--------------|----------------|--------------|
| Water?              | <u>TRUE</u>  | Heat?          | <u>FALSE</u> |
| Hot Water?          | <u>TRUE</u>  | AC?            | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer?         | <u>TRUE</u>  |
| Cooking?            | <u>FALSE</u> | Trash Removal? | <u>TRUE</u>  |

| Utilities  | Enter Allowances by Bedroom Size |      |      |      |      |
|--|----------------------------------|------|------|------|------|
|  | 0-BR                             | 1-BR | 2-BR | 3-BR | 4-BR |
| Heating  | 0                                | 0    | 0    | 0    | 0    |
| Air Conditioning                                 | 0                                | 0    | 0    | 0    | 0    |
| Cooking  | 0                                | 0    | 0    | 0    | 0    |
| Lighting   | 0                                | 69   | 89   | 0    | 0    |
| Hot Water  | 0                                | 0    | 0    | 0    | 0    |
| Water  | 0                                | 0    | 0    | 0    | 0    |
| Sewer  | 0                                | 0    | 0    | 0    | 0    |
| Trash  | 0                                | 0    | 0    | 0    | 0    |
| Total utility allowance for costs paid by tenant | \$0                              | \$69 | \$89 | \$0  | \$0  |

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**FALSE**

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

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

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

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

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

**FALSE**

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

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

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

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

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

**FALSE**

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

**FALSE**

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

**FALSE**

Supportive Housing (as described in the Tax Credit Manual)

**FALSE**

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

**Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

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

**K. SPECIAL HOUSING NEEDS**

displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

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

**3. Leasing Preferences**

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

Organization which holds waiting list: \_\_\_\_\_

Contact person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **0**  
% of total Low Income Units **0%**

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

[Download Current CMA List from VirginiaHousing.com](http://VirginiaHousing.com)

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

**4. Target Population Leasing Preference**

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

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

First Name: **Chris**

Last Name: **McKee**

Phone Number: **(757) 965-6200** Email: **cmckee@tfjgroup.com**

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

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

**K. SPECIAL HOUSING NEEDS**

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

**6. Rental Assistance**

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

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

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

FALSE Section 8 New Construction Substantial Rehabilitation

FALSE Section 8 Moderate Rehabilitation

FALSE Section 811 Certificates

TRUE Section 8 Project Based Assistance

FALSE RD 515 Rental Assistance

FALSE Section 8 Vouchers  
\*Administering Organization: \_\_\_\_\_

FALSE State Assistance  
\*Administering Organization: \_\_\_\_\_

FALSE Other: \_\_\_\_\_

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

FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 80

How many years in rental assistance contract? 20.00

Expiration date of contract: \_\_\_\_\_

There is an Option to Renew..... TRUE

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

**7. Public Housing Revitalization**

Is this development replacing or revitalizing Public Housing Units? FALSE

If so, how many existing Public Housing units? 0

**K. SPECIAL HOUSING NEEDS**

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

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

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

**FALSE**

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

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

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

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

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

**FALSE**

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

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



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**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: [redacted]

Organization which holds waiting list: [redacted]

Contact person: [redacted]

Title: [redacted]

Phone Number: [redacted]

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: [redacted] 0
% of total Low Income Units 0%

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

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

4. Target Population Leasing Preference

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

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

First Name: Chris

Last Name: McKee

Phone Number: (757) 965-6200 Email: cmckee@tfjgroup.com

**K. SPECIAL HOUSING NEEDS**

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

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

**6. Rental Assistance**

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

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

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

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

FALSE

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

d. Number of units receiving assistance:   
 How many years in rental assistance contract?   
 Expiration date of contract: \_\_\_\_\_  
 There is an Option to Renew.....  TRUE

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

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

**L. UNIT DETAILS**

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

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

**a. Units Provided Per Household Type:**

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

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

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

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

c. The development plans to utilize average income testing:  FALSE

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

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

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

| Unit Type (Select One) | Rent Target (Select One) | # of Units | 504 compliant | Net Rentable Square Feet | Monthly Rent Per Unit | Total Monthly Rent |
|------------------------|--------------------------|------------|---------------|--------------------------|-----------------------|--------------------|
| Mix 1 1 BR - 1 Bath    | 60% AMI                  | 20         |               | 600.00                   | \$1,550.00            | \$31,000           |
| Mix 2 2 BR - 1 Bath    | 60% AMI                  | 20         |               | 800.00                   | \$1,700.00            | \$34,000           |
| Mix 3 1 BR - 1 Bath    | 60% AMI                  | 28         |               | 500.00                   | \$1,850.00            | \$51,800           |
| Mix 4 2 BR - 1 Bath    | 60% AMI                  | 12         |               | 785.00                   | \$3,060.00            | \$24,720           |
| Mix 5                  |                          |            |               |                          |                       | \$0                |
| Mix 6                  |                          |            |               |                          |                       | \$0                |
| Mix 7                  |                          |            |               |                          |                       | \$0                |
| Mix 8                  |                          |            |               |                          |                       | \$0                |
| Mix 9                  |                          |            |               |                          |                       | \$0                |
| Mix 10                 |                          |            |               |                          |                       | \$0                |
| Mix 11                 |                          |            |               |                          |                       | \$0                |
| Mix 12                 |                          |            |               |                          |                       | \$0                |
| Mix 13                 |                          |            |               |                          |                       | \$0                |
| Mix 14                 |                          |            |               |                          |                       | \$0                |
| Mix 15                 |                          |            |               |                          |                       | \$0                |
| Mix 16                 |                          |            |               |                          |                       | \$0                |
| Mix 17                 |                          |            |               |                          |                       | \$0                |
| Mix 18                 |                          |            |               |                          |                       | \$0                |
| Mix 19                 |                          |            |               |                          |                       | \$0                |
| Mix 20                 |                          |            |               |                          |                       | \$0                |
| Mix 21                 |                          |            |               |                          |                       | \$0                |
| Mix 22                 |                          |            |               |                          |                       | \$0                |
| Mix 23                 |                          |            |               |                          |                       | \$0                |
| Mix 24                 |                          |            |               |                          |                       | \$0                |
| Mix 25                 |                          |            |               |                          |                       | \$0                |
| Mix 26                 |                          |            |               |                          |                       | \$0                |
| Mix 27                 |                          |            |               |                          |                       | \$0                |
| Mix 28                 |                          |            |               |                          |                       | \$0                |
| Mix 29                 |                          |            |               |                          |                       | \$0                |
| Mix 30                 |                          |            |               |                          |                       | \$0                |
| Mix 31                 |                          |            |               |                          |                       | \$0                |
| Mix 32                 |                          |            |               |                          |                       | \$0                |
| Mix 33                 |                          |            |               |                          |                       | \$0                |
| Mix 34                 |                          |            |               |                          |                       | \$0                |
| Mix 35                 |                          |            |               |                          |                       | \$0                |
| Mix 36                 |                          |            |               |                          |                       | \$0                |
| Mix 37                 |                          |            |               |                          |                       | \$0                |
| Mix 38                 |                          |            |               |                          |                       | \$0                |
| Mix 39                 |                          |            |               |                          |                       | \$0                |
| Mix 40                 |                          |            |               |                          |                       | \$0                |
| Mix 41                 |                          |            |               |                          |                       | \$0                |
| Mix 42                 |                          |            |               |                          |                       | \$0                |
| Mix 43                 |                          |            |               |                          |                       | \$0                |
| Mix 44                 |                          |            |               |                          |                       | \$0                |
| Mix 45                 |                          |            |               |                          |                       | \$0                |
| Mix 46                 |                          |            |               |                          |                       | \$0                |
| Mix 47                 |                          |            |               |                          |                       | \$0                |
| Mix 48                 |                          |            |               |                          |                       | \$0                |
| Mix 49                 |                          |            |               |                          |                       | \$0                |
| Mix 50                 |                          |            |               |                          |                       | \$0                |
| Mix 51                 |                          |            |               |                          |                       | \$0                |
| Mix 52                 |                          |            |               |                          |                       | \$0                |
| Mix 53                 |                          |            |               |                          |                       | \$0                |
| Mix 54                 |                          |            |               |                          |                       | \$0                |
| Mix 55                 |                          |            |               |                          |                       | \$0                |
| Mix 56                 |                          |            |               |                          |                       | \$0                |
| Mix 57                 |                          |            |               |                          |                       | \$0                |
| Mix 58                 |                          |            |               |                          |                       | \$0                |
| Mix 59                 |                          |            |               |                          |                       | \$0                |
| Mix 60                 |                          |            |               |                          |                       | \$0                |
| Mix 61                 |                          |            |               |                          |                       | \$0                |
| Mix 62                 |                          |            |               |                          |                       | \$0                |
| Mix 63                 |                          |            |               |                          |                       | \$0                |
| Mix 64                 |                          |            |               |                          |                       | \$0                |
| Mix 65                 |                          |            |               |                          |                       | \$0                |
| Mix 66                 |                          |            |               |                          |                       | \$0                |
| Mix 67                 |                          |            |               |                          |                       | \$0                |
| Mix 68                 |                          |            |               |                          |                       | \$0                |
| Mix 69                 |                          |            |               |                          |                       | \$0                |
| Mix 70                 |                          |            |               |                          |                       | \$0                |
| Mix 71                 |                          |            |               |                          |                       | \$0                |
| Mix 72                 |                          |            |               |                          |                       | \$0                |
| Mix 73                 |                          |            |               |                          |                       | \$0                |
| Mix 74                 |                          |            |               |                          |                       | \$0                |
| Mix 75                 |                          |            |               |                          |                       | \$0                |
| Mix 76                 |                          |            |               |                          |                       | \$0                |
| Mix 77                 |                          |            |               |                          |                       | \$0                |
| Mix 78                 |                          |            |               |                          |                       | \$0                |
| Mix 79                 |                          |            |               |                          |                       | \$0                |
| Mix 80                 |                          |            |               |                          |                       | \$0                |
| Mix 81                 |                          |            |               |                          |                       | \$0                |
| Mix 82                 |                          |            |               |                          |                       | \$0                |
| Mix 83                 |                          |            |               |                          |                       | \$0                |
| Mix 84                 |                          |            |               |                          |                       | \$0                |
| Mix 85                 |                          |            |               |                          |                       | \$0                |
| Mix 86                 |                          |            |               |                          |                       | \$0                |
| Mix 87                 |                          |            |               |                          |                       | \$0                |
| Mix 88                 |                          |            |               |                          |                       | \$0                |
| Mix 89                 |                          |            |               |                          |                       | \$0                |
| Mix 90                 |                          |            |               |                          |                       | \$0                |
| Mix 91                 |                          |            |               |                          |                       | \$0                |
| Mix 92                 |                          |            |               |                          |                       | \$0                |
| Mix 93                 |                          |            |               |                          |                       | \$0                |
| Mix 94                 |                          |            |               |                          |                       | \$0                |
| Mix 95                 |                          |            |               |                          |                       | \$0                |
| Mix 96                 |                          |            |               |                          |                       | \$0                |
| Mix 97                 |                          |            |               |                          |                       | \$0                |
| Mix 98                 |                          |            |               |                          |                       | \$0                |
| Mix 99                 |                          |            |               |                          |                       | \$0                |
| Mix 100                |                          |            |               |                          |                       | \$0                |
| <b>TOTALS</b>          |                          | <b>80</b>  | <b>0</b>      |                          |                       | <b>\$141,520</b>   |

|             |    |                  |              |           |
|-------------|----|------------------|--------------|-----------|
| Total Units | 80 | Net Rentable SF: | TC Units     | 50,820.00 |
|             |    |                  | MKT Units    | 0.00      |
|             |    |                  | Total NR SF: | 50,820.00 |

Floor Space Fraction (to 7 decimals) 100.000000%

**L. UNIT DETAILS**

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

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

**a. Units Provided Per Household Type:**

| Income Levels |            |                 |
|---------------|------------|-----------------|
| # of Units    | % of Units |                 |
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| 0             | 0.00%      | 30% Area Median |
| 0             | 0.00%      | 40% Area Median |
| 0             | 0.00%      | 50% Area Median |
| 80            | 100.00%    | 60% Area Median |
| 0             | 0.00%      | 70% Area Median |
| 0             | 0.00%      | 80% Area Median |
| 0             | 0.00%      | Market Units    |
| 80            | 100.00%    | <b>Total</b>    |

| Rent Levels |            |                 |
|-------------|------------|-----------------|
| # of Units  | % of Units |                 |
| 0           | 0.00%      | 20% Area Median |
| 0           | 0.00%      | 30% Area Median |
| 0           | 0.00%      | 40% Area Median |
| 0           | 0.00%      | 50% Area Median |
| 80          | 100.00%    | 60% Area Median |
| 0           | 0.00%      | 70% Area Median |
| 0           | 0.00%      | 80% Area Median |
| 0           | 0.00%      | Market Units    |
| 80          | 100.00%    | <b>Total</b>    |

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

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

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

*Daniel Layman*  
 Digitally signed by 2251972TMG  
 Date: 2023.12.22 08:36:05 -05'00'  
**Architect of Record initial here that the information below is accurate per certification statement within this application.**

|       | Unit Type (Select One) | Rent Target (Select One) | Number of Units | # of Units 504 compliant | Net Rentable Square Feet | Monthly Rent Per Unit | Total Monthly Rent |
|-------|------------------------|--------------------------|-----------------|--------------------------|--------------------------|-----------------------|--------------------|
| Mix 1 | 1 BR - 1 Bath          | 60% AMI                  | 20              |                          | 600.00                   | \$1,550.00            | \$31,000           |
| Mix 2 | 2 BR - 1 Bath          | 60% AMI                  | 20              |                          | 800.00                   | \$1,700.00            | \$34,000           |
| Mix 3 | 1 BR - 1 Bath          | 60% AMI                  | 28              |                          | 500.00                   | \$1,850.00            | \$51,800           |
| Mix 4 | 2 BR - 1 Bath          | 60% AMI                  | 12              |                          | 735.00                   | \$2,060.00            | \$24,720           |
| Mix 5 |                        |                          |                 |                          |                          |                       | \$0                |
| Mix 6 |                        |                          |                 |                          |                          |                       | \$0                |
| Mix 7 |                        |                          |                 |                          |                          |                       | \$0                |



**L. UNIT DETAILS**

|               |  |  |    |   |  |  |  |  |           |
|---------------|--|--|----|---|--|--|--|--|-----------|
| Mix 59        |  |  |    |   |  |  |  |  | \$0       |
| Mix 60        |  |  |    |   |  |  |  |  | \$0       |
| Mix 61        |  |  |    |   |  |  |  |  | \$0       |
| Mix 62        |  |  |    |   |  |  |  |  | \$0       |
| Mix 63        |  |  |    |   |  |  |  |  | \$0       |
| Mix 64        |  |  |    |   |  |  |  |  | \$0       |
| Mix 65        |  |  |    |   |  |  |  |  | \$0       |
| Mix 66        |  |  |    |   |  |  |  |  | \$0       |
| Mix 67        |  |  |    |   |  |  |  |  | \$0       |
| Mix 68        |  |  |    |   |  |  |  |  | \$0       |
| Mix 69        |  |  |    |   |  |  |  |  | \$0       |
| Mix 70        |  |  |    |   |  |  |  |  | \$0       |
| Mix 71        |  |  |    |   |  |  |  |  | \$0       |
| Mix 72        |  |  |    |   |  |  |  |  | \$0       |
| Mix 73        |  |  |    |   |  |  |  |  | \$0       |
| Mix 74        |  |  |    |   |  |  |  |  | \$0       |
| Mix 75        |  |  |    |   |  |  |  |  | \$0       |
| Mix 76        |  |  |    |   |  |  |  |  | \$0       |
| Mix 77        |  |  |    |   |  |  |  |  | \$0       |
| Mix 78        |  |  |    |   |  |  |  |  | \$0       |
| Mix 79        |  |  |    |   |  |  |  |  | \$0       |
| Mix 80        |  |  |    |   |  |  |  |  | \$0       |
| Mix 81        |  |  |    |   |  |  |  |  | \$0       |
| Mix 82        |  |  |    |   |  |  |  |  | \$0       |
| Mix 83        |  |  |    |   |  |  |  |  | \$0       |
| Mix 84        |  |  |    |   |  |  |  |  | \$0       |
| Mix 85        |  |  |    |   |  |  |  |  | \$0       |
| Mix 86        |  |  |    |   |  |  |  |  | \$0       |
| Mix 87        |  |  |    |   |  |  |  |  | \$0       |
| Mix 88        |  |  |    |   |  |  |  |  | \$0       |
| Mix 89        |  |  |    |   |  |  |  |  | \$0       |
| Mix 90        |  |  |    |   |  |  |  |  | \$0       |
| Mix 91        |  |  |    |   |  |  |  |  | \$0       |
| Mix 92        |  |  |    |   |  |  |  |  | \$0       |
| Mix 93        |  |  |    |   |  |  |  |  | \$0       |
| Mix 94        |  |  |    |   |  |  |  |  | \$0       |
| Mix 95        |  |  |    |   |  |  |  |  | \$0       |
| Mix 96        |  |  |    |   |  |  |  |  | \$0       |
| Mix 97        |  |  |    |   |  |  |  |  | \$0       |
| Mix 98        |  |  |    |   |  |  |  |  | \$0       |
| Mix 99        |  |  |    |   |  |  |  |  | \$0       |
| Mix 100       |  |  |    |   |  |  |  |  | \$0       |
| <b>TOTALS</b> |  |  | 80 | 0 |  |  |  |  | \$141,520 |

|                    |           |                         |                     |                  |
|--------------------|-----------|-------------------------|---------------------|------------------|
| <b>Total Units</b> | <b>80</b> | <b>Net Rentable SF:</b> | <b>TC Units</b>     | <b>50,820.00</b> |
|                    |           |                         | <b>MKT Units</b>    | <b>0.00</b>      |
|                    |           |                         | <b>Total NR SF:</b> | <b>50,820.00</b> |

|   |                   |
|---|-------------------|
| <b>Floor Space Fraction (to 7 decimals)</b> | <b>100.00000%</b> |
|---|-------------------|

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

|                                   |       |                 |                  |
|-----------------------------------|-------|-----------------|------------------|
| 1. Advertising/Marketing          |       |                 | \$8,500          |
| 2. Office Salaries                |       |                 | \$52,500         |
| 3. Office Supplies                |       |                 | \$1,000          |
| 4. Office/Model Apartment         | (type |                 | \$0              |
| 5. Management Fee                 |       |                 | \$42,115         |
| <u>2.65% of EGI</u>               |       | <u>\$526.44</u> | Per Unit         |
| 6. Manager Salaries               |       |                 | \$0              |
| 7. Staff Unit (s)                 | (type |                 | \$0              |
| 8. Legal                          |       |                 | \$6,750          |
| 9. Auditing                       |       |                 | \$16,750         |
| 10. Bookkeeping/Accounting Fees   |       |                 | \$5,000          |
| 11. Telephone & Answering Service |       |                 | \$1,200          |
| 12. Tax Credit Monitoring Fee     |       |                 | \$3,600          |
| 13. Miscellaneous Administrative  |       |                 | \$5,000          |
| <b>Total Administrative</b>       |       |                 | <b>\$142,415</b> |

**Utilities**

|                      |  |  |                  |
|----------------------|--|--|------------------|
| 14. Fuel Oil         |  |  | \$0              |
| 15. Electricity      |  |  | \$22,000         |
| 16. Water            |  |  | \$42,784         |
| 17. Gas              |  |  | \$20,500         |
| 18. Sewer            |  |  | \$42,784         |
| <b>Total Utility</b> |  |  | <b>\$128,068</b> |

**Operating:**

|   |  |  |                  |
|---|--|--|------------------|
| 19. Janitor/Cleaning Payroll              |  |  | \$0              |
| 20. Janitor/Cleaning Supplies             |  |  | \$2,500          |
| 21. Janitor/Cleaning Contract             |  |  | \$1,000          |
| 22. Exterminating                         |  |  | \$5,000          |
| 23. Trash Removal                         |  |  | \$8,000          |
| 24. Security Payroll/Contract             |  |  | \$13,250         |
| 25. Grounds Payroll                       |  |  | \$0              |
| 26. Grounds Supplies                      |  |  | \$1,250          |
| 27. Grounds Contract                      |  |  | \$11,000         |
| 28. Maintenance/Repairs Payroll           |  |  | \$40,000         |
| 29. Repairs/Material                      |  |  | \$10,000         |
| 30. Repairs Contract                      |  |  | \$0              |
| 31. Elevator Maintenance/Contract         |  |  | \$0              |
| 32. Heating/Cooling Repairs & Maintenance |  |  | \$4,000          |
| 33. Pool Maintenance/Contract/Staff       |  |  | \$0              |
| 34. Snow Removal                          |  |  | \$1,400          |
| 35. Decorating/Payroll/Contract           |  |  | \$4,000          |
| 36. Decorating Supplies                   |  |  | \$500            |
| 37. Miscellaneous                         |  |  | \$5,000          |
| <b>Totals Operating &amp; Maintenance</b> |  |  | <b>\$106,900</b> |

**M. OPERATING EXPENSES**

**Taxes & Insurance**

|  |                |                  |
|--|----------------|------------------|
| 38. Real Estate Taxes                    |                | \$75,000         |
| 39. Payroll Taxes                        |                | \$4,850          |
| 40. Miscellaneous Taxes/Licenses/Permits |                | \$750            |
| 41. Property & Liability Insurance       | \$581 per unit | \$46,500         |
| 42. Fidelity Bond                        |                | \$0              |
| 43. Workman's Compensation               |                | \$750            |
| 44. Health Insurance & Employee Benefits |                | \$7,250          |
| 45. Other Insurance                      |                | \$0              |
| <b>Total Taxes &amp; Insurance</b>       |                | <b>\$135,100</b> |

**Total Operating Expense**

**\$512,483**

**Total Operating Expenses Per Unit**

**\$6,406**

**C. Total Operating**

**Expenses as % of EGI**

**32.22%**

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

**\$24,000**

**Total Expenses**

**\$536,483**

**N. PROJECT SCHEDULE**

| <b>ACTIVITY</b>                                      | <b>ACTUAL OR ANTICIPATED DATE</b> | <b>NAME OF RESPONSIBLE PERSON</b> |
|--|-----------------------------------|-----------------------------------|
| <b>1. SITE</b>                                       |                                   |                                   |
| a. Option/Contract                                   | N/A                               |                                   |
| b. Site Acquisition                                  | 12/22/2021                        | Applicant (S. Kahn)               |
| c. Zoning Approval                                   | N/A                               |                                   |
| d. Site Plan Approval                                | N/A                               |                                   |
| <b>2. Financing</b>                                  |                                   |                                   |
| <b>a. Construction Loan</b>                          |                                   |                                   |
| i. Loan Application                                  | N/A                               |                                   |
| ii. Conditional Commitment                           | N/A                               |                                   |
| iii. Firm Commitment                                 | N/A                               |                                   |
| <b>b. Permanent Loan - First Lien</b>                |                                   |                                   |
| i. Loan Application                                  | 12/1/2023                         | Applicant (S. Kahn)               |
| ii. Conditional Commitment                           | 2/28/2024                         | Applicant (S. Kahn)               |
| iii. Firm Commitment                                 | 4/15/2024                         | Applicant (S. Kahn)               |
| <b>c. Permanent Loan-Second Lien</b>                 |                                   |                                   |
| i. Loan Application                                  | N/A                               |                                   |
| ii. Conditional Commitment                           | N/A                               |                                   |
| iii. Firm Commitment                                 | N/A                               |                                   |
| <b>d. Other Loans &amp; Grants</b>                   |                                   |                                   |
| i. Type & Source, List                               | N/A                               |                                   |
| ii. Application                                      | N/A                               |                                   |
| iii. Award/Commitment                                | N/A                               |                                   |
| <b>2. Formation of Owner</b>                         | 11/1/2021                         | Applicant (S. Kahn)               |
| <b>3. IRS Approval of Nonprofit Status</b>           | N/A                               |                                   |
| <b>4. Closing and Transfer of Property to Owner</b>  | 12/22/2021                        | Applicant (S. Kahn)               |
| <b>5. Plans and Specifications, Working Drawings</b> | 5/19/2022                         | Applicant/Architect               |
| <b>6. Building Permit Issued by Local Government</b> | 4/1/2024                          | Applicant/GC                      |
| <b>7. Start Construction</b>                         | 5/1/2024                          | Applicant/GC                      |
| <b>8. Begin Lease-up</b>                             | N/A                               | N/A                               |
| <b>9. Complete Construction</b>                      | 3/31/2025                         | Applicant/GC                      |
| <b>10. Complete Lease-Up</b>                         | N/A                               | N/A                               |
| <b>11. Credit Placed in Service Date</b>             | 2025                              | Applicant (S. Kahn)               |

**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.

| <b>Must Use Whole Numbers Only!</b>                     |                    | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): |                                |                             |
|---|--------------------|---|--------------------------------|-----------------------------|
| Item  | (A) Cost           | "30% Present Value Credit"  |                                | (D)                         |
|   |                    | (B) Acquisition   | (C) Rehab/<br>New Construction | "70 % Present Value Credit" |
| <b>1. Contractor Cost</b>                               |                    |   |                                |                             |
| a. Unit Structures (New)                                | 0                  | 0   | 0                              | 0                           |
| b. Unit Structures (Rehab)                              | 4,383,020          | 0   | 4,383,020                      | 0                           |
| c. Non Residential Structures                           | 20,000             | 0   | 20,000                         | 0                           |
| d. Commercial Space Costs                               | 0                  | 0   | 0                              | 0                           |
| <input type="checkbox"/> e. Structured Parking Garage   | 0                  | 0   | 0                              | 0                           |
| <b>Total Structure</b>                                  | <b>4,403,020</b>   | <b>0</b>  | <b>4,403,020</b>               | <b>0</b>                    |
| f. Earthwork  | 30,000             | 0   | 30,000                         | 0                           |
| g. Site Utilities                                       | 40,000             | 0   | 40,000                         | 0                           |
| <input checked="" type="checkbox"/> h. Renewable Energy | 0                  | 0   | 0                              | 0                           |
| i. Roads & Walks  | 192,500            | 0   | 192,500                        | 0                           |
| j. Site Improvements                                    | 630,000            | 0   | 630,000                        | 0                           |
| k. Lawns & Planting                                     | 0                  | 0   | 0                              | 0                           |
| l. Engineering  | 0                  | 0   | 0                              | 0                           |
| m. Off-Site Improvements                                | 0                  | 0   | 0                              | 0                           |
| n. Site Environmental Mitigation                        | 0                  | 0   | 0                              | 0                           |
| o. Demolition   | 0                  | 0   | 0                              | 0                           |
| p. Site Work  | 0                  | 0   | 0                              | 0                           |
| q. Other Site work                                      | 40,000             | 0   | 40,000                         | 0                           |
| <b>Total Land Improvements</b>                          | <b>932,500</b>     | <b>0</b>  | <b>932,500</b>                 | <b>0</b>                    |
| <b>Total Structure and Land</b>                         | <b>5,335,520</b>   | <b>0</b>  | <b>5,335,520</b>               | <b>0</b>                    |
| r. General Requirements                                 | 195,101            | 0   | 195,101                        | 0                           |
| s. Builder's Overhead                                   | 195,101            | 0   | 195,101                        | 0                           |
| ( 3.7% Contract)  |                    |   |                                |                             |
| t. Builder's Profit                                     | 195,101            | 0   | 195,101                        | 0                           |
| ( 3.7% Contract)  |                    |   |                                |                             |
| u. Bonds  | 48,775             | 0   | 48,775                         | 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: Insurance                                   | 48,775             | 0   | 48,775                         | 0                           |
| z. Other 2:   | 0                  | 0   | 0                              | 0                           |
| aa. Other 3:  | 0                  | 0   | 0                              | 0                           |
| <b>Contractor Costs</b>                                 | <b>\$6,018,373</b> | <b>\$0</b>  | <b>\$6,018,373</b>             | <b>\$0</b>                  |

**Construction cost per unit:**

**\$75,229.66**

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

**\$746,973**

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

**\$585,303**

**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!<br><br>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/<br>New Construction | "70 % Present Value Credit" |
| <b>2. Owner Costs</b>                                    |          |   |                                |                             |
| a. Building Permit                                       | 48,775   | 0   | 48,775                         | 0                           |
| b. Architecture/Engineering Design Fee<br>\$1,219 /Unit) | 97,550   | 0   | 97,550                         | 0                           |
| c. Architecture Supervision Fee<br>\$1,829 /Unit)        | 146,326  | 0   | 146,326                        | 0                           |
| d. Tap Fees  | 0        | 0   | 0                              | 0                           |
| e. Environmental   | 25,000   | 0   | 22,521                         | 0                           |
| f. Soil Borings  | 0        | 0   | 0                              | 0                           |
| g. Green Building (Earthcraft, LEED, etc.)               | 0        | 0   | 0                              | 0                           |
| h. Appraisal   | 0        | 0   | 0                              | 0                           |
| i. Market Study  | 0        | 0   | 0                              | 0                           |
| j. Site Engineering / Survey                             | 10,000   | 0   | 9,008                          | 0                           |
| k. Construction/Development Mgt                          | 0        | 0   | 0                              | 0                           |
| l. Structural/Mechanical Study                           | 0        | 0   | 0                              | 0                           |
| m. Construction Loan<br>Origination Fee                  | 0        | 0   | 0                              | 0                           |
| n. Construction Interest<br>( 6.0% for 18 months)        | 987,525  | 0   | 987,525                        | 0                           |
| o. Taxes During Construction                             | 131,738  | 0   | 131,738                        | 0                           |
| p. Insurance During Construction                         | 85,843   | 0   | 85,843                         | 0                           |
| q. Permanent Loan Fee<br>( 0.8% )                        | 94,305   |   |                                |                             |
| r. Other Permanent Loan Fees                             | 116,459  |   |                                |                             |
| s. Letter of Credit                                      | 0        | 0   | 0                              | 0                           |
| t. Cost Certification Fee                                | 1,000    | 0   | 1,000                          | 0                           |
| u. Accounting  | 5,000    | 0   | 5,000                          | 0                           |
| v. Title and Recording                                   | 64,516   | 58,119  | 0                              | 0                           |
| w. Legal Fees for Closing                                | 110,000  | 99,093  | 0                              | 0                           |
| x. Mortgage Banker                                       | 0        | 0   | 0                              | 0                           |
| y. Tax Credit Fee  | 51,898   |   |                                |                             |
| z. Tenant Relocation                                     | 0        |   |                                |                             |
| aa. Fixtures, Furnitures and Equipment                   | 0        | 0   | 0                              | 0                           |
| ab. Organization Costs                                   | 0        |   |                                |                             |
| ac. Operating Reserve                                    | 423,109  |   |                                |                             |
| ad. Contingency  | 0        |   |                                |                             |
| ae. Security   | 0        | 0   | 0                              | 0                           |
| af. Utilities  | 231,064  | 0   | 12,053                         | 0                           |
| ag. Supportive Service Reserves                          | 0        |   |                                |                             |
| (1) Other* specify: Working Capital                      | 133,033  | 0   | 0                              | 0                           |

Warning: Oper. Reserve should be greater than 6 mon Reserves and 6 mon Debt Service

**O. PROJECT BUDGET - OWNER COSTS**

|   |                    |                  |                    |            |
|---|--------------------|------------------|--------------------|------------|
| (2) Other* specify: Diligence Costs                 | 25,000             | 22,521           | 0                  | 0          |
| (3) Other* specify: Bridge Transaction Costs        | 634,028            | 197,725          | 0                  | 0          |
| (4) Other* specify: Syndicator Costs                | 50,000             | 0                | 0                  | 0          |
| (5) Other * specify: Fiscal Agent & TEFRA Fees      | 10,000             | 0                | 0                  | 0          |
| (6) Other* specify: Lender 3rd Parties              | 25,000             | 0                | 0                  | 0          |
| (7) Other* specify: HUD Required Reserves           | 40,000             | 36,034           | 0                  | 0          |
| (8) Other* specify: Lender Legal                    | 65,000             | 0                | 0                  | 0          |
| (9) Other* specify: Upfront Insurance Costs         | 68,674             | 61,865           | 0                  | 0          |
| <b>Owner Costs Subtotal (Sum 2A..2(10))</b>         | <b>\$3,680,843</b> | <b>\$475,357</b> | <b>\$1,547,339</b> | <b>\$0</b> |
| <b>Subtotal 1 + 2</b><br>(Owner + Contractor Costs) | <b>\$9,699,216</b> | <b>\$475,357</b> | <b>\$7,565,712</b> | <b>\$0</b> |
| <b>3. Developer's Fees</b>                          | <b>1,915,937</b>   | <b>0</b>         | <b>1,915,937</b>   | <b>0</b>   |
| <b>4. Owner's Acquisition Costs</b>                 |                    |                  |                    |            |
| Land  | 880,000            |                  |                    |            |
| Existing Improvements                               | 7,995,000          | 7,995,000        |                    |            |
| Subtotal 4:   | \$8,875,000        | \$7,995,000      |                    |            |
| <b>5. Total Development Costs</b>                   |                    |                  |                    |            |
| Subtotal 1+2+3+4:                                   | \$20,490,153       | \$8,470,357      | \$9,481,649        | \$0        |

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

(Provide documentation at **Tab E**)

|     |          |
|-----|----------|
| \$0 | Land     |
| \$0 | Building |

**Maximum Developer Fee:** \$1,915,937

Proposed Development's Cost per Sq Foot \$195 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$253

Proposed Development's Cost per Unit \$145,189 **Meets Limits**  
 Applicable Cost Limit per Unit: \$246,756

**P. ELIGIBLE BASIS CALCULATION**

| Item                              | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): |                             |                                |                                    |
|-----------------------------------|---|-----------------------------|--------------------------------|------------------------------------|
|                                   | (A) Cost  | "30 % Present Value Credit" |                                | (D)<br>"70 % Present Value Credit" |
|                                   |   | (B) Acquisition             | (C) Rehab/<br>New Construction |                                    |
| <b>1. Total Development Costs</b> | 20,490,153  | 8,470,357                   | 9,481,649                      | 0                                  |

**2. Reductions in Eligible Basis**

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

**3. Total Eligible Basis (1 - 2 above)**

|           |           |   |
|-----------|-----------|---|
| 8,470,357 | 9,481,649 | 0 |
|-----------|-----------|---|

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

|   |                   |          |
|---|-------------------|----------|
| a. For QCT or DDA (Eligible Basis x 30%)<br><i>State Designated Basis Boosts:</i> | 2,844,495         | 0        |
| b. For Revitalization or Supportive Housing (Eligible Basis x 30%)                | 0                 | 0        |
| c. For Green Certification (Eligible Basis x 10%)                                 |                   | 0        |
| <b>Total Adjusted Eligible basis</b>  | <b>12,326,144</b> | <b>0</b> |

**5. Applicable Fraction**

|            |            |            |
|------------|------------|------------|
| 100.00000% | 100.00000% | 100.00000% |
|------------|------------|------------|

**6. Total Qualified Basis**

(Eligible Basis x Applicable Fraction)

|           |            |   |
|-----------|------------|---|
| 8,470,357 | 12,326,144 | 0 |
|-----------|------------|---|

**7. Applicable Percentage**

|       |       |       |
|-------|-------|-------|
| 4.00% | 4.00% | 9.00% |
|-------|-------|-------|

**8. Maximum Allowable Credit under IRC §42**

(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed)

|           |           |     |
|-----------|-----------|-----|
| \$338,814 | \$493,046 | \$0 |
|-----------|-----------|-----|

|  |
|--|
| \$831,860<br>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. Tax Exempt Bonds - Freddie TEL |                     |                    | \$10,360,000    | Applicant (Steven Kahn) |
| 2. Taxable Tail                   |                     |                    | \$2,907,000     | Applicant (Steven Kahn) |
| 3. CF During Construction         |                     |                    | \$70,000        | Applicant (Steven Kahn) |
| Total Construction Funding:       |                     |                    | \$13,337,000    |                         |

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

| Source of Funds                   | Date of Application | Date of Commitment | <i>(Whole Numbers only)</i> |                          | Interest Rate of Loan | Amortization Period IN YEARS | Term of Loan (years) |
|-----------------------------------|---------------------|--------------------|-----------------------------|--------------------------|-----------------------|------------------------------|----------------------|
|                                   |                     |                    | Amount of Funds             | Annual Debt Service Cost |                       |                              |                      |
| 1. Tax Exempt Bonds - Freddie TEL |                     |                    | \$10,360,000                | \$684,026                | 6.00%                 | 40                           |                      |
| 2. Taxable Tail                   |                     |                    | \$2,907,000                 | \$191,937                | 6.00%                 | 40                           |                      |
| 3. CF During Construction         |                     |                    | \$70,000                    |                          |                       |                              |                      |
| 4.                                |                     |                    |                             |                          |                       |                              |                      |
| 5.                                |                     |                    |                             |                          |                       |                              |                      |
| 6.                                |                     |                    |                             |                          |                       |                              |                      |
| 7.                                |                     |                    |                             |                          |                       |                              |                      |
| 8.                                |                     |                    |                             |                          |                       |                              |                      |
| 9.                                |                     |                    |                             |                          |                       |                              |                      |
| 10.                               |                     |                    |                             |                          |                       |                              |                      |
| Total Permanent Funding:          |                     |                    | \$13,337,000                | \$875,963                |                       |                              |                      |

**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             |                        |

**4. Subsidized Funding**

| Source of Funds | Date of Commitment | Amount of Funds |
|-----------------|--------------------|-----------------|
| 1.              |                    |                 |

**Q. SOURCES OF FUNDS**

|                          |  |  |     |
|--------------------------|--|--|-----|
| 2.                       |  |  |     |
| 3.                       |  |  |     |
| 4.                       |  |  |     |
| 5.                       |  |  |     |
| Total Subsidized Funding |  |  | \$0 |

**5. Recap of Federal, State, and Local Funds**

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

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

Below-Market Loans

TE: See Below For 50% Test Status

|    |                              |              |
|----|------------------------------|--------------|
| a. | Tax Exempt Bonds             | \$10,360,000 |
| b. | RD 515                       | \$0          |
| c. | Section 221(d)(3)            | \$0          |
| d. | Section 312                  | \$0          |
| e. | Section 236                  | \$0          |
| f. | Virginia Housing REACH Funds | \$0          |
| g. | HOME Funds                   | \$0          |
| h. | Choice Neighborhood          | \$0          |
| i. | National Housing Trust Fund  | \$0          |
| j. | Virginia Housing Trust Fund  | \$0          |
| k. | Other:                       | \$2,907,000  |
|    | Taxable Tail (via KeyBank)   |              |
| l. | Other:                       | \$0          |
|    |                              |              |

Market-Rate Loans

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

Grants\*

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

Grants

|    |        |  |
|----|--------|--|
| c. | State  |  |
| d. | Local  |  |
| e. | Other: |  |

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

**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: **55.01%**

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

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

|  |
|--|
|  |
|  |



**R. EQUITY**

**1. Equity**

|   |           |             |         |  |
|---|-----------|-------------|---------|--|
| a. Portion of Syndication Proceeds Attributable to Historic Tax Credit          |           |             |         |  |
| Amount of Federal historic credits  | \$0       | x Equity \$ | \$0.000 | = \$0  |
| Amount of Virginia historic credits   | \$0       | x Equity \$ | \$0.000 | = \$0  |
| b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only) |           |             |         |  |
| Amount of State HOTC  | \$0       | x Equity \$ | \$0.000 | = \$0  |
| c. Equity that Sponsor will Fund:   |           |             |         |  |
| i. Cash Investment  | \$0       |             |         |  |
| ii. Contributed Land/Building   | \$0       |             |         |  |
| iii. Deferred Developer Fee   | \$900,000 |             |         | (Note: Deferred Developer Fee cannot be negative.) |
| iv. 45L Credit Equity   | \$0       |             |         |  |
| v. Other:   | \$0       |             |         |  |

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

**Equity Total** \$900,000

**2. Equity Gap Calculation**

|  |                       |
|--|-----------------------|
| a. Total Development Cost                                      | \$20,490,153          |
| b. Total of Permanent Funding, Grants and Equity               | - <u>\$14,237,000</u> |
| c. Equity Gap  | \$6,253,153           |
| d. Developer Equity  | - <u>\$626</u>        |
| e. Equity gap to be funded with low-income tax credit proceeds | \$6,252,527           |

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:

Contact Person:  Phone:

Street Address:

City:  State:  Zip:

|   |              |
|---|--------------|
| b. Syndication Equity   |              |
| i. Anticipated Annual Credits   | \$727,111.00 |
| ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)                   | \$0.860      |
| 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                                 | \$727,038    |
| vi. Total to be paid by anticipated users of credit (e.g., limited partners)        | \$6,252,527  |

c. Syndication: Private

d. Investors: Corporate

**4. Net Syndication Amount** \$6,252,527  
 Which will be used to pay for Total Development Costs

**5. Net Equity Factor** 85.9999685774%  
 Must be equal to or greater than 85%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

|   |   |                       |
|---|---|-----------------------|
| 1. Total Development Costs  |   | <u>\$20,490,153</u>   |
| 2. Less Total of Permanent Funding, Grants and Equity   | -   | <u>\$14,237,000</u>   |
| 3. Equals Equity Gap  |   | <u>\$6,253,153</u>    |
| 4. Divided by Net Equity Factor<br>(Percent of 10-year credit expected to be raised as equity investment) |   | <u>85.9999685774%</u> |
| 5. Equals Ten-Year Credit Amount Needed to Fund Gap   |   | <u>\$7,271,111</u>    |
| Divided by ten years  |   | <u>10</u>             |
| 6. Equals Annual Tax Credit Required to Fund the Equity Gap   |   | <u>\$727,111</u>      |
| 7. Maximum Allowable Credit Amount<br>(from Eligible Basis Calculation)                                   |   | <u>\$831,860</u>      |
| 8. Requested Credit Amount  | For 30% PV Credit:                                    | <u>\$727,111</u>      |
|   | For 70% PV Credit:                                    | <u>\$0</u>            |
| Credit per LI Units   | <u>\$9,088.8875</u>                                   |                       |
| Credit per LI Bedroom   | <u>\$6,492.0625</u>                                   |                       |
|   | <b>Combined 30% &amp; 70%<br/>PV Credit Requested</b> | <b>\$727,111</b>      |

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

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

|  |                           |
|--|---------------------------|
| Total Monthly Rental Income for LIHTC Units                                | \$141,520                 |
| Plus Other Income Source (list): <u>Laundry, Cable, Tenant Chargebacks</u> | \$1,000                   |
| Equals Total Monthly Income:   | <u>\$142,520</u>          |
| Twelve Months  | x12                       |
| Equals Annual Gross Potential Income                                       | \$1,710,240               |
| Less Vacancy Allowance <u>7.0%</u>   | <u>\$119,717</u>          |
| <b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>       | <b><u>\$1,590,523</u></b> |

**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>7.0%</u>                                    | <u>\$0</u>        |
| <b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b> | <b><u>\$0</u></b> |

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

**3. Cash Flow (First Year)**

|   |             |
|---|-------------|
| a. Annual EGI Low-Income Units          | \$1,590,523 |
| b. Annual EGI Market Units              | \$0         |
| c. Total Effective Gross Income         | \$1,590,523 |
| d. Total Expenses                       | \$536,483   |
| e. Net Operating Income                 | \$1,054,040 |
| f. Total Annual Debt Service            | \$875,963   |
| g. Cash Flow Available for Distribution | \$178,077   |

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

|                            | Stabilized<br>Year 1 | Year 2    | Year 3    | Year 4    | Year 5    |
|----------------------------|----------------------|-----------|-----------|-----------|-----------|
| <b>Eff. Gross Income</b>   | 1,590,523            | 1,622,334 | 1,654,780 | 1,687,876 | 1,721,633 |
| <b>Less Oper. Expenses</b> | 536,483              | 552,577   | 569,155   | 586,229   | 603,816   |
| <b>Net Income</b>          | 1,054,040            | 1,069,756 | 1,085,626 | 1,101,646 | 1,117,817 |
| <b>Less Debt Service</b>   | 875,963              | 875,963   | 875,963   | 875,963   | 875,963   |
| <b>Cash Flow</b>           | 178,077              | 193,793   | 209,663   | 225,683   | 241,854   |
| <b>Debt Coverage Ratio</b> | 1.20                 | 1.22      | 1.24      | 1.26      | 1.28      |

|                            | Year 6    | Year 7    | Year 8    | Year 9    | Year 10   |
|----------------------------|-----------|-----------|-----------|-----------|-----------|
| <b>Eff. Gross Income</b>   | 1,756,066 | 1,791,187 | 1,827,011 | 1,863,551 | 1,900,822 |
| <b>Less Oper. Expenses</b> | 621,931   | 640,589   | 659,806   | 679,601   | 699,989   |

T. CASH FLOW

|                            |           |           |           |           |           |
|----------------------------|-----------|-----------|-----------|-----------|-----------|
| <b>Net Income</b>          | 1,134,135 | 1,150,599 | 1,167,205 | 1,183,951 | 1,200,834 |
| <b>Less Debt Service</b>   | 875,963   | 875,963   | 875,963   | 875,963   | 875,963   |
| <b>Cash Flow</b>           | 258,172   | 274,636   | 291,242   | 307,988   | 324,871   |
| <b>Debt Coverage Ratio</b> | 1.29      | 1.31      | 1.33      | 1.35      | 1.37      |

|                            | <b>Year 11</b> | <b>Year 12</b> | <b>Year 13</b> | <b>Year 14</b> | <b>Year 15</b> |
|----------------------------|----------------|----------------|----------------|----------------|----------------|
| <b>Eff. Gross Income</b>   | 1,938,839      | 1,977,616      | 2,017,168      | 2,057,511      | 2,098,662      |
| <b>Less Oper. Expenses</b> | 720,988        | 742,618        | 764,896        | 787,843        | 811,479        |
| <b>Net Income</b>          | 1,217,851      | 1,234,998      | 1,252,272      | 1,269,668      | 1,287,183      |
| <b>Less Debt Service</b>   | 875,963        | 875,963        | 875,963        | 875,963        | 875,963        |
| <b>Cash Flow</b>           | 341,888        | 359,035        | 376,309        | 393,705        | 411,220        |
| <b>Debt Coverage Ratio</b> | 1.39           | 1.41           | 1.43           | 1.45           | 1.47           |

Estimated Annual Percentage Increase in Revenue 2.00% (Must be  $\leq$  2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be  $\geq$  3%)



**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.
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.



**V. STATEMENT OF OWNER**

---

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Standard Lexington Park Venture LP

By:   
Its: Authorized Representative  
(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:      | Hooker DeJong, Inc. |
| Virginia License#:            |                     |
| Architecture Firm or Company: | Hooker DeJong, Inc. |

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Title)

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

V. STATEMENT OF ARCHITECT

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

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

|                               |                     |
|-------------------------------|---------------------|
| Legal Name of Architect:      | David Layman        |
| Virginia License#:            | 040105915           |
| Architecture Firm or Company: | Hooker DeJong, Inc. |

By:  Digitally signed by 2251972TMG  
Date: 2023.12.22 08:53:47 -05'00'

---

Its: **President**  
(Title)

“Certify / Certification”: A statement of the Architect’s opinion or intention, based on his or her observations of conditions, to the best of the Architect’s professional knowledge, information and belief. Such statement of opinion or intentions does not constitute a warranty, either express or implied. It is understood that the Architect’s certification shall not relieve the Client or the Client’s Contractors of any responsibility or obligation they may have by industry custom or under any contract.

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           |
| <b>Total:</b>   |          |           | <b>0.00</b> |

**1. READINESS:**

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

**2. HOUSING NEEDS CHARACTERISTICS:**

|  |       |                 |              |
|--|-------|-----------------|--------------|
| a. Sec 8 or PHA waiting list preference                          | N     | 0 or up to 5    | 0.00         |
| b. Existing RD, HUD Section 8 or 236 program                     | Y     | 0 or 20         | 20.00        |
| 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)                  | N     | 0 or 10         | 0.00         |
| f. Census tract with <12% poverty rate                           | 0%    | 0, 20, 25 or 30 | 0.00         |
| g. Development provided priority letter from Rural Development   | N     | 0 or 15         | 0.00         |
| h. Dev. located in area with increasing rent burdened population | N     | Up to 20        | 0.00         |
| <b>Total:</b>  |       |                 | <b>20.00</b> |

**3. DEVELOPMENT CHARACTERISTICS:**

|  |     |             |       |
|--|-----|-------------|-------|
| a. Enhancements (See calculations below)                                   |     |             | 29.00 |
| b. Project subsidies/HUD 504 accessibility for 5 or 10% of units           | N   | 0 or 50     | 0.00  |
| or c. HUD 504 accessibility for 10% of units                               | N   | 0 or 20     | 0.00  |
| d. Provides approved resident services or eligible childcare services      | N   | 0 or 15     | 0.00  |
| e. Provides telephonic or virtual health services                          | N   | 0 or 15     | 0.00  |
| f. Proximity to public transportation                                      | Y10 | 0, 10 or 20 | 10.00 |
| g. Development will be Green Certified                                     | N   | 0 or 10     | 0.00  |
| h. Units constructed to meet Virginia Housing's Universal Design standards | 0%  | Up to 15    | 0.00  |

|   |   |          |       |
|---|---|----------|-------|
| i. Developments with less than 100 low income units       | Y | up to 20 | 8.00  |
| j. Historic Structure eligible for Historic Rehab Credits | N | 0 or 5   | 0.00  |
| Total:  |   |          | 47.00 |

4. TENANT POPULATION CHARACTERISTICS:

|              |           |
|--------------|-----------|
| Locality AMI | State AMI |
| \$100,500    | \$73,800  |

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

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

|                    |  |           |        |
|--------------------|--|-----------|--------|
| a. Credit per unit |  | Up to 200 | 130.97 |
| b. Cost per unit   |  | Up to 100 | 82.32  |
| Total:             |  |           | 213.29 |

7. BONUS POINTS:

|  |         |          |      |
|--|---------|----------|------|
| a. Extended Use Restriction  | 0 Years | 40 or 50 | 0.00 |
| or b. Nonprofit or LHA purchase option   | N       | 0 or 60  | 0.00 |
| or c. Nonprofit or LHA Home Ownership option   | N       | 0 or 5   | 0.00 |
| d. Combined 9% and 4% Tax Exempt Bond Site Plan                                      | N       | Up to 30 | 0.00 |
| e. RAD or PHA Conversion participation and competing in Local Housing Authority pool | N       | 0 or 10  | 0.00 |
| f. Team member with Diversity, Equity and Inclusion Designation                      | N       | 0 or 5   | 0.00 |
| g. Commitment to electronic payment of fees  | Y       | 0 or 5   | 5.00 |
| h. Zero Ready or Passive House certification from prior allocation                   | N       | 0 or 20  | 0.00 |
| Total:   |         |          | 5.00 |

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

**TOTAL SCORE: 300.29**

Enhancements:

| All units have:  | Max Pts | Score |
|--|---------|-------|
| a. Community Room  | 5       | 0.00  |
| b. Exterior walls constructed with brick and other low maintenance materials | 40      | 20.00 |
| c. Sub metered water expense   | 5       | 0.00  |
| d. Watersense labeled faucets, toilets and showerheads                       | 3       | 3.00  |
| e. Rehab only: Infrastructure for high speed internet/broadband              | 1       | 1.00  |

|  |    |              |
|--|----|--------------|
| f. N/A for 2022  | 0  | 0.00         |
| g. Each unit provided free individual high speed internet access           | 10 | 0.00         |
| h. Each unit provided free individual WiFi                                 | 12 | 0.00         |
| i. Bath Fan - Delayed timer or continuous exhaust                          | 3  | 0.00         |
| j. Baths equipped with humidistat  | 3  | 0.00         |
| k. Cooking Surfaces equipped with fire prevention features                 | 4  | 0.00         |
| l. Cooking surfaces equipped with fire suppression features                | 2  | 2.00         |
| m. Rehab only: dedicated space to accept permanent dehumidification system | 2  | 0.00         |
| n. Provides Permanently installed dehumidification system                  | 5  | 0.00         |
| o. All interior doors within units are solid core                          | 3  | 0.00         |
| p. USB in kitchen, living room and all bedrooms                            | 1  | 1.00         |
| q. LED Kitchen Light Fixtures  | 2  | 2.00         |
| r. % of renewable energy electric systems                                  | 10 | 0.00         |
| s. New Construction: Balcony or patio                                      | 4  | 0.00         |
|  |    | <u>29.00</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: 29.00**

X. Development Summary

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

**Deal Name:** Oak Park & Colonial Hall Apartments

**Cycle Type:** 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$727,111  
**Allocation Type:** Acquisition/Rehab **Jurisdiction:** Norfolk City  
**Total Units:** 80 **Population Target:** General  
**Total LI Units:** 80  
**Project Gross Sq Ft:** 59,590.00 **Owner Contact:** Steven Kahn  
**Green Certified?** FALSE

|                                     |
|-------------------------------------|
| <b>Total Score</b><br><b>300.29</b> |
|-------------------------------------|

| Source of Funds     | Amount       | Per Unit  | Per Sq Ft | Annual Debt Service |
|---------------------|--------------|-----------|-----------|---------------------|
| Permanent Financing | \$13,337,000 | \$166,713 | \$224     | \$875,963           |
| Grants              | \$0          | \$0       |           |                     |
| Subsidized Funding  | \$0          | \$0       |           |                     |

| Uses of Funds - Actual Costs |                     |                  |       |          |
|------------------------------|---------------------|------------------|-------|----------|
| Type of Uses                 | Amount              | Per Unit         | Sq Ft | % of TDC |
| Improvements                 | \$5,335,520         | \$66,694         | \$90  | 26.04%   |
| General Req/Overhead/Profit  | \$585,303           | \$7,316          | \$10  | 2.86%    |
| Other Contract Costs         | \$97,550            | \$1,219          | \$2   | 0.48%    |
| Owner Costs                  | \$3,680,843         | \$46,011         | \$62  | 17.96%   |
| Acquisition                  | \$8,875,000         | \$110,938        | \$149 | 43.31%   |
| Developer Fee                | \$1,915,937         | \$23,949         | \$32  | 9.35%    |
| <b>Total Uses</b>            | <b>\$20,490,153</b> | <b>\$256,127</b> |       |          |

| Total Development Costs        |                     |
|--------------------------------|---------------------|
| Total Improvements             | \$9,699,216         |
| Land Acquisition               | \$8,875,000         |
| Developer Fee                  | \$1,915,937         |
| <b>Total Development Costs</b> | <b>\$20,490,153</b> |

**Proposed Cost Limit/Sq Ft:** \$195  
**Applicable Cost Limit/Sq Ft:** \$253  
**Proposed Cost Limit/Unit:** \$145,189  
**Applicable Cost Limit/Unit:** \$246,756

| Income                             |       |                    |
|------------------------------------|-------|--------------------|
| Gross Potential Income - LI Units  |       | \$1,710,240        |
| Gross Potential Income - Mkt Units |       | \$0                |
| Subtotal                           |       | \$1,710,240        |
| Less Vacancy %                     | 7.00% | \$119,717          |
| <b>Effective Gross Income</b>      |       | <b>\$1,590,523</b> |

**Rental Assistance?** TRUE

| Expenses                        |                  |                |
|---------------------------------|------------------|----------------|
| Category                        | Total            | Per Unit       |
| Administrative                  | \$142,415        | \$1,780        |
| Utilities                       | \$128,068        | \$1,601        |
| Operating & Maintenance         | \$106,900        | \$1,336        |
| Taxes & Insurance               | \$135,100        | \$1,689        |
| <b>Total Operating Expenses</b> | <b>\$512,483</b> | <b>\$6,406</b> |
| Replacement Reserves            | \$24,000         | \$300          |
| <b>Total Expenses</b>           | <b>\$536,483</b> | <b>\$6,706</b> |

| Unit Breakdown     |           |
|--------------------|-----------|
| Supp Hsg           | 0         |
| # of Eff           | 0         |
| # of 1BR           | 48        |
| # of 2BR           | 32        |
| # of 3BR           | 0         |
| # of 4+ BR         | 0         |
| <b>Total Units</b> | <b>80</b> |

|           | Income Levels | Rent Levels |
|-----------|---------------|-------------|
|           | # of Units    | # of Units  |
| <=30% AMI | 0             | 0           |
| 40% AMI   | 0             | 0           |
| 50% AMI   | 0             | 0           |
| 60% AMI   | 80            | 80          |
| >60% AMI  | 0             | 0           |
| Market    | 0             | 0           |

**Income Averaging?** FALSE

**Extended Use Restriction?** 30

| Cash Flow                         |                    |
|-----------------------------------|--------------------|
| EGI                               | \$1,590,523        |
| Total Expenses                    | \$536,483          |
| <b>Net Income</b>                 | <b>\$1,054,040</b> |
| Debt Service                      | \$875,963          |
| <b>Debt Coverage Ratio (YR1):</b> | <b>1.20</b>        |

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example,  $(40\%/60\%) \times 200$  or 133.33 points.

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

|                      |           |
|----------------------|-----------|
| Combined Max         | \$831,860 |
| Credit Requested     | \$727,111 |
| % of Savings         | 12.59%    |
| Sliding Scale Points | 130.97    |

**Cost Points:**

If the Applicable Cost by Square foot is \$238 and the deal’s Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

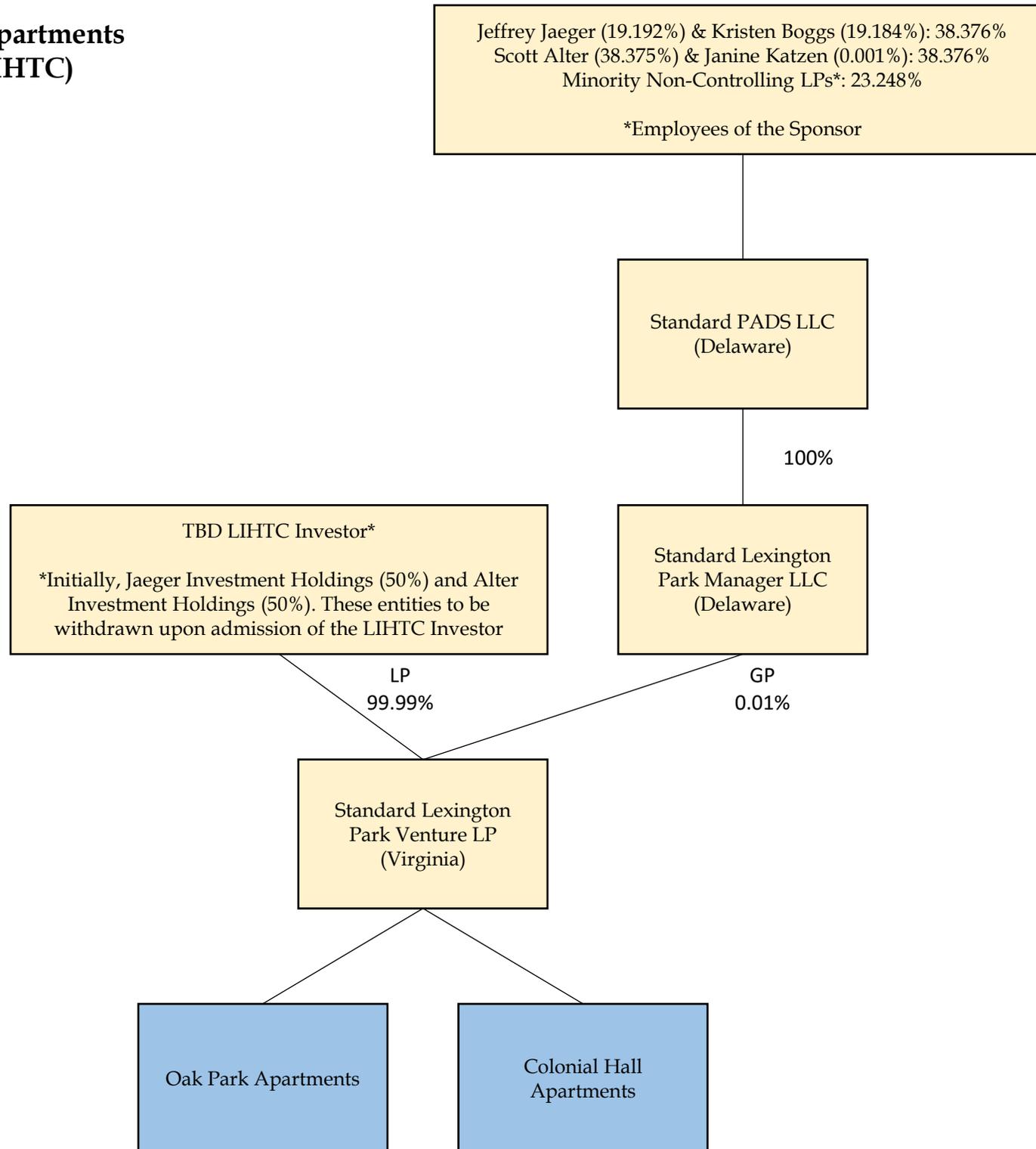
For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example,  $(35.7\%/50\%) \times 100$  or 71.40 points.

|                                 |              |
|---------------------------------|--------------|
| Total Costs Less Acquisition    | \$11,615,153 |
| Total Square Feet               | 59,590.00    |
| Proposed Cost per SqFt          | \$194.92     |
| Applicable Cost Limit per Sq Ft | \$253.00     |
| % of Savings                    | 22.96%       |
| <br>                            |              |
| Total Units                     | 80           |
| Proposed Cost per Unit          | \$145,189    |
| Applicable Cost Limit per Unit  | \$246,756    |
| % of Savings                    | 41.16%       |
| Max % of Savings                | 41.16%       |
| Sliding Scale Points            | 82.32        |

# Tab A:

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

# Oak Park & Colonial Hall Apartments Organizational Chart (LIHTC)



**LIMITED PARTNERSHIP AGREEMENT**  
**OF**  
**STANDARD LEXINGTON PARK VENTURE LP,**  
**a Virginia limited partnership**

THIS LIMITED PARTNERSHIP AGREEMENT (this “*Agreement*”), dated for reference purposes as of the 27<sup>th</sup> day of September, 2021 (the “*Effective Date*”), is made and entered into by and among Standard Lexington Park Manager LLC, a Delaware limited liability company (the “*General Partner*”), and the limited partners set forth on Exhibit “A” attached hereto (each, a “*Limited Partner*”). The General Partner and the Limited Partners are sometimes hereinafter individually referred to as a “*Partner*” or collectively referred to as the “*Partners*.” The Partners agree and do hereby enter into a limited partnership on the terms and conditions herein stated.

1.  General Provisions. This limited partnership is organized pursuant to the provisions of the Virginia Revised Uniform Limited Partnership Act of the Commonwealth of Virginia, as the same may be hereafter amended (the “*Act*”). The certificate of limited partnership for this Partnership was filed with the State Corporation Commission of the Commonwealth of Virginia on September 27, 2021 (the “*Certificate of Limited Partnership*”). Except as otherwise herein provided, the rights of the Partners shall be governed by, and this Agreement shall be construed in accordance with, the provisions of the Act, as the same may be amended from time to time generally.

2.  Name of Partnership. The name of the Partnership shall be Standard Lexington Park Venture LP (the “*Partnership*”).

3.  Business of Partnership.

3.1  Purpose of Partnership. The purpose of the Partnership is to acquire, own and operate that certain multifamily apartment project commonly known as the “Lexington Park Apartments” located at 1225 Tidewater Drive, Norfolk, Virginia 23504 (the “*Property*”), to conduct any activities that may be necessary, advisable or relate to such purposes, and to exercise all powers necessary, appropriate, proper, advisable, incidental to, or in furtherance of, the purpose of the Partnership which may be legally exercised by a limited partnership under the Act.

3.2  Related Activities. Any Partner shall be free to engage in any other business or activities as such Partner deems appropriate, including, without limitation, real estate investment, development, syndication, operation and management, whether within or outside of the Commonwealth of Virginia, whether or not such activity may be in direct or indirect competition with the business of the Partnership; and neither the Partnership nor any Partner shall have any rights in or to said business investments or the income or profits derived therefrom.

4.  Principal Place of Business; Registered Office; Registered Agent. The principal place of business of the Partnership shall be located at 1901 Avenue of the Stars, Suite 395, Los Angeles, California 90067, or at such other address as may be designated by the General Partner. The initial

registered office and the name and address of the initial registered agent for service of process for the Partnership in the Commonwealth of Virginia are set forth in the Certificate of Limited Partnership.

5. Capital.

5.1 Initial Capital Contributions of the Partners. The Partners' initial capital contributions to the Partnership shall be the sums set forth on Exhibit "A" attached hereto and incorporated herein by reference for which it shall receive a Capital Account balance.

5.2 Additional Capital Contributions of the Partners. Each Partner shall be permitted to make additional capital contributions as reasonably determined by the General Partner.

5.3 Intentionally Omitted.

5.4 Individual Capital Accounts. A capital account shall be established for each Partner and shall be maintained in such a manner as to correspond with the capital of the Partners as reflected in the federal income tax records of the Partnership (each, a "**Capital Account**"). The balance of each Partner's Capital Account shall be increased by: (a) the amount of money contributed by it to the Partnership; (b) the fair market value of property contributed by it to the Partnership (net of liabilities securing such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Internal Revenue Code of 1986, as amended, including any corresponding provisions of succeeding law (the "**Code**"); and (c) allocations to it of Partnership income and gain (or items thereof), including income exempt from tax. The balance of each Partner's Capital Account shall be decreased by: (1) the amount of any money distributed to it by the Partnership; (2) the fair market value of any property distributed to it by the Partnership (net of any liabilities securing such distributed property that the recipient Partner is considered to assume or take subject to under Section 752 of the Code); (3) allocations to it of Partnership losses and deductions (or items thereof); and (4) allocations to it of expenditures of the Partnership not deductible in computing its taxable income. The provisions of this section are to be interpreted in a manner consistent with the rules contained in Section 1.704-1(b) of the Federal Income Tax Regulations (as such regulations may be amended from time to time, including corresponding provisions of succeeding regulations, the "**Regulations**"); to the extent these provisions are determined to be inconsistent with Section 1.704-1(b) of the Regulations or fail to address any situation covered by such Regulations, the rules prescribed in such Regulations shall govern.

For purposes herein, an "**Adjusted Capital Account Deficit**" is the deficit balance, if any, in a Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Obligation to Restore Deficit. Credit to such Capital Account any amounts that such Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations;

(b) Miscellaneous Items. Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

6. Duties and Rights of Partners, Management and Control.

6.1 Powers of the General Partner. Subject to any limitations imposed elsewhere in this Agreement, the General Partner shall possess and may enjoy and exercise all of the rights and powers of a general partner as more particularly provided by the Act. Without limiting the generality of the foregoing, the General Partner shall have the authority and power to acquire, sell, exchange, convey title to, and grant options for the sale of all or any portion of the Partnership's assets; to purchase the Property; to lease all or any portion of the Partnership's assets without limit as to the term of the lease, whether or not the term (including any renewals and extensions) shall extend beyond the date of termination of the Partnership; to borrow money and, as security for the borrowing, to encumber all or any part of the Partnership's assets; and to modify, consolidate, or extend any deed of trust or other security device encumbering any Partnership assets. The General Partner may, from time to time as it deems advisable, appoint individuals to act as officers or authorized representatives of the Partnership with such power and authority with respect to the Partnership as shall be determined by the General Partner, by written resolution or otherwise, in its sole discretion. The power and authority given by the General Partner to any officer or authorized representative pursuant to this Agreement may be revoked or limited at any time, with or without cause, by the General Partner by giving written notice thereof to such person. Without limiting the foregoing, the General Partner hereby appoints each of Keith Dragoon and Bradley C. Martinson as authorized representatives of the Partnership with full and complete authority to execute documents on behalf of the Partnership in furtherance of the Partnership's business to serve in such capacity until his removal or resignation. Except as may be repealed by a non-waivable provision of the Act or otherwise expressly provided in this Agreement, the Limited Partners shall have no voting rights hereunder and hereby waive any and all rights to vote on any matters.

6.2 Participation by the Limited Partners. Except as provided in this Agreement, the Limited Partners shall not participate in the conduct of, nor have any control over the business of the Partnership, nor shall any of them have the power to bind the Partnership by any contract, agreement, promise or undertaking.

6.3 Title to Property and Assets. Title to the Partnership's assets shall be vested in the name of the Partnership.

6.4 Indemnification and Exculpation.

(a) The Partners, the Partnership Representative, and each officer, employee, agent and representative of the Partnership, and their respective affiliates, direct and indirect shareholders, directors, officers, partners, members, managers, trustees, trustors, beneficiaries, fiduciaries, agents, representatives and employees (each, a "**Covered Party**") shall not be liable to the Partnership or any Partner for any act or omission in connection with the business or affairs of the Partnership so long as the person against whom liability is asserted acted in good faith on behalf of the Partnership and in a manner reasonably believed by the person to be within the scope of its authority under this Agreement, unless

such act or omission constitutes fraud, gross negligence, willful misconduct or criminal activity. In performing its duties or obligations, each Covered Party shall be entitled to rely in good faith on the provisions of this Agreement and on any information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Partnership or any facts pertinent to the existence and amount of assets from which distributions to Partners might properly be paid) made or provided by any of the following persons: (i) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Partnership, or (ii) any other person who has been selected with reasonable care by or on behalf of the Partnership, in each case as to matters which such Covered Party reasonably believes to be within such other person's competence.

(b)□ The Partnership hereby agrees to indemnify and hold harmless each Covered Party from and against any and all losses, costs, obligations, claims, expenses, damages, liabilities, attorneys' fees and costs, expert and consultant costs, fines, judgments, penalties, debts, suits, actions and causes of action (including those arising out of bodily injury and/or personal injury to, or death of, persons) (collectively, "**Claims**") suffered by such Covered Party, by reason of (x) anything that such Covered Party may do or refrain from doing hereafter in the conduct of the business of the Partnership in good faith and reasonably believed by it to be within the scope of the authority conferred upon it by this Agreement, and (y) such Covered Party being made a party, threatened to be made a party, or otherwise involved in any proceeding or appeal of any proceeding, or inquiry or investigation which could lead to such a proceeding based on such Covered Party's status as a Covered Party; provided, however, that the Partnership shall not be required to, and shall not, indemnify any Covered Party from any Claims which are the result of (i) the fraud, gross negligence, willful misconduct or criminal activities of such Covered Party, (ii) the breach by such Covered Party of any fiduciary duty, if any, owed to the Partnership by such Covered Party, (iii) any dispute between a Covered Party, on the one hand, and one or more of its affiliates, on the other hand; provided that the Partnership is not a plaintiff, defendant or other participant in such dispute or will not (or could not reasonably be expected to) be materially impacted by the outcome of such dispute or (iv) with respect to anything that such Covered Party may do or refrain from doing with respect to the ownership, management or control of any of its own affairs or assets (including any interest in the Partnership it may have) as distinct from the affairs and assets of the Partnership.

(c)□ To the fullest extent permitted by applicable law, expenses (including reasonable legal fees) incurred by any Covered Party defending any Claim as to which the indemnity in Section 6.4(b) may apply shall be advanced by the Partnership, from time to time, prior to the final disposition of such Claim; provided, however, the Partnership shall only advance such funds if, and then only to the extent, that the Partnership has received an undertaking, in form and substance approved by the General Partner in its reasonable judgment, by or on behalf of such Covered Party to repay all such amounts if it shall be determined that such Covered Party is not entitled to be indemnified as authorized in this Section 6.4.

(d)□ The provisions of this Section 6.4 shall survive until such time as all Claims arising out of the indemnified matters are barred by the applicable statute of limitations and shall continue to afford protection to each Covered Party regardless of whether such Covered Party remains in the position or capacity pursuant to which such Covered Party became entitled to indemnification under this Section 6.4 and shall inure to the benefit of the heirs, executors and administrators of such Covered Party; provided that the obligations of the Partnership under this Section 6.4 shall be satisfied solely out of the assets of the Partnership and no Partner shall have any personal liability on account thereof. No amendment, modification or repeal of this Section 6.4 that adversely affects the rights of a Covered Party to indemnification for Claims incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Party's entitlement to indemnification for such Claims without the Covered Party's prior written consent. The obligations of the Partnership under this Section 6.4 shall be in addition to any liability which the Partnership may otherwise have.

(e)□ The Partnership may, in the General Partner's sole and absolute discretion, maintain insurance, in amounts acceptable to and approved by the General Partner and with responsible carriers, at the Partnership's expense, to insure any amounts indemnifiable hereunder as well as to protect the Covered Parties against any expense, liability or loss of the kind referred to in this Section 6.4, whether or not the Partnership would have the power to indemnify such person against such expense, liability or loss under applicable law.

#### 7.□ Accounting and Distribution of Funds.

7.1□ Partnership Accounts. All funds of the Partnership shall be deposited in the name of the Partnership in such bank account or accounts as shall be determined by the General Partner. Withdrawals or checks drawn upon the Partnership account(s) shall be signed by an authorized representative of the General Partner.

7.2□ Maintenance of Books and Records, and Accounting Procedures. The General Partner shall maintain accurate books of account of the Partnership at the office of the Partnership in accordance with the Act. The Partners and their designated agents may inspect and copy the Partnership's books and records at any time during normal business hours.

7.3□ Partnership Fiscal Year and Method of Accounting. The Partnership fiscal year shall be the calendar year. Books of account of the Partnership shall be kept on the cash method of accounting.

7.4□ Tax Returns. The tax returns of the Partnership shall be prepared by the Partnership's accountants.

#### 7.5□ Distribution of Available Funds.

(a)□ As used in this Section 7.5 the term "***Available Operating Funds***" means all funds of the Partnership from any source whatsoever which the General Partner on a reasonable and prudent basis determines not to be necessary for the operation of the Partnership's business or necessary to pay known or contingent debts to a third party.

(b) Available Operating Funds of the Partnership shall be determined by the General Partner quarterly or such other period as may be reasonably determined by the General Partner and the amount so determined shall be distributed to the Partners in accordance with their “*Percentage Interests*” in the Partnership, as set forth on Exhibit “A” attached hereto.

7.6 Capital Account Restoration. If at any time during the term hereof the General Partner shall have an Adjusted Capital Account Deficit, the General Partner shall immediately contribute cash to the Partnership in such amounts to eliminate such Adjusted Capital Account Deficit.

8. Allocations.

8.1 Profits and Losses. “*Profits*” and “*Losses*” shall mean the profits and losses of the Partnership for federal and state income tax purposes as determined by the accountant employed by the Partnership, with the following adjustments:

(a) The computation of all items of income, gain, loss and deduction shall include tax-exempt income and those items described in Section 1.704-1(b)(2)(iv)(i) of the Regulations, without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes.

(b) If the book value of any Partnership property is adjusted pursuant to Section 1.704-1(b)(2)(iv)(e) or (f) of the Regulations, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property.

(c) Items of income, gain, loss or deduction attributable to the disposition of Partnership property having a book value that differs from its adjusted basis for tax purposes shall be computed by reference to the book value of such property.

(d) Items of depreciation, amortization and other cost recovery deductions with respect to Partnership property having a book value that differs from its adjusted basis for tax purposes shall be computed by reference to the property’s book value in accordance with Section 1.704-1(b)(2)(iv)(g) of the Regulations.

(e) To the extent an adjustment to the adjusted tax basis of any partnership asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

8.2 Allocation of Losses. After giving effect to the allocations set forth in Sections 8.5 and 8.6 hereof, Losses for any fiscal year shall be allocated as set forth in subsection (a) below, subject to the limitation in section (b) below.

(a) Losses for any fiscal year shall be allocated among the Partners in accordance with their Percentage Interests.

(b)  The Losses allocated pursuant to Section 8.2(a) hereof shall not exceed the maximum amount of Losses that can be so allocated without causing any Limited Partner to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of this limitation shall be allocated to the General Partner.

8.3  Allocation of Profits. After giving effect to the allocations set forth in Sections 8.5 and 8.6 hereof, Profits of the Partnership shall be allocated among the Partners in accordance with the following order of priority:

(a)  To the Partners proportionately to the extent of Losses previously allocated to them pursuant to Section 8.2 (less any Profits previously allocated); and

(b)  To the Partners in accordance with their Percentage Interests.

8.4  Tax Allocations; Code Section 704(c). Except as otherwise provided in this Section 8.4, each item of income, gain, loss and deduction of the Partnership for federal income tax purposes shall be allocated among the Partners in the same manner as such items are allocated for book purposes under this Section 8. In accordance with Code Section 704(c) and its corresponding Regulations, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial fair market value using the method selected by the General Partner. In the event the value of any Partnership asset is adjusted for Capital Account purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(f), 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 adjusted value for Capital Account purposes in the same manner as under Code Section 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement, provided that any items of loss or deduction attributable to property contributed by a Partner shall, to the extent of an amount equal to the excess of (A) the federal income tax basis of such property at the time of its contribution over (B) the fair market value of such property at such time, be allocated in its entirety to such contributing Partner and the tax basis of such property for purposes of computing the amounts of all items allocated to any other Partner (including a transferee of the contributing Partner) shall be equal to its fair market value upon its contribution to the Partnership. Allocations pursuant to this Section 8.4 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

8.5  Special Allocations. The provisions of this Section are intended to comply with Section 1.704-1 of the Regulations.

(a)  Qualified Income Offset. Except as otherwise provided herein, in the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Partner in an amount and manner sufficient to eliminate, to the extent

required by the Regulations, the Adjusted Capital Account Deficit of such Partner as quickly as possible, provided that an allocation pursuant to this Section 8.5(a) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 8 have been tentatively made as if this Section 8.5(a) were not in the Agreement.

(b)  Gross Income Allocation. Except as otherwise provided herein, in the event any Partner has an Adjusted Capital Account Deficit at the end of any Partnership fiscal year which is in excess of the sum of (i) the amount such Partner is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 8.5(b) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Section 8 have been made as if Section 8.5(a) and this Section 8.5(b) were not in the Agreement.

(c)  Minimum Gain Chargeback. Notwithstanding any other provision of this Section 8, if there is a net decrease in Partnership Minimum Gain (as defined in Section 1.704-1(b) of the Regulations) during any Partnership fiscal year, each Partner shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partnership Minimum Gain, determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 8.5(c) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(d)  Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Section 8, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain (as defined in Section 1.704-2(i)(2) of the Regulations and determined in accordance with Section 1.704-2(i)(3) of the Regulations) attributable to a Partner Nonrecourse Debt (as defined in Sections 1.704-2(i)(1) and 1.704-2(i)(2) of the Regulations) during any fiscal year, each Partner who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Partnership income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each General Partner and each Limited Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 8.5(d) is intended to comply with

the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(e)  Code Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(4)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the General Partner and Limited Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such section of the Regulations.

(f)  Nonrecourse Deductions. Nonrecourse Deductions (as defined in Section 1.704-2(b)(1) and 1.704-2(c) of the Regulations) for any fiscal year or other period shall be allocated to the Partners in accordance with their Percentage Interests.

(g)  Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any fiscal year shall be specially allocated to the General Partner or Limited Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt (as defined in accordance with Section 1.704-2(b)(4) of the Regulations) to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

8.6  Curative Allocations. The allocations set forth in Sections 8.2(b) and 8.5 (the “**Regulatory Allocations**”) are intended to comply with certain requirements of Regulations Section 1.704-1(b). Notwithstanding any other provision of Section 8 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other Profits, Losses and items of income, gain, loss and deduction among the General Partner and Limited Partners so that, to the extent possible, the net amount of such allocations of other Profits, Losses and other items and the Regulatory Allocations to the General Partner and Limited Partners shall be equal to the net amount that would have been allocated to the General Partner and Limited Partners if the Regulatory Allocations had not occurred.

9.  Restriction on Transfer of Partnership Interest. No Partner may assign or encumber in any way or sell all or any portion of its interest in the Partnership without the consent of the General Partner, which consent may be withheld in its sole discretion. Any transfer shall be expressly subject to the terms of this Agreement, including Section 6.

10.  Term of Partnership. The Partnership shall commence as of the Effective Date and shall continue until December 31, 2069, unless sooner terminated as a result of the dissolution and winding up of the Partnership in accordance with Section 11 hereof.

11.  Dissolution and Termination. The Partnership shall be dissolved upon the happening of the first to occur of the following: (a) at such time and under the circumstances specifically provided for elsewhere in this Agreement, (b) upon written consent of all of the Partners, or (c) unless the Limited Partners elect a successor and agree to continue the business of the

Partnership in accordance with the provisions of the Act, upon the insolvency, bankruptcy, death or withdrawal of the General Partner.

12.□ Final Distribution.

12.1□ Liquidation. Upon the dissolution of the Partnership, the Partnership shall be wound up and liquidated on a reasonably prudent basis and shall not engage in any activity except that which is necessary to wind up its business; the noncash assets shall be liquidated; and the remaining assets shall be distributed as expeditiously as possible.

12.2□ Cash Distributions and Profit and Loss Allocations During Liquidation. During the winding up and liquidation period, the Partners shall continue to receive funds and to share in Profits and Losses for tax purposes as provided in this Agreement.

12.3□ Distribution of Funds. Every Partnership asset shall be, as agreed between the General Partner and the Limited Partners, either distributed in kind or sold. The assets shall be distributed according to the following priority:

(a)□ Expenses. First, to pay all expenses of winding up, liquidating, and terminating the Partnership and second, to all Partnership obligations and debts to third party creditors, and third, to pay off any Partner loans on a pro rata basis;

(b)□ Reserves. Then, to the setting up of any reserves that the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership, which reserves will be distributed when they are no longer needed; and

(c)□ Distributions. Finally, the balance to the Partners in accordance with the Partners' positive Capital Account balances, determined after taking into account allocations of all items pursuant to Section 8 and all prior distributions for all taxable periods of the Partnership. The Partners believe and intend that the effect of making any and all liquidating distributions in accordance with the positive balances in their respective Capital Accounts will result in each Partner receiving liquidating distributions equal to the amount each such Partner would have received if liquidating distributions were instead distributed in accordance with the provisions set forth in Section 7.5 hereof. To the extent that the allocation provisions of Section 8 hereof would fail to produce such final Capital Account balances, (i) such provisions shall be amended by the General Partner if and to the extent necessary to produce such result and (ii) Profits and Losses of the Partnership for prior open years (or items of gross income and deduction of the Partnership for such years) shall be reallocated by the General Partner to and among the Partners to the extent it is not possible to achieve such result with allocations of items of income (including gross income) and deduction for the current year and future years, and the General Partner is hereby authorized to file such amended tax returns for the Partnership as may be reasonably necessary to effectuate the foregoing. This Section 12.3(c) shall control notwithstanding any reallocation or adjustment of taxable income, taxable loss or items thereof by the Internal Revenue Service or any other taxing authority.

13.□ Amendments. This Agreement may be amended only upon the unanimous affirmative vote of the General Partner and the Limited Partners.

14. Certificate of Limited Partnership and Other Documents. Substantially concurrently with the Effective Date of this Agreement, the General Partner shall have executed a certificate of limited partnership pursuant to the provisions of the Act and shall have caused such certificate to be filed with the office of the State Corporation Commission of the Commonwealth of Virginia as required by the Act. Notwithstanding anything otherwise contained herein, the Partnership shall not commence or become effective until said certificate of limited partnership has been so filed. The General Partner shall from time to time execute, acknowledge, and cause promptly to be filed and recorded such amendments of the Certificate of Limited Partnership as are required by the Act. Concurrently with any such amendment, this Agreement shall also be amended to reflect such change. In addition to the certificates and amendments specified in this Section, the General Partner shall promptly prepare, execute, acknowledge, verify, and file, as appropriate, any and all statements, certificates, or other instruments necessary to ensure that the Partnership is constituted and operated in conformity with all applicable legal requirements.

15. Attorneys' Fees. In the event that any legal action hereunder is instituted between the Partners arising out of this Agreement, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and court expenses, to be fixed and determined by the court in which said action is filed.

16. Notices. Any notices given under this Agreement by any Partner to any other Partner shall be in writing and shall be effective upon personal delivery to the address of such other Partner or upon forty-eight (48) hours after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, at the address of such other Partner as set forth on Exhibit "A" of this Agreement, as may be hereafter changed by written notice in accordance with this Section.

17. Miscellaneous.

17.1 No Modifications. No addition to or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the Partners.

17.2 Headings. The section headings herein are used only for the purpose of convenience and shall not be deemed to limit the subject of the sections of this Agreement or to be considered in their construction.

17.3 Governing Law. The laws of the Commonwealth of Virginia shall govern this Agreement.

17.4 Successors and Assigns. Subject to the limitations on assignment set forth in Section 9, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the Partners. As used in this section, "*successors*" shall refer to the successors to all or substantially all of the assets of a Partner and to a Partner's successors by merger or consolidation.

17.5 Further Assurances. Each of the Partners shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things, as may be reasonably necessary in connection with the performance of his, her or its obligations hereunder to carry out the intent of this Agreement.

17.6 No Waiver. No waiver by a Partner of a breach of any of the terms, covenants, or conditions of this Agreement by any other Partner shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein. No waiver of any default by a Partner hereunder shall be implied from any omission by any other Partner to take any action on account of such default if such default persists or is repeated and no express waiver shall affect a default other than as specified in such waiver.

17.7 Severability. If any portion of this Agreement shall become illegal, null, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

17.8 Entire Agreement. This Agreement constitutes the entire agreement between and among the Partners pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Partners, oral or written, are hereby superseded by this Agreement.

17.9 Tax Matters. The General Partner shall designate the Partnership's "**Partnership Representative**", which has the same meaning as "partnership representative" under Section 6223(a) of the Code, and in such capacity, the Partnership Representative is hereby authorized and empowered to act for and represent the Partnership and each of the Partners before the Internal Revenue Service or any other taxing authority in any audit or examination of any Partnership tax return and before any court. If required under the Code or Regulations, the General Partner shall also appoint a "designated individual" as defined under the Regulations, to act on behalf of the Partnership Representative and to serve with the powers granted to a designated individual under the Code and Regulations. If appointed, the designated individual shall be subject to the rights and obligations of the Partnership Representative as set forth in this Agreement. The Partnership Representative, in its sole discretion, may cause the Partnership to elect out of the application of Section 6221(a) for each fiscal year, if possible. If such election out is not made, the Partnership Representative, in its sole discretion, may cause the Partnership to elect the application of Section 6226 of the Code with respect to any imputed underpayment and comply with the requirements of Section 6226(a)(2) of the Code (to deliver to each Partner and former Partner of the Partnership for the reviewed year a statement of each such Partner's or former Partner's share of any adjustment to income, gain, loss, deduction, or credit) to the effect that Section 6225 of the Code shall not apply with respect to such underpayment. Any Partner or former Partner that fails to report its share of such adjustments on its U.S. federal income tax return shall indemnify and hold harmless the Partnership, the other Partners and the other former Partners against any tax, interest and penalties collected from the Partnership as a result of such Partner's or former Partner's failure, together with interest thereon. In addition, each Partner and former Partner hereby agrees to indemnify and hold harmless the Partnership, the other Partners, the other former Partners and the Partnership Representative from and against any liability with respect to the Partner's or former Partner's proportionate share of any tax liability (including related interest and penalties) asserted or imposed at the Partnership level in connection with any federal or state income tax audit of the Partnership regardless of whether such Partner or former Partner is a Partner in the year in which such adjustment is proposed or made. The foregoing covenants and indemnification obligations of the Partners and former Partners shall survive indefinitely and shall not terminate, without regard to any transfer of a Partner's interest in the Partnership, withdrawal of any Partner, or the

liquidation, dissolution or termination of the Partnership. Expenses reasonably incurred by the Partnership Representative in connection with its duties hereunder shall be borne by the Partnership, and if paid by the Partnership Representative in the first instance shall be reimbursed by the Partnership to the Partnership Representative. Such expenses shall include, without limitation, reasonable fees of attorneys and other tax professionals, accountants, appraisers and experts, filing fees and reasonable out of pocket costs.

17.10  Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic means in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as delivery of an executed original of this Agreement.

17.11  Waiver of Right to Partition. The Partners hereby waive any right they may have to cause any assets of the Partnership to be partitioned or divided among the Partners, or to file a complaint or institute any proceeding at law or in equity to cause any Partnership assets to be partitioned or otherwise divided among the Partners.

17.12  Counsel to the Partnership. The Partnership has initially selected the firm of Rutan & Tucker, LLP ("**Partnership Counsel**") as legal counsel to the Partnership. Partnership Counsel may also be counsel to any Partner or any affiliate of a Partner. The Partners shall execute on behalf of themselves and the Partnership any consent to the representation of the Partnership that Partnership Counsel may request pursuant to the California Rules of Professional Conduct or similar rules in any other jurisdiction ("**Rules**"). Each Partner acknowledges that Partnership Counsel does not represent any Partner unless there exists a clear and explicit agreement to such effect between the Partner and Partnership Counsel, and that in the absence of any such written agreement Partnership Counsel shall owe no duties directly to a Partner. Notwithstanding any adversity that may develop, in the event any dispute or controversy arises between any Partner and the Partnership, then each Partner agrees that Partnership Counsel may represent either the Partnership or such Partner in any such dispute or controversy to the extent permitted by the Rules, and each Partner hereby consents to such representation.

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the Partners have executed this Agreement to be effective as of the Effective Date.

**GENERAL PARTNER:**

STANDARD LEXINGTON PARK MANAGER  
LLC, a Delaware limited liability company

By: Bradley C. Martinson  
Name: Bradley C. Martinson  
Title: Authorized Representative

**LIMITED PARTNERS:**

ALTER INVESTMENT HOLDINGS LP,  
a Delaware limited partnership

By: Burnham Holdings LLC,  
a Delaware limited liability company,  
its General Partner

By: Bradley C. Martinson  
Bradley C. Martinson  
Authorized Representative

JAEGER INVESTMENT HOLDINGS LP,  
a California limited partnership

By: Vallejo Holdings, Inc.,  
a California corporation,  
its General Partner

By: Bradley C. Martinson  
Bradley C. Martinson  
Authorized Representative

**EXHIBIT "A"**

**INITIAL CAPITAL CONTRIBUTIONS AND PERCENTAGE INTERESTS OF PARTNERS**

As of September 27, 2021

| <b><u>Name and Address</u></b>  | <b><u>Initial Capital<br/>Contribution</u></b> | <b><u>Percentage<br/>Interest</u></b> |
|---|--|---------------------------------------|
| <b><u>General Partner:</u></b>  |  |                                       |
| Standard Lexington Park Manager LLC<br>c/o Standard Property Company Inc.<br>1901 Avenue of the Stars, Suite 395<br>Los Angeles, CA 90067 | \$1.00   | 0.01%                                 |
| <b><u>Limited Partner:</u></b>  |  |                                       |
| Jaeger Investment Holdings LP<br>1901 Avenue of the Stars, Suite 395<br>Los Angeles, CA 90067   | \$50.00  | 49.995%                               |
| Alter Investment Holdings LP<br>1901 Avenue of the Stars, Suite 395<br>Los Angeles, CA 90067  | \$50.00  | 49.995%                               |
| TOTAL   | \$101.00                                       | 100.00%                               |

**FIRST AMENDMENT TO  
LIMITED PARTNERSHIP AGREEMENT  
OF  
STANDARD LEXINGTON PARK VENTURE LP,  
a Virginia limited partnership**

THIS FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT (this “*Amendment*”), dated for reference purposes as of the 5<sup>th</sup> day of November, 2021 (the “*Effective Date*”), is made and entered into by and among Standard Lexington Park Manager LLC, a Delaware limited liability company (the “*General Partner*”), Alter Investment Holdings LP, a Delaware limited partnership (“*Alter Investment*”) and Jaeger Investment Holdings LP, a California limited partnership (“*Jaeger Investment*”) (Alter Investment and Jaeger Investment are hereinafter referred to, collectively, as the “*Limited Partners*”).

**RECITALS**

A. The Partnership was formed as a limited partnership under the provisions of the Virginia Revised Uniform Limited Partnership Act of the Commonwealth of Virginia pursuant to the filing of a Certificate of Limited Partnership filed with the State Corporation Commission of the Commonwealth of Virginia on September 27, 2021, and a Limited Partnership Agreement dated as of September 27, 2021 by and between the General Partner and the Limited Partners (the “*Partnership Agreement*”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Partnership Agreement.

B. The parties hereto desire to enter into this Amendment in order to make certain changes to the Partnership Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 3.1 of the Partnership Agreement is hereby amended and restated in its entirety to read as follows:

“3.1 Purpose of Partnership. The purpose of the Partnership is to acquire, own and operate (i) the “Lexington Park Apartments” located at 1225 Tidewater Drive, Norfolk, Virginia 23504 (the “*Lexington Park Property*”), (ii) the “Oak Park Apartments” located at 1500 Berkely Avenue, Norfolk, Virginia 23523 (the “*Oak Park Property*”), and (iii) the “Colonial Hall Apartments” located at 3412 Colonial Avenue, Norfolk, Virginia 23508 (the “*Colonial Hall Property*”, and collectively with the Lexington Park Property and Oak Park Property, the “*Property*”), and to conduct any activities that may be necessary, advisable or relate to such purposes, and to exercise all powers necessary, appropriate, proper, advisable, incidental to, or in furtherance of, the purpose of the Partnership

which may be legally exercised by a limited partnership under the Act.”

2. Full Force and Effect. Except as otherwise specifically provided herein, and notwithstanding anything in the Partnership Agreement to the contrary, the Partnership Agreement remains in full force and effect and unmodified.

3. Incorporation; Interpretation. The terms of the Partnership Agreement are hereby incorporated into this Amendment except as otherwise specifically provided herein. In the event of any inconsistency between the terms of this Amendment and the Partnership Agreement, the terms of this Amendment shall cover and control.

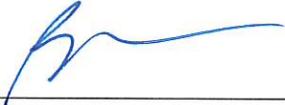
4. Execution. This Amendment may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile, electronic means in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as delivery of an executed original of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Partners have executed this Amendment to be effective as of the Effective Date.

**GENERAL PARTNER:**

STANDARD LEXINGTON PARK MANAGER  
LLC, a Delaware limited liability company

By:  \_\_\_\_\_

Name: Bradley C. Martinson

Title: Authorized Representative

**LIMITED PARTNERS:**

ALTER INVESTMENT HOLDINGS LP,  
a Delaware limited partnership

By: Burnham Holdings LLC,  
a Delaware limited liability company,  
its General Partner

By:  \_\_\_\_\_

Name: Bradley C. Martinson

Title: Authorized Representative

JAEGER INVESTMENT HOLDINGS LP,  
a California limited partnership

By: Vallejo Holdings, Inc.,  
a California corporation,  
its General Partner

By:  \_\_\_\_\_

Name: Bradley C. Martinson

Title: Authorized Representative

**SECOND AMENDMENT TO  
LIMITED PARTNERSHIP AGREEMENT  
OF  
STANDARD LEXINGTON PARK VENTURE LP,  
a Virginia limited partnership**

This SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT (this “*Amendment*”), dated for reference purposes as of the 29<sup>th</sup> day of September, 2023 (the “*Effective Date*”), is made and entered into by and among Standard Lexington Park Manager LLC, a Delaware limited liability company (the “*General Partner*”), Alter Investment Holdings LP, a Delaware limited partnership (“*Alter Investment*”), and Jaeger Investment Holdings LP, a California limited partnership (“*Jaeger Investment*”) (Alter Investment and Jaeger Investment are hereinafter referred to, collectively, as the “*Limited Partners*”).

**RECITALS**

A. The Partnership was formed as a limited partnership under the provisions of the Virginia Revised Uniform Limited Partnership Act of the Commonwealth of Virginia pursuant to the filing of a Certificate of Limited Partnership filed with the State Corporation Commission of the Commonwealth of Virginia on September 27, 2021, and a Limited Partnership Agreement dated as of September 27, 2021 by and between the General Partner and the Limited Partners, as amended by that certain First Amendment to Limited Partnership Agreement dated as of November 5, 2021 (collectively, the “*Partnership Agreement*”).

B. The parties hereto desire to enter into this Amendment in order to make certain changes to the Partnership Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Section 3.1 of the Partnership Agreement is hereby amended and restated in its entirety to read as follows:

“3.1 Purpose of Partnership. The purpose of the Partnership is to own and operate (i) the “Oak Park Apartments” located at 1500 Berkely Avenue, Norfolk, Virginia 23523 (the “*Oak Park Property*”) and (ii) the “Colonial Hall Apartments” located at 3412 Colonial Avenue, Norfolk, Virginia 23508 (the “*Colonial Hall Property*”, and collectively with the Oak Park Property, the “*Properties*”), and to conduct any activities that may be necessary, advisable or relate to such purposes, and to exercise all powers necessary, appropriate, proper, advisable, incidental to, or in furtherance of, the purpose of the Partnership which may be legally exercised by a limited partnership under the Act.”

3. Full Force and Effect. Except as otherwise specifically provided herein, and notwithstanding anything in the Partnership Agreement to the contrary, the Partnership Agreement

remains in full force and effect and unmodified.

4. Incorporation; Interpretation. The terms of the Partnership Agreement are hereby incorporated into this Amendment except as otherwise specifically provided herein. In the event of any inconsistency between the terms of this Amendment and the Partnership Agreement, the terms of this Amendment shall cover and control.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile, electronic means in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same effect as delivery of an executed original of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have affixed their signatures and seals to this Amendment as of the date first written above.

**GENERAL PARTNER:**

Standard Lexington Manager LLC,  
a Delaware limited liability company

By: Bradley C. Martinson  
Name: Bradley C. Martinson  
Title: Authorized Representative

**LIMITED PARTNERS:**

ALTER INVESTMENT HOLDINGS LP,  
a Delaware limited partnership

By: Burnham Holdings LLC,  
a Delaware limited liability company,  
its General Partner

By: Bradley C. Martinson  
Name: Bradley C. Martinson  
Title: Authorized Representative

JAEGER INVESTMENT HOLDINGS LP,  
a California limited partnership

By: Vallejo Holdings, Inc.,  
a California corporation,  
its General Partner

By: Bradley C. Martinson  
Name: Bradley C. Martinson  
Title: Authorized Representative

# Second Amendment to Standard Lexington Park Venture LP LPA - BM

Final Audit Report

2023-11-03

|                 |   |
|-----------------|---|
| Created:        | 2023-11-03  |
| By:             | Genevieve Sanchez (gsanchez@standard-companies.com) |
| Status:         | Signed  |
| Transaction ID: | CBJCHBCAABAA7IUx5gLFvomiX2MVfF7437QqmT6CP_HM        |

## "Second Amendment to Standard Lexington Park Venture LP LP A - BM" History

-  Document created by Genevieve Sanchez (gsanchez@standard-companies.com)  
2023-11-03 - 6:55:40 PM GMT- IP address: 76.169.200.179
-  Document emailed to Brad Martinson (bmartinson@standard-companies.com) for signature  
2023-11-03 - 6:58:27 PM GMT
-  Email viewed by Brad Martinson (bmartinson@standard-companies.com)  
2023-11-03 - 7:12:29 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Brad Martinson (bmartinson@standard-companies.com)  
Signature Date: 2023-11-03 - 7:12:55 PM GMT - Time Source: server- IP address: 68.109.81.71
-  Agreement completed.  
2023-11-03 - 7:12:55 PM GMT

## DEVELOPMENT SERVICES AGREEMENT

(Oak Park Apartments & Colonial Hall Apartments)

THIS DEVELOPMENT SERVICES AGREEMENT (this “*Agreement*”) is made effective as of \_\_\_\_\_, 2023, by and between STANDARD LEXINGTON PARK VENTURE LP, a Virginia limited partnership (the “*Partnership*”), and STANDARD PADS LLC, a Delaware limited liability company (the “*Developer*”).

### RECITALS

A. The Partnership was formed for the purposes of acquiring, rehabilitating and operating two multi-family apartment developments consisting of a total of 80 residential units reserved for persons of low income and located in the City of Norfolk, State of Virginia (the “*Project*”).

B. The Partnership desires that the Developer provide certain services with respect to overseeing the development of the Project for the Partnership.

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

1. Development Services Appointment and Term. The Partnership hereby appoints the Developer to render services in overseeing the development of the Project for the Partnership as herein contemplated. Developer’s obligations under this Agreement shall begin effective as of the date hereof and shall end on the date the last completed building comprising the Project has been placed in service for purposes of Section 42 of the Internal Revenue Code (the “*Code*”).

2. Development Services.

(a) The Developer shall oversee the development and rehabilitation of the Project, in its capacity as the developer thereof, and shall perform the services and carry out the responsibilities reasonably within the general scope of such development and rehabilitation and as set forth herein.

(b) The Developer’s services shall be performed in the name and on behalf of the Partnership and shall consist of the duties set forth in the following subparagraphs of this Section 2(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the control of the Developer, the Developer shall nonetheless be obligated to (i) use best efforts to perform such duty, and (ii) promptly notify the Partnership that the performance of such duty is beyond its control. The Developer has performed or shall perform the following:

(i) Assist the Partnership in connection with the acquisition of the Project;

(ii) Negotiate and cause to be executed in the name and on behalf of the Partnership agreements for testing or consulting services for the Project, and any agreements for the rehabilitation of any improvements or tenant improvements to be constructed or installed by the Partnership or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is to be made shall have been approved by the Partnership;

(iii) Assist the Partnership in dealing with neighborhood groups, local organizations, and other parties interested in the development of the Project in connection with such development;

(iv) Establish and implement appropriate administrative and financial procedures and controls for the rehabilitation of the Project, including but not limited to:

(A) coordination and administration of professionals and consultants employed in connection with the rehabilitation of the Project;

(B) administration of any construction contracts on behalf of the Partnership;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection procedures for and selection of subcontractors and suppliers;

(E) the review and submission to the Partnership for approval of all requests for payments under any agreements providing funds for the benefit of the Partnership for the construction of any improvements;

(F) applying for and maintaining in full force and effect any and all governmental permits and approvals, if any, required for the lawful construction of the Project;

(G) compliance with all terms and conditions applicable to the Partnership or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project;

(H) furnishing such consultation and advice relating to the rehabilitation and development of the Project as may be reasonably requested from time to time by the Partnership;

(I) keeping the Partnership fully informed on a regular basis of the progress of the design and rehabilitation of the Project, including the preparation of such reports as are provided for in the Partnership Agreement or as may be requested by the Partnership; and

(J) giving or making the Partnership's instructions, requirements, approvals and payments provided for in the agreements with professionals and consultants retained for the Project;

(v) Inspect the progress of the course of rehabilitation of the Project, including verification of the materials and labor being furnished to the Project and on behalf of such rehabilitation so as to be fully competent to approve or disapprove requests for payment made by parties with respect to the rehabilitation of the Project, and in addition to verify that the same is being carried out substantially in accordance with the scope of work approved by the Partnership or, in the event that the same is not being so carried out, to promptly so notify the Partnership;

(vi) If requested to do so by the Partnership, perform on behalf of the Partnership all obligations of the Partnership with respect to the rehabilitation of the Project contained in any loan agreement or security agreement entered into in connection with any financing for the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Partnership to the Developer or the Partnership has otherwise notified the Developer in writing of such obligations;

(vii) To the extent requested to do so by the Partnership, prepare and distribute to the Partnership a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other construction cost estimates as required by the Partnership and financial accounting reports, including monthly progress reports on the quality, progress and cost of rehabilitation and recommendations as to the drawing of funds arranged by the Partnership to cover the cost of construction of the Project;

(viii) Assist the Partnership in obtaining and maintaining insurance coverage for the Project, the Partnership and its agents during the construction phase of the Project, in accordance with any insurance schedule approved by the Partnership, which insurance shall include general public liability insurance covering claims for personal injury, including, but not limited to, bodily injury, or property damage, occurring in or upon the Project or the streets, passageways, curbs and vaults adjoining the Project. Such insurance shall be in a liability amount approved by the Partnership;

(ix) During the construction period of the Project, comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter called "*laws*") of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services Offices having jurisdiction in the county in which the Project is located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage for the Partnership or the Project, which may be applicable to the Project

or any part thereof. The Developer shall likewise ensure that all agreements between the Partnership and independent contractors to comply with all such applicable laws;

(x) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions thereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Partnership and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will make application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(xi) Use commercially reasonable efforts to accomplish the timely completion of the Project in accordance with the approved scope of work and the time schedules for such completion approved by the Partnership;

(xii) Implement any decisions made by the Developer and, to the extent required, approved by the Partnership, in connection with the rehabilitation of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xiii) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are reasonably requested to be performed by the Partnership and are within the general scope of the services described herein.

The parties hereto agree that no services shall be provided to Partnership by Developer under this Agreement in connection with (1) securing a permanent loan commitment for the Project or negotiating or closing any permanent loan for the Project; or (2) identifying potential limited partners or syndicating any limited partner interest in Partnership.

### 3. Fees.

(a) For services performed and to be performed under this Agreement, the Partnership shall pay the Developer a development fee (the "**Development Fee**") in an amount equal to \$\_\_\_\_\_. The Development Fee shall be paid out of debt and equity proceeds of the Partnership to the extent such debt and equity proceeds are not required for other Partnership purposes. The balance of the Development Fee that has not been paid by the date of the final installment of the Investor Limited Partner Capital Contribution shall be paid out of Net Cash Flow and/or the proceeds from the sale or refinancing of the Project or a Capital Transaction, in each case pursuant to and in accordance with the terms of the Partnership Agreement. The entire Development Fee shall be paid within thirteen (13) years from the date the last building of the Project is placed in service. Any portion of the Development Fee which has not been paid by the thirteenth (13<sup>th</sup>) anniversary of the date the last building of the Project is placed in service shall be paid from the proceeds of a capital contribution from the General Partner to the Partnership in an amount equal to the unpaid portion of the Development Fee. The Development Fee shall be allocated to the development services performed pursuant to this Agreement as follows: (i) \$\_\_\_\_\_ of the Development Fee shall be allocated to the services performed pursuant to

Section 2(b)(i) above, and (ii) the remainder of the Development Fee shall be allocated to all other development services performed pursuant to this Agreement.

(b) The Development Fee shall be deemed earned as it is paid, but in all events shall be earned in its entirety as of the date the Project is placed in service for purposes of Section 42 of the Code.

(c) If the Partnership fails to pay the Development Fee when due, the Developer shall notify the Partnership in writing of such default, in which event the Partnership shall have thirty (30) days from receipt of the notice to cure the default. The Development Fee due under this Section 3 shall be the only amount payable to the Developer for services performed pursuant to this Agreement. The Developer shall not be entitled to any reimbursement for costs and expenses, including, without limitation, salaries, compensation and fringe benefits of employees of the Developer or for overhead of the Developer.

(d) Notwithstanding anything else in this Agreement to the contrary, if Developer fails to complete construction of the Project at a total depreciable cost such that the Project does not satisfy the "50% test" under Code Section 42(h)(4)(B), then the Development Fee shall be reduced on a dollar for dollar basis to the extent the payment of such Development Fee would cause less than 50% of the aggregate basis of the Project's building and the land on which such building is located, as such terms are defined in Code Section 42(h)(4)(B) to be financed by an obligation described in Code Section 42(h)(4)(A).

4. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law now or hereinafter in effect which renders any provision hereof prohibited or unenforceable in any respect.

5. Applicable Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of the State of Virginia applicable to agreements made and to be performed entirely therein.

6. Indemnification. The Developer hereby agrees to indemnify, defend, protect and hold harmless the Partnership and each of its constituent partners from and against any loss, cost, liability, action, cause of action, suit, penalty, fine, damage or expense, including, without limitation, attorneys' fees and court costs, incurred by the indemnified party by reason of the gross negligence, fraud, breach of fiduciary duty or willful misconduct by the indemnifying party related to the provision of development services under this Agreement.

7. Right of Offset. The Developer hereby acknowledges and agrees that the Partnership Agreement provides that upon the removal or withdrawal in lieu of removal of any General Partner of the Partnership that is an Affiliate of the Developer, to the extent all or any portion of the Development Fee remains unpaid as of the day preceding the effective date of such removal and/or withdrawal of such General Partner, the Partnership may offset amounts due to the

Partnership by such General Partner that arise under the Partnership Agreement and/or any of the Project Documents, against the unpaid Development Fee. In furtherance of the foregoing, the Developer agrees to accept an assignment of the Partnership's claims against such General Partner that are offset against the amount of the unpaid Development Fee as payment from the Partnership of the unpaid Development Fee, and further agrees that it shall look solely to such General Partner for payment of the amount so offset.

8. Binding Agreement. This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns. No modification or amendment to this Agreement shall be valid without the written consent of the Administrative Limited Partner. This Agreement may not be modified, amended, revised or varied in any way whatsoever except by the express terms of a writing duly executed by the Partnership's Investor Limited Partner.

9. Headings. All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

10. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

11. Reliance. No person other than the parties to this Agreement may directly or indirectly rely upon or enforce the provisions of this Agreement, whether as a third party beneficiary or otherwise.

12. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties or any third party to create the relationship of partners or joint venturers between the Developer and the Partnership.

13. Defined Terms. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Amended and Restated Agreement of Limited Partnership of the Partnership, of even date herewith (the "*Partnership Agreement*").

14. Variations Between Agreements. To the extent there are inconsistencies between this Agreement and the Partnership Agreement, the Partnership Agreement shall control.

[remainder of page intentionally blank]

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

**PARTNERSHIP:**

STANDARD LEXINGTON PARK VENTURE LP,  
a Virginia limited partnership

By: Standard Lexington Park Manager LLC,  
a Delaware limited liability company, its  
General Partner

By: \_\_\_\_\_  
Name: Bradley C. Martinson  
Title: Authorized Representative

**DEVELOPER:**

STANDARD PADS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Bradley C. Martinson  
Title: Authorized Representative

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, September 27, 2021

This is to certify that the certificate of limited partnership of

### **Standard Lexington Park Venture LP**

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

Effective date: September 27, 2021



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

## Limited Partnership - Certificate of Limited Partnership

### Entity Information

Entity Name: Standard Lexington Park Venture LP      Entity Type: Limited Partnership  
 LLP Status: No

### Business Type

Industry Code: 0 - General

### Duration

Perpetual(forever)

### Registered Agent Information

RA Type: Entity      Locality: HANOVER COUNTY  
 RA Qualification: N/A  
 Name: Registered Agent Solutions, Inc.      Email Address: rorozco@rasi.com

The limited partnership's initial registered office address, including the street and number, if any, which is identical to the business office of the initial registered agent, is:

Registered Office Address: 7288 Hanover Green Dr, Mechanicsville, VA, 23111 - 1709, USA      Contact Number: N/A

### Principal Office Address

Address: 1901 Avenue of the Stars Ste 395, Los Angeles, CA, 90067 - 6058, USA

### Principal Information

| Title           | Name                                | Address  |
|-----------------|-------------------------------------|--|
| General Partner | Standard Lexington Park Manager LLC | 1901 Avenue of the Stars, Suite 395, Los Angeles, CA, 90067, USA |

### Signature Information

Date Signed: 09/27/2021

| Entity Name                         | Entity Type               | Printed Name         | Signature            | Title             |
|-------------------------------------|---------------------------|----------------------|----------------------|-------------------|
| Standard Lexington Park Manager LLC | Limited Liability Company | Bradley C. Martinson | Bradley C. Martinson | Authorized Person |

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name: **Oak Park & Colonial Hall Apartments**

Name of Applicant (entity): **Standard Lexington Park Venture LP**

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

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

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

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

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

5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants has been convicted of a felony and is not presently the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
8. None of the Participants has been suspended, debarred, or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the Participants is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the Participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. None of the Participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the Participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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



Signature

**Steven Kahn**

Printed Name

**12/20/2023**

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Oak Park & Colonial Hall Apartments

Name of Applicant: Standard Lexington Park Venture LP

**INSTRUCTIONS:**

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

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

| Development Name/Location        | Name of Ownership Entity and Phone Number (1) | 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 Aspen Wood                     | Standard Aspen Wood Venture LP                | Y  | 123              | 122                    | TBD                    | TBD                | N                                     |
| 2 Baltic Plaza                   | Standard Baltic Venture LP                    | Y  | 169              | 168                    | 12/31/2022             | TBD                | N                                     |
| 3 Beverly Park Senior Apartments | Standard BP Venture LP                        | Y  | 49               | 49                     | 12/20/2016             | 1/31/2018          | N                                     |
| 4 Bridgeview Village Apartments  | Standard Bridgeview Venture LP                | Y  | 300              | 300                    | TBD                    | TBD                | N                                     |
| 5 Canebreak Apartments           | Standard Canebreak Venture LP                 | Y  | 120              | 120                    | 1/31/2021              | 8/7/2023           | N                                     |
| 6 Carson Towers Apartments       | Standard Carson Venture LP                    | Y  | 133              | 133                    | 4/22/2016              | 12/13/2019         | N                                     |
| 7 Centennial North Apartments    | Standard CN Owner LLC                         | Y  | 101              | 101                    | 11/12/2019             | 11/9/2020          | N                                     |
| 8 Centennial South Apartments    | Standard CS Owner LLC                         | Y  | 97               | 97                     | 12/19/2019             | 11/9/2020          | N                                     |
| 9 Charles Place Apartments       | Standard CP Venture LP                        | Y  | 200              | 200                    | 3/31/2015              | 8/10/2017          | N                                     |
| 10 Colony House Apartments       | Standard Colony Venture 2.0 LP                | Y  | 101              | 101                    | 12/15/2017             | 8/1/2018           | N                                     |
| 11 Commons at Princess Anne      | Standard Commons Owner LLC                    | Y  | 186              | 186                    | 10/10/2001             | 2/12/2004          | N                                     |
| 12 Commonwealth Apartments       | Standard Commonwealth Venture LP              | Y  | 145              | 145                    | TBD                    | TBD                | N                                     |
| 13 Costa Azul Senior Apartments  | Standard SFV Venture LP                       | Y  | 280              | 56                     | 12/31/2017             | In Process         | N                                     |
| 14 Crocker Oaks Apartments       | Standard Crocker Venture LP                   | Y  | 131              | 117                    | 7/31/2002              | 1/27/2003          | N                                     |
| 15 Curtis Arms Apartments        | Standard Curtis Venture LP                    | Y  | 106              | 106                    | 9/21/2018              | 6/11/2021          | N                                     |
| 16 Denbigh Trace Apartments      | Standard Denbigh Trace Venture LP             | Y  | 128              | 128                    | TBD                    | TBD                | N                                     |
| 17 Fairfield Apartments          | Standard Fairfield Venture LP                 | Y  | 128              | 128                    | 12/31/2020             | 10/18/2022         | N                                     |
| 18 Fellowship Apartments         | Fellowship Manor LIHTC LP                     | Y  | 131              | 130                    | TBD                    | TBD                | N                                     |
| 19 Foothill Villas Apartments    | Standard Foothill Venture LP                  | Y  | 239              | 239                    | 3/12/2021              | TBD                | N                                     |
| 20 Fort Chaplin Park Apartments  | Standard FCP Venture LP                       | Y  | 549              | 549                    | 9/30/2016              | 7/10/2020          | N                                     |
| 21 Greenleaf Apartments          | Standard Greenleaf Venture LP                 | Y  | 321              | 321                    | TBD                    | TBD                | N                                     |
| 22 Heritage Apartments           | Standard Heritage Venture LP                  | Y  | 271              | 271                    | 12/31/2019             | 6/10/2021          | N                                     |
| 23 Imperial Tower                | Vallejo Imperial Venture LP                   | Y  | 187              | 187                    | 12/14/2018             | 7/14/2021          | N                                     |
| 24 Lake Park Crescent            | Standard LPC Venture LP                       | Y  | 148              | 109                    | TBD                    | TBD                | N                                     |
| 25 Lakeside Village              | Standard Lakeside LLP                         | Y  | 840              | 840                    | 10/31/2014             | 2/18/2016          | N                                     |
| 26 Lakeview House Apartments     | Standard Lakeview Venture LP                  | Y  | 152              | 152                    | 6/19/2015              | 11/14/2016         | N                                     |
| 27 Maple Pointe Apartments       | Standard Maple Owner LLC                      | Y  | 343              | 231                    | 12/31/2019             | 11/9/2020          | N                                     |
| 28 Midway Manor                  | Standard Midway Manor Venture LP              | Y  | 98               | 98                     | TBD                    | TBD                | N                                     |
| 29 New York Avenue Apartments    | Standard NYA Venture LP                       | Y  | 151              | 150                    | 12/31/2022             | TBD                | N                                     |
| 30 Osprey Place                  | Standard Osprey Venture LP                    | Y  | 34               | 74                     | 1/31/2022              | TBD                | N                                     |
| 31 Park Shirlington Apartments   | Park Shirlington Preservation LP              | Y  | 294              | 294                    | TBD                    | TBD                | N                                     |
| 32 Ridgewood Towers Apartments   | Standard Ridgewood Venture LP                 | Y  | 140              | 140                    | 10/1/2012              | 5/20/2013          | N                                     |
| 33 Rio Vista Apartments          | Standard Rio Vista LP                         | Y  | 161              | 161                    | 9/5/2014               | 7/29/2016          | N                                     |
| 34 Ritoh Homes                   | Standard RH Venture LP                        | Y  | 46               | 46                     | 12/28/2020             | TBD                | N                                     |
| 35 Shannon Park Apartments       | Standard Shannon Venture LP                   | Y  | 96               | 96                     | TBD                    | TBD                | N                                     |
| 36 Snowden House Apartments      | Standard Snowden Venture LP                   | Y  | 124              | 124                    | 12/1/2017              | 5/15/2019          | N                                     |
| 37 Three Link Tower              | Three Link LIHTC LLC                          | Y  | 122              | 121                    | TBD                    | TBD                | N                                     |
| 38 Villa Raymond                 | Standard Villa Raymond Venture LP             | Y  | 61               | 61                     | 12/31/2021             | 7/13/2023          | N                                     |
| 39 Village Oaks Apartments       | Standard Oaks Venture LP                      | Y  | 181              | 181                    | 12/31/2014             | 7/21/2015          | N                                     |
| 40 Vista la Rosa Apartments      | Standard VLR Venture LP                       | Y  | 240              | 182                    | 6/17/2016              | 6/25/2020          | N                                     |
| 41 Walsh Park Apartments         | Standard Walsh Owner LLC                      | Y  | 134              | 134                    | 12/31/2019             | 11/9/2020          | N                                     |
| 42 Westwind Towers Apartments    | Standard Westwind Venture LP                  | Y  | 150              | 150                    | 12/11/2014             | 12/22/2016         | N                                     |
| 43 Westwood Terrace Apartments   | Standard Westwood Venture LP                  | Y  | 97               | 97                     | 11/17/2011             | 5/20/2013          | N                                     |
| 44 Wolford Apartments            | Standard Wolford Owner LLC                    | Y  | 100              | 100                    | 12/31/2019             | 11/9/2020          | N                                     |
| 45                               |   |  |                  |                        |                        |                    |                                       |
| 46                               |   |  |                  |                        |                        |                    |                                       |
| 47                               |   |  |                  |                        |                        |                    |                                       |
| 48                               |   |  |                  |                        |                        |                    |                                       |
| 49                               |   |  |                  |                        |                        |                    |                                       |
| 50                               |   |  |                  |                        |                        |                    |                                       |

\* 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: 7,907 7,495 95% LIHTC as % of Total Units

v.01.018.22

(1) All ownership entities can be reached at 310-553-5711

# List of LIHTC Developments (Schedule A)



Development Name: Oak Park & Colonial Hall Apartments

Name of Applicant: Standard Lexington Park Venture LP

**INSTRUCTIONS:**

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

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

| Development Name/Location | Name of Ownership Entity and Phone Number (1) | CGP or 'Named' Managing Member at the time of dev.?<br>(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                         | Aspen Wood                                    | Standard Aspen Wood Venture LP                                | Y                | 123                    | 122                    | TBD                | TBD                                   | N |
| 2                         | Baltic Plaza                                  | Standard Baltic Venture LP                                    | Y                | 169                    | 168                    | TBD                | TBD                                   | N |
| 3                         | Bridgeview Village Apartments                 | Standard Bridgeview Venture LP                                | Y                | 300                    | 300                    | TBD                | TBD                                   | N |
| 4                         | Canebreak Apartments                          | Standard Canebreak Venture LP                                 | Y                | 120                    | 120                    | 1/31/2021          | 8/7/2023                              | N |
| 5                         | Carson Towers Apartments                      | Standard Carson Venture LP                                    | Y                | 133                    | 133                    | 4/22/2016          | 12/13/2019                            | N |
| 6                         | Centennial North Apartments                   | Standard CN Owner LLC   | Y                | 101                    | 101                    | 11/12/2019         | 11/9/2020                             | N |
| 7                         | Centennial South Apartments                   | Standard CS Owner LLC   | Y                | 97                     | 97                     | 12/19/2019         | 11/9/2020                             | N |
| 8                         | Colony House Apartments                       | Standard Colony Venture 2.0 LP                                | Y                | 101                    | 101                    | 12/15/2017         | 8/1/2018                              | N |
| 9                         | Commons at Princess Anne                      | Standard Commons Owner LLC                                    | Y                | 186                    | 186                    | 10/10/2001         | 2/12/2004                             | N |
| 10                        | Commonwealth Apartments                       | Standard Commonwealth Venture LP                              | Y                | 145                    | 145                    | TBD                | TBD                                   | N |
| 11                        | Costa Azul Senior Apartments                  | Standard SFV Venture LP                                       | Y                | 280                    | 56                     | 12/31/2017         | In Process                            | N |
| 12                        | Curtis Arms Apartments                        | Standard Curtis Venture LP                                    | Y                | 106                    | 106                    | 9/21/2018          | 6/11/2021                             | N |
| 13                        | Denbigh Trace Apartments                      | Standard Denbigh Trace Venture LP                             | Y                | 128                    | 128                    | TBD                | TBD                                   | N |
| 14                        | Fairfield Apartments                          | Standard Fairfield Venture LP                                 | Y                | 128                    | 128                    | 12/31/2020         | 10/18/2022                            | N |
| 15                        | Fellowship Apartments                         | Fellowship Manor LIHTC LP                                     | Y                | 131                    | 130                    | TBD                | TBD                                   | N |
| 16                        | Foothill Villas Apartments                    | Standard Foothill Venture LP                                  | Y                | 239                    | 239                    | 3/12/2021          | TBD                                   | N |
| 17                        | Fort Chaplin Park Apartments                  | Standard FCP Venture LP                                       | Y                | 549                    | 549                    | 9/30/2016          | 7/10/2020                             | N |
| 18                        | Greenleaf Apartments                          | Standard Greenleaf Venture LP                                 | Y                | 321                    | 321                    | TBD                | TBD                                   | N |
| 19                        | Heritage Apartments                           | Standard Heritage Venture LP                                  | Y                | 271                    | 271                    | 12/31/2019         | 6/10/2021                             | N |
| 20                        | Lake Park Crescent                            | Standard LPC Venture LP                                       | Y                | 148                    | 109                    | TBD                | TBD                                   | N |
| 21                        | Maple Pointe Apartments                       | Standard Maple Owner LLC                                      | Y                | 343                    | 231                    | 12/31/2019         | 11/9/2020                             | N |
| 22                        | Midway Manor                                  | Standard Midway Manor Venture LP                              | Y                | 98                     | 98                     | TBD                | TBD                                   | N |
| 23                        | New York Avenue Apartments                    | Standard NYA Venture LP                                       | Y                | 151                    | 150                    | 12/31/2022         | TBD                                   | N |
| 24                        | Osprey Place                                  | Standard Osprey Venture LP                                    | Y                | 34                     | 74                     | 1/31/2022          | TBD                                   | N |
| 25                        | Park Shirlington Apartments                   | Park Shirlington Preservation LP                              | Y                | 294                    | 294                    | TBD                | TBD                                   | N |
| 26                        | Ritch Homes                                   | Standard RH Venture LP  | Y                | 46                     | 46                     | 12/28/2020         | TBD                                   | N |
| 27                        | Shannon Park Apartments                       | Standard Shannon Venture LP                                   | Y                | 96                     | 96                     | TBD                | TBD                                   | N |
| 28                        | Snowden House Apartments                      | Standard Snowden Venture LP                                   | Y                | 124                    | 124                    | 12/1/2017          | 5/15/2019                             | N |
| 29                        | Three Link Tower                              | Three Link LIHTC LLC  | Y                | 122                    | 121                    | TBD                | TBD                                   | N |
| 30                        | Villa de Guadalupe                            | Burnham VDG Venture LP  | Y                | 101                    | 101                    | 12/31/2017         | 6/19/2020                             | N |
| 31                        | Villa Raymond                                 | Standard Villa Raymond Venture LP                             | Y                | 61                     | 61                     | 12/31/2021         | 7/13/2023                             | N |
| 32                        | Vista La Rosa Apartments                      | Standard VLR Venture LP                                       | Y                | 240                    | 182                    | 6/17/2016          | 6/25/2020                             | N |
| 33                        | Walsh Park Apartments                         | Standard Walsh Owner LLC                                      | Y                | 134                    | 134                    | 12/31/2019         | 11/9/2020                             | N |
| 34                        | Wolford Apartments                            | Standard Wolford Owner LLC                                    | Y                | 100                    | 100                    | 12/31/2019         | 11/9/2020                             | N |
| 35                        |   |   |                  |                        |                        |                    |                                       |   |
| 36                        |   |   |                  |                        |                        |                    |                                       |   |
| 37                        |   |   |                  |                        |                        |                    |                                       |   |
| 38                        |   |   |                  |                        |                        |                    |                                       |   |
| 39                        |   |   |                  |                        |                        |                    |                                       |   |
| 40                        |   |   |                  |                        |                        |                    |                                       |   |

\* 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:** 5,720 5,322 93% **LIHTC as % of Total Units**  
v.01.018.22

(1) All ownership entities can be reached at 310-553-5711

# List of LIHTC Developments (Schedule A)



Development Name: Oak Park & Colonial Hall Apartments

Name of Applicant: Standard Lexington Park Venture LP

**INSTRUCTIONS:**

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

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

| Development Name/Location | Name of Ownership Entity and Phone Number (1) | 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                         | Aspen Wood                                    | Standard Aspen Wood Venture LP                             | Y                | 123                    | 122                    | TBD                | TBD                                   | N |
| 2                         | Baltic Plaza                                  | Standard Baltic Venture LP                                 | Y                | 169                    | 168                    | 12/31/2022         | TBD                                   | N |
| 3                         | Bridgeview Village Apartments                 | Standard Bridgeview Venture LP                             | Y                | 300                    | 300                    | TBD                | TBD                                   | N |
| 4                         | Canebreak Apartments                          | Standard Canebreak Venture LP                              | Y                | 120                    | 120                    | 1/31/2021          | 8/7/2023                              | N |
| 5                         | Carson Towers Apartments                      | Standard Carson Venture LP                                 | Y                | 133                    | 133                    | 4/22/2016          | 12/13/2019                            | N |
| 6                         | Centennial North Apartments                   | Standard CN Owner LLC                                      | Y                | 101                    | 101                    | 11/12/2019         | 11/9/2020                             | N |
| 7                         | Centennial South Apartments                   | Standard CS Owner LLC                                      | Y                | 97                     | 97                     | 12/19/2019         | 11/9/2020                             | N |
| 8                         | Colony House Apartments                       | Standard Colony Venture 2.0 LP                             | Y                | 101                    | 101                    | 12/15/2017         | 8/1/2018                              | N |
| 9                         | Commons at Princess Anne                      | Standard Commons Owner LLC                                 | Y                | 186                    | 186                    | 10/10/2001         | 2/12/2004                             | N |
| 10                        | Commonwealth Apartments                       | Standard Commonwealth Venture LP                           | Y                | 145                    | 145                    | TBD                | TBD                                   | N |
| 11                        | Costa Azul Senior Apartments                  | Standard SFV Venture LP                                    | Y                | 280                    | 56                     | 12/31/2017         | In Process                            | N |
| 12                        | Curtis Arms Apartments                        | Standard Curtis Venture LP                                 | Y                | 106                    | 106                    | 9/21/2018          | 6/11/2021                             | N |
| 13                        | Denbigh Trace Apartments                      | Standard Denbigh Trace Venture LP                          | Y                | 128                    | 128                    | TBD                | TBD                                   | N |
| 14                        | Fairfield Apartments                          | Standard Fairfield Venture LP                              | Y                | 128                    | 128                    | 12/31/2020         | 10/18/2022                            | N |
| 15                        | Fellowship Apartments                         | Fellowship Manor LIHTC LP                                  | Y                | 131                    | 130                    | TBD                | TBD                                   | N |
| 16                        | Foothill Villas Apartments                    | Standard Foothill Venture LP                               | Y                | 239                    | 239                    | 3/12/2021          | TBD                                   | N |
| 17                        | Fort Chaplin Park Apartments                  | Standard FCP Venture LP                                    | Y                | 549                    | 549                    | 9/30/2016          | 7/10/2020                             | N |
| 18                        | Greenleaf Apartments                          | Standard Greenleaf Venture LP                              | Y                | 321                    | 321                    | TBD                | TBD                                   | N |
| 19                        | Heritage Apartments                           | Standard Heritage Venture LP                               | Y                | 271                    | 271                    | 12/31/2019         | 6/10/2021                             | N |
| 20                        | Imperial Tower                                | Vallejo Imperial Venture LP                                | Y                | 187                    | 187                    | 12/14/2018         | 7/14/2021                             | N |
| 21                        | Lake Park Crescent                            | Standard LPC Venture LP                                    | Y                | 148                    | 109                    | TBD                | TBD                                   | N |
| 22                        | Maple Pointe Apartments                       | Standard Maple Owner LLC                                   | Y                | 343                    | 231                    | 12/31/2019         | 11/9/2020                             | N |
| 23                        | Midway Manor                                  | Standard Midway Manor Venture LP                           | Y                | 98                     | 98                     | TBD                | TBD                                   | N |
| 24                        | New York Avenue Apartments                    | Standard NYA Venture LP                                    | Y                | 151                    | 150                    | 12/31/2022         | TBD                                   | N |
| 25                        | Osprey Place                                  | Standard Osprey Venture LP                                 | Y                | 34                     | 74                     | 1/31/2022          | TBD                                   | N |
| 26                        | Park Shirlington Apartments                   | Park Shirlington Preservation LP                           | Y                | 294                    | 294                    | TBD                | TBD                                   | N |
| 27                        | Ritch Homes                                   | Standard RH Venture LP                                     | Y                | 46                     | 46                     | 12/28/2020         | TBD                                   | N |
| 28                        | Shannon Park Apartments                       | Standard Shannon Venture LP                                | Y                | 96                     | 96                     | TBD                | TBD                                   | N |
| 29                        | Snowden House Apartments                      | Standard Snowden Venture LP                                | Y                | 124                    | 124                    | 12/1/2017          | 5/15/2019                             | N |
| 30                        | Three Link Tower                              | Three Link LIHTC LLC                                       | Y                | 122                    | 121                    | TBD                | TBD                                   | N |
| 31                        | Villa Raymond                                 | Standard Villa Raymond Venture LP                          | Y                | 61                     | 61                     | 12/31/2021         | 7/13/2023                             | N |
| 32                        | Vista la Rosa Apartments                      | Standard VLR Venture LP                                    | Y                | 240                    | 182                    | 6/17/2016          | 6/25/2020                             | N |
| 33                        | Walsh Park Apartments                         | Standard Walsh Owner LLC                                   | Y                | 134                    | 134                    | 12/31/2019         | 11/9/2020                             | N |
| 34                        | Wolford Apartments                            | Standard Wolford Owner LLC                                 | Y                | 100                    | 100                    | 12/31/2019         | 11/9/2020                             | N |
| 35                        |   |  |                  |                        |                        |                    |                                       |   |
| 36                        |   |  |                  |                        |                        |                    |                                       |   |
| 37                        |   |  |                  |                        |                        |                    |                                       |   |
| 38                        |   |  |                  |                        |                        |                    |                                       |   |
| 39                        |   |  |                  |                        |                        |                    |                                       |   |
| 40                        |   |  |                  |                        |                        |                    |                                       |   |

\* 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. LIHTC as % of Total Units v.01.018.22

**1st PAGE TOTAL:** 5,806 5,408 93%

(1) All ownership entities can be reached at 310-553-5711

# List of LIHTC Developments (Schedule A)



Development Name: Oak Park & Colonial Hall Apartments

Name of Applicant: Standard Lexington Park Venture LP

**INSTRUCTIONS:**

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

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

| Development Name/Location | Name of Ownership Entity and Phone Number (1) | CGP or 'Named' Managing Member at the time of dev.?<br>(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                         | Aspen Wood                                    | Standard Aspen Wood Venture LP                                | Y                | 123                    | 122                    | TBD                | TBD                                   | N |
| 2                         | Baltic Plaza                                  | Standard Baltic Venture LP                                    | Y                | 169                    | 168                    | TBD                | TBD                                   | N |
| 3                         | Beverly Park Senior Apartments                | Standard BP Venture LP  | Y                | 49                     | 49                     | 12/20/2016         | 1/31/2018                             | N |
| 4                         | Bridgeview Village Apartments                 | Standard Bridgeview Venture LP                                | Y                | 300                    | 300                    | TBD                | TBD                                   | N |
| 5                         | Canebreak Apartments                          | Standard Canebreak Venture LP                                 | Y                | 120                    | 120                    | 1/31/2021          | 8/7/2023                              | N |
| 6                         | Carson Towers Apartments                      | Standard Carson Venture LP                                    | Y                | 133                    | 133                    | 4/22/2016          | 12/13/2019                            | N |
| 7                         | Centennial North Apartments                   | Standard CN Owner LLC   | Y                | 101                    | 101                    | 11/12/2019         | 11/9/2020                             | N |
| 8                         | Centennial South Apartments                   | Standard CS Owner LLC   | Y                | 97                     | 97                     | 12/19/2019         | 11/9/2020                             | N |
| 9                         | Charles Place Apartments                      | Standard CP Venture LP  | Y                | 200                    | 200                    | 3/31/2015          | 8/10/2017                             | N |
| 10                        | Colony House Apartments                       | Standard Colony Venture 2.0 LP                                | Y                | 101                    | 101                    | 12/15/2017         | 8/1/2018                              | N |
| 11                        | Commons at Princess Anne                      | Standard Commons Owner LLC                                    | Y                | 186                    | 186                    | 10/10/2001         | 2/12/2004                             | N |
| 12                        | Commonwealth Apartments                       | Standard Commonwealth Venture LP                              | Y                | 145                    | 145                    | TBD                | TBD                                   | N |
| 13                        | Costa Azul Senior Apartments                  | Standard SFV Venture LP                                       | Y                | 280                    | 56                     | 12/31/2017         | In Process                            | N |
| 14                        | Crocker Oaks Apartments                       | Standard Crocker Venture LP                                   | Y                | 131                    | 117                    | 7/31/2002          | 1/27/2003                             | N |
| 15                        | Curtis Arms Apartments                        | Standard Curtis Venture LP                                    | Y                | 106                    | 106                    | 9/21/2018          | 6/11/2021                             | N |
| 16                        | Denbigh Trace Apartments                      | Standard Denbigh Trace Venture LP                             | Y                | 128                    | 128                    | TBD                | TBD                                   | N |
| 17                        | Fairfield Apartments                          | Standard Fairfield Venture LP                                 | Y                | 128                    | 128                    | 12/31/2020         | 10/18/2022                            | N |
| 18                        | Fellowship Apartments                         | Fellowship Manor LIHTC LP                                     | Y                | 131                    | 130                    | TBD                | TBD                                   | N |
| 19                        | Foothill Villas Apartments                    | Standard Foothill Venture LP                                  | Y                | 239                    | 239                    | 3/12/2021          | TBD                                   | N |
| 20                        | Fort Chaplin Park Apartments                  | Standard FCP Venture LP                                       | Y                | 549                    | 549                    | 9/30/2016          | 7/10/2020                             | N |
| 21                        | Greenleaf Apartments                          | Standard Greenleaf Venture LP                                 | Y                | 321                    | 321                    | TBD                | TBD                                   | N |
| 22                        | Heritage Apartments                           | Standard Heritage Venture LP                                  | Y                | 271                    | 271                    | 12/31/2019         | 6/10/2021                             | N |
| 23                        | Lake Park Crescent                            | Standard LPC Venture LP                                       | Y                | 148                    | 109                    | TBD                | TBD                                   | N |
| 24                        | Lakeside Village                              | Standard Lakeside I LP  | Y                | 840                    | 840                    | 10/31/2014         | 2/18/2016                             | N |
| 25                        | Lakeview House Apartments                     | Standard Lakeview Venture LP                                  | Y                | 152                    | 152                    | 6/19/2015          | 11/14/2016                            | N |
| 26                        | Maple Pointe Apartments                       | Standard Maple Owner LLC                                      | Y                | 343                    | 231                    | 12/31/2019         | 11/9/2020                             | N |
| 27                        | Midway Manor                                  | Standard Midway Manor Venture LP                              | Y                | 98                     | 98                     | TBD                | TBD                                   | N |
| 28                        | New York Avenue Apartments                    | Standard NYA Venture LP                                       | Y                | 151                    | 150                    | 12/31/2022         | TBD                                   | N |
| 29                        | Osprey Place                                  | Standard Osprey Venture LP                                    | Y                | 34                     | 74                     | 1/31/2022          | TBD                                   | N |
| 30                        | Park Shirlington Apartments                   | Park Shirlington Preservation LP                              | Y                | 294                    | 294                    | TBD                | TBD                                   | N |
| 31                        | Ridgewood Towers Apartments                   | Standard Ridgewood Venture LP                                 | Y                | 140                    | 140                    | 10/1/2012          | 5/20/2013                             | N |
| 32                        | Rio Vista Apartments                          | Standard Rio Vista LP   | Y                | 161                    | 161                    | 9/5/2014           | 7/29/2016                             | N |
| 33                        | Ritch Homes                                   | Standard RH Venture LP  | Y                | 46                     | 46                     | 12/28/2020         | TBD                                   | N |
| 34                        | Shannon Park Apartments                       | Standard Shannon Venture LP                                   | Y                | 96                     | 96                     | TBD                | TBD                                   | N |
| 35                        | Snowden House Apartments                      | Standard Snowden Venture LP                                   | Y                | 124                    | 124                    | 12/1/2017          | 5/15/2019                             | N |
| 36                        | Three Link Tower                              | Three Link LIHTC LLC  | Y                | 122                    | 121                    | TBD                | TBD                                   | N |
| 37                        | Villa de Guadalupe                            | Burnham VDG Venture LP  | Y                | 101                    | 101                    | 12/31/2017         | 6/19/2020                             | N |
| 38                        | Villa Raymond                                 | Standard Villa Raymond Venture LP                             | Y                | 61                     | 61                     | 12/31/2021         | 7/13/2023                             | N |
| 39                        | Village Oaks Apartments                       | Standard Oaks Venture LP                                      | Y                | 181                    | 181                    | 12/31/2014         | 7/21/2015                             | N |
| 40                        | Vista La Rosa Apartments                      | Standard VLR Venture LP                                       | Y                | 240                    | 182                    | 6/17/2016          | 6/25/2020                             | N |
| 41                        | Walsh Park Apartments                         | Standard Walsh Owner LLC                                      | Y                | 134                    | 134                    | 12/31/2019         | 11/9/2020                             | N |
| 42                        | Westwind Towers Apartments                    | Standard Westwind Venture LP                                  | Y                | 150                    | 150                    | 12/11/2014         | 12/22/2016                            | N |
| 43                        | Westwood Terrace Apartments                   | Standard Westwood Venture LP                                  | Y                | 97                     | 97                     | 11/17/2011         | 5/20/2013                             | N |
| 44                        | Wolford Apartments                            | Standard Wolford Owner LLC                                    | Y                | 100                    | 100                    | 12/31/2019         | 11/9/2020                             | N |
| 45                        |   |   |                  |                        |                        |                    |                                       |   |
| 46                        |   |   |                  |                        |                        |                    |                                       |   |
| 47                        |   |   |                  |                        |                        |                    |                                       |   |
| 48                        |   |   |                  |                        |                        |                    |                                       |   |
| 49                        |   |   |                  |                        |                        |                    |                                       |   |
| 50                        |   |   |                  |                        |                        |                    |                                       |   |

\* 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:** 7,821      7,409      95%      **LIHTC as % of Total Units**  
v.01.018.22

(1) All ownership entities can be reached at 310-553-5711

# **Tab E:**

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

**VIRGINIA LAND RECORD COVER SHEET  
FORM A – COVER SHEET CONTENT**

Instrument Date: **12/21/2021**  
Instrument Type: **DBS**  
Number of Parcels: **1** Number of Pages: **5**  
 City  County

**220000854**

**NORFOLK**

TAX EXEMPT? **VIRGINIA/FEDERAL LAW**

Grantor:  
 Grantee:  
Consideration: **\$3,400,000.00**  
Existing Debt: **\$0.00**  
Actual Value/Assumed: **\$2,439,600.00**  
**PRIOR INSTRUMENT UNDER § 58.1-803(D)**

*(Area Above Reserved For Deed Stamp Only)*

Original Principal: **\$0.00**  
Fair Market Value Increase: **\$0.00**  
Original Book Number: **1649** Original Page Number: **956** Original Instrument Number:

Prior Recording At:  City  County

**NORFOLK**

Percentage In This Jurisdiction: **100%**

**BUSINESS / NAME**

**1**  Grantor: **COLONIAL HALL ASSOCIATES, L.L.P.**  
 Grantor:  
**1**  grantee: **STANDARD LEXINGTON PARK VENTURE LP**  
 grantee:

**GRANTEE ADDRESS:**

Name: **Standard Lexington Park Venture LP**  
Address: **1901 Avenue of the Stars, Ste 395**  
City: **Los Angeles** State: **CA** Zip Code: **90067**  
Book Number: Page Number: Instrument Number:  
Parcel Identification Number (PIN): **4593900** Tax Map Number: **4593900**  
Short Property Description: **Lots 1-5, Block 18 Virginia Place**

Current Property Address: **3412 Colonial Avenue**  
City: **Norfolk** State: **VA** Zip Code: **23508**  
Instrument Prepared By: **Vernon M. Geddy, III, Esq.** Recording Paid By: **First American Title Ins.**  
Recording Returned To: **First American Title Ins.**  
Address:  
City: **Richmond** State: **VA** Zip Code:

RECORDED ELECTRONICALLY  
22000854 ID Juris Norfolk  
Date 1-11-22 Time 2:58 am/pm  
BY FIRST AMERICAN TITLE, NCS

Prepared by:  
Vernon M. Geddy, III, Esquire (VSB#21902)  
Geddy, Harris, Franck & Hickman, LLP  
1177 Jamestown Road  
Williamsburg, VA 23185

Tax Map Parcel No.: 45939000  
Title Insurance Underwriter: First American Title Insurance Company  
Consideration: \$3,400,000.00  
Assessment: \$2,439,600.00

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made as of December 21, 2021, by **COLONIAL HALL ASSOCIATES, L.L.P.**, a Virginia limited liability limited partnership, Grantor for indexing purposes ("Grantor"), to and for the benefit of **STANDARD LEXINGTON PARK VENTURE LP**, a Virginia limited partnership, Grantee for indexing purposes ("Grantee"), whose address is 1901 Avenue of the Stars, Suite 395, Los Angeles, CA 90067.

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the sum of ten dollars and no/100 (\$10.00), at or before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with Special Warranty of Title, unto Grantee, all that certain parcel of land situate in the City of Norfolk, Virginia and being more particularly described on Exhibit A attached hereto (the "Real Estate"), together with all buildings and other improvements located in or on the Real Estate; and together with all easements, licenses, rights-of-way, rights, appurtenances and privileges belonging or appertaining to said Real Estate (collectively, the "Property").

TO HAVE AND TO HOLD the Property, unto the use, benefit and behoof of the Grantee, its successors and assigns, forever, in fee simple absolute, subject to (i) taxes not yet due and payable; (ii) all easements, covenants, conditions and restrictions of record, and (iii) the matters set forth on Exhibit "B" attached hereto (collectively, the "Permitted Exceptions").

AND GRANTOR HEREBY COVENANTS that it will WARRANT AND FOREVER DEFEND all and singular the title to the Property subject to the Permitted Exceptions unto the said Grantee, its successors and assigns, against all persons lawfully claiming from, by, through, or under Grantor, that it will execute such further assurances of the said Property as may be requisite, in each case, subject to the Permitted Exceptions, and that it has the right to convey the aforesaid property unto the Grantee.

When Recorded Return To:  
First American Title Insurance Company  
National Commercial Services  
18500 Von Karman Ave, Suite 600  
Irvine, CA 92612  
File No: NCS 1090909 -SAI

No other covenants or warranties express or implied are given by this Special Warranty Deed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the date first above written.

GRANTOR: COLONIAL HALL ASSOCIATES, L.L.L.P.,  
a Virginia limited liability limited partnership

By: Bush Development Corporation, General Partner

By: *Mary L. Digges*  
Name: Mary L. Digges  
Title: President

STATE/COMMONWEALTH OF Virginia  
COUNTY/CITY OF James City

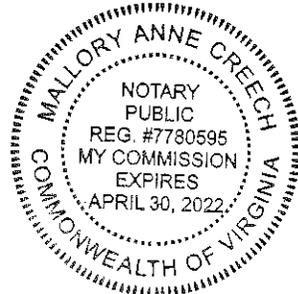
The foregoing Deed was acknowledged before me in the jurisdiction aforesaid this 21 day of December, 2021, by Mary L. Digges, as President of Bush Development Corporation, a Virginia corporation, as General Partner of COLONIAL HALL ASSOCIATES, L.L.L.P., a Virginia limited liability limited partnership. She is personally known to me or has produced her state issued driver's license as identification.

*Mallory Anne Creech*  
Notary Public

My commission expires: 04/30/2022

Notary Registration No.: 7780595

[AFFIX NOTARY SEAL]



## EXHIBIT A

### Legal Description of Real Estate

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

All those certain lots, pieces or parcels of land, with buildings and improvements thereon, situated in the City of Norfolk, State of Virginia, at the Southeast corner of 35th Street and Colonial Avenue, and known, numbered and designated as Lot No. One (1), Two (2), Three (3), Four (4) and Five (5), in Block Eighteen (18) on the Plat of Virginia Place, property of the Virginia Place Company which plat is duly recorded in the Clerk's Office of the City of Chesapeake, Virginia in Map Book 4, at pages 60 & 61.

Being the same property conveyed to Colonial Hall Associates, a Virginia limited partnership by deed from Lewis M. Warren and Viola F. Warren, husband and wife, dated September 17, 1982, recorded September 30, 1982, in the Clerk's Office, Circuit Court, City of Norfolk, Virginia, in Deed Book 1649 Page 956.

## EXHIBIT B

### Permitted Exceptions

1. Easement granted to Norfolk County Water Company of the County of Norfolk, Virginia, dated July 10, 1899, recorded January 6, 1900, in Deed Book 232 Page 358.
2. Easement granted to The Norfolk Railway and Light Company, dated July 13, 1901, recorded July 16, 1901, in Deed Book 250 Page 1.
3. Matters as shown on Plat recorded in Plat Book 4 Pages 60-61.

EXHIBIT B

Permitted Exceptions

1. Easement granted to Norfolk County Water Company of the County of Norfolk, Virginia, dated July 10, 1899, recorded January 6, 1900, in Deed Book 232 Page 358.
2. Easement granted to The Norfolk Railway and Light Company, dated July 13, 1901, recorded July 16, 1901, in Deed Book 250 Page 1.
3. Matters as shown on Plat recorded in Plat Book 4 Pages 60-61.

INSTRUMENT 220000854  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK CIRCUIT COURT ON  
JANUARY 11, 2022 AT 02:58 PM  
\$3400.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$1700.00 LOCAL: \$1700.00  
GEORGE E. SCHAEFER, CLERK  
RECORDED BY: EMW

**VIRGINIA LAND RECORD COVER SHEET  
FORM A – COVER SHEET CONTENT**

Instrument Date: **12/21/2021**  
Instrument Type: **DBS**  
Number of Parcels: **1** Number of Pages: **4**  
 City [ ] County

**220000856**

**NORFOLK**

TAX EXEMPT? **VIRGINIA/FEDERAL LAW**  
[ ] Grantor:  
[ ] Grantee:  
Consideration: **\$5,475,000.00**  
Existing Debt: **\$0.00**  
Actual Value/Assumed: **\$2,534,600.00**  
*PRIOR INSTRUMENT UNDER § 58.1-803(D)*  
Original Principal: **\$0.00**  
Fair Market Value Increase: **\$0.00**  
Original Book Number: Original Page Number: Original Instrument Number: **030026517**

*(Area Above Reserved For Deed Stamp Only)*

Prior Recording At:  City [ ] County  
**NORFOLK** Percentage In This Jurisdiction: **100%**

**BUSINESS / NAME**  
1  Grantor: **PRESTIGE ARMS APARTMENTS , LLLP**  
[ ] Grantor:  
1  grantee: **STANDARD LEXINGTON PARK VENTURE LP**  
[ ] grantee:

**GRANTEE ADDRESS:**  
Name: **Standard Lexington Park Venture LP**  
Address: **1901 Avenue of the Stars, Ste 395**  
City: **Los Angeles** State: **CA** Zip Code: **90067**  
Book Number: Page Number: Instrument Number:  
Parcel Identification Number (PIN): **29991300** Tax Map Number: **29991300**  
Short Property Description: **Lots 10, 11, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60 Campostella**

Current Property Address: **1412 Berkley Avenue**  
City: **Norfolk** State: **VA** Zip Code: **23523**  
Instrument Prepared By: **Williams M Ilen** Recording Paid By: **First American Title Ins.**  
Recording Returned To: **First American Title Ins.**  
Address:  
City: **Richmond** State: **VA** Zip Code:

THIS INSTRUMENT WAS PREPARED BY AND  
Williams Mullen  
999 Waterside Drive, Suite 1700  
Norfolk, VA 23510  
Attn: Howard E. Gordon, Esq. (VSB #12621)

RECORDED ELECTRONICALLY  
ID 220000856 Juris Norfolk  
Date 1-11-22 Time 2:59 (PM)  
by FIRST AMERICAN TITLE, NCS

AFTER RECORDING, PLEASE RETURN TO:  
First American Title Insurance Company  
18500 Von Karman Avenue, Suite 600  
Irvine, CA 92612  
Attn: Ryan Hahn

Tax Map Parcel No.: 29991300

Title Insurance Underwriter: First American Title Insurance Company

Consideration : \$5,475,000.00  
Assessment: \$ 2,534,600.00

### SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of December 21, 2021, by **PRESTIGE ARMS APARTMENTS, LLLP**, a Virginia limited liability limited partnership, Grantor for indexing purposes (“Grantor”), whose address is 373 Edwin Drive, Virginia Beach, Virginia 23462, to and for the benefit of **STANDARD LEXINGTON PARK VENTURE LP**, a Virginia limited partnership, Grantee for indexing purposes (“Grantee”), whose address is c/o Standard Property Company, Inc., 1901 Avenue of the Stars, Suite 395, Los Angeles, California 90067.

### WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the sum of Ten and no/100 Dollars (\$10.00), at or before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with Special Warranty of Title, unto Grantee all that certain parcel of land situate in City of Norfolk, Virginia, and being more particularly described on Exhibit A attached hereto (the “Real Estate”), together

When Recorded Return to: \_\_\_\_\_  
First American Title Insurance Company  
National Commercial Services  
9011 Arboretum Parkway, Suite 175  
Richmond, VA 23236  
File No: NCS 1087599-07

with all buildings and other improvements located in or on the Real Estate; and together with all easements, licenses, rights-of-way, rights, appurtenances and privileges belonging or appertaining to said Real Estate (collectively, the "Property").

TO HAVE AND TO HOLD the Property, unto the use, benefit and behoof of the Grantee, its successors and assigns, forever, in fee simple absolute, subject to (i) taxes not yet due and payable; and (ii) all easements, covenants, conditions and restrictions of record (collectively, the "Permitted Exceptions").

[Signature Page Follows]

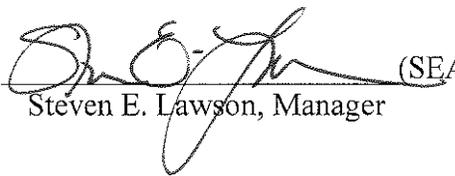
*Signature page to Special Warranty Deed*

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the date first above written.

GRANTOR:

PRESTIGE ARMS APARTMENTS, LLLP

By: Oak Park GP, LLC, General Partner

By:  (SEAL)  
Steven E. Lawson, Manager

**ACKNOWLEDGEMENT**

STATE OF VIRGINIA                    )  
  ) SS  
CITY OF NORFOLK                    )

On this 15<sup>th</sup> day of December, before me appeared Steven E. Lawson, Manager of Oak Park GP, LLC, General Partner of Prestige Arms Apartments, LLLP. He is personally known to me or has produced a driver's license as identification and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid on the day and year first above written.



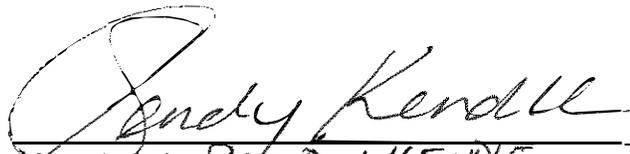
  
Name (print): SANDY KENDLE  
Notary Public in and for said State Virginia  
My Commission Expires: 2/29/2024  
My Registration No: 209770

EXHIBIT A  
Legal Description of Real Estate

**Prestige Arms Apartments -**

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia, and known, numbered and designated as Lots 10, 11, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60 as shown on the plat entitled "Campostella - Property of Alvah H. Martin in South Norfolk," which is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 6, at page 24.

It being the same property conveyed to Prestige Arms Apartments, LLLP, a Virginia limited liability limited partnership, by deed of Prestige Arms Apartments, a Virginia limited partnership dated June 24, 2003 and recorded July 16, 2003, in the Clerk's Office, City of Norfolk, Virginia, as Instrument No. 030026517.

(46641086.2)

EXHIBIT A  
Legal Description of Real Estate

**Prestige Arms Apartments -**

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia, and known, numbered and designated as Lots 10, 11, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60 as shown on the plat entitled "Campostella - Property of Alvah H. Martin in South Norfolk," which is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 6, at page 24.

It being the same property conveyed to Prestige Arms Apartments, LLLP, a Virginia limited liability limited partnership, by deed of Prestige Arms Apartments, a Virginia limited partnership dated June 24, 2003 and recorded July 16, 2003, in the Clerk's Office, City of Norfolk, Virginia, as Instrument No. 030026517.

(46641086.2)

INSTRUMENT 220000856  
RECORDED IN THE CLERK'S OFFICE OF  
NORFOLK CIRCUIT COURT ON  
JANUARY 11, 2022 AT 02:59 PM  
\$5475.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$2737.50      LOCAL: \$2737.50  
GEORGE E. SCHAEFER, CLERK  
RECORDED BY: EMW

**City of Norfolk - NORFOLK AIR**

Tax Account: 45939000  
 3412 COLONIAL AVENUE

Total Value  
 \$3,519,300

**REAL ESTATE**

**PROPERTY DETAIL**

|                                 |   |
|---------------------------------|---|
| Account Number                  | 45939000  |
| GPIN                            | 1428967659  |
| Parent Account                  | -   |
| Neighborhood                    | 141090  |
| Owner Name                      | Standard Lexington Park Venture Lp                    |
| Property Address                | 3412 COLONIAL AVENUE                                  |
| Property Use                    | Apartment 12-48 Fam Desi                              |
| Building(s)                     | C01   |
| Plate                           | 0512  |
| House Plate Number              | 38  |
| Mailing Address                 | 1901 Avenue Of The Stars Ste 395 Los Angeles CA 90067 |
| Legal Description               | 1,2,3,4 & 5 Blk 18 Virginia Pl                        |
| Parcel Approximate Area (Sq Ft) | 12,907 sqft   |
| Parcel Approximate Acreage      | 0.2963 acres  |

**APARTMENT**

**BUILDING - C01 - APARTMENT**

|                 |                     |                      |                |
|-----------------|---------------------|----------------------|----------------|
| Year Built      | 1925                | Construction Quality | Average        |
| Number of Units | 40                  | HVAC                 | Electric       |
| Framing         | -                   | Framing Class        | Fire Resistant |
| Sprinkler       | No Sprinkler System | Paving               | No             |
| Paving (Sq Ft)  | 0 sqft              |                      |                |
| C01             |                     |                      |                |

**SALES / VALUE HISTORY**

**SALES HISTORY**

| OWNER                              | TRANSFER DATE | SALE PRICE  | TYPE | DEED REFERENCE |
|------------------------------------|---------------|-------------|------|----------------|
| Standard Lexington Park Venture Lp | 01/11/2022    | \$3,400,000 | S    | 220000854      |
| Colonial Hall Associates           | 09/30/1982    | \$320,000   |      |                |
| Warren, Lewis M                    | 08/31/1971    | \$0         |      |                |

**ASSESSMENT HISTORY**

| EFFECTIVE DATE | LAND VALUE | IMPROVEMENT VALUE | TOTAL VALUE |
|----------------|------------|-------------------|-------------|
| 07/01/2023     | \$245,200  | \$3,274,100       | \$3,519,300 |
| 07/01/2022     | \$245,200  | \$3,128,500       | \$3,373,700 |
| 07/01/2021     | \$245,200  | \$2,194,400       | \$2,439,600 |
| 07/01/2020     | \$245,200  | \$2,136,500       | \$2,381,700 |
| 07/01/2019     | \$245,200  | \$2,114,400       | \$2,359,600 |

**City of Norfolk - NORFOLK AIR**

Tax Account: 29991300  
 1412 BERKLEY AVENUE EX

Total Value  
 \$4,922,900

**REAL ESTATE**

**PROPERTY DETAIL**

|                                 |   |
|---------------------------------|---|
| Account Number                  | 29991300  |
| GPIN                            | 1436675612  |
| Parent Account                  | -   |
| Neighborhood                    | 160390  |
| Owner Name                      | Standard Lexington Park Venture Lp                    |
| Property Address                | 1412 BERKLEY AVENUE EX                                |
| Property Use                    | Apartment 12-48 Fam Desi                              |
| Building(s)                     | C01   |
| Plate                           | 0379  |
| House Plate Number              | 113   |
| Mailing Address                 | 1901 Avenue Of The Stars Ste 395 Los Angeles CA 90067 |
| Legal Description               | 10,11 & 12-60 Even                                    |
| Parcel Approximate Area (Sq Ft) | 66,652 sqft   |
| Parcel Approximate Acreage      | 1.5301 acres  |

**APARTMENT**

**BUILDING - C01 - APARTMENT**

|                 |                     |                      |               |
|-----------------|---------------------|----------------------|---------------|
| Year Built      | 1970                | Construction Quality | Average       |
| Number of Units | 40                  | HVAC                 | Complete HVAC |
| Framing         | -                   | Framing Class        | Wood Joist    |
| Sprinkler       | No Sprinkler System | Paving               | Yes           |
| Paving (Sq Ft)  | 19,500 sqft         |                      |               |
| C01             |                     |                      |               |

**SALES / VALUE HISTORY**

**SALES HISTORY**

| OWNER                              | TRANSFER DATE | SALE PRICE  | TYPE | DEED REFERENCE |
|------------------------------------|---------------|-------------|------|----------------|
| Standard Lexington Park Venture Lp | 01/11/2022    | \$5,475,000 | S    | 220000856      |
| Prestige Arms Apartments Llp       | 06/24/2003    | \$440,000   | S    | 030026517      |
| Prestige Arms Apartments           | 07/20/1984    | \$0         |      |                |

**ASSESSMENT HISTORY**

| EFFECTIVE DATE | LAND VALUE | IMPROVEMENT VALUE | TOTAL VALUE |
|----------------|------------|-------------------|-------------|
| 07/01/2023     | \$414,700  | \$4,508,200       | \$4,922,900 |
| 07/01/2022     | \$414,700  | \$2,160,100       | \$2,574,800 |
| 07/01/2021     | \$414,700  | \$2,119,900       | \$2,534,600 |
| 07/01/2020     | \$414,700  | \$2,099,600       | \$2,514,300 |
| 07/01/2019     | \$414,700  | \$2,096,000       | \$2,510,700 |

# **Tab F:**

RESNET Rater Certification (MANDATORY)

# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 65**

## General Information

|                    |                |            |                        |
|--------------------|----------------|------------|------------------------|
| Conditioned Area   | 800 sq. ft.    | House Type | Apartment, inside unit |
| Conditioned Volume | 8000 cubic ft. | Foundation | Slab                   |
| Bedrooms           | 1              |            |                        |

## Mechanical Systems Features

|                         |  |
|-------------------------|--|
| Water Heating:          | Conventional, Electric, 0.92 EF, 40.0 Gal. |
| Air-source heat pump:   | Electric, Htg: 8.2 HSPF. Clg: 14.0 SEER.   |
| Duct Leakage to Outside | 30.59 CFM25                                |
| Ventilation System      | None                                       |
| Programmable Thermostat | Heat=Yes; Cool=Yes                         |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | NA     | Slab              | R-0.0 Edge, R-0.0 Under     |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 7.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 366   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 2.4         | \$47         | 11%         |
| Cooling           | 1.1         | \$22         | 5%          |
| Hot Water         | 4.6         | \$91         | 21%         |
| Lights/Appliances | 9.6         | \$187        | 44%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 19%         |
| <b>Total</b>      | <b>17.8</b> | <b>\$426</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

This information does not constitute any warranty of energy costs or savings. © 1985-2021 NORESKO, Boulder, Colorado.  
The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 67**

## General Information

|                    |                |            |                          |
|--------------------|----------------|------------|--------------------------|
| Conditioned Area   | 800 sq. ft.    | House Type | Apartment, inside unit   |
| Conditioned Volume | 6400 cubic ft. | Foundation | Apt above enclosed space |
| Bedrooms           | 1              |            |                          |

## Mechanical Systems Features

|                         |  |
|-------------------------|--|
| Water Heating:          | Conventional, Electric, 0.92 EF, 40.0 Gal. |
| Air-source heat pump:   | Electric, Htg: 8.2 HSPF. Clg: 14.0 SEER.   |
| Duct Leakage to Outside | 30.59 CFM25                                |
| Ventilation System      | None                                       |
| Programmable Thermostat | Heat=Yes; Cool=Yes                         |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | R-25.0 | Slab              | None                        |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 7.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 366   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 3.2         | \$62         | 14%         |
| Cooling           | 1.9         | \$36         | 8%          |
| Hot Water         | 4.6         | \$90         | 20%         |
| Lights/Appliances | 9.6         | \$187        | 41%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 17%         |
| <b>Total</b>      | <b>19.2</b> | <b>\$454</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

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

# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 68**

## General Information

|                    |                 |            |                        |
|--------------------|-----------------|------------|------------------------|
| Conditioned Area   | 1000 sq. ft.    | House Type | Apartment, inside unit |
| Conditioned Volume | 10000 cubic ft. | Foundation | Slab                   |
| Bedrooms           | 2               |            |                        |

## Mechanical Systems Features

|                         |  |
|-------------------------|--|
| Water Heating:          | Conventional, Electric, 0.92 EF, 40.0 Gal. |
| Air-source heat pump:   | Electric, Htg: 7.7 HSPF. Clg: 11.0 SEER.   |
| Duct Leakage to Outside | 38.24 CFM25                                |
| Ventilation System      | None                                       |
| Programmable Thermostat | Heat=Yes; Cool=Yes                         |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | NA     | Slab              | R-0.0 Edge, R-0.0 Under     |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 7.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 366   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 2.8         | \$55         | 11%         |
| Cooling           | 2.1         | \$41         | 8%          |
| Hot Water         | 6.1         | \$118        | 23%         |
| Lights/Appliances | 11.2        | \$218        | 43%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 15%         |
| <b>Total</b>      | <b>22.2</b> | <b>\$512</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

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

# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 68**

## General Information

|                    |                 |            |                        |
|--------------------|-----------------|------------|------------------------|
| Conditioned Area   | 1000 sq. ft.    | House Type | Apartment, inside unit |
| Conditioned Volume | 10000 cubic ft. | Foundation | Slab                   |
| Bedrooms           | 2               |            |                        |

## Mechanical Systems Features

|                         |  |
|-------------------------|--|
| Water Heating:          | Conventional, Electric, 0.92 EF, 40.0 Gal. |
| Air-source heat pump:   | Electric, Htg: 7.7 HSPF. Clg: 11.0 SEER.   |
| Duct Leakage to Outside | 38.24 CFM25                                |
| Ventilation System      | None                                       |
| Programmable Thermostat | Heat=Yes; Cool=Yes                         |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | NA     | Slab              | R-0.0 Edge, R-0.0 Under     |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 7.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 366   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 2.8         | \$55         | 11%         |
| Cooling           | 2.1         | \$41         | 8%          |
| Hot Water         | 6.1         | \$118        | 23%         |
| Lights/Appliances | 11.2        | \$218        | 43%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 15%         |
| <b>Total</b>      | <b>22.2</b> | <b>\$512</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

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# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 74**

## General Information

|                    |                |            |                          |
|--------------------|----------------|------------|--------------------------|
| Conditioned Area   | 1000 sq. ft.   | House Type | Apartment, inside unit   |
| Conditioned Volume | 8000 cubic ft. | Foundation | Apt above enclosed space |
| Bedrooms           | 2              |            |                          |

## Mechanical Systems Features

|                         |  |
|-------------------------|--|
| Water Heating:          | Conventional, Electric, 0.92 EF, 40.0 Gal. |
| Air-source heat pump:   | Electric, Htg: 7.7 HSPF. Clg: 11.0 SEER.   |
| Duct Leakage to Outside | 38.24 CFM25                                |
| Ventilation System      | None                                       |
| Programmable Thermostat | Heat=Yes; Cool=Yes                         |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | R-25.0 | Slab              | None                        |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 7.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 366   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 4.6         | \$90         | 16%         |
| Cooling           | 3.3         | \$64         | 11%         |
| Hot Water         | 6.1         | \$118        | 21%         |
| Lights/Appliances | 11.2        | \$218        | 38%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 14%         |
| <b>Total</b>      | <b>25.2</b> | <b>\$570</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

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# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 73**

## General Information

|                    |                |            |                        |
|--------------------|----------------|------------|------------------------|
| Conditioned Area   | 800 sq. ft.    | House Type | Apartment, inside unit |
| Conditioned Volume | 8000 cubic ft. | Foundation | Slab                   |
| Bedrooms           | 1              |            |                        |

## Mechanical Systems Features

|                         |   |
|-------------------------|---|
| Water Heating:          | Conventional, Natural gas, 0.62 EF, 40.0 Gal. |
| Cooling:                | Air conditioner, Electric, 12.0 SEER.         |
| Heating:                | Electric air distribution, Electric, 1.0 COP. |
| Duct Leakage to Outside | 30.59 CFM25                                   |
| Ventilation System      | None  |
| Programmable Thermostat | Heat=Yes; Cool=Yes                            |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | NA     | Slab              | R-0.0 Edge, R-0.0 Under     |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 7.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 384   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 3.4         | \$66         | 18%         |
| Cooling           | 2.0         | \$40         | 11%         |
| Hot Water         | 8.6         | \$0          | 0%          |
| Lights/Appliances | 9.6         | \$188        | 51%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 21%         |
| <b>Total</b>      | <b>23.7</b> | <b>\$372</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

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

# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 74**

## General Information

|                    |                |            |                          |
|--------------------|----------------|------------|--------------------------|
| Conditioned Area   | 800 sq. ft.    | House Type | Apartment, inside unit   |
| Conditioned Volume | 6400 cubic ft. | Foundation | Apt above enclosed space |
| Bedrooms           | 1              |            |                          |

## Mechanical Systems Features

|                         |   |  |  |
|-------------------------|---|--|--|
| Water Heating:          | Conventional, Natural gas, 0.62 EF, 40.0 Gal. |  |  |
| Cooling:                | Air conditioner, Electric, 12.0 SEER.         |  |  |
| Heating:                | Electric air distribution, Electric, 1.0 COP. |  |  |
| Duct Leakage to Outside | 30.59 CFM25                                   |  |  |
| Ventilation System      | None  |  |  |
| Programmable Thermostat | Heat=Yes; Cool=Yes                            |  |  |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | R-30.0 | Slab              | None                        |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 7.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 384   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 3.8         | \$73         | 18%         |
| Cooling           | 3.1         | \$60         | 15%         |
| Hot Water         | 8.6         | \$0          | 0%          |
| Lights/Appliances | 9.6         | \$188        | 47%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 20%         |
| <b>Total</b>      | <b>25.0</b> | <b>\$400</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

This information does not constitute any warranty of energy costs or savings. © 1985-2021 NORESCO, Boulder, Colorado.  
The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 71**

## General Information

|                    |                 |            |                        |
|--------------------|-----------------|------------|------------------------|
| Conditioned Area   | 1000 sq. ft.    | House Type | Apartment, inside unit |
| Conditioned Volume | 10000 cubic ft. | Foundation | Slab                   |
| Bedrooms           | 2               |            |                        |

## Mechanical Systems Features

|                         |   |
|-------------------------|---|
| Water Heating:          | Conventional, Natural gas, 0.62 EF, 40.0 Gal. |
| Cooling:                | Air conditioner, Electric, 12.0 SEER.         |
| Heating:                | Electric air distribution, Electric, 1.0 COP. |
| Duct Leakage to Outside | 30.59 CFM25                                   |
| Ventilation System      | None  |
| Programmable Thermostat | Heat=Yes; Cool=Yes                            |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | NA     | Slab              | R-0.0 Edge, R-0.0 Under     |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 5.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 384   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 3.5         | \$67         | 16%         |
| Cooling           | 2.6         | \$51         | 12%         |
| Hot Water         | 10.1        | \$0          | 0%          |
| Lights/Appliances | 11.2        | \$219        | 53%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 19%         |
| <b>Total</b>      | <b>27.5</b> | <b>\$417</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

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

# Home Energy Rating Certificate

Property  
Standard Communities  
  
Norfolk, VA

HERS  
Rating Type: ProjectedWorstCase  
Rating Date: 12/13/2021  
Registry ID:  
Certified Energy Rater: Jacob Hauser  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 76**

## General Information

|                    |                |            |                          |
|--------------------|----------------|------------|--------------------------|
| Conditioned Area   | 1000 sq. ft.   | House Type | Apartment, inside unit   |
| Conditioned Volume | 8000 cubic ft. | Foundation | Apt above enclosed space |
| Bedrooms           | 2              |            |                          |

## Mechanical Systems Features

|                         |   |
|-------------------------|---|
| Water Heating:          | Conventional, Natural gas, 0.62 EF, 40.0 Gal. |
| Cooling:                | Air conditioner, Electric, 12.0 SEER.         |
| Heating:                | Electric air distribution, Electric, 1.0 COP. |
| Duct Leakage to Outside | 30.59 CFM25                                   |
| Ventilation System      | None  |
| Programmable Thermostat | Heat=Yes; Cool=Yes                            |

## Building Shell Features

|                   |        |                   |                             |
|-------------------|--------|-------------------|-----------------------------|
| Ceiling Flat      | R-30.0 | Slab              | None                        |
| Sealed Attic      | NA     | Exposed Floor     | NA                          |
| Vaulted Ceiling   | NA     | Window Type       | U-Value: 0.460, SHGC: 0.400 |
| Above Grade Walls | R-13.0 | Infiltration Rate | 5.00 ACH50                  |
| Foundation Walls  | NA     | Method            | Blower door                 |

## Lights and Appliance Features

|                             |       |                        |          |
|-----------------------------|-------|------------------------|----------|
| Interior Fluor Lighting (%) | 0.0   | Range/Oven Fuel        | Electric |
| Interior LED Lighting (%)   | 100.0 | Clothes Dryer Fuel     | Electric |
| Refrigerator (kWh/yr)       | 384   | Clothes Dryer CEF      | 3.73     |
| Dishwasher (kWh/yr)         | 270   | Ceiling Fan (cfm/Watt) | 80.00    |

## Estimated Annual Energy Cost

| Use               | MMBtu       | Cost         | Percent     |
|-------------------|-------------|--------------|-------------|
| Heating           | 5.2         | \$102        | 21%         |
| Cooling           | 3.9         | \$76         | 16%         |
| Hot Water         | 10.1        | \$0          | 0%          |
| Lights/Appliances | 11.2        | \$219        | 46%         |
| Photovoltaics     | 0.0         | \$0          | 0%          |
| Service Charges   |             | \$79         | 17%         |
| <b>Total</b>      | <b>30.5</b> | <b>\$476</b> | <b>100%</b> |

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE  
Company  
Address  
City, State, Zip  
Phone #  
Fax #

**REM/Rate - Residential Energy Analysis and Rating Software v16.1.1**

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



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

False 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.

TRUE 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.

FALSE 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.

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

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

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

FALSE 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: Jacob Hauser

Date: 11.08.2022

Printed Name: Jacob Hauser

RESNET Rater

Resnet Provider Agency
Southern Energy Management

Signature Daniel Conner

Provider Contact and Phone/Email 9192180613 | jacob@southern-energy.com

# **Tab G:**

Zoning Certification Letter (MANDATORY)

# Zoning Certification



**DATE:** 12/09/2021

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

**RE:** ZONING CERTIFICATION

Name of Development: Colonial Hall Apartments

Name of Owner/Applicant: Standard Communities

Name of Seller/Current Owner: \_\_\_\_\_

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 credits available under VHDA's Qualified Allocation Plan.

## DEVELOPMENT DESCRIPTION:

Development Address:

3412 Colonial Avenue, Norfolk, VA 23508

Legal Description:

See Attached

Proposed Improvements:

|   |           |         |          |             |               |                                  |
|---|-----------|---------|----------|-------------|---------------|----------------------------------|
| <input type="checkbox"/> New Construction:          | _____     | # Units | _____    | # Buildings | _____         | Approx. Total Floor Area Sq. Ft. |
| <input type="checkbox"/> Adaptive Reuse:            | _____     | # Units | _____    | # Buildings | _____         | Approx. Total Floor Area Sq. Ft. |
| <input checked="" type="checkbox"/> Rehabilitation: | <u>52</u> | # Units | <u>1</u> | # Buildings | <u>29,128</u> | Approx. Total Floor Area Sq. Ft. |

**Zoning Certification, cont'd**

Current Zoning: C-C (Community Commercial) allowing a density of N/A units per acre, and the following other applicable conditions: \_\_\_\_\_

Other Descriptive Information:

There is no maximum density in the C-C district.

The property lies within the following overlay districts: 35th Street Pedestrian Commercial Overlay, Coastal Resilience Overlay, and the Flood Plain/Coastal Hazard Overlay .

**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.

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DN: cn = 4b61bab9-4c7c-4e55-b22a-2018317fc5da  
Date: 2021.12.09 13:10:40 -0500

Signature

Robert Brennan

Printed Name

Planner 1

Title of Local Official or Civil Engineer

757-627-5911

Phone:

12/9/2021

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.



**First American**

ISSUED BY

**First American Title Insurance Company**

**Exhibit A**

File No: NCS-1090909-SA1

File No.: NCS-1090909-SA1

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

All those certain lots, pieces or parcels of land, with buildings and improvements thereon, situated in the City of Norfolk, State of Virginia, at the Southeast corner of 35th Street and Colonial Avenue, and known, numbered and designated as Lot No. One (1), Two (2), Three (3), Four (4) and Five (5), in Block Eighteen (18) on the Plat of Virginia Place, property of the Virginia Place Company which plat is duly recorded in the Clerk's Office of the City of Chesapeake, Virginia in Map Book 4, at pages 60 & 61.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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10/22/2021



CRE Zoning  
2717 S. Arlington Rd. Ste. C  
Akron, OH 44312  
Diana Eempio  
diana@cresurveys.com  
(330) 812-4249

|                   |   |
|-------------------|---|
| Subject Property: | <b>3412 Colonial Avenue</b><br><b>Norfolk, VA 23508</b><br><b>Parcel ID: 45939000</b><br><b>Type of Business: Apartment Building</b><br><b>Acreage: 0.3</b> |
|-------------------|---|

In response to your request for information regarding the above-referenced property, we have researched our files and present the following:

**1. The current zoning classification of the subject property is:**

C-C (Community Commercial). Also lies within the following overlay districts:

35th Street Pedestrian Commercial Overlay, Coastal Resilience Overlay, and the Flood Plain/Coastal Hazard Overlay

**2. According to the current zoning ordinance the zoning districts for the abutting properties are:**

North: C-C

South: MF-NS (Multi-Family - Neighborhood Scale)

East: C-C

West: IN (Institutional)

**3. According to the zoning ordinances and regulations for this district, the current use of the subject property is a:**

Permitted Use by Right

Permitted Use by Special/Specific Use Permit

Copy Attached

Copy Not Available (see comment)

Permitted Use by Conditional Use Permit

Copy Attached

Copy Not Available (see comment)

Legal Non-Conforming Use (no longer permitted by right due to amendments, re-zoning, variance granted or other changes. See comments)

Non-Permitted Use

**Comment:** Apartments with more than 24 units require a Conditional Use Permit

**4. To the best of our knowledge, the subject structure(s) was developed:**

In accordance with Current Zoning Code Requirements and is Legal Conforming

Non-conforming (see comments)

In accordance with Previous Zoning Code Requirements (amendments, rezoning, variance granted) and is Legal Non-conforming to current zoning requirements.

Prior to the adoption of the Zoning Code and is Grandfathered/Legal Non-conforming to current zoning requirements

In accordance with Approved Site Plan and is Legal Conforming to approved site plan. If any nonconforming issues exist with respect to current zoning requirement; the subject property would be considered legal non-conforming.

**Comment:** Apartments with more than 24 units require a conditional use permit

**5. Information regarding variances, special permits, exceptions, ordinances or conditions:**

There do not appear to be any variances, special permits/exceptions, ordinances or conditions that apply to the subject property (see comments):

The following apply to the subject property (see comments):

Variance - Documentation attached or is otherwise, no longer available (see comment)

Special Permit/Exception/Conditional Use Permit Documentation attached or is otherwise, no longer available (see comment)

Ordinance Documentation attached or is otherwise, no longer available (see comment)

Conditions Documentation attached or is otherwise, no longer available (see comment)

**6. Rebuild: In the event of casualty, in whole or in part, the structure located on the subject property:**

- May be rebuilt in its current form (i.e. no loss of square footage, same footprint, with drive through(s), if applicable).  
 May not be rebuilt in its current form, except upon satisfaction of certain conditions, limitations or requirements.

Comment: Article 6 of the Norfolk Zoning Ordinance discusses non-conformities

**7. Code Violations Information:**

- There do NOT appear to be any outstanding/open zoning, building, or fire code violations that apply to the subject property.  
 The following outstanding/open  zoning /  building /  fire code violations apply

Comment: \_\_\_\_\_

**8. Certificate of Occupancy, status:**

- A valid Certificate of Occupancy has been issued for the subject property and is attached.  
 Certificates of Occupancy have been issued and are in effect for all buildings and, if required, for all units at the Property; however, we are unable to locate a copy in our records. The absence of a copy of the Certificate(s) of Occupancy will not give rise to any enforcement action affecting the property.  
 Certificates of Occupancy for projects constructed prior to the year 2000 are no longer on file with this office. The absence of a copy of the Certificate(s) of Occupancy will not give rise to any enforcement action affecting the property. A Certificate of Occupancy will only be required for new construction.  
 A Certificate of Occupancy is not required for the subject property.

Comment: \_\_\_\_\_

This information was researched on 10/22/2021 by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon/or relates to the information supplied by the requester. The Authority assumes no liability for errors and omissions. All information was obtained from public records, which may be inspected during regular business hours.

By: Robert Brennan

Printed Name: Robert Brennan  
Title: Planner I  
Department: City Planning  
Date: 10/22/2021

# Zoning Certification



**DATE:** 12/09/2021

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

**RE:** ZONING CERTIFICATION

Name of Development: Oak Park

Name of Owner/Applicant: Standard Communities

Name of Seller/Current Owner: \_\_\_\_\_

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 credits available under VHDA's Qualified Allocation Plan.

## DEVELOPMENT DESCRIPTION:

Development Address:

1500 Berkely Avenue, Norfolk, VA, 23523

Legal Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed Improvements:

|   |                   |                      |               |                                  |
|---|-------------------|----------------------|---------------|----------------------------------|
| <input type="checkbox"/> New Construction:          | _____ # Units     | _____ # Buildings    | _____         | Approx. Total Floor Area Sq. Ft. |
| <input type="checkbox"/> Adaptive Reuse:            | _____ # Units     | _____ # Buildings    | _____         | Approx. Total Floor Area Sq. Ft. |
| <input checked="" type="checkbox"/> Rehabilitation: | <u>40</u> # Units | <u>1</u> # Buildings | <u>37,252</u> | Approx. Total Floor Area Sq. Ft. |

## Zoning Certification, cont'd

Current Zoning: MF-NS (Multi-Family - Neighborhood Scale) allowing a density of  
N/A units per acre, and the following other applicable conditions: \_\_\_\_\_

Other Descriptive Information:  
There is no maximum density in MF-NS.

### 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.

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DN: cn = 4b61bab9-4c7c-4e55-b22a-2018317fc5da  
Date: 2021.12.09 13:56:51 -0500

\_\_\_\_\_  
Signature

Robert Brennan

\_\_\_\_\_  
Printed Name

Planner 1

\_\_\_\_\_  
Title of Local Official or Civil Engineer

757-620-5911

\_\_\_\_\_  
Phone:

12/09/2021

\_\_\_\_\_  
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.



**First American**

ISSUED BY  
**First American Title Insurance Company**

**Exhibit A**

File No: NCS-1087599-07-SA1

File No.: NCS-1087599-07-SA1

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

ALL OF THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE CITY OF NORFOLK, STATE OF VIRGINIA, AND KNOWN, NUMBERED AND DESIGNATED AS LOTS 10, 11, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, AS SHOWN ON THE PLAT ENTITLED "CAMPOSTELLA - PROPERTY OF ALVA H. MARTIN IN SOUTH NORFOLK" WHICH IS DULY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF CHESAPEAKE, VIRGINIA IN MAP BOOK 6, AT PAGE 24.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.*

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September 29, 2021  
CRE Zoning  
Diana Eempio  
diana@cresurveys.com  
(330) 812-4249

|                   |   |
|-------------------|---|
| Subject Property: | <b>1412 Berkley Ave</b><br><b>Norfolk, VA 23523</b><br><b>Parcel ID:</b><br><b>Type of Business:</b><br><b>Acreage: 1.6</b> |
|-------------------|---|

In response to your request for information regarding the above-referenced property, we have researched our files and present the following:

**1. The current zoning classification of the subject property is:** MF-NS (Multi-Family - Neighborhood Scale)

**2. According to the current zoning ordinance the zoning districts for the abutting properties are:**

North: SF-T (Single-Family - Traditional)

South: Chesapeake VA

East: MF-NS

West: CC (Community Commercial)

**3. According to the zoning ordinances and regulations for this district, the current use of the subject property is a:**

- Permitted Use by Right  
 Permitted Use by Special/Specific Use Permit  Copy Attached  Copy Not Available (see comment)  
 Permitted Use by Conditional Use Permit  Copy Attached  Copy Not Available (see comment)  
 Legal Non-Conforming Use (no longer permitted by right due to amendments, re-zoning, variance granted or other changes. See comments)  
 Non-Permitted Use

**Comment:** Apartments with more than 24 units require a conditional use permit

**4. To the best of our knowledge, the subject structure(s) was developed:**

- In accordance with Current Zoning Code Requirements and is Legal Conforming  
 Non-conforming (see comments)  
 In accordance with Previous Zoning Code Requirements (amendments, rezoning, variance granted) and is Legal Non-conforming to current zoning requirements.  
 Prior to the adoption of the Zoning Code and is Grandfathered/Legal Non-conforming to current zoning requirements  
 In accordance with Approved Site Plan and is Legal Conforming to approved site plan. If any nonconforming issues exist with respect to current zoning requirement; the subject property would be considered legal non-conforming.

**Comment:** \_\_\_\_\_

**5. Information regarding variances, special permits, exceptions, ordinances or conditions:**

- There do not appear to be any variances, special permits/exceptions, ordinances or conditions that apply to the subject property (see comments):  
 The following apply to the subject property (see comments):  
 Variance - Documentation attached or is otherwise, no longer available (see comment)  
 Special Permit/Exception/Conditional Use Permit Documentation attached or is otherwise, no longer available (see comment)  
 Ordinance Documentation attached or is otherwise, no longer available (see comment)  
 Conditions Documentation attached or is otherwise, no longer available (see comment)

**6. Rebuild: In the event of casualty, in whole or in part, the structure located on the subject property:**

- May be rebuilt in its current form (i.e. no loss of square footage, same footprint, with drive through(s), if applicable).  
 May not be rebuilt in its current form, except upon satisfaction of certain conditions, limitations or requirements.

Comment: \_\_\_\_\_

**7. Code Violations Information:**

- There do NOT appear to be any outstanding/open zoning, building, or fire code violations that apply to the subject property.  
 The following outstanding/open  zoning /  building /  fire code violations apply

Comment: \_\_\_\_\_

**8. Certificate of Occupancy, status:**

- A valid Certificate of Occupancy has been issued for the subject property and is attached.  
 Certificates of Occupancy have been issued and are in effect for all buildings and, if required, for all units at the Property; however, we are unable to locate a copy in our records. The absence of a copy of the Certificate(s) of Occupancy will not give rise to any enforcement action affecting the property.  
 Certificates of Occupancy for projects constructed prior to the year 1990 are no longer on file with this office. The absence of a copy of the Certificate(s) of Occupancy will not give rise to any enforcement action affecting the property. A Certificate of Occupancy will only be required for new construction.  
 A Certificate of Occupancy is not required for the subject property.

Comment: \_\_\_\_\_

This information was researched on 9/28/2021 by the undersigned, per request and as a public service. The undersigned certifies that the above information contained herein is believed to be accurate and is based upon/or relates to the information supplied by the requester. The Authority assumes no liability for errors and omissions. All information was obtained from public records, which may be inspected during regular business hours.

By:



Printed Name: Robert Brennan  
Title: Planner I  
Department: Planning  
Date: 9/28/2021

# **Tab H:**

Attorney's Opinion (MANDATORY)

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

December 22, 2023

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: Oak Park Apartments and Colonial Hall Apartments  
Name of Owner: Standard Lexington Park Venture LP

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated December 22, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

# WILLIAMS MULLEN

December 22, 2023

Page 2

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

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

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

WILLIAMS MULLEN, A Professional Corporation



By: \_\_\_\_\_

Allison T. Domson

Its: Shareholder

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

December 22, 2023

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: Oak Park Apartments and Colonial Hall Apartments  
Name of Owner: Standard Lexington Park Venture LP

Ladies and Gentlemen:

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. The information set forth in the Unit Details section of the Application form as to proposed rents ~~satisfies~~ exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

# WILLIAMS MULLEN

December 22, 2023

Page 2

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Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

WILLIAMS MULLEN, A Professional Corporation



By: \_\_\_\_\_

Allison T. Domson

Its: Shareholder

# 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)

This deal does not require  
information behind this tab.

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**Oak Park & Colonial Hall Apartments**  
Norfolk, VA

**Proposed Unit Renovation Plan & Anti-Displacement Plan**

**Tenant-In-Place Unit Renovations With On-Site Guest Suites**

The proposed in-place renovation plan and schedule for Oak Park and Colonial Hall Apartments (“Project”) are intended to allow the tenants to enjoy their homes and community during the renovation process, with no off-site relocation of qualified tenants expected. The below outline of the construction and temporary on-site relocation methodologies details the process in which tenants are allowed to remain within the community during the renovation, and to do so with a minimal amount of disturbance to their routines. Residents will not incur any additional cost on connection with the renovation, as all labor, materials, and any other frictional costs will be covered by Ownership.

In addition to having the support of the Sponsor’s property operations and construction staff, the property management company in place at the Project, The Franklin Johnston Group (“TFJG”), has extensive experience working with residents to complete on-site relocations during renovations. TFJG will be taking a hands-on approach to managing and assisting tenants during all phases of the process. Around the time of the transaction closing, TFJG will be distributing a general notice notifying the tenants of the planned renovation. Additional communication or notice(s) with estimated renovation start date(s) will follow the initial notice. TFJG and the Sponsor will also schedule a Project-wide resident meeting to formally introduce the team that will be overseeing the renovation process, to discuss the proposed renovation plan and schedule, and to field residents’ questions and hear their concerns. This will be the official start of a period of heavy communication with residents, all with the goal of minimizing surprises, disruptions, and stress for all parties. TFJG will issue frequent reminder notices to all residents outlining the general construction timeline, project scope, and preparation of the units for renovation, with individual units receiving more customized information and guidance as the time for their unit to be renovated draws near. TFJG, in conjunction with representatives from our construction and property operations teams, will be readily available to answer any questions and aid when tenant specific accommodations need to be addressed in advance.

A renovation coordinator will be hired by TFJG at the property to serve as the primary point of contact with residents while coordinating with the other members of the property management team, ownership, and the general contractor to ensure that the process runs smoothly. Clear and frequent communication is essential to this role, and will ensure that the renovation is as minimally disruptive to residents as possible. The renovation coordinator will engage with each household individually well in advance of the date on which work is expected to begin in their unit to answer questions, hear and respond to concerns, and make sure that the site staff and construction team is aware of any resident-specific accommodations. Ownership will provide all packing supplies and labor for moving. Residents will work with the renovation coordinator to ensure processes are completed on time and the renovation coordinator will be available to provide assistance as appropriate.

The unit renovations will be phased-in, with each phase expected to be completed in approximately 20 business days. The total renovation timeline is approximately 15 months, with work expected to begin within 30 days of LIHTC closing.

When their unit is under renovation, residents will be asked to be out of their units from approximately 8am to 4pm each day, returning each evening to a fully functional and cleaned apartment home. During these working hours, they will have access to lounge areas that will include all the services they would otherwise have in their apartments, such as cable & internet access, seating areas, a kitchen, and a bathroom. These lounge areas will be comprised of either other (vacant) apartment units or the common areas at the property, depending on what stage of the renovation is underway. The work will be completed between the hours of 7:00am and 5:00pm, with a different element of the project being completed each day. The unit will be cleaned and habitable each evening, allowing the residents to return. For example, one day of renovation could include the electrician making improvements to the electrical systems and upgrading light fixtures, with electricity and lighting fully restored at the end of the day.

The lounge areas will include everything required for short-term stays, providing residents access to amenities including, but not limited to, kitchen appliances, cable TV, internet, and basic housewares to make the tenants' experience as comfortable as possible. In the event that an unforeseen condition makes it impossible for a resident to return to their unit at the end of a day, they will be provided overnight accommodation in a 'guest suite' unit at the property at no expense.

For renovation preparation, tenants will be required to pack up any loose or breakable items so they are not at increased risk of damage during the renovation process. Boxes and packing materials, such as tape and protective wrap, will be provided to tenants at least two weeks prior to their scheduled renovation start date. Supplemental manpower will be available to assist as needed. Packing assistance will be provided to any tenant that requests or requires assistance.

## **Scope of Work**

The planned renovation involves upgrading unit interiors, modernizing building systems, renovating and expanding the interior and exterior amenity features of the property, and improving the site condition and security features – all in keeping with the details provided with the LIHTC application and Virginia Housing requirements. The unit interior scope includes kitchens, bathrooms, appliances, flooring, painting, doors, and other finishes, amongst other things. Plumbing and electrical systems will be upgraded, as will the building façade and envelope. Community spaces will be modernized and revitalized in a manner that is tailored to the needs of this tenant base. Energy efficiency will be kept in mind for all work, with improvements expected to include LED lighting, low-flow fixtures, Energy Star appliances, and additional insulation.

## **Record Keeping & Grievance Procedures**

### **Record Keeping**

TFJG will maintain detailed records of the temporary relocation process. At a minimum, every tenant file will be appropriately labeled and include all notices, records of tenant and management communication and applicable advisory services, and any/all tenant comments or complaints.

Tenant files will be kept in a secure file cabinet within the management's office. Once the renovation process has been completed, TFJG will keep the tenant files for a minimum of 3 years.

#### Grievance Procedures

TFJG will work with tenants who are unsatisfied with the temporary relocation or general construction process to ensure that any special needs are addressed. Formal complaints by a tenant may be filed with an on-site TFJG representative in writing during normal business hours. TFJG will then consult with the construction team, if needed, and provide a response to the tenant within 48 hours. If the complaint cannot be resolved by on-site representatives, the complaint will be escalated to TFJG's Regional Manager. The Regional Manager will provide the final decision on a resolution.

### **Anti-Displacement Plan**

The Project has an existing Section 8 Housing Assistance Payments contract with HUD, whereby qualified tenants pay 30% of their incomes in rent. The owner of the Project proposes entering into a new long-term contract with HUD as part of the planned renovation and allocation of Low Income Housing Tax Credits, ensuring affordability of the Project. Furthermore, rent affordability at the Property will also be preserved through compliance with all rules, regulations, and requirements of the LIHTC program.

Given our commitment to the above-mentioned plans we are confident that rental increases for existing qualified tenants will not be the cause of displacement of qualified property residents.

#### **Contacts:**

Franklin Johnston Group: Christina Baird, [cbaird@tfjgroup.com](mailto:cbaird@tfjgroup.com), 300 32<sup>nd</sup> Street, Suite 310, Virginia Beach, VA 23451

Standard Forest Cove II Venture LP: Wynton Fox, [WFox@standard-communities.com](mailto:WFox@standard-communities.com), 1015 18<sup>th</sup> Street NW, Suite 601, Washington, DC 20004

#### **Rent Amount:**

There will be no change in the way resident rental payments are determined at the property, as the project-based Section 8 HAP contract will remain in place and continue to govern resident payments. Residents will continue to pay the required amount of their income as stipulated by HUD, which is approximately 30% of their income. The difference between the resident-paid portion and the HUD-determined market rent will be paid by HUD.

# Tab K:

Documentation of Development Location:

This deal does not require  
information behind this tab.

# Tab K.1

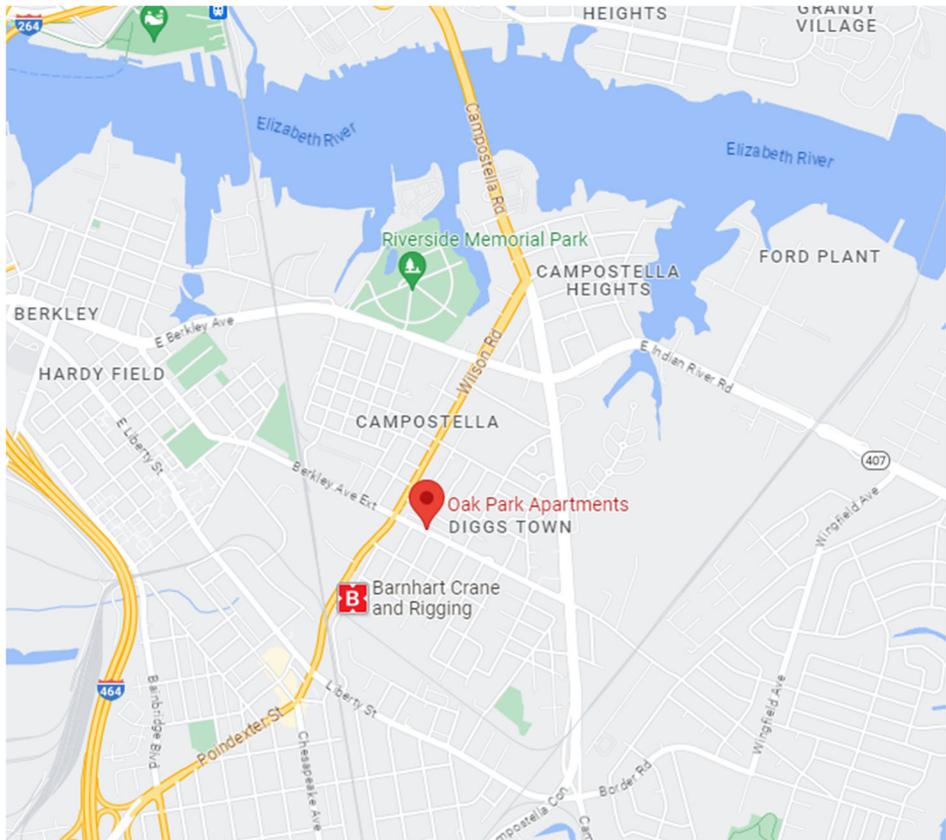
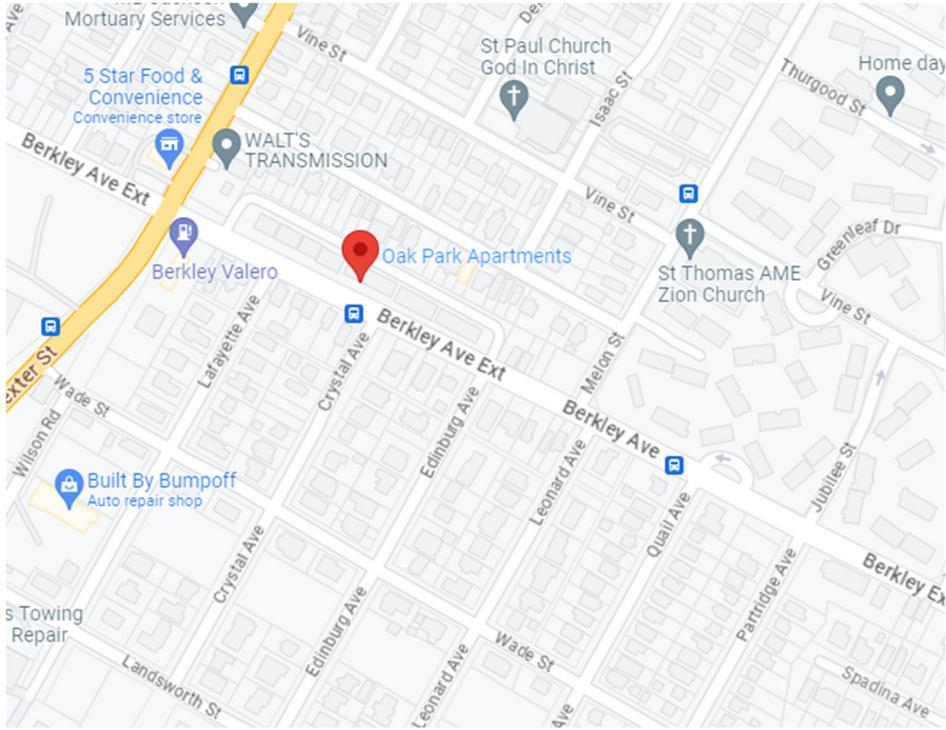
Revitalization Area Certification

This deal does not require  
information behind this tab.

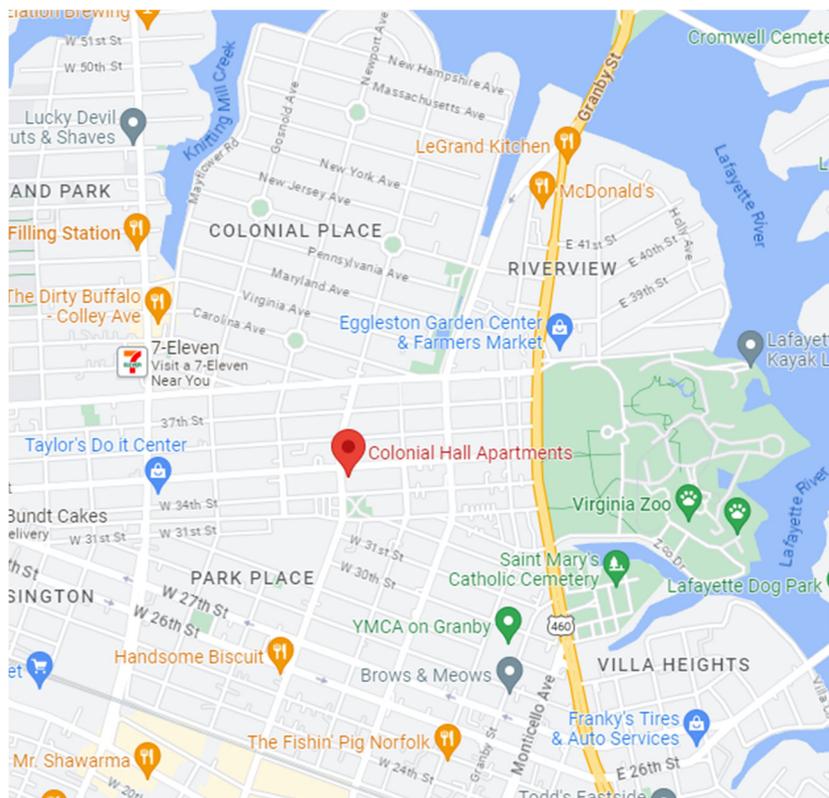
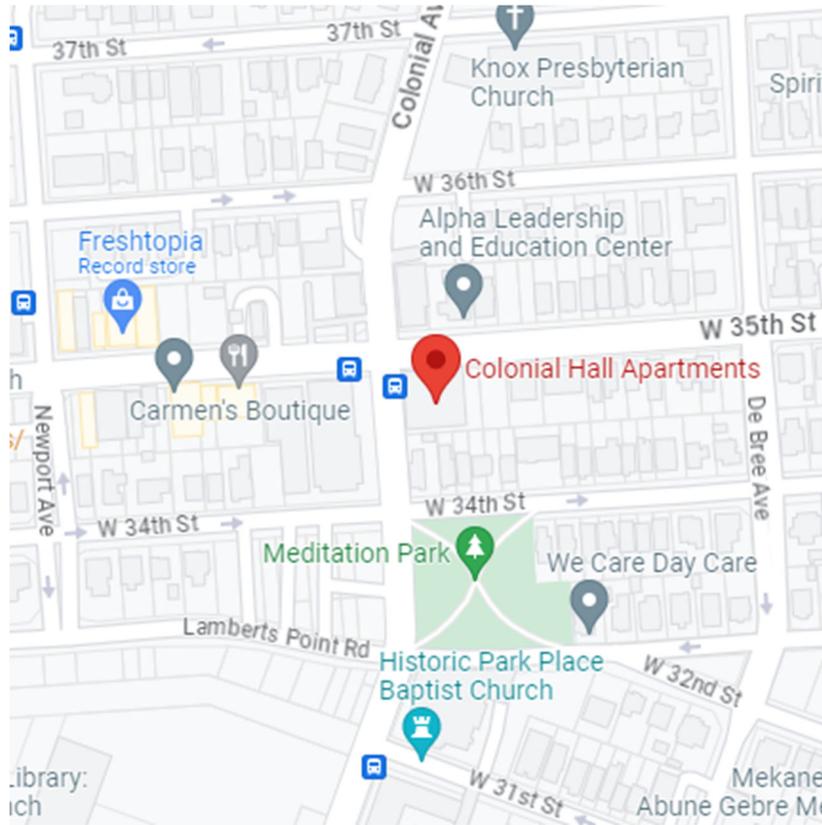
# Tab K.2

Location Map

Oak Park Apartments  
Location Map



Colonial Hall Apartments  
Location Map



# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation

**BLEW & ASSOCIATES, PA**  
**CIVIL ENGINEERS & LAND SURVEYORS**

**Surveyor's Certification of Proximity to Transportation**

DATE: 11/20/2023

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: Colonial Hall Apartments

Name of Owner: Standard Lexington Park Venture LP

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 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.

BLEW & ASSOCIATES, PA

Firm Name

By: *James W. Danner*

Its: Land Surveyor

Title

**BLEW & ASSOCIATES, PA**  
**CIVIL ENGINEERS & LAND SURVEYORS**

**Surveyor's Certification of Proximity to Transportation**

DATE: 11/20/2023

TO: Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: Oak Park Apartments

Name of Owner: Standard Lexington Park Venture LP

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 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.

BLEW & ASSOCIATES, PA

Firm Name

By: 

Its: Land Surveyor

Title

# Tab L:

PHA / Section 8 Notification Letter

This deal does not require  
information behind this tab.

# **Tab M:**

Locality CEO Response Letter

This deal does not require  
information behind this tab.

# Tab N:

Homeownership Plan

This deal does not require  
information behind this tab.

# **Tab O:**

Plan of Development Certification Letter

This deal does not require  
information behind this tab.

# **Tab P:**

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

Items for this Tab were  
submitted in a separate  
folder.

# **Tab Q:**

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

**U.S. Department of Housing and Urban Development**

**Office of Housing**

**Project-based Section 8**

**HOUSING ASSISTANCE PAYMENTS**

**BASIC RENEWAL CONTRACT**

**ONE-YEAR TERM**

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

**PREPARATION OF CONTRACT**

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract

## TABLE OF SECTIONS

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| <b>2 TERM AND FUNDING OF RENEWAL CONTRACT</b>   | <b>2</b> |
| <b>3 DEFINITIONS</b>                            | <b>3</b> |
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U.S. Department of Housing and Urban Development  
Office of Housing

Project-based Section 8

**HOUSING ASSISTANCE PAYMENTS**

**BASIC RENEWAL CONTRACT<sup>1</sup>**

**ONE-YEAR TERM**

**1 CONTRACT INFORMATION<sup>2</sup>**

**PROJECT**

**Section 8 Project Number:** VA36M000036

**Section 8 Project Number of Expiring Contract:** \_\_\_\_\_

**FHA Project Number (if applicable):** \_\_\_\_\_

**Project Name:** Oak Park Apartments

**Project Description:**

This property is located at 1500 Berkeley Ave Extended, Norfolk, VA 23523-1946 in Norfolk County. It consists of (20)1 bedroom and (20)2 bedroom section 8 units.

**TYPE OF RENEWAL**

- Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).
- Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

**PARTIES TO RENEWAL CONTRACT**

**Name of Contract Administrator<sup>4</sup>**

Navigate Affordable Housing Partners

---

**Address of Contract Administrator**

2701 1st Avenue South, Suite 200

Birmingham, Alabama 35233

---

**Name of Owner<sup>5</sup>**

Standard Lexington Park Venture LP

---

**Address of Owner**

1901 Avenue of the Stars, Suite 395

Los Angeles, California 90067

---

**2 TERM AND FUNDING OF RENEWAL CONTRACT**

- a** The Renewal Contract begins on 8/01/2023<sup>6</sup> and shall run for a period of ten months.
- b** Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 175,964,<sup>7</sup> an amount sufficient to provide housing assistance payments for approximately 5<sup>8</sup> months of the Renewal Contract term.
- c** HUD will provide additional funding for the remainder of the Renewal Contract term subject to the availability of sufficient appropriations. When such appropriations are available, HUD will

obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

### 3 DEFINITIONS

**ACC.** Annual contributions contract.

**Contract rent.** The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

**Contract units.** The units in the Project which are identified in Exhibit A by size and applicable contract rents.

**HAP contract.** A housing assistance payments contract between the Contract Administrator and the Owner.

**HUD.** The United States Department of Housing and Urban Development.

**HUD requirements.** HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

**MAHRA.** The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

**PHA.** Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

**Project.** The housing described in section 1 of the Renewal Contract.

**Renewal Contract.** This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)

## 4 RENEWAL CONTRACT

### a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

### b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

### c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will end prior to the beginning of the term of the Renewal Contract.

### d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for a one-year term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing

decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

**e Contract units**

The Renewal Contract applies to the Contract units.

**5 EXPIRING CONTRACT – PROVISIONS RENEWED**

- a** Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b** All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
- (1)** Identification of contract units by size and applicable contract rents;
  - (2)** The amount of the monthly contract rents;
  - (3)** Contract rent adjustments; and
  - (4)** Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c** The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

**6 CONTRACT RENT**

**a Contract rents**

Throughout the Renewal Contract term, the contract rent for each bedroom size (number of bedrooms) shall be the contract rent amount listed in Exhibit A of the Renewal Contract.

**b No rent adjustments**

There shall be no adjustment of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

**7 OWNER WARRANTIES**

**a** The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

**b** The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

**8 OWNER TERMINATION NOTICE**

**a** Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.

**b** If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

**9 HUD REQUIREMENTS**

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

**10 STATUTORY CHANGES DURING TERM**

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

**11 PHA DEFAULT**

- a** This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

**12 EXCLUSION OF THIRD-PARTY RIGHTS**

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.

- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

**13 WRITTEN NOTICES**

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party’s address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party’s designated address.

**SIGNATURES**

**Contract administrator (HUD or PHA)**

Name of Contract Administrator

Navigate Affordable Housing Partners

By: Julie Reynolds

Signature of authorized representative

for Lisa M. McCarroll

Name and official title

Date 9/22/2023

**U.S. Department of Housing and Urban Development**

**Tanya Winters**

Digitally signed by: Tanya Winters  
DN: CN = Tanya Winters email = tanya.winters@hud.gov C = US O = Dept. of Housing and Urban Development OU = Multifamily Housing  
Date: 2023.09.25 09:11:23 -04'00'

By: \_\_\_\_\_

Signature of authorized representative

Account Executive Branch Chief, Tanya Winters

Name and official title

Date September 25, 2023

**Owner**

Name of Owner

Standard Lexington Park Venture LP

By: Bradley C. Martinson  
Bradley C. Martinson (Sep 21, 2023 07:40 PDT)

Signature of authorized representative

Bradley C. Martinson, Authorized Representative

Name and title

Date 9/21/2023



## INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed to references in the text of the Renewal Contract.

<sup>1</sup> This form of Renewal Contract is to be used for initial and subsequent renewals of an expiring Section 8 project-based HAP contract under the authority of Section 524(a) or 524(b)(1) of MAHRA for a one-year term. Attachment 11-2 is to be used for renewals under the authority of Section 524(a) or 524(b)(1) of MAHRA for a renewal term of two or more years.

This form may not be used for Mark-Up-To-Market Renewals. The HUD prescribed form of Mark-Up-To-Market Renewal Contract must be used for this purpose.

Section 2 of the Renewal Contract specifies the date on which the one-year renewal term begins.

<sup>2</sup> To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

<sup>3</sup> Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

<sup>4</sup> Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

<sup>5</sup> Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

<sup>6</sup> The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

<sup>7</sup> Enter the amount of funding obligated.

<sup>8</sup> Enter a whole number of months.

# Oak Park HAP Short Term Contract Eff 08.01.23

Final Audit Report

2023-09-21

|                 |   |
|-----------------|---|
| Created:        | 2023-09-20  |
| By:             | Genevieve Sanchez (gsanchez@standard-companies.com) |
| Status:         | Signed  |
| Transaction ID: | CBJCHBCAABAAK86N1qCmTFu2x3ABx9ytqo9cuEAxxjQt        |

## "Oak Park HAP Short Term Contract Eff 08.01.23" History

-  Document created by Genevieve Sanchez (gsanchez@standard-companies.com)  
2023-09-20 - 3:12:11 PM GMT- IP address: 185.104.139.32
-  Document emailed to bmartinson@standard-communities.com for signature  
2023-09-20 - 3:18:02 PM GMT
-  Email viewed by bmartinson@standard-communities.com  
2023-09-21 - 2:39:41 PM GMT- IP address: 104.47.56.254
-  Signer bmartinson@standard-communities.com entered name at signing as Bradley C. Martinson  
2023-09-21 - 2:40:15 PM GMT- IP address: 68.109.81.71
-  Document e-signed by Bradley C. Martinson (bmartinson@standard-communities.com)  
Signature Date: 2023-09-21 - 2:40:17 PM GMT - Time Source: server- IP address: 68.109.81.71
-  Agreement completed.  
2023-09-21 - 2:40:17 PM GMT

# NOTIFICATION OF SECTION 8 CONTRACT RENTS AND FUNDING

For (Check one):                     Initial Renewal                     Subsequent Renewal                     Amend Rent/BA Only  
Section 8 Contract Number: VA36H027235                    Current Contract Expires On: 06/30/2023  
Owner Name: Standard Lexington Park Venture, LP  
Project Name: COLONIAL HALL APTS  
Project Location: 3412 Colonial Avenue                    Norfolk                    Virginia                    23508-3256  
FHA Project Number:

## IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Rent Effective Date: 07/01/2023                    DUNS #: 118353615

| Number of Contract Units | Number of Bedrooms | Contract Rent | Utility Allowance | Gross Rent |
|--------------------------|--------------------|---------------|-------------------|------------|
| 28                       | 1                  | \$867         | \$89              | \$956      |
| 12                       | 2                  | \$1,015       | \$106             | \$1,121    |

## FUNDING

Budget Authority Increase: 182790  
Contract/Renewal Effective Date: 7/1/2023                    Expiration Date: 4/30/2024

### For HUD Use Only:

Notice to Owner executed by: HUD or CONTRACT ADMINISTRATOR

By: \_\_\_\_\_

*Robert J. McLaughlin, Jr.*

(Signature)

\_\_\_\_\_  
Robert J. McLaughlin, Jr.

(Printed Name)

\_\_\_\_\_  
Director, Quality Control

(Official Title)

\_\_\_\_\_  
08/09/2023

(Date)

**U.S. Department of Housing and Urban Development**

**Office of Housing**

**Project-based Section 8**

**HOUSING ASSISTANCE PAYMENTS**

**BASIC RENEWAL CONTRACT**

**ONE-YEAR TERM**

COLONIAL HALL APTS VA36H027235

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

**PREPARATION OF CONTRACT**

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract

## TABLE OF SECTIONS

|   |          |
|---|----------|
| <b>1 CONTRACT INFORMATION</b>                   | <b>1</b> |
| <b>PROJECT</b>                                  | <b>1</b> |
| <b>TYPE OF RENEWAL</b>                          | <b>1</b> |
| <b>2 TERM AND FUNDING OF RENEWAL CONTRACT</b>   | <b>2</b> |
| <b>3 DEFINITIONS</b>                            | <b>3</b> |
| <b>4 RENEWAL CONTRACT</b>                       | <b>4</b> |
| <b>a Parties</b>                                | <b>4</b> |
| <b>b Statutory authority</b>                    | <b>4</b> |
| <b>c Expiring Contract</b>                      | <b>4</b> |
| <b>d Purpose of Renewal Contract</b>            | <b>4</b> |
| <b>e Contract units</b>                         | <b>5</b> |
| <b>5 EXPIRING CONTRACT – PROVISIONS RENEWED</b> | <b>5</b> |
| <b>6 CONTRACT RENT</b>                          | <b>6</b> |
| <b>a Contract rents</b>                         | <b>6</b> |
| <b>b No rent adjustments</b>                    | <b>6</b> |
| <b>7 OWNER WARRANTIES</b>                       | <b>6</b> |
| <b>8 OWNER TERMINATION NOTICE</b>               | <b>6</b> |
| <b>9 HUD REQUIREMENTS</b>                       | <b>6</b> |
| <b>10 STATUTORY CHANGES DURING TERM</b>         | <b>7</b> |
| <b>11 PHA DEFAULT</b>                           | <b>7</b> |
| <b>12 EXCLUSION OF THIRD-PARTY RIGHTS</b>       | <b>7</b> |
| <b>13 WRITTEN NOTICES</b>                       | <b>8</b> |
| <b>SIGNATURES</b>                               | <b>9</b> |

**U.S. Department of Housing and Urban Development  
Office of Housing**

**Project-based Section 8**

**HOUSING ASSISTANCE PAYMENTS**

**BASIC RENEWAL CONTRACT<sup>1</sup>**

**ONE-YEAR TERM**

**1 CONTRACT INFORMATION<sup>2</sup>**

**PROJECT**

**Section 8 Project Number:** VA36H027235

**Section 8 Project Number of Expiring Contract:** VA36H027235

**FHA Project Number (if applicable):** \_\_\_\_\_

**Project Name:** COLONIAL HALL APTS

**Project Description:**

COLONIAL HALL APTS is located at 3412 Colonial Avenue, Norfolk, VA 23508-3256 in Norfolk County. The property has 40 Section 8 units (28 1BR and 12 2BR units).

**TYPE OF RENEWAL**

- Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).
- Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

**PARTIES TO RENEWAL CONTRACT**

**Name of Contract Administrator<sup>4</sup>**

Navigate Affordable Housing Partners

---

**Address of Contract Administrator**

1827 1st Avenue North, Suite 100

Birmingham, AL 35203

---

**Name of Owner<sup>5</sup>**

Standard Lexington Park Venture, LP

---

**Address of Owner**

1901 Avenue of the Stars, Suite 395

Los Angeles, CA 90067

---

**2 TERM AND FUNDING OF RENEWAL CONTRACT**

- a** The Renewal Contract begins on 7/1/2023<sup>6</sup> and shall run for a period of 10 months.
- b** Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 182,790,<sup>7</sup> an amount sufficient to provide housing assistance payments for approximately 6 (six)<sup>8</sup> months of the Renewal Contract term.
- c** HUD will provide additional funding for the remainder of the Renewal Contract term subject to the availability of sufficient appropriations. When such appropriations are available, HUD will

obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

### 3 DEFINITIONS

**ACC.** Annual contributions contract.

**Contract rent.** The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

**Contract units.** The units in the Project which are identified in Exhibit A by size and applicable contract rents.

**HAP contract.** A housing assistance payments contract between the Contract Administrator and the Owner.

**HUD.** The United States Department of Housing and Urban Development.

**HUD requirements.** HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

**MAHRA.** The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

**PHA.** Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

**Project.** The housing described in section 1 of the Renewal Contract.

**Renewal Contract.** This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f)

## 4 RENEWAL CONTRACT

### a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

### b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

### c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will end prior to the beginning of the term of the Renewal Contract.

### d Purpose of Renewal Contract

- (1) The purpose of the Renewal Contract is to renew the expiring contract for a one-year term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.
- (2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing

decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

**e Contract units**

The Renewal Contract applies to the Contract units.

**5 EXPIRING CONTRACT – PROVISIONS RENEWED**

- a** Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).
- b** All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
- (1)** Identification of contract units by size and applicable contract rents;
  - (2)** The amount of the monthly contract rents;
  - (3)** Contract rent adjustments; and
  - (4)** Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c** The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

## **6 CONTRACT RENT**

### **a Contract rents**

Throughout the Renewal Contract term, the contract rent for each bedroom size (number of bedrooms) shall be the contract rent amount listed in Exhibit A of the Renewal Contract.

### **b No rent adjustments**

There shall be no adjustment of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

## **7 OWNER WARRANTIES**

**a** The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

**b** The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

## **8 OWNER TERMINATION NOTICE**

**a** Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.

**b** If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

## **9 HUD REQUIREMENTS**

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

**10 STATUTORY CHANGES DURING TERM**

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

**11 PHA DEFAULT**

- a** This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

**12 EXCLUSION OF THIRD-PARTY RIGHTS**

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.

- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

**13 WRITTEN NOTICES**

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party’s address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party’s designated address.

**SIGNATURES**

**Contract administrator (HUD or PHA)**

Name of Contract Administrator

NAVIGATE AFFORDABLE HOUSING PARTNERS

---

By: Robert J. McLaughlin, Jr. Robert J. McLaughlin, Jr., Director of Quality Control

Signature of authorized representative

For Lisa McCarroll, President and CEO

Name and official title

Date 08/09/2023

**U.S. Department of Housing and Urban Development**

By: Tanya Winters

Digitally signed by Tanya Winters  
DN: CN = Tanya Winters email = tanya.winters@hud.gov C = US O =  
Dept. of Housing and Urban Development OU = Multifamily Housing  
Date: 2023.08.10 07:37:18 -0400

Signature of authorized representative

Authorized Agent - Account Executive Branch Chief

---

Name and official title

Date August 10, 2023

**Owner:**

**Standard Park Lexington Venture, LP**

By: Bradley C. Martinson

Signature of authorized representative

**Bradley C. Martinson, Authorized Representative**

**Standard Lexington Park Manager LLC, General Partner**

---

Name and title

Date 8/8/2023



## INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed to references in the text of the Renewal Contract.

<sup>1</sup> This form of Renewal Contract is to be used for initial and subsequent renewals of an expiring Section 8 project-based HAP contract under the authority of Section 524(a) or 524(b)(1) of MAHRA for a one-year term. Attachment 11-2 is to be used for renewals under the authority of Section 524(a) or 524(b)(1) of MAHRA for a renewal term of two or more years.

This form may not be used for Mark-Up-To-Market Renewals. The HUD prescribed form of Mark-Up-To-Market Renewal Contract must be used for this purpose.

Section 2 of the Renewal Contract specifies the date on which the one-year renewal term begins.

<sup>2</sup> To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

<sup>3</sup> Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

<sup>4</sup> Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

<sup>5</sup> Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

<sup>6</sup> The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

<sup>7</sup> Enter the amount of funding obligated.

<sup>8</sup> Enter a whole number of months.

# Colonial Hall ST HAP Renewal 2023

Final Audit Report

2023-08-08

|                 |   |
|-----------------|---|
| Created:        | 2023-08-08  |
| By:             | Genevieve Sanchez (gsanchez@standard-companies.com) |
| Status:         | Signed  |
| Transaction ID: | CBJCHBCAABAAfbT6ShBDi2H9Ownb0yoDHdSg_uVtpKaM        |

## "Colonial Hall ST HAP Renewal 2023" History

-  Document created by Genevieve Sanchez (gsanchez@standard-companies.com)  
2023-08-08 - 3:24:11 PM GMT- IP address: 76.169.200.179
-  Document emailed to Brad Martinson (bmartinson@standard-companies.com) for signature  
2023-08-08 - 3:25:05 PM GMT
-  Email viewed by Brad Martinson (bmartinson@standard-companies.com)  
2023-08-08 - 6:41:35 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Brad Martinson (bmartinson@standard-companies.com)  
Signature Date: 2023-08-08 - 6:41:57 PM GMT - Time Source: server- IP address: 139.104.2.153
-  Agreement completed.  
2023-08-08 - 6:41:57 PM GMT

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

# Rent Schedule Low Rent Housing

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0012  
(exp.11/30/2020)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

|                                      |                           |   |
|--------------------------------------|---------------------------|---|
| Project Name<br><b>OAK PARK APTS</b> | FHA Project Number<br>N/A | Date Rents Will Be Effective (mm/dd/yyyy)<br>08/01/2023 |
|--------------------------------------|---------------------------|---|

### Part A — Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

| Col. 1<br>Unit Type<br>(Include Non-revenue<br>Producing Units) | Col. 2<br>Number<br>of Units | Contract Rents   |  | Col. 5<br>Utility<br>Allowances<br>(Effective Date<br>(mm/dd/yyyy)<br>08/01/2023) | Col. 6<br>Gross Rent<br>(Col. 3 + Col. 5) | Market Rents<br>(Sec. 236 Projects Only)                   |  |
|---|------------------------------|--|--|---|---|--|--|
|   |                              | Col. 3<br>Rent Per Unit  | Col. 4<br>Monthly<br>Contract Rent<br>Potential<br>(Col. 2 x Col. 3) |   |   | Col. 7<br>Rent<br>Per Unit                                 | Col. 8<br>Monthly<br>Market Rent<br>Potential<br>(Col. 2 x Col. 7) |
| 1 Bedroom, Family   | 20                           | 1,058  | 21,160   | 49  | 1,107                                     | 0  | 0  |
| 2 Bedroom, Family   | 20                           | 1,309  | 26,180   | 72  | 1,381                                     | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
|   |                              | 0  | 0  | 0   | 0   | 0  | 0  |
| <b>Total Units</b>  | <b>40</b>                    | <b>Monthly Contract Rent Potential (Add Col. 4)* \$47,340</b>      |  |   |   | <b>Monthly Market Rent Potential (Add Col. 8)* \$0</b>     |  |
|   |                              | <b>Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$568,080</b> |  |   |   | <b>Yearly Market Rent Potential (Col. 8 Sum x 12)* \$0</b> |  |

\* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

### Part B – Items Included in Rent

**Equipment/Furnishings in Unit** (Check those included in rent.)

Range       Dishwasher     

Refrigerator       Carpet     

Air Conditionar       Drapes     

Disposal           

**Utilities** (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)  
E=electric; G=gas; F=fuel oil or coal.

Heating      G       Hot Water      G       Lights, etc.      E

Cooling      E       Cooking      G       W/S/T

**Services/Facilities (check those included in rent)**

Parking             Nursing Care

Laundry             Linen/Maid Service

Swimming Pool           

Tennis Courts           

### Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

| Purpose | Monthly Charge |
|---------|----------------|
|         | \$0.00         |
|         | \$0.00         |
|         | \$0.00         |
|         | \$0.00         |
|         | \$0.00         |
|         | \$0.00         |

### Part D – Non-Revenue Producing Space

| Col. 1<br>Use                                   | Col. 2<br>Unit Type | Col. 3<br>Contract Rent |
|---|---------------------|-------------------------|
|   |                     | 0                       |
|   |                     | 0                       |
|   |                     | 0                       |
|   |                     | 0                       |
|   |                     | 0                       |
|   |                     | 0                       |
| <b>Total Rent Loss Due to Non-Revenue Units</b> |                     | <b>\$ 0</b>             |

### Part E – Commercial Space (retail, offices, garages, etc.)

| Col. 1<br>Use | Col. 2<br>Monthly<br>Rent<br>Potential | Col. 3<br>Square<br>Footage            | Col. 4<br>Rental Rate<br>Per Sq. Ft<br>(Col. 2 divided by<br>Col. 3) |
|---------------|--|--|--|
|               |  |  | 0  |
|               |  |  | 0  |
|               |  |  | 0  |
|               |  |  | 0  |
|               |  |  | 0  |
|               | \$0                                    | <b>Total Commercial Rent Potential</b> |  |

### Part F – Maximum Allowable Rent Potential

|   |  |          |
|---|--|----------|
| <b>Enter Maximum Allowable Monthly Rent Potential From Rent Computation</b> |  | \$47,340 |
| <b>Worksheet (to be completed by HUD or lender)</b>                         |  |          |

**Part G – Information on Mortgagor Entity**

Name of Entity

Standard Lexington Park Venture LP

Type of Entity

- Individual       General Partnership       Joint Tenancy/Tenants in Common       Other (specify)
- Corporation       Limited Partnership       Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Standard Lexington Park Manager LLC

General Partner

Name and Title

**Part H — Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Cyndi Natalello, Director of Compliance

Authorized Official's Signature

*Cynthia Natalello*

9/18/23

Date (mm/dd/yyyy)

**Part I — HUD/Lender Approval**

Addendum Number

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)

HAP Contract Number

VA36M000036

*Julie Reynolds*

9.22.2023

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)



**Part G – Information on Mortgagor Entity**

Name of Entity

Standard Lexington Park Venture, LP

Type of Entity

- Individual       General Partnership       Joint Tenancy/Tenants in Common       Other (specify)  
 Corporation       Limited Partnership       Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
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Name and Title

Standard Lexington Park Manager LLC

General Partner

Name and Title

**Part H — Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Standard Lexington Park Manager LLC, GP  
Cyndi Natalello, Director of Compliance

Authorized Official's Signature

*Cyndi Natalello*

8/8/23

Date (mm/dd/yyyy)

**Part I — HUD/Lender Approval**

Addendum Number

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)

HAP Contract Number

VA36H027235

*Robert J. McLaughlin, Jr.*  
Director, Housing Management Division Signature

08/09/2023

Exhibit Number

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

# **Tab S:**

Supportive Housing Certification

This deal does not require  
information behind this tab.

# **Tab T:**

Funding Documentation

This deal does not require  
information behind this tab.

# **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](http://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

This deal does not require  
information behind this tab.

# **Tab W:**

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

## **RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities**

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

### **Rules of Operation**

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: \_\_\_\_\_

\_\_\_\_\_

Name (Print):

Date

# **OAK PARK & COLONIAL HALL APARTMENTS**

## **INTERNET SECURITY PLAN**

The internet service at Oak Park Apartments 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.



# 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](http://www.dinopass.com)

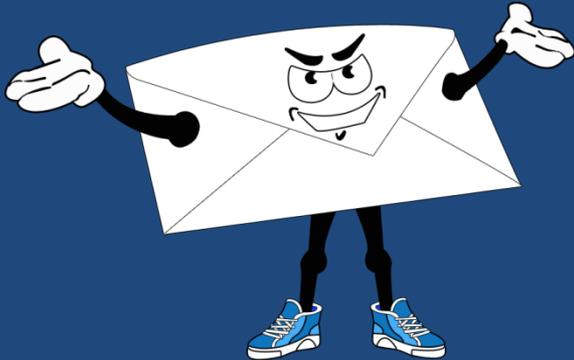
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



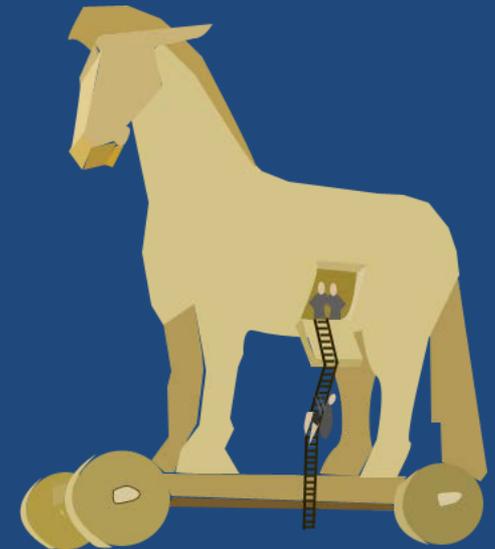
# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- ❑ Choose chat sites designed for kids, such as [www.kidzworld.com](http://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](http://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](http://www.ag.virginia.gov)

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

# **OAK PARK APARTMENTS**

## **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 Oak Park Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Franklin Johnston Group (the “Management Agent”) will be responsible for the management of Oak Park Apartments. The Management Agent will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, the Management Agent will be responsible for the development and management of community and resident services program.

### **Affirmative Marketing**

The Management Agent 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. The Management Agent, 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 with a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of The Management Agent.

### **I. Marketing and Outreach**

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

- **Networking**

The Management Agent will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Peninsula Center for Independent Living – Voice: 757-827-0275 TTY: 757-827-8800

- Independence Center Inc. – Voice: 757-461-8007 TTY: 757-461-7527
- Virginia Board for People with Disabilities – Voice: 804-786-0016
- Virginia Department for Aging and Rehabilitative Services - 804-662-7078 or 800-552-5019  
TTY: 800-464-9950

#### 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.

- **Internet Search**

Oak Park Apartments will also be listed on the following websites:

[www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)  
[accessva.org](http://accessva.org)  
[dbhds.virginia.gov](http://dbhds.virginia.gov)

- **Print Media**

Print media sources will also be identified in the Norfolk area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

- **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 they attract friends who will want to reside together, thus binding the community. **Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

- **Marketing Materials**

Additional marketing materials are needed to further support the specific marketing effort for people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage**—A simple, two-color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

## II. 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. The Management Agent encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

## III. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 9:00 A.M. to 5:00 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and

Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

### **Tenant Selection Criteria**

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

***Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance***

### **Application Processing**

Application processing will be done at the management office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act.

Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
  - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
  - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
  
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which YOUR Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
  
- Family composition must be compatible for units available on the property.
  
- Applicants must receive satisfactory referrals from all previous Landlords.
  
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
  
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
  
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
  
- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
  
- Applicants must complete the Application for Lease and all verification forms truthfully.
  
- Applicants must provide all information required by current Federal regulations and policies.
  
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
  
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
  
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.

- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

### **Held Vacant for 60 Days**

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 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.

# **COLONIAL HALL APARTMENTS**

## **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 Colonial Hall Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Franklin Johnston Group (the “Management Agent”) will be responsible for the management of Colonial Hall Apartments. The Management Agent will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, the Management Agent will be responsible for the development and management of community and resident services program.

### **Affirmative Marketing**

The Management Agent 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. The Management Agent, 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 with a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of The Management Agent.

### **I. Marketing and Outreach**

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

- **Networking**

The Management Agent will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Peninsula Center for Independent Living – Voice: 757-827-0275 TTY: 757-827-8800

- Independence Center Inc. – Voice: 757-461-8007 TTY: 757-461-7527
- Virginia Board for People with Disabilities – Voice: 804-786-0016
- Virginia Department for Aging and Rehabilitative Services - 804-662-7078 or 800-552-5019  
TTY: 800-464-9950

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.

- **Internet Search**

Colonial Hall Apartments will also be listed on the following websites:

- [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)
- [accessva.org](http://accessva.org)
- [dbhds.virginia.gov](http://dbhds.virginia.gov)

- **Print Media**

Print media sources will also be identified in the Norfolk area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

- **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 they attract friends who will want to reside together, thus binding the community. **Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

- **Marketing Materials**

Additional marketing materials are needed to further support the specific marketing effort for people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two-color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
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- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
  
- Applicants must complete the Application for Lease and all verification forms truthfully.
  
- Applicants must provide all information required by current Federal regulations and policies.
  
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
  
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
  
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- 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

NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY

PROPOSED RESOLUTION

Meeting Date: December 10, 2021

Agenda Item No. II

TITLE: INDUCEMENT RESOLUTION REGARDING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE APPROXIMATELY 260-UNIT SCATTERED SITE LEXINGTON PARK APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF NORFOLK, VIRGINIA

RESOLUTION:

**WHEREAS**, the Norfolk Redevelopment and Housing Authority (the "Authority") is empowered, pursuant to the Virginia Housing Authorities Law, Chapter 1, Title 36 (the "Act") of the Code of Virginia of 1950, as amended (the "Virginia Code"), to issue its bonds for the purpose, among others, of financing the Plan of Finance (as hereinafter defined), located within the territorial boundaries of the City of Norfolk, Virginia (the "City"); and

**WHEREAS**, Standard Lexington Park Venture LP, or an affiliate thereof controlled by such entity (the "Borrower"), has requested the Authority to agree to issue its multifamily residential rental housing revenue bonds under the Act in an amount not to exceed \$56,800,000 (the "Bonds"), the proceeds of which will be used to finance or refinance a portion of the cost of acquiring, constructing, renovating, rehabilitating and equipping a scattered site multifamily residential rental housing project consisting of 60 one-bedroom units, 92 two-bedroom units, 82 three-bedroom units and 26 four-bedroom units to be known as Lexington Park Apartments (the "Project") on approximately 9.8 acres of land located at 1225 Tidewater Drive, 1412 Berkeley Avenue, and 3412 Colonial Avenue in Norfolk, Virginia, including the financing of reserve funds as permitted by applicable law and the costs of issuance incurred in connection with the issuance of the Bonds (together with the Project, the "Plan of Finance") as permitted under the Act; and

**WHEREAS**, the Project shall be established and maintained as a "qualified residential rental project" within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, preliminary plans for the Plan of Finance have been described to the Authority; and

**WHEREAS**, the Authority has determined that it is in the best interest of the Authority to issue the Bonds pursuant to the Act, in such amounts as may be necessary to finance the Plan of Finance.

**NOW, THEREFORE, BE IT RESOLVED BY THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY THAT:**

1. The foregoing recitals are approved by the Authority and are incorporated in, and deemed a part of, this resolution.

2. It is hereby found and determined that the Plan of Finance will further the public purposes of the Act by assisting in providing housing to low and moderate income persons in the City.

3. It is hereby found and determined that the Project will constitute “residential building(s)” as that term is defined in the Act.

4. To induce the Borrower to undertake the Plan of Finance and maintain the Project as a “qualified residential rental project” within the meaning of Section 142(d) of the Code, the Authority hereby agrees, subject to approvals required by applicable law, to assist the Borrower in financing the Plan of Finance, including the financing of reserve funds as permitted by applicable law, by undertaking the issuance of (and hereby declares its official intent to issue) the Bonds upon the terms and conditions to be mutually agreed upon between the Authority and the Borrower. The Bonds shall be issued in form and pursuant to terms to be set by the Authority. The Bonds may be issued in one or more series at one time or from time to time, and the Bonds of any such series may be either taxable or tax-exempt for purposes of federal income taxation.

5. All other acts of the officers of the Authority that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bonds and the undertaking of the Plan of Finance are hereby ratified, approved and confirmed.

6. The Authority hereby designates McGuireWoods LLP, Tysons, Virginia, to serve as bond counsel (collectively, “Bond Counsel”) and hereby appoints such firm to supervise the proceedings and approve the issuance of the Bonds.

7. The Authority hereby agrees, if requested, to accept the recommendation of the Borrower with respect to the appointment of a bond purchaser, placement agent or underwriter for the sale of the Bonds pursuant to the terms to be mutually agreed upon.

8. The Borrower agrees to indemnify and save harmless the Authority, its officers, commissioners, employees and agents from and against all liabilities, obligations, claims, damages, penalties, losses, costs and expenses in any way connected with the issuance and sale of the Bonds, such indemnification agreement to be included in the definitive documents for the Bonds.

9. All costs and expenses in connection with the financing and the Plan of Finance, including the fees and expenses of the Authority (including, without limitation, any application fee and/or origination fee and all ongoing administrative fees), Bond Counsel, counsel for the Borrower and any bond purchaser, placement agent or underwriter for the sale of the Bonds, and counsel, shall be paid from the proceeds of the Bonds (but only to the extent permitted by applicable law) or by the Borrower. If for any reason such Bonds are not issued, it is understood

that all such fees and expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

10. The Bonds shall be limited obligations of the Authority and shall be payable solely out of revenues, receipts and payments specifically pledged therefor. Neither the commissioners, officers, agents or employees of the Authority, past, present and future, nor any person executing the Bonds, shall be liable personally on the Bonds by reason of the issuance thereof. The Bonds shall not be deemed to constitute a general obligation debt or a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority or the City (and the Bonds shall so state on their face), and neither the Commonwealth of Virginia nor any such political subdivision thereof shall be personally liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than the special funds and sources provided therefor. Neither the faith and credit nor the taxing power of the Commonwealth of Virginia, or any political subdivision thereof, shall be pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

11. The Authority (including its officers, commissioners, employees and agents) shall not be liable and hereby disclaims all liability to the Borrower and all other persons or entities for any damages, direct or consequential, resulting from the issuance of the Bonds or failure of the Authority to issue the Bonds for any reason. Any obligation of the Authority to exercise its powers in the City to issue the Bonds as requested by the Borrower is contingent upon the satisfaction of all legal requirements and the Authority shall not be liable and hereby disclaims all liability to the Borrower for any damages, direct or consequential, resulting from the Authority's failure to issue Bonds for the Plan of Finance for any reason, including but not limited to, the failure of the City Council of the City (the "City Council") to approve the issuance of the Bonds.

12. The Authority recommends that, following a public hearing (the "Public Hearing") to be held with respect to the Plan of Finance and the Bonds in accordance with Section 147(f) of the Code and Section 15.2-4906, as applicable to housing authorities, of the Virginia Code, the City Council approve the issuance of the Bonds.

13. The Secretary of the Authority is authorized and directed to deliver to the City Council (1) a reasonably detailed summary of the comments, if any, expressed at the Public Hearing, (2) a fiscal impact statement concerning the Plan of Finance and (3) copies of this resolution and the Public Hearing resolution of the Authority.

14. The Chairman, Vice Chairman, Secretary or any Assistant Secretary of the Authority, or the designee of any of them, is hereby authorized to request an allocation or allocations of the State Ceiling (as defined in Section 15.2-5000 of the Virginia Code) in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder, following the Public Hearing and City Council approvals described above. All costs incurred by the Authority, if any, in connection with such proceeding shall be paid for by the Borrower.

15. No Bonds may be issued pursuant to this resolution until such time as (a) the Public Hearing has been held, (b) the issuance of the Bonds has been approved by the City Council, (c) the Bonds have received an allocation or allocations of the State Ceiling in accordance with the applicable provisions of the Virginia Code and any regulations or executive orders issued thereunder, and (d) the final terms and details of the Bonds have been approved by subsequent resolution of the Authority (including, but not limited to, terms satisfactory to the Authority with respect to the Borrower's commitment to provide the Borrower's Special Commitments).

16. The Authority hereby authorizes the Borrower and Bond Counsel to take such steps, as and when needed, to advertise the public hearing with respect to the Project and the Bonds required pursuant to Section 147(f) of the Code and Section 15.2-4906, as applicable to housing authorities, of the Virginia Code.

17. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Plan of Finance or of the Borrower.

18. This resolution is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Sections 103 and 141 to 150 of the Code. Based upon the representations of the Borrower, the Authority reasonably expects that certain costs of the Project may be reimbursed with the proceeds of the Bonds. The maximum principal amount of the Bonds is expected not to exceed \$56,800,000.

19. This resolution shall take effect immediately upon its adoption.

READ AND ADOPTED: December 10, 2021

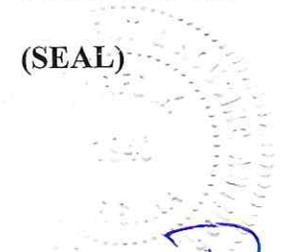
**CERTIFICATE OF VOTES**

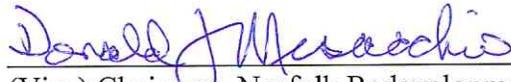
Record of the roll-call vote by the Norfolk Redevelopment and Housing Authority, upon reading of a resolution titled **“INDUCEMENT RESOLUTION REGARDING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE ACQUISITION, CONSTRUCTION, RENOVATION, REHABILITATION AND EQUIPPING OF THE APPROXIMATELY 260-UNIT SCATTERED SITE LEXINGTON PARK APARTMENTS MULTIFAMILY HOUSING FACILITY LOCATED IN THE CITY OF NORFOLK, VIRGINIA”** taken at a meeting of the Authority held on December 10, 2021:

|                                | <b>AYE</b> | <b>NAY</b> | <b>ABSTAIN</b> | <b>ABSENT</b> |
|--------------------------------|------------|------------|----------------|---------------|
| Donald Musacchio, Chairman     | ✓          |            |                |               |
| Alphonso Albert, Vice Chairman |            |            |                | ✓             |
| Rose Arrington                 |            |            |                | ✓             |
| Ken Benassi                    |            |            |                | ✓             |
| Joe W. Dillard Jr.             | ✓          |            |                |               |
| Dick Gresham                   | ✓          |            |                |               |
| Suzanne Puryear                | ✓          |            |                |               |

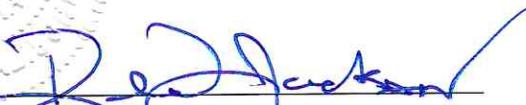
Dated: December 10, 2021

(SEAL)



  
 \_\_\_\_\_  
 (Vice) Chairman, Norfolk Redevelopment and  
 Housing Authority

ATTEST:

  
 \_\_\_\_\_  
 (Asst.) Secretary

The undersigned (Asst.) Secretary of the Norfolk Redevelopment and Housing Authority hereby certifies that the foregoing is a true, correct and complete copy of a Resolution adopted by the Authority’s commissioners present and voting at a meeting duly called and held on December 10, 2021, in accordance with law, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect as of the date hereof.

**WITNESS** my hand and the seal of the Authority this \_\_\_ day of December, 2021.

**NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**

By:

  
 \_\_\_\_\_  
 (Asst.) Secretary

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

This deal does not require  
information behind this tab.

# **Tab AA:**

Priority Letter from Rural Development

This deal does not require  
information behind this tab.

# **TAB AB:**

Social Disadvantage Certification

This deal does not require  
information behind this tab.