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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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## 224 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 Procurement Workcenter
<input checked="" type="checkbox"/>	Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>
<input checked="" type="checkbox"/>	Scanned Copy of the <b>Signed</b> 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 type="checkbox"/>	Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>
<input 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 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 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 checked="" 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 type="checkbox"/>	Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY if Rehab)</b>
	Tab K: Documentation of Development Location:
<input checked="" type="checkbox"/>	K.1 Revitalization Area Certification
<input checked="" type="checkbox"/>	K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template
<input checked="" 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 checked="" type="checkbox"/>	Tab T: Funding Documentation
<input checked="" type="checkbox"/>	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
<input checked="" type="checkbox"/>	Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
<input checked="" type="checkbox"/>	Tab W: Internet Safety Plan and Resident Information Form
<input checked="" type="checkbox"/>	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
<input type="checkbox"/>	Tab Y: Inducement Resolution for Tax Exempt Bonds
<input checked="" type="checkbox"/>	Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation
<input type="checkbox"/>	Tab AA: Priority Letter from Rural Development
<input checked="" type="checkbox"/>	Tab AB: Social Disadvantage Certification

VHDA TRACKING NUMBER		2024-TEB-159
A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT		Application Date: 7/18/2024

1.

Development Name:

Malone Place

2.

Address (line 1):

230 Medical Place Boulevard

Address (line 2):

City:

Petersburg

State:

VA

Zip:

23805

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

Petersburg 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:

8112.00

7.

Development is located in a Qualified Census Tract.....

TRUE

Note regarding DDA and QCT

8.

Development is located in a Difficult Development Area.....

FALSE

9.

Development is located in a Revitalization Area based on QCT .....

TRUE

10.

Development is located in a Revitalization Area designated by resolution .....

FALSE

11.

Development is located in an Opportunity Zone (with a binding commitment for funding).....

FALSE

(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)

12.

Development is located in a census tract with a household poverty rate of.....

3%	10%	12%
FALSE	FALSE	TRUE

Enter only Numeric Values below:

13.

Congressional District:

4

Planning District:

19

State Senate District:

13

State House District:

82

14.

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

The proposed development is named Malone Place, a multifamily community in Petersburg, Virginia. The development will consist of 76 units in one building. The building will be a 3-story elevator building, with 100% of units meeting the Universal Design requirements. The development team has successfully developed and placed in service hundres of affordable housing properties across a multitude of states and is considered a leader in the affordable housing industry.

VHDA TRACKING NUMBER		2024-TEB-159
A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT		Application Date: 7/18/2024

15. Local Needs and Support

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

Chief Executive Officer's Name:	March Altman		
Chief Executive Officer's Title:	City Manager	Phone:	(804) 733-2301
Street Address:	135 N. Union St.		
City:	Petersburg	State:	VA
		Zip:	23803

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

Jared Crews, Planning Manager
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- 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: 

New Construction

For Tax Exempt Bonds, where are bonds being issued? 

Virginia Housing

**ACTION:** Provide Inducement Resolution at **TAB Y** (if available)  
**Skip to Number 4 below.**

2. Type(s) of Allocation/Allocation Year 

Carryforward Allocation

Definitions of types:

- a. 

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

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

3. Select Building Allocation type: 

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

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

FALSE

If true, provide name of companion development:

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

FALSE

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

Total Units within 9% allocation request? 

0

Total Units within 4% Tax Exempt allocation Request? 

0

Total Units: 

0

% of units in 4% Tax Exempt Allocation Request: 

0.00%

6. Extended Use Restriction

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

**Must Select One:**

30

Definition of selection:

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

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

TRUE

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

## C. OWNERSHIP INFORMATION

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

## 1. Owner Information:

*Must be an individual or legally formed entity.*

a. Owner Name: Malone Place Limited Partnership

Developer Name: Woda Cooper Development, Inc.

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

Address: 500 South Front St, Floor 10

City: Columbus St. ▶ OH Zip: 43215

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

Email address: gmusttric@wodagroup.com

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

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

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

Maia Cooper, mcooper@wodagroup.com, 614-396-3200

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
  - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
  - 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. TRUE Indicate if at least one principal listed within Org Chart with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual.

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

## 2. Developer Experience:

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

- TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.  
**Action:** Provide one 8609 from qualifying development.

- TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)  
**Action:** Provide one 8609 from each qualifying development.

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: 

Purchase Contract

Expiration Date: 

6/14/2025

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 6/14/2025 .

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

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

D. SITE CONTROL

3. Seller Information:

Name:

Petersburg South Associates, LLC

Address:

7204 Glen Forest Dr, Suite 100

City:

Richmond

St.:

VA

Zip:

23226

Contact Person:

Bernadette Palmer

Phone:

(804) 363-3139

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

FALSE

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

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

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

**E. DEVELOPMENT TEAM INFORMATION**

**Complete the following as applicable to your development team.**

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

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

1. Tax Attorney:	Efrem Levy	This is a Related Entity.	FALSE
Firm Name:	Reno & Cavanaugh PLLC	DEI Designation?	FALSE
Address:	455 Massachusetts Ave. NW, Suite 400, Washington, DC 20001		
Email:	elevy@renocavanaugh.com	Phone:	(202) 349-2476
2. Tax Accountant:	Bryan Stickler	This is a Related Entity.	FALSE
Firm Name:	Stemen, Mertens, Stickler CPA's	DEI Designation?	FALSE
Address:	380 S. 5th Street, Columbus, Ohio 43215		
Email:	bstickler@lscspa.com	Phone:	(614) 224-0955
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct., Midlothian, VA 23113	Role:	Consultant
Email:	RyneJohnson@AstoriaLLC.com	Phone:	(804) 320-0585
4. Management Entity:	David Cooper, Jr.	This is a Related Entity.	TRUE
Firm Name:	Woda Management & Real Estate, LLC	DEI Designation?	FALSE
Address:	500 South Front Street, 10th Floor, Columbus, OH 43215		
Email:	dcooper@wodagroup.com	Phone:	(614) 396-3200
5. Contractor:	David Cooper, Jr.	This is a Related Entity.	TRUE
Firm Name:	Woda Construction, Inc.	DEI Designation?	FALSE
Address:	500 South Front Street, 10th Floor, Columbus, OH 43215		
Email:	dcooper@wodagroup.com	Phone:	(614) 396-3200
6. Architect:	David Layman, AIA	This is a Related Entity.	FALSE
Firm Name:	Hooker DeJong, Inc.	DEI Designation?	FALSE
Address:	316 Morris Avenue, Suite 410, Muskegon, MI 49440		
Email:	davidl@hdjinc.com	Phone:	(231) 722-3407
7. Real Estate Attorney:	Efrem Levy	This is a Related Entity.	FALSE
Firm Name:	Reno & Cavanaugh PLLC	DEI Designation?	FALSE
Address:	455 Massachusetts Ave. NW, Suite 400, Washington, DC 20001		
Email:	elevy@renocavanaugh.com	Phone:	(202) 349-2476
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Bruce A. Watts	This is a Related Entity.	TRUE
Firm Name:	Watts Real Estate Consulting & Developmen	DEI Designation?	TRUE
Address:	500 Stuart Circle, Norfolk, VA 23502		
Email:	bwatts0712@gmail.com	Role:	Consultant
		Phone:	(757) 650-0361

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

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

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

- b. This development has received a previous allocation of credits..... **FALSE**  
If so, when was the most recent year that this development received credits? ..... **0**

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

- d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

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

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

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

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

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

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

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

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

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

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

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

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

**Applications for 9% Credits** - Section 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

FALSE

FALSE

FALSE

FALSE

FALSE

FALSE

FALSE

FALSE

FALSE

a.

b.

c.

d.

e.

f.

g.

Be authorized to do business in Virginia.

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

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

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

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

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

Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.
2. **All Applicants:** To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Owner

Name: Bay Aging

Contact Person: Kathy Vesley

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

City: Urbanna State: VA Zip: 23175-9903

Phone: (804) 758-2386 Contact Email: kvesley@bayaging.org

G. NONPROFIT INVOLVEMENT

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

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

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

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

Name of qualified nonprofit: Bay Aging

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

Name of Local Housing Authority

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

Action: Provide Homeownership Plan (TAB N) 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	76	bedrooms	156
	Total number of <b>rental</b> units in development	76	bedrooms	156
	Number of low-income rental units	76	bedrooms	156
	Percentage of rental units designated low-income	100.00%		
b.	Number of new units:.....	76	bedrooms	156
	Number of adaptive reuse units: .....	0	bedrooms	0
	Number of rehab units:.....	0	bedrooms	0
c.	If any, indicate number of planned exempt units (included in total of all units in development).....			0
d.	Total Floor Area For The Entire Development.....	91,512.00	(Sq. ft.)	
e.	Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	522.00	(Sq. ft.)	
f.	Nonresidential Commercial Floor Area (Not eligible for funding).....	0.00		
g.	Total Usable Residential Heated Area.....	90,990.00	(Sq. ft.)	
h.	Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....	100.00%		
i.	Exact area of site in acres .....	23.462		
j.	Locality has approved a final site plan or plan of development.....	FALSE		
	If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k.	Requirement as of 2016: Site must be properly zoned for proposed development. <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.

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	763.21	SF	14	14
2BR Garden	904.65	SF	44	44
3BR Garden	1142.79	SF	18	18
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			76	76

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

3. Structures

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

1

b. Age of Structure:.....

0 years

c. Maximum Number of stories:.....

3

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

FALSE

e. Commercial Area Intended Use:

N/A

f. Development consists primarily of :

(Only One Option Below Can Be True)

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

TRUE

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

FALSE

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

FALSE

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

i. Row House/Townhouse

FALSE

v. Detached Single-family

FALSE

ii. Garden Apartments

TRUE

vi. Detached Two-family

FALSE

iii. Slab on Grade

TRUE

vii. Basement

FALSE

iv. Crawl space

FALSE

h. Development contains an elevator(s).

TRUE

If true, # of Elevators.

2

Elevator Type (if known)

TBD

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities:	Community Room min. 749 SQFT and service provider offices
-----------------------------------	---

m. Number of Proposed Parking Spaces	138
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 re[prt should be completed for the whole development and not an individual unit.

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

- ACTION:** Provide RESNET rater certification of Development Plans **(TAB F)**
- ACTION:** Provide Internet Safety Plan and Resident Information Form **(Tab W)** if corresponding options selected below.

REQUIRED:

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

TRUE	a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
50.00%	b1. Percentage of brick covering the exterior walls.
50.00%	b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
TRUE	c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
TRUE	d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
FALSE	e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
	f. <i>Not applicable for 2024 Cycles</i>
FALSE	g. Each unit is provided free individual broadband/high speed internet access.
or	<i>(both access point categories have a minimum upload/download speed per manual.)</i>
TRUE	h. Each unit is provided free individual WiFi access.
FALSE	i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
or	
TRUE	j. Full bath fans are equipped with a humidistat.
TRUE	k. Cooking surfaces are equipped with fire prevention features as defined in the manual
or	
FALSE	l. Cooking surfaces are equipped with fire suppression features as defined in the manual
FALSE	m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or	
TRUE	n. All Construction types: each unit is equipped with a permanent dehumidification system.
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 <b>Tab F</b> .
FALSE	s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear

J. ENHANCEMENTS

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:

- FALSE

Earthcraft Gold or higher certification
- FALSE

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

LEED Certification
- FALSE

Enterprise Green Communities (EGC) Certification

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

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

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

- TRUE

Zero Energy Ready Home Requirements
- FALSE

Passive House Standards
- FALSE

Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P. See Manual for details and requirements.

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

- TRUE

a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 76

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

100% of Total Rental Units

4. 

FALSE

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

If not, please explain:

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I. UTILITIES

1. Utilities Types:

- a. Heating Type

Electric Forced Air
- b. Cooking Type

Electric
- c. AC Type

Central Air
- d. Hot Water Type

Electric

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

- Water?

FALSE

Heat?

FALSE
- Hot Water?

FALSE

AC?

FALSE
- Lighting/ Electric?

FALSE

Sewer?

FALSE
- Cooking?

FALSE

Trash Removal?

TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	10	12	14	0
Air Conditioning	0	6	8	10	0
Cooking	0	4	6	7	0
Lighting	0	15	20	26	0
Hot Water	0	9	12	15	0
Water	0	10	18	31	0
Sewer	0	22	42	71	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$76	\$118	\$174	\$0

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

- a. FALSE

HUD

d. FALSE

Local PHA
- b. FALSE

Utility Company (Estimate)

e. TRUE

Other: Sol Design - HUD Utility Model
- c. FALSE

Utility Company (Actual Survey)

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**TRUE**

a. Any development in which (i) the greater of 5 units or 10% of 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.

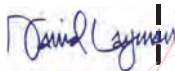
Documentation from source of assistance must be provided with the application.

**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.**



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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)

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

**FALSE**

**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, 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: **Yes**

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

Contact person: **Nathaniel Pride**

Title: **Executive Director**

Phone Number: **(804) 733-2200**

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

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

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: **18**

% of total Low Income Units **24%**

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

[Download Current CMA List from VirginiaHousing.com](#)

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

**4. Target Population Leasing Preference**

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

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

First Name: **Kathy**

Last Name: **Osterman**

Phone Number: **(614) 396-3200**

Email: **kosterman@wodagroup.com**

**K. SPECIAL HOUSING NEEDS****5. Resident Well-Being (as defined in the manual)****Action:** Provide appropriate documentation for any selection below (**Tab S**)**FALSE**

a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services.

**FALSE**

b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.

**FALSE**

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

**6. Rental Assistance**

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

**TRUE**

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

**FALSE**

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

**FALSE**

Section 8 New Construction Substantial Rehabilitation

**FALSE**

Section 8 Moderate Rehabilitation

**FALSE**

Section 811 Certificates

**FALSE**

Section 8 Project Based Assistance

**FALSE**

RD 515 Rental Assistance

**FALSE**

Section 8 Vouchers

\*Administering Organization:

**TRUE**

State Assistance

\*Administering Organization:

District 19 Community Service Board

**FALSE**

Other:

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

**TRUE**

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

**0**

d. Number of units receiving assistance:

**8**

How many years in rental assistance contract?

**1.00**

Expiration date of contract:

**7/15/2025**

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**

L. UNIT DETAILS

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

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

a. Units Provided Per Household Type:

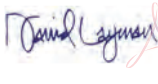
Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	10.53%	30% Area Median
0	0.00%	40% Area Median
30	39.47%	50% Area Median
0	0.00%	60% Area Median
22	28.95%	70% Area Median
16	21.05%	80% Area Median
0	0.00%	Market Units
76	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	10.53%	30% Area Median
0	0.00%	40% Area Median
30	39.47%	50% Area Median
0	0.00%	60% Area Median
22	28.95%	70% Area Median
16	21.05%	80% Area Median
0	0.00%	Market Units
76	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 **TRUE** 40% Levels **TRUE** 50% levels **TRUE**
- c. The development plans to utilize average income testing..... **TRUE**

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	8	8	707.00	\$540.00	\$4,320
Mix 2	1 BR - 1 Bath	50% AMI	2	1	707.00	\$955.00	\$1,910
Mix 3	1 BR - 1 Bath	70% AMI	3		707.00	\$1,200.00	\$3,600
Mix 4	1 BR - 1 Bath	80% AMI	1		707.00	\$1,225.00	\$1,225
Mix 5	2 BR - 1 Bath	50% AMI	18	1	847.00	\$1,120.00	\$20,160
Mix 6	2 BR - 1 Bath	50% AMI	2		1013.00	\$1,120.00	\$2,240
Mix 7	2 BR - 1 Bath	70% AMI	13		847.00	\$1,340.00	\$17,420
Mix 8	2 BR - 1 Bath	80% AMI	11		847.00	\$1,380.00	\$15,180
Mix 9	3 BR - 2 Bath	50% AMI	8	1	1083.00	\$1,245.00	\$9,960
Mix 10	3 BR - 2 Bath	70% AMI	6		1083.00	\$1,575.00	\$9,450
Mix 11	3 BR - 2 Bath	80% AMI	4		1083.00	\$1,600.00	\$6,400

L. UNIT DETAILS

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
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Mix 66							\$0
Mix 67							\$0
Mix 68							\$0
Mix 69							\$0

L. UNIT DETAILS

Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			76	11			\$91,865

Total Units	76	Net Rentable SF:	TC Units	66,992.00
			MKT Units	0.00
			Total NR SF:	66,992.00

Floor Space Fraction (to 7 decimals)	100.00000%
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**M. OPERATING EXPENSES****Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing			\$2,280
2. Office Salaries			\$0
3. Office Supplies			\$25,080
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$62,064
6.00% of EGI	\$816.63	Per Unit	
6. Manager Salaries			\$56,400
7. Staff Unit (s)	(type		\$0
8. Legal			\$7,300
9. Auditing			\$6,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$6,080
12. Tax Credit Monitoring Fee			\$2,660
13. Miscellaneous Administrative			\$44,000
<b>Total Administrative</b>			<b>\$211,864</b>

**Utilities**

14. Fuel Oil		\$0
15. Electricity		\$19,000
16. Water		\$5,450
17. Gas		\$0
18. Sewer		\$5,950
<b>Total Utility</b>		<b>\$30,400</b>

**Operating:**

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$4,250
21. Janitor/Cleaning Contract		\$3,000
22. Exterminating		\$5,450
23. Trash Removal		\$8,000
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$5,600
27. Grounds Contract		\$4,225
28. Maintenance/Repairs Payroll		\$56,400
29. Repairs/Material		\$13,000
30. Repairs Contract		\$12,400
31. Elevator Maintenance/Contract		\$7,000
32. Heating/Cooling Repairs & Maintenance		\$5,125
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$2,000
35. Decorating/Payroll/Contract		\$3,950
36. Decorating Supplies		\$2,000
37. Miscellaneous		\$0
<b>Totals Operating &amp; Maintenance</b>		<b>\$132,400</b>

**Taxes & Insurance**

38. Real Estate Taxes		\$101,840
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**M. OPERATING EXPENSES**

39. Payroll Taxes		\$8,850
40. Miscellaneous Taxes/Licenses/Permits		\$2,204
41. Property & Liability Insurance	\$400 per unit	\$30,400
42. Fidelity Bond		\$0
43. Workman's Compensation		\$750
44. Health Insurance & Employee Benefits		\$3,000
45. Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$147,044</b>
<b>Total Operating Expense</b>		<b>\$521,708</b>

<b>Total Operating Expenses Per Unit</b>	<b>\$6,865</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>50.44%</b>
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<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)</b>	<b>\$22,800</b>
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<b>Total Expenses</b>	<b>\$544,508</b>
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**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	Complete	David Cooper, Jr.
b. Site Acquisition	9/29/2025	David Cooper, Jr.
c. Zoning Approval	In Place	David Cooper, Jr.
d. Site Plan Approval	7/1/2025	David Cooper, Jr.
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	1/3/2025	David Cooper, Jr.
ii. Conditional Commitment	2/1/2025	David Cooper, Jr.
iii. Firm Commitment	3/1/2025	David Cooper, Jr.
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	1/3/2025	David Cooper, Jr.
ii. Conditional Commitment	2/1/2025	David Cooper, Jr.
iii. Firm Commitment	3/1/2025	David Cooper, Jr.
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	ASNH	David Cooper, Jr.
ii. Application	9/1/2025	David Cooper, Jr.
iii. Award/Commitment	12/1/2025	David Cooper, Jr.
<b>2. Formation of Owner</b>	6/25/2024	David Cooper, Jr.
<b>3. IRS Approval of Nonprofit Status</b>	1/11/1980	Kathy E. Vesley
<b>4. Closing and Transfer of Property to Owner</b>	9/29/2025	David Cooper, Jr.
<b>5. Plans and Specifications, Working Drawings</b>	3/15/2025	David Cooper, Jr.
<b>6. Building Permit Issued by Local Government</b>	4/15/2025	David Cooper, Jr.
<b>7. Start Construction</b>	5/1/2025	David Cooper, Jr.
<b>8. Begin Lease-up</b>	7/15/2026	David Cooper, Jr.
<b>9. Complete Construction</b>	9/1/2026	David Cooper, Jr.
<b>10. Complete Lease-Up</b>	10/31/2026	David Cooper, Jr.
<b>11. Credit Placed in Service Date</b>	12/31/2026	David Cooper, Jr.

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

Complete cost column and basis column(s) as appropriate

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

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

<b><u>Must Use Whole Numbers Only!</u></b>		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	13,570,358	0	13,570,358	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	13,570,358	0	13,570,358	0
f. Earthwork	950,000	0	950,000	0
g. Site Utilities	485,000	0	485,000	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	635,000	0	635,000	0
j. Site Improvements	225,000	0	225,000	0
k. Lawns & Planting	175,000	0	175,000	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	405,000	0	405,000	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	2,875,000	0	2,875,000	0
<b>Total Structure and Land</b>	16,445,358	0	16,445,358	0
r. General Requirements	986,721	0	986,721	0
s. Builder's Overhead ( 2.0% Contract)	328,906	0	328,906	0
t. Builder's Profit ( 6.0% Contract)	986,721	0	986,721	0
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1:	0	0	0	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$18,747,706</b>	<b>\$0</b>	<b>\$18,747,706</b>	<b>\$0</b>

**Construction cost per unit: \$246,680.34**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT =**

**\$2,302,350**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT =**

**\$2,302,348**

## O. PROJECT BUDGET - OWNER COSTS

		To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.		
Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	150,000	0	150,000	0
b. Architecture/Engineering Design Fee \$4,441 /Unit)	337,500	0	337,500	0
c. Architecture Supervision Fee \$1,480 /Unit)	112,500	0	112,500	0
d. Tap Fees	424,200	0	424,200	0
e. Environmental	30,000	0	30,000	0
f. Soil Borings	7,500	0	7,500	0
g. Green Building (Earthcraft, LEED, etc.)	30,000	0	30,000	0
h. Appraisal	16,500	0	16,500	0
i. Market Study	8,000	0	8,000	0
j. Site Engineering / Survey	142,500	0	142,500	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	219,000	0	219,000	0
n. Construction Interest ( 7.5% for 30 months)	1,401,882	0	969,308	0
o. Taxes During Construction	10,000	0	10,000	0
p. Insurance During Construction	176,000	0	176,000	0
q. Permanent Loan Fee ( 0.2% )	10,000			
r. Other Permanent Loan Fees	72,598			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	7,500	0	7,500	0
u. Accounting	7,500	0	7,500	0
v. Title and Recording	120,000	0	90,000	0
w. Legal Fees for Closing	270,000	0	210,000	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	88,892			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	105,000	0	105,000	0
ab. Organization Costs	25,000			
ac. Operating Reserve	478,675			
ad. Contingency	25,000			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	35,000			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Construction Lender Inspe	24,000	0	24,000	0
(2) Other* specify:	Marketing	6,000	0	0	0
(3) Other* specify:	Archaeology Study	20,000	0	20,000	0
(4) Other* specify:	Bond Issuance Costs	200,000	0	200,000	0
(5) Other* specify:	Lease-Up Reserve	233,283	0	0	0
(6) Other* specify:		0	0	0	0
(7) Other* specify:		0	0	0	0
(8) Other* specify:		0	0	0	0
(9) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$4,794,030	\$0	\$3,297,008	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$23,541,736	\$0	\$22,044,714	\$0
3. Developer's Fees		2,371,336	0	2,371,336	0
4. Owner's Acquisition Costs					
Land		995,000			
Existing Improvements		0	0		
Subtotal 4:		\$995,000	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$26,908,072	\$0	\$24,416,050	\$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:

\$2,392,939

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

\$283  
\$344

Meets Limits

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

\$340,961  
\$331,194

Proposed Cost per Unit exceeds limit

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"	(D) "70 % Present Value Credit"	
		(B) Acquisition		(C) Rehab/ New Construction
1. Total Development Costs	26,908,072	0	24,416,050	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)		0	24,416,050	0
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) State Designated Basis Boosts:		7,324,815		0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0		0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			31,740,865	0
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	31,740,865	0
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$0	\$1,269,635	\$0
(Must be same as BIN total and equal to or less than credit amount allowed)		\$1,269,635 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.	Truist Bank	07/11/24	07/15/24	\$21,900,000	Colin Whittier
2.					
3.					
Total Construction Funding:				\$21,900,000	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Cedar Rapids Bank & Trust	7/11/2024	7/15/2024	\$4,100,000	\$288,045	6.50%	40	15
2.	Virginia DHCD			\$4,159,781	\$124,793	3.00%	30	30
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$8,259,781	\$412,838			

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

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

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

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

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

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$21,900,000
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:	\$0
l.	Other:	\$0

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

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

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

**86.18%****7. Some of the development's financing has credit enhancements.....****FALSE**

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

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

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

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

c. **FALSE** Other

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

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

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

**b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)**

Amount of State HOTC	\$12,555,950	x Equity \$	\$0.530	=	\$6,654,654
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**c. Equity that Sponsor will Fund:**

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$1,162,849	(Note: Deferred Developer Fee cannot be negative.)
iv. 45L Credit Equity	\$32,677	
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** \$1,195,526

**2. Equity Gap Calculation**

a. Total Development Cost		\$26,908,072
b. Total of Permanent Funding, Grants and Equity	-	\$16,109,960
c. Equity Gap		\$10,798,112
d. Developer Equity	-	\$1,079
e. Equity gap to be funded with low-income tax credit proceeds		\$10,797,033

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

a.	Actual or Anticipated Name of Syndicator:	▶	Truist Community Capital, LLC			
	Contact Person:	Steve Smith		Phone:	410-878-4774	
	Street Address:	120 E. Baltimore St.				
	City:	Baltimore	State:	MD	Zip:	21202

**b. Syndication Equity**

i. Anticipated Annual Credits	\$1,255,595.00
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	\$1,255,469
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$10,797,033

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs	\$10,797,033
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**5. Net Equity Factor**

Must be equal to or greater than 85%	85.9999666396%
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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			\$26,908,072
2. Less Total of Permanent Funding, Grants and Equity	-		\$16,109,960
3. Equals Equity Gap			\$10,798,112
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			85.9999666396%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$12,555,949
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,255,595
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,269,635
8. Requested Credit Amount		For 30% PV Credit:	\$1,255,595
		For 70% PV Credit:	\$0
Credit per LI Units	\$16,520.9868	<b>Combined 30% &amp; 70% PV Credit Requested</b>	
Credit per LI Bedroom	\$8,048.6859		
			\$1,255,595

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	\$91,865
Plus Other Income Source (list): <u>Tenant Charges, Laundry, Interest</u>	\$823
Equals Total Monthly Income:	\$92,688
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,112,260
Less Vacancy Allowance <u>7.0%</u>	\$77,858
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$1,034,402</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>	\$0
Equals Total Monthly Income:	\$0
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>7.0%</u>	\$0
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<b>\$0</b>

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$1,034,402
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,034,402
d. Total Expenses	\$544,508
e. Net Operating Income	\$489,894
f. Total Annual Debt Service	\$412,838
g. Cash Flow Available for Distribution	\$77,056

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,034,402	1,055,090	1,076,192	1,097,715	1,119,670
Less Oper. Expenses	544,508	560,843	577,669	594,999	612,849
Net Income	489,894	494,247	498,523	502,717	506,821
Less Debt Service	412,838	412,838	412,838	412,838	412,838
Cash Flow	77,056	81,409	85,685	89,879	93,983
Debt Coverage Ratio	1.19	1.20	1.21	1.22	1.23

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,142,063	1,164,904	1,188,202	1,211,967	1,236,206
Less Oper. Expenses	631,234	650,171	669,676	689,766	710,459
Net Income	510,829	514,733	518,526	522,200	525,746
Less Debt Service	412,838	412,838	412,838	412,838	412,838
Cash Flow	97,991	101,895	105,688	109,362	112,908
Debt Coverage Ratio	1.24	1.25	1.26	1.26	1.27

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,260,930	1,286,149	1,311,872	1,338,109	1,364,871
Less Oper. Expenses	731,773	753,726	776,338	799,628	823,617
Net Income	529,157	532,422	535,533	538,481	541,254
Less Debt Service	412,838	412,838	412,838	412,838	412,838
Cash Flow	116,319	119,584	122,695	125,643	128,416
Debt Coverage Ratio	1.28	1.29	1.30	1.30	1.31

Estimated Annual Percentage Increase in Revenue

2.00% (Must be ≤ 2%)

Estimated Annual Percentage Increase in Expenses

3.00% (Must be ≥ 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		76	0	230 Medical Park Blvd.		Petersburg	VA	23805				\$0	\$31,740,865	10/01/26	4.00%	\$1,269,635				\$0
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		76	0 If development has more than 35 buildings, contact Virginia Housing.																	
		Totals from all buildings							\$0				\$31,740,865				\$0			
													\$0				\$1,269,635			

Number of BINS: 1

**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

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

**V. STATEMENT OF OWNER**

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

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

Legal Name of Owner: Malone Place Limited Partnership

By: 

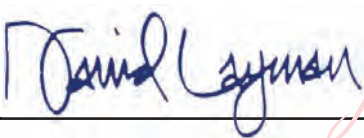
Its: Authorized Member of the General Partner  
(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	David Layman
Virginia License#:	0401015915
Architecture Firm or Company:	Hooker DeJong, Inc.

By:		Digitally signed by 2251972TMG Date: 2024.07.18 09:42:46 -04'00'
Its:	President, Chairperson of Board	
	(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
Total:			0.00

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	Y	0 or 10	10.00
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
Total:			10.00

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	12%	0, 20, 25 or 30	20.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			45.00

## 3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			77.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services <b>or</b> eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
i. Developments with less than 100 low income units	Y	up to 20	9.60
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			171.60

## 4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$109,400	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	23.68%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.53%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			90.00

## 5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - 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	Y	0 or 5	5.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			25.00

## 6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	92.70
b. Cost per unit		Up to 100	35.36
Total:			128.06

## 7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			70.00

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

**TOTAL SCORE:** **539.66**

**Enhancements:**

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	3.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	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>77.00</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: 77.00**

X.

Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name:

Malone Place

Cycle Type:4% Tax Exempt Bonds Credits

Requested Credit Amount:\$1,255,595

Allocation Type:New Construction

Jurisdiction:Petersburg City

Total Units76

Population Target:General

Total LI Units76

Total Score539.66

Project Gross Sq Ft:91,512.00

Owner Contact:Gregory Mustric

Green Certified?TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$8,259,781	\$108,681	\$90	\$412,838
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$16,445,358	\$216,386	\$180	61.12%
General Req/Overhead/Profit	\$2,302,348	\$30,294	\$25	8.56%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$4,794,030	\$63,079	\$52	17.82%
Acquisition	\$995,000	\$13,092	\$11	3.70%
Developer Fee	\$2,371,336	\$31,202	\$26	8.81%
Total Uses	\$26,908,072	\$354,054		

Income		
Gross Potential Income - LI Units		
		\$1,112,260
Gross Potential Income - Mkt Units		
		\$0
Subtotal		\$1,112,260
Less Vacancy %	7.00%	\$77,858
Effective Gross Income		\$1,034,402

Rental Assistance?

TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$211,864	\$2,788
Utilities	\$30,400	\$400
Operating & Maintenance	\$132,400	\$1,742
Taxes & Insurance	\$147,044	\$1,935
Total Operating Expenses	\$521,708	\$6,865
Replacement Reserves	\$22,800	\$300
Total Expenses	\$544,508	\$7,165

Cash Flow	
EGI	\$1,034,402
Total Expenses	\$544,508
Net Income	\$489,894
Debt Service	\$412,838
Debt Coverage Ratio (YR1):	1.19

Total Development Costs	
Total Improvements	\$23,541,736
Land Acquisition	\$995,000
Developer Fee	\$2,371,336
Total Development Costs	\$26,908,072

Proposed Cost Limit/Sq Ft:

\$283

Applicable Cost Limit/Sq Ft:

\$344

Proposed Cost Limit/Unit:

\$340,961

Applicable Cost Limit/Unit:

\$331,194

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	14
# of 2BR	44
# of 3BR	18
# of 4+ BR	0
Total Units	76

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	8	8
40% AMI	0	0
50% AMI	30	30
60% AMI	0	0
>60% AMI	38	38
Market	0	0

Income Averaging?

TRUE

Extended Use Restriction?

30

**Y. Efficient Use of Resources****Credit Points for 9% Credits:**

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

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

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

Combined Max	\$1,269,635
Credit Requested	\$1,255,595
% of Savings	1.11%
Sliding Scale Points	92.7

**Cost Points:**

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

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

Total Costs Less Acquisition	\$25,913,072	
Total Square Feet	91,512.00	
Proposed Cost per SqFt	\$283.17	
Applicable Cost Limit per Sq Ft	\$344.00	
% of Savings	17.68%	
Total Units	76	
Proposed Cost per Unit	\$340,961	
Applicable Cost Limit per Unit	\$331,194	
% of Savings	-2.95%	
Max % of Savings	17.68%	Sliding Scale Points 35.36

# Tab A:

Partnership or Operating Agreement, including  
Org Chart with percentages of ownership interest

**Malone Place Limited Partnership**

(the “**Partnership**”)

Limited Partnership Agreement

**General Partner:**

Malone Place GP, LLC  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

**Limited Partner:**

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

## **Malone Place Limited Partnership**

(a Virginia Limited Partnership)

### **Limited Partnership Agreement**

July 3, 2024

This Limited Partnership Agreement (this “**Partnership Agreement**”) is entered into as of the date first set forth above by and among **Malone Place GP, LLC**, an Ohio limited liability company (the “**General Partner**”) and **Woda Investor Member, LLC**, an Ohio limited liability company (the “**Limited Partner**,”) and collectively with the General Partner, the “**Partners**”).

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

1. **Formation of the Partnership.** The Partnership was formed as of June 25, 2024, by the filing of the Partnership’s certificate of limited partnership with the Virginia State Corporation Commission.
2. **Name of the Partnership.** The name of the Partnership shall be “Malone Place Limited Partnership.”
3. **Character and Purpose of the Business.** The general character and purpose of the business of the Partnership shall be: (a) to acquire, construct, own, finance, lease, maintain, and operate a housing development; (b) to eventually sell or otherwise dispose of the housing development; (c) to rehabilitate the housing development; and (d) to engage in all other activities incidental or related thereto.
4. **Principal Place of Business.** The address of the principal place of business of the Partnership shall be 500 S. Front St., 10<sup>th</sup> Floor, Columbus, Ohio 43215, or such other address as may from time to time be selected by the General Partner.
5. **Agent for Service of Process.** Bruce Watts shall be the Partnership’s agent for service of process (the “**Agent**”). The Agent’s address shall be 530 South Main Street, Norfolk, VA 23523.
6. **Name and Address of the General Partner.** The name and address of the General Partner is as follows:

Malone Place GP, LLC  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

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

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

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

General Partner	1%
Limited Partner	99%
<b>Total</b>	<b>100%</b>

11. **Distribution and Cash Flow Allocations.** Distribution and Cash Flow Allocations for any fiscal year of the Partnership shall be allocated among the Partners in accordance with the Profit and Loss Allocations.
12. **Management of the Partnership.** The Partnership shall be managed by the General Partner, who shall exercise control over the affairs of the Partnership. The General Partner shall be under a fiduciary duty to conduct and manage the affairs of the Partnership in a prudent, businesslike, and lawful manner and shall devote such part of its time to the affairs of the Partnership as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Partnership as contemplated in this Partnership Agreement. The General Partner shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Partnership.
13. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the General Partner shall serve as the "Partnership Representative" of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.
14. **Limitation of Liability.** Except as otherwise required under the Act (relating to a limited partner's liability under certain circumstances to refund to the Partnership distributions of cash previously made to it as a return of capital), no Limited Partner shall be personally

liable for any loss or liability of the Partnership beyond the amount of such Limited Partner's agreed-upon Capital Contributions.

15. **Books of Account.** The General Partner shall keep proper books of account for the Partnership using the accrual basis of accounting (subject to year-end adjustments). Such books of account shall be kept at the principal office of the Partnership.
16. **Counterparts.** This Partnership Agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.
17. **Applicable Law.** This Partnership Agreement and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of Virginia.
18. **Successors.** This Partnership Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors, and assigns.
19. **Severability.** The invalidity or unenforceability of any provision of this Partnership Agreement in a particular respect shall not affect the validity of enforceability of any other provisions of this Partnership Agreement or of the same provision in any other respect.
20. **First Right of Refusal.** Bay Aging, a Virginia non-stock corporation and 501(c)(3) organization, is the sole member of Bay Aging Brennan Pointe GP, LLC, the Nonprofit GP Member of the General Partner and the Grantee of the right of first refusal to the real property known as Malone Place, pursuant to that certain Right of First Refusal Agreement dated July 3, 2024 by and between the Partnership and the Bay Aging attached hereto as Exhibit A.
21. **Amendment of the Partnership Agreement.** This Partnership Agreement may not be amended in whole or in part except by a written instrument signed by each General Partner and each Limited Partner.

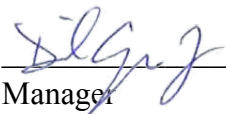
*[the remainder of this page was intentionally left blank]*

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

**General Partner:**

Malone Place GP, LLC  
An Ohio limited liability company

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

By:   
Its: Manager

**Limited Partner:**

Woda Investor Member, LLC  
An Ohio limited liability company

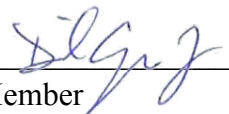
By:   
Its: Member

Exhibit A

Parcel Nos. 087030810

PREPARED BY: Matthew Greeson, Esq. VA Bar No.83939  
WHEN RECORDED MAIL TO: Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001

## **RIGHT OF FIRST REFUSAL** **AGREEMENT**

### **(Malone Place)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among Malone Place Limited Partnership, a Virginia limited partnership (the "Owner" or the "Company"), Bay Aging, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by Malone Place GP, LLC, an Ohio limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [ State Registered ] limited liability company (the "**Investor Member**") and [ Special Member ] **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [ State Registered ] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 76-unit apartment project for families located in Petersburg, Virginia and commonly known as "Malone Place" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency

of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

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

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to

be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
  - (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
  - (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
  - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
  - (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
  - (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
  - (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

- C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

Section 5. Contract and Closing

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

Section 6. Conveyance and Condition of the Property

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

Section 7. Transfer

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

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

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

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

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

Section 10. Notice

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

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, Kathy E. Vesley, President & CEO, 5306 Old

Virginia Street PO Box 610, Urbanna, VA 23175.

#### Section 11 Severability of Provisions

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

#### Section 12. Binding Provisions

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

#### Section 13. Counterparts

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

#### Section 14. Governing Law

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

#### Section 15. Headings

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

#### Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder,

including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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


**OWNER:**

**Malone Place Limited Partnership**, a Virginia limited partnership

By: Malone Place GP, LLC, , an Ohio limited liability company, its general Partner

By: Woda Cooper Communities II, LLC, its Managing Member Managing Member of

MM if applicable

By: , its Manager  
David Cooper, Jr.

State of Ohio CITY/COUNTY OF Franklin

On July 3rd, 2024, before me, the undersigned, a notary public in and for said state, personally appeared David Cooper, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity as Manager of Woda Cooper Communities II, LLC, the managing member of Malone Place GP, LLC, the General Partner of Malone Place Limited Partnership and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public:

1/19/2027

Commission Expires:

2022-RE-843279

Registration No.:



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

**GRANTEE:**

Bay Aging, a Virginia non-stock nonprofit corporation

By: Kathy E. Vesley

Name: Kathy E. Vesley

Title: President & CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Middlesex

On July 3, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Kathy E. Vesley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President & CEO of Bay Aging, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Stephanie Mary Hutton

Commission Expires: 11/30/2026

Registration No.: 7780473

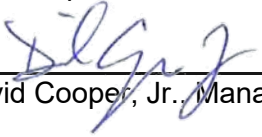


The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**GENERAL PARTNER:**

**Malone Place GP, LLC**, an Ohio limited liability company

By: Woda Cooper Communities II, LLC >

By:   
Its: David Cooper, Jr., Manager

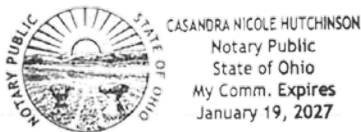
STATE OF OHIO CITY OF Columbus

On July 3rd, 2024, before me, the undersigned, a notary public in and for said state, personally appeared David Cooper, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Manager of Woda Cooper Communities II, LLC, the managing member of Malone Place GP, LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission Expires: 1/19/2027

Registration No.: 2022-RE-843279



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

**INVESTOR MEMBER:**

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

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

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

**SPECIAL MEMBER:**

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

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Petersburg, Virginia, containing 26.570 acres of land, more or less, together with the improvements thereon and described as Lot 5 on that certain subdivision plat prepared by Timmons Group, dated August 11, 2005, entitled "PLAT SHOWING A SUBDIVISION OF 100.634 ACRES OF LAND FOR THE CREATION OF LOTS 3, 4, 5 & 6 COMMONWEALTH MEDICAL PARK AND THE DEDICATION OF 2.921 ACRES OF LAND AS PUBLIC RIGHT OF WAY SITUATED ON THE EAST LINE OF SOUTH CRATER ROAD U.S. ROUTE 301 AND THE WEST LINE OF INTERSTATE 95 IN THE CITY OF PETERSBURG, VIRGINIA", a copy of which plat is recorded in the Office of the Clerk of the Circuit Court, City of Petersburg, Virginia ("Clerk's Office") in Plat Book 5, pages 300-301 and reference to which is hereby made for a more particular description.

LESS AND EXCEPT that portion of the property conveyed to the City of Petersburg, Virginia, a municipal corporation, by Deed of Gift, dated October 4, 2007, recorded December 20, 2007, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia as Instrument Number 070006804.

BEING a portion of the same property conveyed to Petersburg South Associates, a Virginia general partnership by deed from Crater South Associates, dated August 12, 1983, recorded August 15, 1983, in Deed Book 398, page 467, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia. Petersburg South Associates, LLC, a limited liability company, succeeded to the ownership of said real estate pursuant to a conversion from a general partnership as evidenced by Certificate filed in the aforementioned Clerk's Office January 31, 2003, as Instrument No. 03-00418.

Parcel Nos. 087030810

~~RECORDING REQUESTED~~ PREPARED BY:  
No. 83939

Matthew Greeson, Esq. VA Bar

~~AND~~ WHEN RECORDED MAIL TO:

Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001

## **RIGHT OF FIRST REFUSAL** **AGREEMENT**

**(~~[Project name]~~ Apartments Malone Place)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among ~~[OWNER ENTITY]~~ Malone Place Limited Partnership, a Virginia limited ~~liability company~~ partnership (the "Owner" or the "Company"), ~~[GRANTEE]~~ Bay Aging, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by ~~[MANAGING MEMBER ENTITY]~~, a ~~Virginia~~ Malone Place GP, LLC, an Ohio limited liability company (the "Managing Member"), ~~[INVESTOR ENTITY]~~, a [State Registered] limited liability company (the "**Investor Member**") and [Special Member] ] **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [State Registered] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] ~~Operating~~ Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of ~~an~~ [Number] a 76-unit apartment project for families

located in ~~[Jurisdiction]~~ Petersburg, Virginia and commonly known as "~~[Project name]~~ Apartments Malone Place" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.

- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

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

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the

Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].

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

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
  - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by

- the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
  - (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

#### Section 5. Contract and Closing

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

#### Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS**,”

latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a “Permitted Assignee”) at the election and direction of the Grantee or to any assignee that shall be a “qualified nonprofit organization” as defined in

Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any

rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

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

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

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

Section 9. Option to Purchase

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

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

## Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received

~~(i)~~ two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~[Grantee Contact Name]~~ ~~[Grantee Mailing Address]~~

~~;~~ ~~and Section 11. Severability of Provisions~~ Kathy E. Vesley, President &

CEO, 5306 Old Virginia Street PO Box 610, Urbanna, VA 23175.

## Section 11 Severability of Provisions

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

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

## Section 12. Binding Provisions

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

## Section 13. Counterparts

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

## Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding

the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

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

Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one

(21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running

with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

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

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth

of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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

**OWNER:**

~~{OWNER ENTITY}~~, a Malone Place Limited Partnership, a Virginia ~~limited liability company~~ partnership

By: Malone Place GP, LLC, an Ohio limited liability company, its general Partner

By: Woda Cooper Communities II, LLC, its Managing Member Entity, a ~~Virginia~~

~~limited liability company, its managing member~~ By: Managing Member of MM if

applicable

By: ~~Authorized Owner Signatory~~ \_\_\_\_\_, its Manager  
Jeffrey J. Woda

~~COMMONWEALTH OF VIRGINIA~~ State of

Ohio CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~E~~ Jeffrey J. Woda, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in ~~her~~ his capacity as ~~E~~ Manager of Woda Cooper Communities II, LLC, the managing member of ~~the [Managing Member Entity], which is the managing member of~~ {Owner Entity} and that by ~~her~~ Malone Place GP, LLC, the General Partner of Malone Place Limited Partnership and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

~~Right of First Refusal  
Agreement [Project  
name] Apartments  
Signature Page 1 of 4~~

**GRANTEE:**

[-] Bay Aging, a Virginia non-stock nonprofit corporation

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

Name: Kathy E. Vesley

Title: President & CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [-]

Kathy E. Vesley, personally

known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as [-] President & CEO of Bay Aging, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

~~Right of First Refusal  
Agreement [Project name]  
Apartments Signature  
Page 2 of 4~~

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

~~MANAGING MEMBER~~GENERAL PARTNER:

~~[MANAGING MEMBER ENTITY]~~, a Virginia Malone Place

GP, LLC, an Ohio limited liability company By: —

By: Woda Cooper Communities II, LLC >

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

Its: Jeffrey J. Woda, Manager

~~COMMONWEALTH~~STATE OF

~~VIRGINIA~~OHIO CITY/~~COUNTY~~ OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~\_\_\_\_\_~~ Jeffrey J. Woda, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~he executed the same in ~~her~~his capacity as ~~\_\_\_\_\_~~ the sole Manager of Woda Cooper Communities II, LLC, the managing member of ~~[Managing Member Entity]~~ Rosenwald Pointe GP, LLC, and that by ~~her~~his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

~~Right of First Refusal  
Agreement [Project  
name] Apartments  
Signature Page 3 of 4~~

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

**INVESTOR MEMBER:**

**[INVESTOR ENTITY]**, a [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] limited liability company

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

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

**SPECIAL MEMBER:**

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

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

~~Right of First Refusal  
Agreement [Project  
name] Apartments  
Signature Page 4 of 4~~

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

[insert legal]

<b>Summary report:</b> <b>Litera Compare for Word 11.7.0.54 Document comparison done on</b> <b>7/17/2024 11:52:35 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> nd://4870-4326-2125/1/Right of First Refusal Agreement 2024-FORM.docx	
<b>Modified filename:</b> Right of First Refusal Agreement 2024 (Malone Place) 4870-1015-1374.2.docx	
<b>Changes:</b>	
<u>Add</u>	60
<del>Delete</del>	56
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	116

**MALONE PLACE GP, LLC**  
(the “Company”)

Operating Agreement

July 3, 2024

**Managing Member:**

**Woda Cooper Communities II, LLC**  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

**Nonprofit Member:**

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

**Member:**

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

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

# MALONE PLACE GP, LLC

(An Ohio Limited Liability Company)  
Charter No. 5248785

## Operating Agreement

July 3, 2024

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

## STATEMENT OF AGREEMENT

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

1. **Name and Organization.** The Company was formed on June 24, 2024, by the filing of the Company’s Articles of Organization (the “Articles”) with the Ohio Secretary of State and the name of the Company is Malone Place GP, LLC.
2. **Character and Purpose of Business.** The purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act, as now in effect or hereafter amended, including but not limited to act as the general partner in a limited partnership and to sign any and all documents on behalf of the such limited partnership and to do all things necessary for such limited partnership to (a) submit an application for an allocation of low income housing tax credits (b) acquire, construct, own, finance, lease, maintain and operate a housing development; (c) to eventually sell or otherwise dispose of the housing development; (d) to rehabilitate the housing development; and (e) to engage in all other activities incidental or related thereto.

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

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

**Woda Cooper Communities II, LLC**  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

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

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

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

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

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

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

Managing Member	65%
Nonprofit Member	10%
Member	25%

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

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

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

12. **Tax Provisions.**

(a) **Allocations Required by Treasury Regulations.**

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

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

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

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

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

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

(b) Rules of Application.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Management of Company.** The Company shall be managed by the Managing Member, who shall exercise control over the affairs of the Company. The Managing Member shall be under a fiduciary duty to conduct and manage the affairs of the Company in a prudent, businesslike and lawful manner and shall devote such part of their time to the affairs of the Company as shall be deemed necessary and appropriate to pursue the business and carry out the purposes of the Company as contemplated in this Operating Agreement. The Managing Member shall use commercially reasonable efforts and exercise good faith in all activities related to the business of the Company.
14. **Partnership Representative.** For the purposes of Subchapter C of Chapter 63 of the Code, the Managing Member shall serve as the “Partnership Representative” of the Company and, as such, shall have all of the rights and obligations given to a Partnership Representative under said Subchapter.
15. **Limitation of Liability.** Each member’s liability for the debts and obligations of the Company shall be limited as set forth in the Act.

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

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

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

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

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

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

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

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

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

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

19. **Officers.** Intentionally left blank.
20. **Status.** For purposes of the U.S. Federal income tax and Ohio franchise and personal income tax, the Company is intended to be as an entity separate from its owner, pursuant to Treas. Reg. §301.7701-3(b) and O.R.C. §5733.01 (E), respectively.
21. **Dissolution.**
- (a) The Company shall be dissolved upon the occurrence of any of the following events:
- (i) the determination of the Managing Member to dissolve the Company;
  - (ii) the written agreement of the all of the Members to dissolve the Company; or
  - (iii) upon entry of a decree of judicial dissolution under the Act.
- (b) As soon as possible following the occurrence of any event causing the dissolution of the Company, if the Company is not continued, the Managing Member shall deliver a Certificate of Dissolution to the Ohio Secretary of State for filing that includes the name of the Company and the effective date of its dissolution.
22. **Effect of Events of Dissolution.** Upon an event of dissolution, the Company shall cease to carry on its business, except insofar as it may be necessary for the winding up of its business, but its separate existence shall continue until the activities set forth in §6.3 have been completed.
23. **Winding Up; Liquidation and Distribution of Assets.**
- (a) Upon dissolution of the Company, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managing Member shall immediately proceed to wind up the affairs of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MANAGING MEMBER:**

**Woda Cooper Communities II, LLC**


An Ohio limited liability company

By: 

Its: Managing Member

**NONPROFIT MEMBER:**

**Bay Aging Brennan Pointe GP, LLC**

By: 

Its: President & CEO

**MEMBER:**

  
Bruce Watts

**EXHIBIT C**

**DEVELOPER**

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

**OWNER**

Malone Place Limited Partnership  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into effective as of the 18<sup>th</sup> day of July, 2024, by and between Woda Cooper Development, Inc. (the “Developer”) and Malone Place Limited Partnership (the “Owner”).

### **WITNESSETH:**

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

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

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

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

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

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

2. Obligations of the Developer.

The Developer shall have the following duties:

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

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

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

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

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

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

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

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

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

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

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

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

The Developer shall be an independent contractor.

3. Development Fee.

In consideration of the performance by the Developer of the development services described herein, the Owner shall pay to the Developer a development fee and a development overhead fee (altogether, the "Development Fee") in the aggregate amount of Two Million Three Hundred Seventy-One Thousand Three Hundred Thirty-Six Dollars and no/100 (\$2,371,336.00)

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

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

- (a) Ten percent (10%) of the fee shall be earned based on certain pre-construction activities accomplished by December 31, 2025, as requested by the Owner.
- (b) Ten percent (10%) of the fee shall be earned based on the issuance of the last certificate of occupancy for the Project.

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

- (a) At the time of construction loan closing, an amount calculated at \$23,713.00, shall be paid to the Developer.
- (b) At the time of construction completion, an amount calculated at \$722,969.00, plus cost savings shall be paid to the Developer.
- (c) At the time of 100% qualified occupancy, an amount of \$428,062.00, plus cost savings shall be paid to the Developer.
- (d) At the time of issuance of the IRS Form 8609 for the Project, an amount of \$33,743.00, plus cost savings shall be paid to the Developer.
- (e) The deferred portion of the Developer Fee, currently projected as \$1,162,849.00, or such other remaining balance shall be payable to the Developer from the distributable cash flow from the Owner, but in no event later than the end of the calendar year in which the 15<sup>th</sup> anniversary of the issuance of the last certificate of occupancy for the Project occurs.

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

4. Termination of Duties and Responsibilities of Developer.

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

5. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

6. Notice.

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

7. Counterparts.

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

8. Responsibilities of the Owner.

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

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

[SIGNATURES CONTAINED ON NEXT PAGE]

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

**DEVELOPER:**

Woda Cooper Development, Inc.

By:   
David Cooper, Jr., President

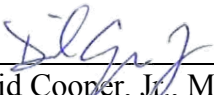
**OWNER:**

Malone Place Limited Partnership  
A Virginia limited partnership

By: Malone Place GP, LLC

An Ohio limited liability company  
Its General Partner

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

By:   
David Cooper, Jr., Manager

## **EXHIBIT A**

That certain piece of real estate located approximately at 230 Medical Park Boulevard, Petersburg, VA 23805.

## **EXHIBIT B**

The Project will consist of a 76-unit multifamily community. The definition of the Project will include the architectural and engineering plans as and when the same are completed and approved by the Owner.

**EXHIBIT C**

**DEVELOPER**

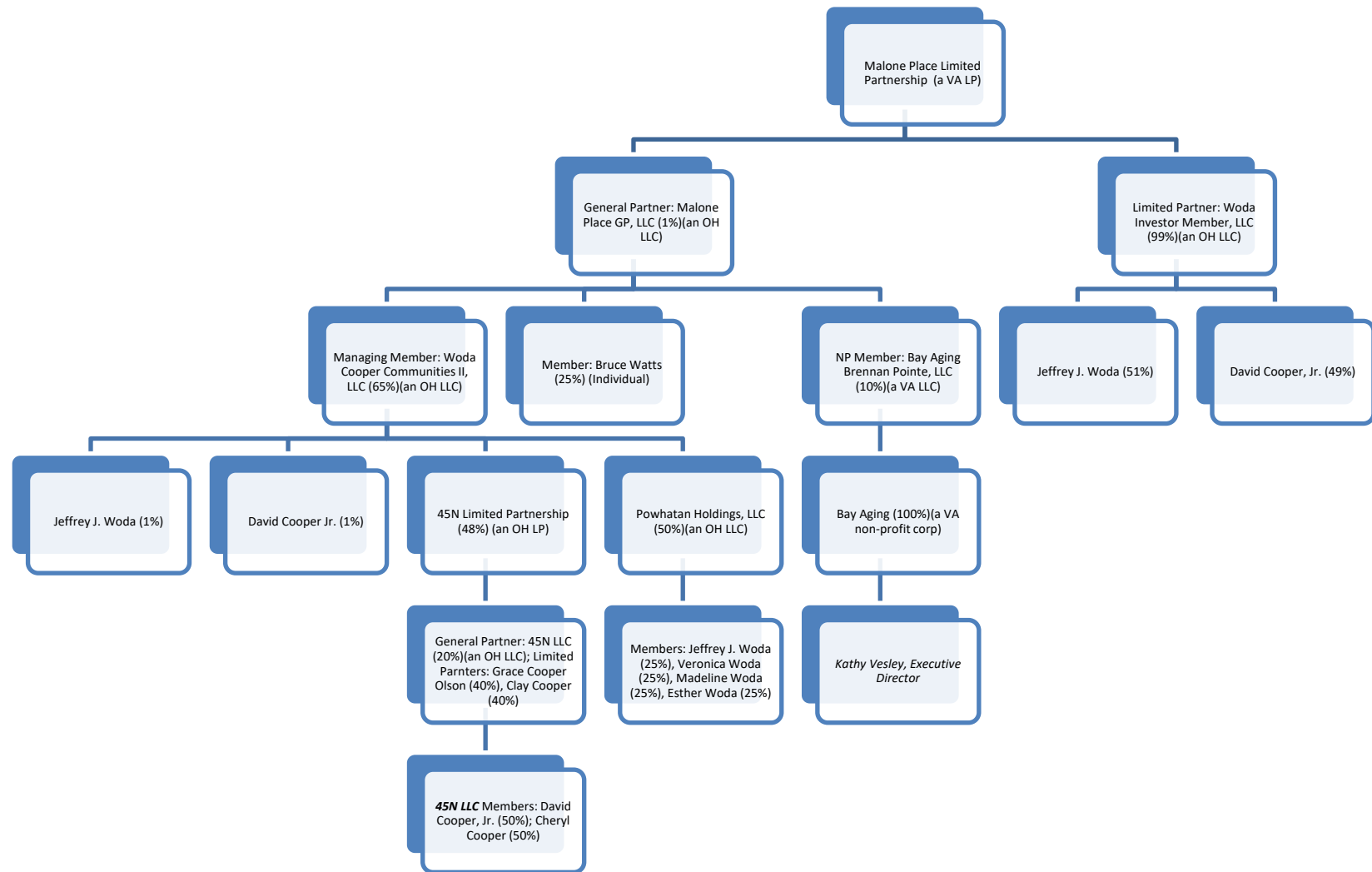
Woda Cooper Development, Inc.  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

**OWNER**

Malone Place Limited Partnership  
500 S. Front St., 10<sup>th</sup> Floor  
Columbus, OH 43215

## Malone Place Limited Partnership

### Organizational Structure



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, June 25, 2024

This is to certify that the certificate of limited partnership of

### **Malone Place Limited Partnership**

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

Effective date: June 25, 2024



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



## Previous Participation Certification & Schedule A Instructions

### Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Malone Place**

Name of Applicant (entity): **Malone Place Limited Partnership**

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

**Jeffrey J. Woda**

Printed Name

**6/25/24**

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



## Previous Participation Certification & Schedule A Instructions

### Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Malone Place**

Name of Applicant (entity): **Malone Place Limited Partnership**

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.

A handwritten signature in blue ink, appearing to read "S. L. G. J.", is written over the word "Signature".

Signature

Printed Name

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



## Previous Participation Certification

Development Name: **Malone Place**

Name of Applicant (entity): **Malone Place Limited Partnership**

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.

2024

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.
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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.



## Previous Participation Certification & Schedule A Instructions

### Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

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

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



Signature

Bruce Watts

Printed Name

6/25/2024

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



## Previous Participation Certification & Schedule A Instructions

### Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
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### Schedule A Instructions:

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If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Malone Place**

Name of Applicant (entity): **Malone Place Limited Partnership**

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.

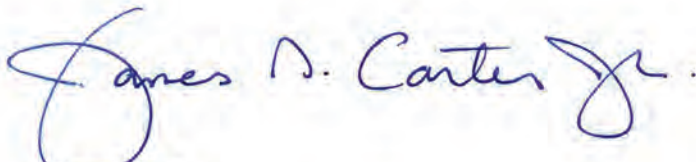
Accordingly, I **hereby certify the following:**

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.
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11. None of the Participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the Participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal 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.

A handwritten signature in blue ink that reads "James N. Carter Jr." with a stylized flourish at the end.

Signature

James N. Carter, Jr.

Printed Name

7/03/2024

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



## Previous Participation Certification & Schedule A Instructions

### Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

### Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
- For Principals organized as a limited liability company with more than 100 individual members, list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
- For Principals organized as a trust, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



## Previous Participation Certification

Development Name: **Malone Place**

Name of Applicant (entity): **Malone Place Limited Partnership**

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

Kathy E. Vesley

Printed Name



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: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
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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:

0 0

#DIV/0!

LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
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  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

0 0

#DIV/0!

LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: <u>Bay Aging Brennan Pointe, LLC</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <u>N</u>						Y or N	
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N)	Explain "Y"	
1 Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N		
2 Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N		
3 The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N		
4 Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N		
5 Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N		
6 Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N		
7 Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N		
8 Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	10/17/2019	5/12/2021	N		
9 Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	TBD	TBD	N		
10 Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	TBD	TBD	N		
11 Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	12/29/2021	1/25/2023	N		
12 Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N		
13 Bains Pointe/Portsmouth, VA	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N		
14 Rosenwald Pointe/Waynesboro, VA	Rosenwald Pointe limited Partnership (614-396-3200)	N	53	53	TBD	TBD	N		
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL: 722 722 LIHTC as % of  
 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

- 1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**•For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.  
•For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.  
•For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name:		Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y or N						
		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	Development Name/Location	Name of Ownership Entity and Phone Number						
	Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	
2	Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	
3	The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	
4	Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	
5	Village Green/Gloucester, Virginia		N	32	32	12/6/2016	7/19/2018	
6	Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	
7	Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	
8	Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	10/17/2019	5/12/2021	
9	Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	TBD	TBD	
10	Daffodil Gardens Phase Two/Gloucester, Virginia		N	40	40	TBD	TBD	
11	Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	12/29/2021	1/25/2023	
12	Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	
13	Bains Pointe/Portsmouth, VA	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	
14	Rosenwald Pointe/Waynesboro, VA	Rosenwald Pointe limited Partnership (614-396-3200)	N	53	53	TBD	TBD	
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL: 722 722

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place

Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Bains Pointe/Portsmouth, VA	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N
2	Rosenwald Pointe/Waynesboro, VA	Rosenwald Pointe limited Partnership (614-396-3200)	N	53	53	TBD	TBD	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE

TOTAL:

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103

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

David Cooper, Jr.

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

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823(s) (Y/N) Explain "Y"
Westridge Apartments/JL	Westridge Apartments Limited Partnership/614-396-3200	Y	24	24	8/30/2019	11/23/2020	N
Prospect Yard/OH	Prospect Yard LP/614-396-3200	Y	50	50	12/30/2019	7/17/2020	N
Audubon Crossing/OH	Audubon Crossing Limited Partnership/614-396-3200	Y	50	50	10/31/2018	9/5/2019	N
Clover Ridge/OH	Clover Ridge, LLC/614-396-3200	Y	24	24	2/5/2009	11/10/2009	N
Fairwood Commons/OH	Fairwood Commons Limited Partnership/614-396-3200	Y	54	54	10/31/2018	9/5/2019	N
1573 East Livingston/OH	1573 East Livingston Limited Partnership/614-396-3200	Y	45	45	6/29/2020	4/21/2021	N
Culloden Greene/WV	Culloden Greene Limited Partnership/614-396-3200	Y	40	40	9/25/2019	12/22/2020	N
Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N
Keyser Greene/WV	Keyser Greene Limited Partnership/614-396-3200	Y	38	38	12/17/2019	12/20/2021	N
North Avenue Gateway II/MD	North Avenue Gateway II Limited Partnership/614-396-3200	Y	65	65	7/11/2018	4/23/2019	N
Lincoln House/MI	Lincoln House LDHA Limited Partnership/614-396-3200	Y	28	28	3/28/2018	7/15/2019	N
Carnegie Greene at 37/WV	Carnegie Greene 37 LP/614-396-3200	Y	39	39	12/23/2021	10/26/2023	N
Harbor Meadows/NC	Harbor Meadows Limited Partnership/614-396-3200	Y	60	60	11/17/2021	3/29/2023	N
Center Crossing/NC	Center Crossing Limited Partnership/614-396-3200	Y	50	50	2/2/2022	3/17/2023	N
Muirwood Greene/WV	WC Muirwood Greene LP/614-396-3200	Y	50	50	11/23/2021	11/3/2022	N
43 Town Square/OH	43 Town Square Limited Partnership/614-396-3200	Y	47	47	12/3/2018	2/14/2020	N
LaBelle Greene III/WV	LaBelle Greene III Limited Partnership/614-396-3200	Y	40	40	10/9/2018	11/19/2019	N
Willow Commons/PA	Willow Commons Limited Partnership/614-396-3200	Y	45	45	2/2/2018	5/2/2020	N
Lawrence Downs/MI	Woda Lawrence Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
Oak Ridge/WI	WC Oak Ridge Limited Partnership/614-396-3200	Y	24	24	12/1/2020	8/9/2022	N
Ravenwood Crossing/NC	Ravenwood Crossing Limited Partnership/614-396-3200	Y	80	80	10/7/2019	8/6/2020	N
Muncy Greene/PA	Muncy Greene Limited Partnership/614-396-3200	Y	60	60	12/1/2019	10/4/2022	N
LaBelle Greene II/WV	LaBelle Greene II Limited Partnership/614-396-3200	Y	40	40	12/1/2020	11/8/2021	N
Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	N
Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	N
Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	N
Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	N
Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	N
Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	N
Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	N
Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	N
Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	N
Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	N
Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	N
Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	N
Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	N
Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	N
Penn Square/MD	Penn North Partners LLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	N
Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	N
Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	N

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

1st PAGE  
TOTAL:

1,806 1,802

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	N
47	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	N
48	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	N
49	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	N
50	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	N
51	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	N
52	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	N
53	Hattie Greene/OH	Hattie Greene LP/614-396-3200	Y	27	27	6/9/2011	5/1/2012	N
54	Frontier Run/OH	Frontier Run, LLC/614-396-3200	Y	16	16	8/4/2010	9/7/2011	N
55	Jeremy Park/OH	Jeremy Park, LLC/614-396-3200	Y	36	36	9/1/2010	8/31/2011	N
56	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	N
57	Moccasin Run/OH	Moccasin Run, LLC/614-396-3200	Y	36	36	11/4/2010	9/7/2011	N
58	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Y	24	24	8/12/2010	8/30/2011	N
59	Ursula Park/OH	Ursula Park, LLC/614-396-3200	Y	36	36	10/20/2010	9/7/2011	N
60	Mason Greene/KY	Mason Greene LP/614-396-3200	Y	68	68	6/6/2011	11/16/2011	N
61	Drake Crossing/PA	Drake Crossing LP/614-396-3200	Y	30	30	10/3/2011	9/6/2012	N
62	Woda Pinecrest Greene/SC	Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	N
63	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Y	32	32	11/30/2010	6/8/2012	N
64	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	N
65	Belle Prairie/OH	Belle Prairie LP/614-396-3200	Y	40	40	8/13/2012	1/15/2013	N
66	Sterling Greene/TN	Sterling Greene LP/614-396-3200	Y	48	48	7/23/2012	12/21/2012	N
67	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	N
68	City View Place/VA	City View Place LP/614-396-3200	Y	32	32	10/17/2012	5/28/2013	N
69	Quaker Meadow/PA	Quaker Meadow, LLC/614-396-3200	Y	40	40	9/30/2011	5/9/2012	N
70	Windjammer Greene/MI	Windjammer Greene LDHA LP/614-396-3200	Y	24	24	12/5/2012	11/18/2013	N
71	Wood Creek/MI	Wood Creek LDHA LP/614-396-3200	Y	32	32	12/28/2012	11/18/2013	N
72	Koehler Crossing/MI	Koehler Crossing LDHA LP/614-396-3200	Y	28	28	6/25/2012	3/29/2013	N
73	Livingston Greene/MI	Livingston Greene LDHA LP/614-396-3200	Y	32	32	8/21/2012	6/6/2013	N
74	Oak Hollow/SC	Woda Oak Hollow LP/614-396-3200	Y	44	44	5/25/2012	2/8/2013	N
75	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/26/2013	N
76	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Y	38	38	11/30/2012	4/10/2013	N
77	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-3200	Y	32	32	3/4/2013	6/28/2013	N
78	Chestnut Greene/KY	Chestnut Greene LP/614-396-3200	Y	24	24	1/31/2013	6/19/2013	N
79	Pennington Crossing/TN	Pennington Crossing LP/614-396-3200	Y	48	48	12/10/2013	12/31/2013	N
80	Xena Place/OH	Xena Place LP/614-396-3200	Y	40	40	12/13/2012	6/3/2013	N
81	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	N
82	Crawford Place/OH	Crawford Place LP/614-396-3200	Y	30	30	1/1/2013	6/3/2013	N
83	Clough Commons/OH	Clough Commons LP/614-396-3200	Y	46	46	11/21/2012	6/3/2013	N
84	Schoenbrunn Greene/OH	Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	N
85	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Y	44	44	12/31/2013	9/10/2014	N
86	Healty Crossing/OH	Healty Crossing LP/614-396-3200	Y	32	32	12/31/2013	10/23/2014	N
87	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/14/2013	N
88	Glen Abbey Crossing/KY	Glen Abbey Crossing LP/614-396-3200	Y	24	24	7/31/2013	1/16/2014	N
89	Saluda Commons/SC	Edgefield Greene LP/614-396-3200	Y	40	40	5/13/2014	11/20/2014	N
90	Washington School/OH	Washington School LP/614-396-3200	Y	42	42	8/31/2014	9/22/2015	N
91	Jacob's Crossing/OH	Jacob's Crossing LP/614-396-3200	Y	42	42	12/1/2013	4/9/2014	N
92	Alston Park/OH	Alston Park LP/614-396-3200	Y	39	39	9/30/2013	12/2/2015	N
93	Chelsea Greene/WV	Chelsea Greene LP/614-396-3200	Y	32	32	9/23/2013	5/19/2015	N
94	Oak Valley Gardens/WV	Oak Valley Gardens LP/614-396-3200	Y	28	28	12/29/2014	5/19/2015	N
95	New Forge Crossing/PA	New Forge Crossing LP/614-396-3200	Y	60	60	6/26/2014	10/28/2015	N
96	Meyers Greene/PA	Meyers Greene LP/614-396-3200	Y	52	52	1/13/2014	3/30/2014	N
97	Lloyd House/MI	Lloyd House LDHA LP/614-396-3200	Y	44	44	12/26/2013	9/15/2015	N
98	Barton Greene/TN	Barton Greene LP/614-396-3200	Y	50	50	12/30/2013	6/3/2014	N
99	Dutch Ridge/WV	Dutch Ridge LP/614-396-3200	Y	24	24	6/30/2013	12/11/2013	N
100	Ameman Place/PA	Ameman Place LP/614-396-3200	Y	50	50	12/31/2013	4/10/2015	N

2nd PAGE TOTAL:

2,273

2,273

GRAND TOTAL:

4,079

4,075

LIHTC as % of  
100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
101	Columbus School/MD	Columbus School LP/614-396-3200	Y	49	49	6/20/2014	11/16/2015	N
102	Hilton-North Avenue/MD	Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	N
103	Prescott Greene/IN	Prescott Greene LP/614-396-3200	Y	32	32	5/29/2013	6/17/2014	N
104	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Y	46	46	11/21/2013	9/24/2014	N
105	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Y	40	40	4/23/2013	11/18/2013	N
106	Charlers Cove/MI	Charlers Cove LP/614-396-3200	Y	24	24	8/30/2012	11/18/2013	N
107	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
108	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
109	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
110	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
111	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
112	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
113	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
114	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
115	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
116	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
117	The Banks at Berkley/VA	The Banks at Berkley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
118	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
119	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
120	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
121	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
122	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
123	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
124	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
125	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
126	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
127	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
128	Willoughbeach Terrace/OH	Willoughbeach Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
129	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
130	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	N
131	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
132	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
133	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
134	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
135	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
136	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
137	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
138	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
139	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
140	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	11/21/2019	5/12/2021	N
141	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
142	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
143	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
144	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
145	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
146	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
147	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
148	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
149	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
150	Parish Greene/SC	Parish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
151	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
152	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
153	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
154	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	1/31/2022	1/25/2023	N
155	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N

2nd PAGE TOTAL: 2,487 2,487

GRAND TOTAL: 6,566 6,562

LIHTC as % of  
100% Total Unit

## Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	White Oak Crossing/IN	White Oak Crossing LP/614-396-3200	Y	60	60	12/28/2018	11/26/2019	N
157	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
158	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
159	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
160	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	68	68	12/29/2017	11/7/2019	N
161	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N
162	Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	N
163	Mallaleu Pointe/GA	Mallaleu Pointe LP/614-396-3200	Y	67	67	3/30/2018	3/7/2019	N
164	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
165	WC Lowcountry Crossing/SC	WC Lowcountry Crossing Limited Partnership/614-396-3200	Y	34	34	12/1/2020	5/21/2021	N
166	Decatur Downs/MI	Woda Decatur Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
167	Rivergate Greene/NC	Rivergate Greene Limited Partnership/614-396-3200	Y	72	72	12/1/2020	12/1/2021	N
168	Old Firetower Place/NC	Old Firetower Place Limited Partnership/614-396-3200	Y	60	60	12/1/2020	1/12/2022	N
169	The Hamilton/MI	The Hamilton LDHA Limited Partnership/614-396-3200	Y	42	42	12/1/2020	9/14/2022	N
170	Osborn Commons/MI	Osborn Commons LDHA LP/614-396-3200	Y	65	65	12/1/2020	9/7/2023	N
171	Blue Ridge Landing/IN	Blue Ridge Landing LP/614-396-3200	Y	48	48	12/1/2020	2/22/2022	N
172	Stevenson Square/IN	Stevenson Square LP/614-396-3200	Y	24	24	12/1/2020	2/23/2022	N
173	Wheatland Crossing II/OH	Wheatland Crossing II LP/614-396-3200	Y	64	64	12/1/2020	10/6/2021	N
174	Barley Square/PA	Barley Square Limited Partnership/614-396-3200	Y	57	57	12/1/2020	11/13/2023	N
175	Stone Ridge Commons/PA	Woda Stone Ridge Limited Partnership/614-396-3200	Y	34	34	12/1/2020	4/29/2024	N
176	Woda Maple Leaf/WI	WC Maple Leaf Townhomes, LP/614-396-3200	Y	20	20	12/1/2019	12/22/2021	N
177	Maple Hill Apartments/MI	Maple Hill LDHA Limited Partnership/614-396-3200	Y	24	24	12/1/2020	7/26/2022	N
178	Edinburgh Commons/IN	Edinburgh Commons LP/614-396-3200	Y	24	24	12/1/2020	2/8/2022	N
179	Kirkman Terrace/KY	Kirkman Terrace Limited Partnership/614-396-3200	Y	45	45	12/1/2020	12/21/2021	N
180	Seven45 Stacking/MI	Seven45 Stacking LDHA LP/614-396-3200	Y	50	50	12/1/2020	8/11/2022	N
181	Pomeroy Colonial Park/OH	Pomeroy Colonial Park Limited Partnership/614-396-3200	Y	48	48	12/1/2020	6/2/2021	N
182	Towne Creek Crossing/KY	Towne Creek Crossing Limited Partnership/614-396-3200	Y	44	44	9/6/2019	6/3/2020	N
183	Blackhawk Commons/IN	Blackhawk Commons Limited Partnership/614-396-3200	Y	40	40	12/27/2019	7/19/2021	N
184	123 Club/SC	123 Club Limited Partnership/614-396-3200	Y	40	40	7/31/2019	2/27/2020	N
185	Douglas Greene/IN	Douglas Greene Limited Partnership/614-396-3200	Y	80	80	12/1/2019	2/19/2021	N
186	Tate Commons/NC	Tate Commons Limited Partnership/614-396-3200	Y	68	68	12/1/2019	2/4/2022	N
187	Rooney Ridge/NC	Rooney Ridge Limited Partnership/614-396-3200	Y	50	50	10/30/2019	9/24/2020	N
188	Breas Crossing II/KY	Breas Crossing II Limited Partnership/614-396-3200	Y	37	37	4/7/2021	1/25/2023	N
189	Atcheson Place Lofts/OH	Atcheson Place Lofts Limited Partnership/614-396-3200	Y	80	80	12/15/2021	6/22/2022	N
190	Montgomery Crossing/OH	Montgomery Crossing Limited Partnership/614-396-3200	Y	50	50	7/21/2021	6/15/2022	N
191	Jenkins Street Lofts/OH	Jenkins Street Lofts Limited Partnership/614-396-3200	Y	60	60	1/31/2022	11/18/2022	N
192	Wendler Commons/OH	Wendler Commons Limited Partnership/614-396-3200	Y	62	62	3/17/2022	12/7/2022	N
193	Anderson Greene/IA	Anderson Greene Limited Partnership/614-396-3200	Y	44	39	11/25/2020	6/9/2021	N
194	Adair Court/GA	Adair Court Limited Partnership/614-396-3200	Y	91	77	12/23/2019	1/15/2021	N
195	Woda Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N
196	LaBelle Greene II/WV	LaBelle Greene II LP/614-396-3200	Y	40	40	4/30/2020	11/10/2021	N
197	McCormick Crossing/WV	McCormick Crossing LP/614-396-3200	Y	48	48	9/29/2020	10/18/2023	N
198	Robinson Overlook/MD	Robinson Overlook LP/614-396-3200	Y	48	48	11/29/2019	9/5/2023	N
199	Kershaw Greene	Kershaw Green LP/614-396-3200	Y	51	51	5/24/2023	11/21/2023	N
200	Kellinger Greene/PA	Kellinger Greene LP/61-396-3200	Y	56	56	10/15/2021	10/2/2023	N
201	Tyler Park/OH	Tyler Park LP/614-396-3200	Y	56	56	10/6/2023	4/29/2024	N
202	Lockbourne Greene/OH	Lockbourne Greene LP/614-396-3200	Y	60	60	8/31/2023	12/22/2023	N
203	WC Oak Ridge/WI	WC Oak Ridge LP/614-396-3200	Y	24	24	10/31/2020	8/12/2022	N
204	Anderson Greene II/IA	Anderson Greene II Limited Partnership/614-396-3200	Y	48	48	11/24/2020	6/17/2021	N
205	43 Town Square/OH	43 Town Square LP/614-396-3200	Y	47	47	12/28/2018	2/14/2020	N
206	Sparrow Ridge/KY	Sparrow Ridge LP/614-396-3200	Y	96	96	7/6/2022	2/15/2023	N
207	Williams Terrace/IA	Williams Terrace LP/614-396-3200	Y	50	50	12/27/2022	9/1/2023	N
208	Landon Greene/NC	Landon Greene LP/614-396-3200	Y	60	60	4/28/2023	11/13/2023	N
209	Woodward Way/MI	Woodward Way LDHA LP/614-396-3200	Y	49	49	5/30/2023	TBD	N
210	Carnegie Greene 39/WV	Carnegie Greene 39 LP/614-396-3200	Y	39	39	3/31/2023	TBD	N

2nd PAGE TOTAL: 2,759 2,740

GRAND TOTAL: 9,325 9,302

LIRC as % of  
100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
211	LaBelle Greene IV/WV	LaBelle Greene IV LP/614-396-3200	Y	38	38	1/19/2023	TBD	N
212	Stockton Greene/WV	Stockton Greene LP/614-396-3200	Y	43	43	5/31/2023	TBD	N
213	WC Joseph's Crossing/WV	WC Joseph's Crossing LP/614-396-3200	Y	42	42	8/30/2023	TBD	N
214	Five Points Crossing/NC	Five Points Crossing LP/614-396-3200	Y	50	50	2/19/2024	TBD	N
215	Johnston Crossing II/IA	Johnston Crossing LP/614-396-3200	Y	50	50	11/20/2023	TBD	N
216	McKinley Manor/OH	CMHA McKinley Manor, LLC/614-396-3200	Y	44	44	11/15/2023	TBD	N
217	Northlake Center Apartments/NC	Northlake Center Apartments Limited Partnership/614-396-3200	Y	78	78	12/31/2022	TBD	N
218	Ruth Park/MI	Ruth Park LDHA Limited Partnership/614-396-3200	Y	58	58	4/1/2023	TBD	N
219	Woodbury Crossing/TN	WC Woodbury Crossing Limited Partnership/614-396-3200	Y	80	80	12/1/2022	4/3/2024	N
220	Rosenwald Pointe/Waynesboro, VA	Rosenwald Pointe limited Partnership (614-396-3200)	Y	53	53	TBD	TBD	N
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2nd PAGE TOTAL: 536 536  
 GRAND TOTAL: 9,861 9,838

100% LIHTC as % of Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: <u>James Carter, Jr.</u>		Controlling GP (CGP) or "Named" Managing Member of Proposed property? <u>N</u>						Y or N	
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or "Named" Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"		
1 Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N		
2 Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N		
3 The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N		
4 Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N		
5 Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N		
6 Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N		
7 Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N		
8 Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	10/17/2019	5/12/2021	N		
9 Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	12/5/2022	TBD	N		
10 Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	12/26/2022	TBD	N		
11 Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	12/29/2021	1/25/2023	N		
12 Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N		
13 Bains Pointe/Portsmouth, VA	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N		
14 Rosenwald Pointe/Waynesboro, VA	Rosenwald Pointe Limited Partnership (614-396-3200)	N	53	53	TBD	TBD	N		
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

722

722

LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Jeffrey J. Woda		Controlling GP (CGP) or 'Named' Managing Member of Proposed property?		Y or N					
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's (Y/N)	Explain "Y"	
Westridge Apartments/JL	Westridge Apartments Limited Partnership/614-396-3200	Y	24	24	8/30/2019	11/23/2020	N		
Prospect Yard/OH	Prospect Yard LP/614-396-3200	Y	50	50	12/30/2019	7/17/2020	N		
Audubon Crossing/OH	Audubon Crossing Limited Partnership/614-396-3200	Y	50	50	10/31/2018	9/5/2019	N		
Clover Ridge/OH	Clover Ridge, LLC/614-396-3200	Y	24	24	2/5/2009	11/10/2009	N		
Fairwood Commons/OH	Fairwood Commons Limited Partnership/614-396-3200	Y	54	54	10/31/2018	9/5/2019	N		
1573 East Livingston/OH	1573 East Livingston Limited Partnership/614-396-3200	Y	45	45	6/29/2020	4/21/2021	N		
Culloden Greene/WV	Culloden Greene Limited Partnership/614-396-3200	Y	40	40	9/25/2019	12/22/2020	N		
Milan Village/MI	Woda Milan Village LDHA LP/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N		
Keyser Greene/WV	Keyser Greene Limited Partnership/614-396-3200	Y	38	38	12/17/2019	12/20/2021	N		
North Avenue Gateway II/MD	North Avenue Gateway II Limited Partnership/614-396-3200	Y	65	65	7/11/2018	4/23/2019	N		
Lincoln House/MI	Lincoln House LDHA Limited Partnership/614-396-3200	Y	28	28	3/28/2018	7/15/2019	N		
Carnegie Greene at 37/WV	Carnegie Greene 37 LP/614-396-3200	Y	39	39	12/23/2021	10/26/2023	N		
Harbor Meadows/NC	Harbor Meadows Limited Partnership/614-396-3200	Y	60	60	11/17/2021	3/29/2023	N		
Center Crossing/NC	Center Crossing Limited Partnership/614-396-3200	Y	50	50	2/2/2022	3/17/2023	N		
Muirwood Greene/WV	WC Muirwood Greene LP/614-396-3200	Y	50	50	11/23/2021	11/3/2022	N		
43 Town Square/OH	43 Town Square Limited Partnership/614-396-3200	Y	47	47	12/3/2018	2/14/2020	N		
LaBelle Greene III/WV	LaBelle Greene III Limited Partnership/614-396-3200	Y	40	40	10/9/2018	11/19/2019	N		
Willow Commons/PA	Willow Commons Limited Partnership/614-396-3200	Y	45	45	2/2/2018	5/2/2020	N		
Lawrence Downs/MI	Woda Lawrence Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N		
Oak Ridge/WI	WC Oak Ridge Limited Partnership/614-396-3200	Y	24	24	12/1/2020	8/9/2022	N		
Ravenwood Crossing/NC	Ravenwood Crossing Limited Partnership/614-396-3200	Y	80	80	10/7/2019	8/6/2020	N		
Muncy Greene/PA	Muncy Greene Limited Partnership/614-396-3200	Y	60	60	12/1/2019	10/4/2022	N		
LaBelle Greene II/WV	LaBelle Greene II Limited Partnership/614-396-3200	Y	40	40	12/1/2020	11/8/2021	N		
Ardmore Crossing/OH	Ardmore Crossing, LLC/614-396-3200	Y	50	50	10/9/2009	8/17/2010	N		
Connolly Park/PA	Connolly Park, LLC/614-396-3200	Y	32	32	10/7/2010	6/11/2010	N		
Fairway Crossing/OH	Fairway Crossing LP/614-396-3200	Y	36	36	11/27/2009	2/4/2011	N		
Forest Edge/OH	Forest Edge, LLC/614-396-3200	Y	36	36	7/29/2009	8/16/2010	N		
Orchard Glen/OH	Orchard Glen, LLC/614-396-3200	Y	32	32	9/30/2009	9/23/2010	N		
Sycamore House/MI	Sycamore House LDHA LP/614-396-3200	Y	40	36	12/22/2009	12/13/2011	N		
Madison Grove/PA	Madison Grove, LLC/614-396-3200	Y	50	50	7/24/2010	3/25/2011	N		
Sky Meadows/OH	Sky Meadows, LLC/614-396-3200	Y	40	40	10/26/2009	9/9/2010	N		
Woda Old Hickory/OH	Woda Old Hickory LP/614-396-3200	Y	36	36	11/16/2010	3/7/2012	N		
Honeybrook Greene/OH	Honeybrook Greene LP/614-396-3200	Y	40	40	11/19/2010	3/25/2011	N		
Preston's Crossing/OH	Preston's Crossing LP/614-396-3200	Y	24	24	12/27/2010	5/12/2011	N		
Lightner Greene/PA	Lightner Greene, LLC/614-396-3200	Y	50	50	12/17/2010	8/10/2011	N		
Raystown Crossing/PA	Raystown Crossing LP/614-396-3200	Y	50	50	12/29/2010	8/11/2011	N		
Cumberland Meadows/MD	Cumberland Meadows LP/614-396-3200	Y	64	64	9/20/2011	10/4/2012	N		
Penn Square/MD	Penn North Partners LLP/614-396-3200	Y	79	79	3/14/2011	7/24/2012	N		
Braddock's Greene/MD	Braddock's Greene, LLC/614-396-3200	Y	50	50	12/31/2010	3/21/2012	N		
Brentwood Greene/IN	Brentwood Greene, LLC/614-396-3200	Y	60	60	9/16/2010	8/29/2011	N		

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

1st PAGE  
TOTAL: 1,806 1,802  
LIHTC as % of  
100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Crowfield Greene/SC	Crowfield Greene LP/614-396-3200	Y	42	42	12/29/2010	2/24/2011	N
47	Jenny Greene/SC	Jenny Greene LP/614-396-3200	Y	50	50	12/13/2010	2/24/2011	N
48	Patterson Crossing/MI	Patterson Crossing LDHA LP/614-396-3200	Y	56	56	9/30/2010	8/9/2012	N
49	Monarch Greene/OH	Monarch Greene LP/614-396-3200	Y	44	44	12/20/2011	5/1/2012	N
50	Richwood Greene/OH	Richwood Greene LP/614-396-3200	Y	42	42	12/30/2011	12/19/2012	N
51	Wayne Crossing/OH	Wayne Crossing LP/614-396-3200	Y	48	48	10/24/2011	3/23/2012	N
52	Pheasant Ridge/OH	Pheasant Ridge LP/614-396-3200	Y	24	24	11/10/2011	4/13/2012	N
53	Hattie Greene/OH	Hattie Greene LP/614-396-3200	Y	27	27	6/9/2011	5/1/2012	N
54	Frontier Run/OH	Frontier Run, LLC/614-396-3200	Y	16	16	8/4/2010	9/7/2011	N
55	Jeremy Park/OH	Jeremy Park, LLC/614-396-3200	Y	36	36	9/1/2010	8/31/2011	N
56	Joshua Landings/OH	Joshua Landings, LLC/614-396-3200	Y	40	40	11/1/2010	8/31/2011	N
57	Moccasin Run/OH	Moccasin Run, LLC/614-396-3200	Y	36	36	11/4/2010	9/7/2011	N
58	Mallory Meadows/OH	Mallory Meadows, LLC/614-396-3200	Y	24	24	8/12/2010	8/30/2011	N
59	Ursula Park/OH	Ursula Park, LLC/614-396-3200	Y	36	36	10/20/2010	9/7/2011	N
60	Mason Greene/KY	Mason Greene LP/614-396-3200	Y	68	68	6/6/2011	11/16/2011	N
61	Drake Crossing/PA	Drake Crossing LP/614-396-3200	Y	30	30	10/3/2011	9/6/2012	N
62	Woda Pinecrest Greene/SC	Woda Pinecrest Greene LP/614-396-3200	Y	44	44	3/25/2011	6/30/2011	N
63	McCalla Greene/MI	McCalla Greene, LLC/614-396-3200	Y	32	32	11/30/2010	6/8/2012	N
64	Sustainable Fellwood II/GA	Sustainable Fellwood II LP/614-396-3200	Y	110	110	12/23/2011	8/17/2012	N
65	Belle Prairie/OH	Belle Prairie LP/614-396-3200	Y	40	40	8/13/2012	1/15/2013	N
66	Sterling Greene/TN	Sterling Greene LP/614-396-3200	Y	48	48	7/23/2012	12/21/2012	N
67	Sustainable Fellwood III/GA	Sustainable Fellwood III LP/614-396-3200	Y	100	100	12/27/2011	11/15/2012	N
68	City View Place/VA	City View Place LP/614-396-3200	Y	32	32	10/17/2012	5/28/2013	N
69	Quaker Meadow/PA	Quaker Meadow, LLC/614-396-3200	Y	40	40	9/30/2011	5/9/2012	N
70	Windjammer Greene/MI	Windjammer Greene LDHA LP/614-396-3200	Y	24	24	12/5/2012	11/18/2013	N
71	Wood Creek/MI	Wood Creek LDHA LP/614-396-3200	Y	32	32	12/28/2012	11/18/2013	N
72	Koehler Crossing/MI	Koehler Crossing LDHA LP/614-396-3200	Y	28	28	6/25/2012	3/29/2013	N
73	Livingston Greene/MI	Livingston Greene LDHA LP/614-396-3200	Y	32	32	8/21/2012	6/6/2013	N
74	Oak Hollow/SC	Woda Oak Hollow LP/614-396-3200	Y	44	44	5/25/2012	2/6/2013	N
75	Anderson Crossing/IN	Anderson Crossing LP/614-396-3200	Y	92	92	11/13/2012	7/24/2013	N
76	Woda Autumn Run/OH	Woda Autumn Run LP/614-396-3200	Y	38	38	11/30/2012	4/10/2013	N
77	Woda Raceland Meadows/KY	Woda Raceland Meadows LP/614-396-3200	Y	32	32	3/4/2013	6/28/2013	N
78	Chestnut Greene/KY	Chestnut Greene LP/614-396-3200	Y	24	24	1/31/2013	6/19/2013	N
79	Pennington Crossing/TN	Pennington Crossing LP/614-396-3200	Y	48	48	12/10/2013	12/31/2013	N
80	Xena Place/OH	Xena Place LP/614-396-3200	Y	40	40	12/13/2012	6/3/2013	N
81	Junction City Associates/OH	Junction City Associates LP/614-396-3200	Y	24	24	1/1/2013	6/3/2013	N
82	Crawford Place/OH	Crawford Place LP/614-396-3200	Y	30	30	1/1/2013	6/3/2013	N
83	Clough Commons/OH	Clough Commons LP/614-396-3200	Y	46	46	11/21/2012	6/3/2013	N
84	Schoenbrunn Greene/OH	Schoenbrunn Greene LP/614-396-3200	Y	40	40	6/1/2013	1/15/2014	N
85	Hayden Senior Housing/OH	Hayden Senior Housing LP/614-396-3200	Y	44	44	12/31/2013	9/10/2014	N
86	Heatty Crossing/OH	Heatty Crossing LP/614-396-3200	Y	32	32	12/31/2013	10/23/2014	N
87	The Lofts at Court and Main/OH	The Lofts at Court and Main LP/614-396-3200	Y	31	31	3/22/2013	7/16/2013	N
88	Glen Abbey Crossing/KY	Glen Abbey Crossing LP/614-396-3200	Y	24	24	7/31/2013	1/16/2014	N
89	Saluda Commons/SC	Edgefield Greene LP/614-396-3200	Y	40	40	5/13/2014	11/20/2014	N
90	Washington School/OH	Washington School LP/614-396-3200	Y	42	42	8/31/2014	9/22/2015	N
91	Jacob's Crossing/OH	Jacob's Crossing LP/614-396-3200	Y	42	42	12/1/2013	4/9/2014	N
92	Alston Park/OH	Alston Park LP/614-396-3200	Y	39	39	9/30/2013	12/2/2015	N
93	Chelsea Greene/WV	Chelsea Greene LP/614-396-3200	Y	32	32	9/23/2013	5/19/2015	N
94	Oak Valley Gardens/WV	Oak Valley Gardens LP/614-396-3200	Y	28	28	12/29/2014	5/19/2015	N
95	New Forge Crossing/PA	New Forge Crossing LP/614-396-3200	Y	60	60	6/26/2014	10/28/2015	N
96	Meyers Greene/PA	Meyers Greene LP/614-396-3200	Y	52	52	1/13/2014	3/30/2014	N
97	Lloyd House/MI	Lloyd House LDHA LP/614-396-3200	Y	44	44	12/26/2013	9/15/2015	N
98	Barton Greene/TN	Barton Greene LP/614-396-3200	Y	50	50	12/30/2013	6/3/2014	N
99	Dutch Ridge/WV	Dutch Ridge LP/614-396-3200	Y	24	24	6/30/2013	12/11/2013	N
100	Ameman Place/PA	Ameman Place LP/614-396-3200	Y	50	50	12/31/2013	4/10/2015	N

2nd PAGE TOTAL: 2,273 2,273

GRAND TOTAL: 4,079 4,075

LIHTC as % of  
100% Total Unit

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
101	Columbus School/MD	Columbus School LP/614-396-3200	Y	49	49	6/20/2014	11/16/2015	N
102	Hilton-North Avenue/MD	Hilton-North Avenue LP/614-396-3200	Y	63	63	9/19/2013	7/21/2015	N
103	Prescott Greene/IN	Prescott Greene LP/614-396-3200	Y	32	32	5/29/2013	6/17/2014	N
104	Manistee Place/MI	Manistee Place LDHA LP/614-396-3200	Y	46	46	11/21/2013	9/24/2014	N
105	Bridgeview Greene/MI	Bridgeview Greene LDHA LP/614-396-3200	Y	40	40	4/23/2013	11/18/2013	N
106	Charters Cove/MI	Charters Cove LP/614-396-3200	Y	24	24	8/30/2012	11/18/2013	N
107	Cheboygan Shores/MI	Cheboygan Shores LDHA LP/614-396-3200	Y	24	24	4/23/2012	11/18/2013	N
108	Crooked River/MI	Crooked River LDHA LP/614-396-3200	Y	16	16	10/31/2012	1/9/2014	N
109	Olde Mill/MI	Olde Mill LDHA LP/614-396-3200	Y	24	24	9/25/2012	1/9/2014	N
110	Harmony Greene/GA	Harmony Greene LP/614-396-3200	Y	50	50	10/11/2012	5/6/2013	N
111	Liberty Pointe/VA	Liberty Pointe LP/614-396-3200	Y	48	48	12/18/2015	5/31/2016	N
112	Bailey Court/VA	Bailey Court LP/614-396-3200	Y	32	32	12/27/2016	4/12/2018	N
113	Brennan Pointe/VA	Brennan Pointe LP/614-396-3200	Y	44	44	12/31/2016	12/20/2017	N
114	The Banks at Berkeley/VA	The Banks at Berkeley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
115	Woda Bell Diamond Manor /VA	Woda Bell Diamond Manor, LLC/614-396-3200	Y	128	128	12/27/2017	7/29/2019	N
116	Brennan Pointe II/VA	Brennan Pointe II LP/614-396-3200	Y	43	43	10/31/2018	6/21/2019	N
117	The Banks at Berkeley/VA	The Banks at Berkeley LP/614-396-3200	Y	50	50	12/31/2016	2/8/2018	N
118	Seaborn Greene/SC	Seaborn Greene LP/614-396-3200	Y	40	40	6/26/2015	12/7/2015	N
119	Butler Crossing/SC	Butler Crossing LP/614-396-3200	Y	40	40	3/31/2016	11/17/2016	N
120	Majors Crossing/OH	Majors Crossing LP/614-396-3200	Y	40	40	11/23/2015	6/29/2016	N
121	Northside Drive Apartments/TN	Northside Drive Apartments LP/614-396-3200	Y	40	40	9/18/2015	12/21/2015	N
122	Capital Greene/WV	Capital Greene LP/614-396-3200	Y	40	40	10/30/2015	12/21/2016	N
123	Tooley Place/NC	Tooley Place, LLC/614-396-3200	Y	36	36	9/11/2015	6/2/2016	N
124	Viewmont Square Court/NC	Viewmont Square Court, LLC/614-396-3200	Y	50	50	12/30/2015	5/13/2016	N
125	Brookside Commons/MI	Brookside Commons LDHA LP/614-396-3200	Y	72	72	12/8/2015	8/29/2016	N
126	Woda Boardman Lake/MI	Woda Boardman Lake LDHA LP/614-396-3200	Y	112	112	12/30/2013	9/13/2016	N
127	Greensburg Manor/OH	Greensburg Manor LP/614-396-3200	Y	50	50	10/27/2016	6/14/2017	N
128	Willoughbeech Terrace/OH	Willoughbeech Terrace LP/614-396-3200	Y	50	50	9/30/2016	6/12/2017	N
129	Fayette Landing/OH	Fayette Landing LP/614-396-3200	Y	36	36	11/30/2016	2/2/2018	N
130	Oliver Crossing/TN	Oliver Crossing LP/614-396-3200	Y	24	24	11/21/2016	1/26/2017	N
131	LaBelle Greene/WV	LaBelle Greene LP/614-396-3200	Y	40	40	12/29/2016	11/20/2017	N
132	McCormick Greene/WV	McCormick Greene LP/614-396-3200	Y	24	24	9/20/2016	11/3/2017	N
133	Woodyard Greene/WV	Woodyard Greene LP/614-396-3200	Y	30	30	8/24/2016	12/14/2017	N
134	Pringle House/WV	Pringle House LP/614-396-3200	Y	40	40	9/16/2015	12/21/2016	N
135	Bayridge Greene/WV	Bayridge Greene LP/614-396-3200	Y	40	40	8/25/2015	12/21/2016	N
136	Pebblecreek Crossing/KY	Pebblecreek Crossing LP/396-3200	Y	48	48	2/6/2017	6/13/2017	N
137	Breas Crossing/KY	Breas Crossing LP/614-396-3200	Y	44	44	10/27/2016	4/17/2017	N
138	Dawn Ridge/PA	Dawn Ridge LP/614-396-3200	Y	58	58	12/18/2015	10/26/2017	N
139	Mary Harvin Center/MD	Mary Harvin Center LP/614-396-3200	Y	61	61	1/20/2016	5/11/2017	N
140	Freedman Point/VA	Freedman Point LP/614-396-3200	Y	68	68	11/21/2019	5/12/2021	N
141	Hiawatha Apartments/MI	Hiawatha Apartments LDHA LP/614-396-3200	Y	32	32	12/23/2015	4/21/2017	N
142	Boynton Village/GA	Boynton Village LP/614-396-3200	Y	43	43	10/15/2015	7/11/2016	N
143	Silver Lakes/GA	Silver Lakes LP/614-396-3200	Y	44	44	9/9/2016	9/14/2017	N
144	Everts Hill/OH	Everts Hill LP/614-396-3200	Y	49	49	12/27/2017	1/17/2019	N
145	Emerald Gardens/WV	Emerald Gardens LP/614-396-3200	Y	42	42	12/15/2017	11/30/2018	N
146	Terrapin Park/WV	Terrapin Park Assoc. LP/614-396-3200	Y	49	49	6/15/2017	11/8/2018	N
147	Tristan Ridge/KY	Tristan Ridge LP/614-396-3200	Y	44	44	12/22/2017	6/25/2018	N
148	Nelsonville School Commons/OH	Nelsonville School Commons LP/614-396-3200	Y	33	33	12/5/2017	11/9/2018	N
149	ATZ Place/IN	ATZ Place LP/614-396-3200	Y	38	38	9/27/2017	8/16/2018	N
150	Parrish Greene/SC	Parrish Greene LP/614-396-3200	Y	28	28	7/28/2017	2/9/2018	N
151	Enchanted Glen/MI	Enchanted Glen LDHA LP/614-396-3200	Y	36	36	2/7/2017	5/21/2018	N
152	Penn Square II/MD	Penn Square II LP/614-396-3200	Y	61	61	10/9/2015	8/5/2016	N
153	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2016	8/23/2018	N
154	Holley Pointe/VA	Holley Pointe LP/614-396-3200	Y	50	50	1/31/2022	1/25/2023	N
155	Wheatland Crossing/OH	Wheatland Crossing LP/614-396-3200	Y	42	42	11/9/2017	11/9/2018	N

2nd PAGE TOTAL: 2,487 2,487

GRAND TOTAL: 6,566 6,562

LIHTC as % of  
100% Total Unit

## Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
156	White Oak Crossing/IN	White Oak Crossing LP/614-396-3200	Y	40	40	12/28/2018	11/24/2019	N
157	Crystal Valley Manor/IN	Crystal Valley Manor LP/614-396-3200	Y	40	40	9/24/2018	5/3/2019	N
158	Shepard Greene/NC	Shepard Greene LP/614-396-3200	Y	50	50	12/28/2018	10/17/2019	N
159	Butler Crossing II/SC	Butler Crossing II LP/614-396-3200	Y	42	42	7/8/2019	2/24/2020	N
160	Grand View Place/MI	Grand View Place LDHA LP/614-396-3200	Y	48	48	12/29/2017	11/7/2019	N
161	Cavalier Greene/MI	Cavalier Greene LDHA LP/614-396-3200	Y	40	40	12/8/2017	4/18/2019	N
162	Portland School/MI	Portland School LDHA LP/614-396-3200	Y	29	29	12/27/2017	7/2/2019	N
163	Mallaleu Pointe/GA	Mallaleu Pointe LP/614-396-3200	Y	67	67	3/30/2018	3/7/2019	N
164	Thompson Greene/PA	Thompson Greene LP/614-396-3200	Y	50	50	9/28/2014	8/23/2018	N
165	WC Lowcountry Crossing/SC	WC Lowcountry Crossing Limited Partnership/614-396-3200	Y	34	34	12/1/2020	5/21/2021	N
166	Decatur Downs/MI	Woda Decatur Downs LDHA Limited Partnership/614-396-3200	Y	48	48	12/1/2019	9/3/2020	N
167	Rivergate Greene/NC	Rivergate Greene Limited Partnership/614-396-3200	Y	72	72	12/1/2020	12/1/2021	N
168	Old Firetower Place/NC	Old Firetower Place Limited Partnership/614-396-3200	Y	60	60	12/1/2020	1/12/2022	N
169	The Hamilton/MI	The Hamilton LDHA Limited Partnership/614-396-3200	Y	42	42	12/1/2020	9/14/2022	N
170	Osborn Commons/MI	Osborn Commons LDHA LP/614-396-3200	Y	45	45	12/1/2020	9/7/2023	N
171	Blue Ridge Landing/IN	Blue Ridge Landing LP/614-396-3200	Y	48	48	12/1/2020	2/22/2022	N
172	Stevenson Square/IN	Stevenson Square LP/614-396-3200	Y	24	24	12/1/2020	2/23/2022	N
173	Wheatland Crossing II/OH	Wheatland Crossing II LP/614-396-3200	Y	64	64	12/1/2020	10/4/2021	N
174	Barley Square/PA	Barley Square Limited Partnership/614-396-3200	Y	57	57	12/1/2020	11/13/2023	N
175	Stone Ridge Commons/PA	Woda Stone Ridge Limited Partnership/614-396-3200	Y	34	34	12/1/2020	4/29/2024	N
176	Woda Maple Leaf/WI	WC Maple Leaf Townhome LP/614-396-3200	Y	20	20	12/1/2019	12/22/2021	N
177	Maple Hill Apartments/MI	Maple Hill LDHA Limited Partnership/614-396-3200	Y	24	24	12/1/2020	7/26/2022	N
178	Edinburgh Commons/IN	Edinburgh Commons LP/614-396-3200	Y	24	24	12/1/2020	2/8/2022	N
179	Kirkman Terrace/KY	Kirkman Terrace Limited Partnership/614-396-3200	Y	45	45	12/1/2020	12/21/2021	N
180	Seven45 Stacking/MI	Seven45 Stacking LDHA LP/614-396-3200	Y	50	50	12/1/2020	8/11/2022	N
181	Pomeroy Colonial Park/OH	Pomeroy Colonial Park Limited Partnership/614-396-3200	Y	48	48	12/1/2020	4/2/2021	N
182	Towne Creek Crossing/KY	Towne Creek Crossing Limited Partnership/614-396-3200	Y	44	44	9/4/2019	6/3/2020	N
183	Blackhawk Commons/IN	Blackhawk Commons Limited Partnership/614-396-3200	Y	40	40	12/27/2019	7/19/2021	N
184	123 Club/SC	123 Club Limited Partnership/614-396-3200	Y	40	40	7/31/2019	2/27/2020	N
185	Douglas Greene/IN	Douglas Greene Limited Partnership/614-396-3200	Y	80	80	12/1/2019	2/19/2021	N
186	Tate Commons/NC	Tate Commons Limited Partnership/614-396-3200	Y	68	68	12/1/2019	2/4/2022	N
187	Rooney Ridge/NC	Rooney Ridge Limited Partnership/614-396-3200	Y	50	50	10/30/2019	9/24/2020	N
188	Breas Crossing II/KY	Breas Crossing II Limited Partnership/614-396-3200	Y	37	37	4/7/2021	1/25/2023	N
189	Alcheson Place Lofts/OH	Alcheson Place Lofts Limited Partnership/614-396-3200	Y	80	80	12/15/2021	6/22/2022	N
190	Montgomery Crossing/OH	Montgomery Crossing Limited Partnership/614-396-3200	Y	50	50	7/21/2021	4/15/2022	N
191	Jenkins Street Lofts/OH	Jenkins Street Lofts Limited Partnership/614-396-3200	Y	60	60	1/31/2022	11/18/2022	N
192	Wendler Commons/OH	Wendler Commons Limited Partnership/614-396-3200	Y	62	62	3/17/2022	12/7/2022	N
193	Anderson Greene/IA	Anderson Greene Limited Partnership/614-396-3200	Y	44	39	11/25/2020	6/9/2021	N
194	Adair Court/GA	Adair Court Limited Partnership/614-396-3200	Y	91	77	12/23/2019	1/15/2021	N
195	Woda Milan Village/MI	Woda Milan Village LDHA/614-396-3200	Y	36	36	9/30/2019	3/22/2021	N
196	LaBelle Greene II/WV	LaBelle Greene II LP/614-396-3200	Y	40	40	4/30/2020	11/10/2021	N
197	McCormick Crossing/WV	McCormick Crossing LP/614-396-3200	Y	48	48	9/29/2020	10/18/2023	N
198	Robinson Overlook/MD	Robinson Overlook LP/614-396-3200	Y	48	48	11/29/2019	9/5/2023	N
199	Kershaw Greene	Kershaw Green LP/614-396-3200	Y	51	51	5/24/2023	11/21/2023	N
200	Kellinger Greene/PA	Kellinger Greene LP/614-396-3200	Y	56	56	10/15/2021	10/2/2023	N
201	Tyler Park/OH	Tyler Park LP/614-396-3200	Y	56	56	10/4/2023	4/29/2024	N
202	Lockbourne Greene/OH	Lockbourne Greene LP/614-396-3200	Y	40	40	8/31/2023	12/22/2023	N
203	WC Oak Ridge/WI	WC Oak Ridge LP/614-396-3200	Y	24	24	10/31/2020	8/12/2022	N
204	Anderson Greene II/IA	Anderson Greene II Limited Partnership/614-396-3200	Y	48	48	11/24/2020	6/17/2021	N
205	43 Town Square/OH	43 Town Square LP/614-396-3200	Y	47	47	12/28/2018	2/14/2020	N
206	Sparrow Ridge/KY	Sparrow Ridge LP/614-396-3200	Y	96	96	7/4/2022	2/15/2023	N
207	Williams Terrace/IA	Williams Terrace LP/614-396-3200	Y	50	50	12/27/2022	9/1/2023	N
208	London Greene/NC	London Greene LP/614-396-3200	Y	40	40	4/28/2023	11/13/2023	N
209	Woodward Way/MI	Woodward Way LDHA LP/614-396-3200	Y	49	49	5/30/2023	TBD	N
210	Carnegie Greene 39/WV	Carnegie Greene 39 LP/614-396-3200	Y	39	39	3/31/2023	TBD	N

2nd PAGE TOTAL:

GRAND TOTAL: 9,325

9,302

100% Total Unit

UNRC as % of

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
211	LaBelle Greene IV/WV	LaBelle Greene IV LP/614-396-3200	Y	38	38	1/19/2023	TBD	N
212	Stockton Greene/WV	Stockton Greene LP/614-396-3200	Y	43	43	5/31/2023	TBD	N
213	WC Joseph's Crossing/WV	WC Joseph's Crossing LP/614-396-3200	Y	42	42	8/30/2023	TBD	N
214	Five Points Crossing/NC	Five Points Crossing LP/614-396-3200	Y	50	50	2/19/2024	TBD	N
215	Johnston Crossing II/IA	Johnston Crossing LP/614-396-3200	Y	50	50	11/20/2023	TBD	N
216	McKinley Manor/OH	CMHA McKinley Manor, LLC/614-396-3200	Y	44	44	11/15/2023	TBD	N
217	Northlake Center Apartments/NC	Northlake Center Apartments Limited Partnership/614-396-3200	Y	78	78	12/31/2022	TBD	N
218	Ruth Park/MI	Ruth Park LDHA Limited Partnership/614-396-3200	Y	58	58	4/1/2023	TBD	N
219	Woodbury Crossing/TN	WC Woodbury Crossing Limited Partnership/614-396-3200	Y	80	80	12/1/2022	4/3/2024	N
220	Rosenwald Pointe/Waynesboro, VA	Rosenwald Pointe Limited Partnership (614-396-3200)	Y	53	53	TBD	TBD	N
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2nd PAGE TOTAL: 536 536

GRAND TOTAL: 9,861 9,838

LIHTC as % of  
100% Total Unit

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: <u>Kathy E. Vesley</u>		Controlling GP (CGP) or 'Named' Managing Member of Proposed property? <u>N</u>						Y or N	
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"		
1 Warsaw Manor/Warsaw, Virginia	Warsaw Manor VA LLC (704-357-6000)	N	56	56	1/1/2014	9/12/2014	N		
2 Brennan Pointe/Newport News, Virginia	Brennan Pointe Limited Partnership (614-396-3200)	N	44	44	12/31/2016	12/20/2017	N		
3 The Banks at Berkley/Norfolk, Virginia	The Banks at Berkley Limited Partnership (614-396-3200)	N	50	50	12/31/2016	2/8/2018	N		
4 Academy Apartments/West Point, Virginia	Academy Apartments VA LLC (980-335-2031)	N	32	32	10/5/2016	8/28/2018	N		
5 Village Green/Gloucester, Virginia	Village Green VA LLC (980-335-2031)	N	32	32	12/6/2016	7/19/2018	N		
6 Timberland Park/Albemarle County, Virginia	Timberland Park VA LLC (704-357-6000)	N	80	80	12/26/2018	8/5/2019	N		
7 Brennan Pointe II/Newport News, Virginia	Brennan Pointe II Limited Partnership (614-396-3200)	N	43	43	10/31/2018	6/21/2019	N		
8 Freedman Point/Hopewell, Virginia	Freedman Point Limited Partnership (614-396-3200)	N	68	68	10/17/2019	5/12/2021	N		
9 Bickerstaff Crossing/Henrico, Virginia	Bickerstaff Crossing VA LLC (704-357-6000)	N	60	60	TBD	TBD	N		
10 Daffodil Gardens Phase Two/Gloucester, Virginia	Daffodil Gardens Phase Two, LLC (804-758-1260, ext. 1300)	N	40	40	TBD	TBD	N		
11 Holley Pointe/Portsmouth, Virginia	Holley Pointe Limited Partnership (614-396-3200)	N	50	50	12/29/2021	1/25/2023	N		
12 Lambert Landing/Chester, Virginia	Lambert Landing Limited Partnership (614-396-3200)	N	64	64	TBD	TBD	N		
13 Bains Pointe/Portsmouth, VA	Bains Pointe Limited Partnership (614-396-3200)	N	50	50	TBD	TBD	N		
14 Rosenwald Pointe/Waynesboro, VA	Rosenwald Pointe limited Partnership (614-396-3200)	N	53	53	TBD	TBD	N		
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL: 722 722 LIHTC as % of  
 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

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TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Malone Place Limited Partnership  
 Principal's Name:

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

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

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

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

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

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Woda Cooper Communities II, LLC  
 Principal's Name:

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

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

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Malone Place  
 Name of Applicant: Malone Place Limited Partnership

## INSTRUCTIONS:

1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Woda Cooper Communities II, LLC  
 Principal's Name:

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

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

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TOTAL:

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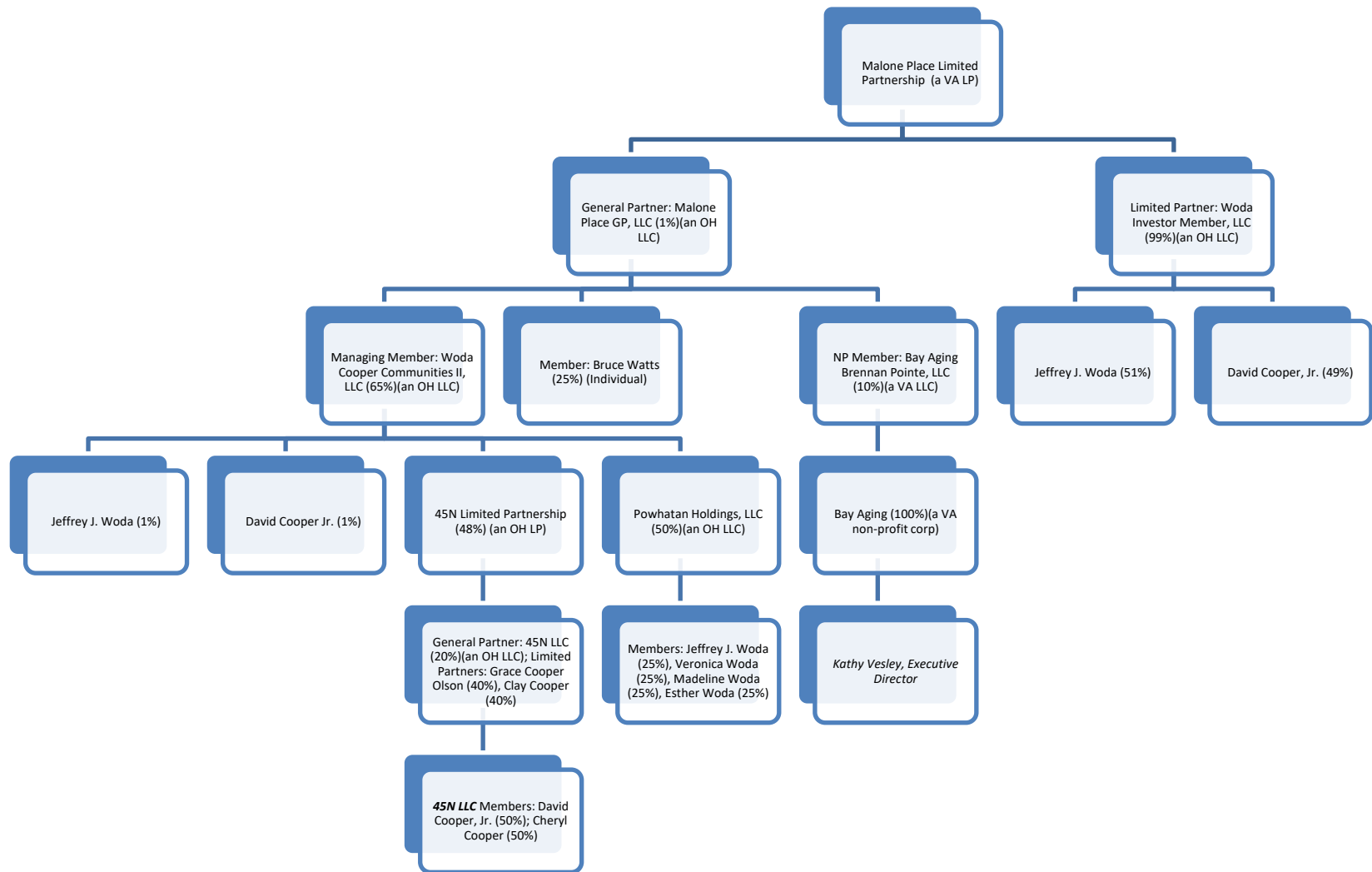
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LIHTC as % of  
Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

## Malone Place Limited Partnership

### Organizational Structure



# **Tab E:**

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

## ASSIGNMENT OF PURCHASE AGREEMENT


**This Assignment (“Assignment”)** is made and entered into this 2<sup>nd</sup> day of July, 2024 by and between **Woda Cooper Development, Inc.**, whose tax mailing address is 500 S. Front Street, 10<sup>th</sup> Floor, Columbus, Ohio 43215 (hereinafter referred to as “**Assignor**”) and **Malone Place Limited Partnership** whose tax mailing address is 500 S. Front Street, 10<sup>th</sup> Floor, Columbus, Ohio 43215 (hereinafter referred to as “**Assignee**”)

**WHEREAS**, Assignor entered into a purchase agreement with **Petersburg South Associates, LLC** (hereinafter referred to as “**Seller**”) on June 24, 2024 (the “**Purchase Agreement**”) to purchase certain real estate parcels consisting of 23.46 +/- acres more or less, with the assigned parcel identification number of: 087030810; approximately located at 230 Medical Park Boulevard, Petersburg, Virginia 23805 (collectively the “**Assigned Parcel**”);

**NOW THEREFORE**, Assignor hereby assigns to Assignee all of its rights, title, and obligations under the Purchase Agreement to purchase the Assigned Parcel. By executing in the space provided below, Assignee hereby accepts such assignment and agrees to perform the obligations of the Buyer as set forth in the Purchase Agreement. The assignment provided for herein is effective as of the date set forth above.

**Assignor:**

**Woda Cooper Development, Inc.**


By:   
Name: David Cooper, Jr.  
Its: President

**Assignee:**

**Malone Place Limited Partnership**  
A Virginia Limited Partnership

By: Malone Place GP, LLC  
An Ohio Limited Liability Company  
Its General Partner

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

By:   
Name: David Cooper, Jr.  
Its: Manager

## PURCHASE AGREEMENT

**THIS PURCHASE AGREEMENT** (“**Agreement**”) is made and entered into this 24th day of June, 2024 (the “**Effective Date**”), by and between **Petersburg South Associates, LLC**, a Virginia limited liability company (“**Seller**”), whose tax mailing address is 7204 Glen Forest Dr, Suite 100, Richmond, Virginia 23226, and **Woda Cooper Development, Inc.**, an Ohio corporation (“**Buyer**”), whose tax mailing address is 500 S. Front Street, 10<sup>th</sup> Floor, Columbus, Ohio 43215.

### BACKGROUND

- A. Seller is the owner of real property of 23.46 +/- acres more or less; identified in the tax records of the City of Petersburg, Virginia, as tax map number of 087030810; approximately located at 230 Medical Park Boulevard, Petersburg, Virginia 23805; and as generally depicted in Exhibit A attached hereto (hereinafter referred to as the “**Property**”).
- B. Seller has agreed to sell the Property, and Buyer has agreed to purchase the Property, upon and subject to the terms and conditions of this Agreement.

### AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase Price.** The purchase price for the Property shall be Nine Hundred Ninety-Five Thousand and no/100 Dollars (\$995,000.000) (the “**Purchase Price**”).
2. **Deposits.** Buyer shall deposit with Star Title Agency, LLC (55 South Front Street, Suite 250, Columbus, Ohio 43215, Attn: Jim Saad)(the “**Escrow Agent**”), Twenty-five Thousand and no/100 Dollars (\$25,000.00) (the “**Initial Earnest Deposit**”) within fifteen (15) business days after the Effective Date. Five Thousand and no/100 Dollars (\$5,000.00) of the Initial Earnest Deposit will become nonrefundable to Buyer on August 16, 2024. An additional Five Thousand and no/100 Dollars (\$5,000.00) of the Initial Earnest Deposit will become nonrefundable to Buyer on December 31, 2024. The remaining Fifteen Thousand and no/100 Dollars (\$15,000.00) of the Initial Earnest Deposit will become nonrefundable to Buyer on March 14, 2025 (the “**Diligence Date**”). The Initial Earnest Deposit, any and all Subsequent Earnest Deposits (as defined below), and the NEPA Extension Deposit, if any (collectively, the “**Earnest Deposits**”), shall be paid to Seller and credited towards the Purchase Price at Closing (as defined hereinafter). In the event that this Agreement is terminated, or Closing otherwise does not occur for any reason other than Seller default, Escrow Agent is hereby authorized and directed to pay to Seller, upon written demand by Seller, such portion of the Earnest Deposits then being held by Escrow Agent and designated as nonrefundable to Buyer hereunder at such time, with any remainder to be refunded to Buyer.

3. **Closing Deliverables and Costs.** At Closing, Seller shall deliver to Buyer, or its permitted assignee, a special warranty deed in form acceptable for recording in the Office of the Clerk of the Circuit Court for the City of Petersburg, Virginia (the “**Deed**”). The Deed shall be prepared by Seller. At Closing, Buyer shall pay the Purchase Price to Seller in cash or other immediately available funds less the amount of the Earnest Deposits released to Seller and subject to costs prorated in accordance with the following paragraph. Real property taxes pertaining to the Property shall be prorated between the parties as of Closing. Buyer shall be responsible for any and all roll-back tax incurred in connection with the sale of the property to Buyer or change in its use. Seller shall be responsible for paying any Virginia grantor’s tax on the Deed, as well as the cost of preparing the same. Buyer shall be responsible for paying any and all taxes, charges, costs and fees incurred in connection with Closing, including without limitation those assessed upon the recording of the Deed, except as otherwise expressly provided in the preceding sentence.
4. **Closing Date.**
  - a. Settlement of the purchase and sale of the Property pursuant to this Agreement (“**Closing**”) shall occur on or before June 14, 2025 (the “**Closing Date**”). Buyer shall have four (4) options to extend the Closing Date (each, a “**Closing Extension**”) as set forth below. Each Closing Extension may be exercised, if at all, by Buyer delivering written notice thereof to Seller and Escrow Agent on or before the then-current Closing Date, and delivering to Escrow Agent on or before the then-current Closing Date an additional earnest money payment of Twenty Thousand and no/100 Dollars (\$20,000.00) (each a “**Subsequent Earnest Deposit**”) for each Closing Extension. Any Subsequent Earnest Deposits shall be immediately non-refundable when paid to Buyer, and shall be credited to the Purchase Price at Closing. The first Closing Extension shall extend the Closing Date to July 31, 2025. Each subsequent Closing Extension shall extend the Closing Date to the date that is sixty (60) days after the then-current Closing Date (as the same may be extended by prior Closing Extensions).
  - b. Buyer may have to perform a Part 58 National Environmental Policy Act review (“**NEPA**”) as a result of the financing Buyer obtains for its development. If the NEPA review has not been completed and Buyer has exercised all Closing Extensions, Buyer may extend the Closing Date for an additional period of up to ninety (90) days to allow for the completion of the NEPA review (the “**NEPA Extension**”). The NEPA Extension may be exercised, if at all, by Buyer delivering written notice thereof to Seller and Escrow Agent on or before the then-current Closing Date and delivering to Escrow Agent on or before the then-current Closing Date an additional earnest money payment of Forty Thousand and no/100 Dollars (\$40,000.00) (the “**NEPA Extension Deposit**”). The NEPA Extension may only be exercised if a NEPA review is required by one of Buyer’s funding, and any written notice to Seller exercising of the NEPA Extension shall be accompanied by documentation reasonably evidencing such

requirement. The NEPA Extension Deposit shall when paid be immediately non-refundable to Buyer and shall be credited to the Purchase Price at Closing.

5. **Title and Survey.** At Closing, Seller shall convey title to the Property to Buyer free and clear of all liens and encumbrances other than Permitted Exceptions (as defined below). Buyer shall obtain a title insurance commitment for the Property (the “**Commitment**”) by July 18, 2024, and if any exception noted therein is unacceptable to Buyer (each, an “**Objection**”), Buyer shall notify Seller thereof in writing on or before September 20, 2024. Such notice (the “**Objection Notice**”) shall be accompanied by a copy of the Commitment and copies of all instruments referenced therein which are Objections. Any matters of title not designated as Objections in a timely-delivered Objection Notice shall be deemed “**Permitted Exceptions**”. On or before the date that is fifteen (15) business days after Buyer timely delivers to Seller an Objection Notice (the “**Cure Notice Deadline**”), Seller shall notify Buyer a written notice (the “**Cure Notice**”) of which, if any of the Objections contained in such Objection Notice that Seller agrees to cure (whether one or more, the “**Cure Items**”). Seller shall then cause all the Cure Items to be cured at or before Closing. If Seller fails to timely deliver to Buyer the Cure Notice, then Seller shall be deemed to have elected not to cure all of the Objections. If Seller elects, or is deemed to have elected, not to cure any Objections, then Buyer may terminate this Agreement by written notice to Seller thereof delivered no later than fifteen (15) business days after the earlier of (x) the date Seller delivers a Cure Notice or (y) the Cure Notice Deadline. If Buyer timely exercises the foregoing termination right, then the Initial Earnest Deposit shall be paid out by Escrow Agent to Buyer and Seller in such proportions as may be specified in Section 2 above, and Seller and Buyer shall have no further rights or obligations hereunder except for those which by their terms expressly survive such termination; if Buyer does not timely exercise the foregoing termination right, then all Objections that are not Cure Items shall be deemed “Permitted Exceptions”, and Seller shall have no obligations to cure the same. For the avoidance of doubt, Buyer may not include as Objections any matters of title arising by or through the acts or omissions of Buyer or any agent of Buyer (“**Buyer-Caused Exceptions**”). Buyer shall indemnify, defend and hold Seller harmless from and against any and all Buyer-Caused Exceptions, and upon demand shall promptly cause any Buyer-Caused Exceptions to be released from title as to the Property at Buyer’s sole cost and expense. The foregoing indemnity shall survive the termination of this Agreement. From and after the Effective Date, Seller shall not cause or suffer any encumbrances to be recorded against the Property other than Buyer-Caused Exceptions. If Buyer elects to procure an ALTA/NSPS survey of the Property (the “**Survey**”), it may object to any matters shown thereon and not reflected in the Commitment no later than November 1, 2024. Any such objections shall be made and shall be subject to the same Seller cure election and potential Buyer termination rights and timelines as set forth hereinabove with respect to Objections as to matters in the Commitment, *mutatis mutandis*.
6. **Closing Contingencies.** Buyer’s obligation to purchase the Property shall be subject to and contingent upon satisfaction to Buyer, at Buyer’s sole cost and expense and in Buyer’s sole discretion of the contingencies set forth below (collectively, the

“**Contingencies**”) on or before the date specified below for satisfaction or waiver of such Contingency (each, a “**Satisfaction Date**”). If any of the Contingencies are not satisfied or waived by Buyer prior to applicable Satisfaction Date, then Buyer shall have sole and absolute right to terminate this Purchase Agreement by written notice to Seller delivered no later than the applicable Satisfaction Date, and if Buyer does not timely terminate in accordance with this sentence it shall be deemed to have waived such Contingency. Upon termination of this Agreement pursuant to the preceding sentence, all Earnest Deposits deemed nonrefundable as of the delivery of such notice of termination shall be released to Seller if not yet released, and neither party shall have any further rights, obligations, or liabilities hereunder other than those that by their terms expressly survive such termination.

- a. Buyer determining or obtaining, on or before July 18, 2024:
  - i. that Buyer is satisfied with its site and market review of the Property; and
  - ii. a resolution from the local government supporting the development within a revitalization area.
- b. Buyer determining, on or before the Diligence Date, that:
  - i. Buyer can obtain all governmental approvals necessary or desirable for the construction of the housing units and all related amenities on the Property;
  - ii. Buyer has obtained acceptable zoning approvals for the planned number of units by the appropriate government entity or entities;
  - iii. Buyer has obtained project-based vouchers from the local housing authority;
  - iv. development of the Property for Buyer’s intended use is economically feasible;
  - v. the environmental remediation plan and costs associated with environmental reports are acceptable; and
  - vi. Buyer has received commitments for all necessary financing, including but not limited to a final reservation of Section 42 tax credits from Virginia Housing.
- c. Buyer determining, on or before the Closing Date, that:
  - i. Buyer has obtained acceptable site plan approval by the appropriate government entity or entities, provided that Buyer has submitted a site plan to the appropriate government entity or entities no later than December 1, 2024, and thereafter has diligently pursued resolution of government comments thereto and ultimate approval thereof; and
  - ii. The Property is in compliance with the lender and investor environmental requirements.

7. **Entry to Property; Studies.** From and after Buyer’s delivery to Seller of the Insurance Documentation (as defined below), Buyer and its employees, officers, directors and

agents (each, a “**Buyer Party**” and collectively, the “**Buyer Parties**”) shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer at Buyer's sole discretion and expense; provided that Buyer shall not conduct or cause to be conducted any invasive testing or studies (e.g., a “Phase II” environmental site assessment) without the express prior written consent of Seller. Buyer will indemnify, defend and hold harmless Seller from and against any and all losses, costs, claims, damages, expenses or causes of action (collectively, “**Claims**”) which might occur as a result of the entry upon the Property by Buyer Parties or otherwise from Buyer’s activities on the Property, and Buyer shall restore the Property to the condition existing before said tests or investigations were conducted. The foregoing indemnification obligations shall survive Closing or the earlier termination of this Agreement. Before any Buyer Party may enter upon the Property Buyer shall deliver to Seller an ACORD insurance certificate evidencing commercial general liability insurance naming Seller as an additional insured, with a combined single policy limit of no less than One Million Dollars (\$1,000,000.00) (the “**Insurance Documentation**”).

8. **Seller Covenants.** Except as otherwise provided herein, during the term of this Agreement, Seller shall not, without the prior written approval of the Buyer, (a) make or permit to be made, any material changes or alterations to any part of the Property; or (b) enter into any agreement of lease, easement or lien, whatsoever; or (c) enter into any agreement for the sale of the Property to a party other than the Buyer.
9. **Notices.** Any notices required or permitted to be delivered under this Agreement may be given by e-mail, first-class mail, nationally-recognized overnight courier service (e.g. FedEx or UPS) (“**Overnight**”), or by hand delivery, with such notices deemed delivered as follows: (i) if by e-mail, upon transmission of the same as evidenced by the sender’s e-mail server, provided that a copy delivered by another method listed herein within two (2) business days thereafter; (ii) if by first-class mail, five (5) business days after deposit with the USPS; (iii) if by Overnight, the next business day after deposit with such Overnight service provider; and (iv) if by hand delivery, at the time such delivery is actually made.

- a. Notices to Buyer may be sent to:

500 S. Front Street, Floor 10  
Columbus, OH 43215  
Attention: Greg Mustric  
Email: gmustric@wodagroup.com

- b. Notices to Seller may be sent to:

Petersburg South Associates, LLC  
Attn: Ms. Bernadette Palmer  
7204 Glen Forest Drive  
Suite 100

Richmond, Virginia 23226  
Email: [bpalmer@clovellycorp.com](mailto:bpalmer@clovellycorp.com)

*With a copy to:*

Hirschler  
Attn: R. Robert Benaicha  
2100 E. Cary Street  
Richmond, Virginia 23223  
Email: [rbenacha@hirschlerlaw.com](mailto:rbenacha@hirschlerlaw.com)

10. **Assignments.** Buyer may not assign this Agreement, in whole or in part, without the, without the prior written consent of Seller, and any purported assignment made without Seller's consent shall be void *ab initio*. Notwithstanding the foregoing, Buyer may without Seller's consent assign this Agreement in whole to any entity that controls, is controlled by, or is under common control with Buyer. No permitted assignment of this Agreement shall be effective unless and until Buyer provides to Seller a copy of the written agreement effecting such assignment, and such agreement provides for the assignee's assumption of all of Buyer's obligations hereunder. Notwithstanding the foregoing, Woda Cooper Development, Inc., an Ohio corporation, shall remain fully liable for performance of all obligations of Buyer hereunder notwithstanding the effectiveness of any subsequent assignment of its rights hereunder.
11. **Buyer Costs.** Buyer shall pay all costs incurred with respect to the Commitment, the Survey, any other investigations it may perform of the Property and its feasibility for its use, and of any owner's title insurance policy it may procure with respect to the Property. Seller and Buyer agree that any title insurance procured by Buyer will be furnished through a title agency of Buyer's choice.
12. **Brokers.** All commissions owed to any real estate broker as a result of this transaction shall be paid for by the Seller. Seller agrees to pay such commissions and agrees to hold Buyer harmless and to defend Buyer against any claims for any commissions. Such obligation is expressly accepted by Seller upon Buyer's binding representation herein made that Buyer has not engaged any real estate broker or agent in connection with this transaction. Buyer shall indemnify, defend and hold Seller harmless from and against any and all Claims that may arise or may be suffered by Seller as a result of the inaccuracy of the foregoing representation. The foregoing indemnification obligation shall survive Closing or the earlier termination of this Agreement.
13. **Governing Law; Venue.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard for conflicts of laws principles. Each of the parties agrees that any disputes arising under this Agreement shall be submitted to the exclusive jurisdiction of the state or federal courts sitting in and for the City of Richmond, Virginia, and hereby waive any and all rights to object thereto.

14. **Severability.** If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent provided by law.
15. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute and be deemed one and the same agreement. Counterparts executed and/or exchanged electronically (e.g., via DocuSign or via e-mail in .pdf format) shall be as effective as those executed by hand and exchanged tangibly.
16. **Successors and Assigns.** This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs, executors, distributees, and personal representatives.
17. **Condemnation and Casualty.** If prior to Closing any portion of the Property shall be taken by condemnation or similar right of eminent domain or like process (“**Condemnation**”), or damaged by casualty (“**Casualty**”), which Condemnation or Casualty shall materially affect the Property or Buyer’s ability to develop the Property, Seller shall promptly provide notice to Buyer of such Condemnation or Casualty, and Buyer may elect to (a) terminate this Agreement and receive a refund of all deposits and interest thereon paid by Buyer or (b) proceed hereunder notwithstanding such Condemnation or Casualty, with a pro-rata reduction in Purchase Price based upon the percentage of the Property taken and/or damaged.
18. **Buyer Materials.** Buyer shall share with Seller any and all due diligence materials for the Property as they become available, including without limitation any engineering and/or geotechnical studies or reports procured by Buyer, any site plans prepared by or for Buyer, and any materials submitted to the City of Petersburg or any other governmental or quasi-governmental authority or public utility in connection with Buyer’s planned development of the Property.

**[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

Seller:

**Petersburg South Associates, LLC,**  
a Virginia limited liability company

By: Bernadette Palmer

Name: Bernadette Palmer

Its: Manager

Buyer:

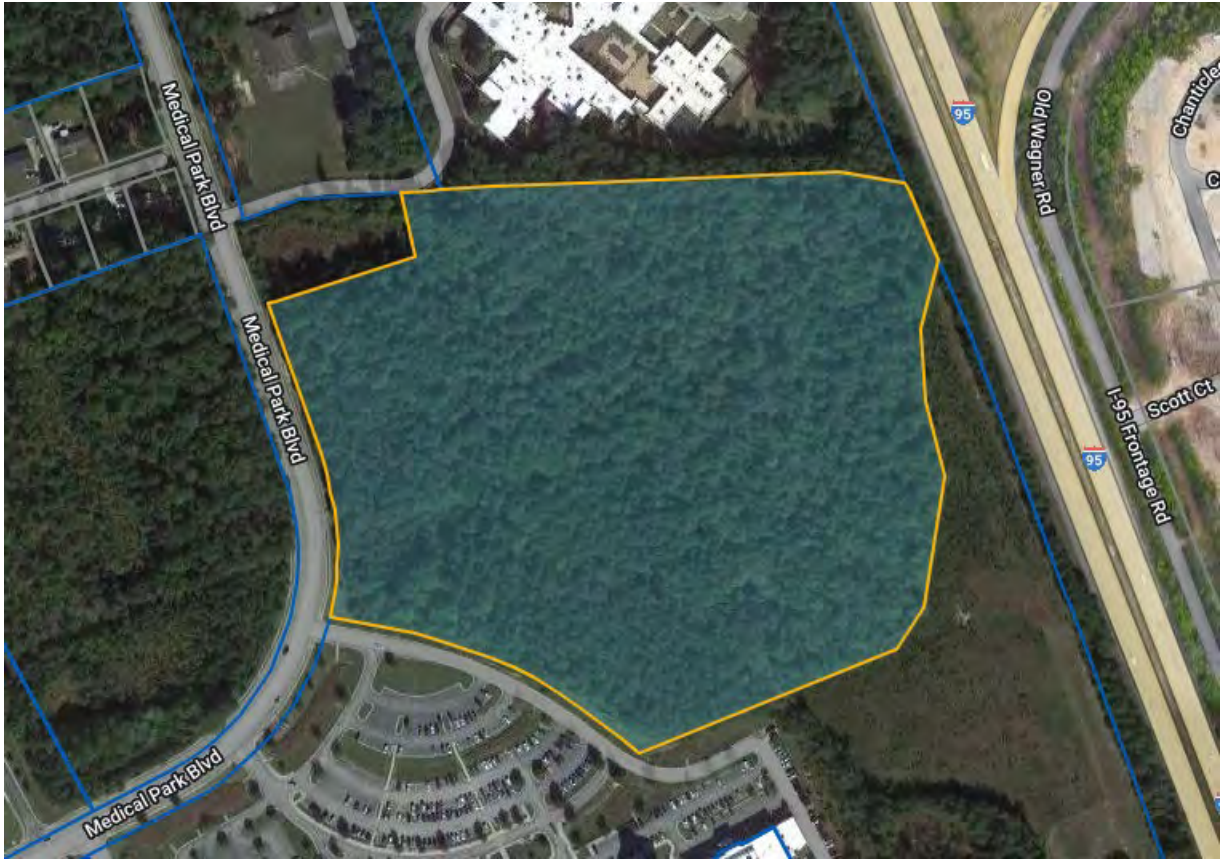
**Woda Cooper Development, Inc.,**  
an Ohio corporation

By: Maia Cooper

Name: Maia Cooper

Its: Vice President

Exhibit A





# Petersburg, Virginia

Parcel: 087030810

## Summary

Owner Name	PETERSBURG SOUTH ASSOCIATES C/O BETSY PALMER	National Historic District:	
Owner Mailing Address	7204 GLEN FOREST DR STE 100 RICHMOND , VA 23226	Enterprise Zone:	
Property Use	400	Opportunity Zone:	51730811200
State Class:	4 Commercial and Industrial	VA Senate District:	16
Zoning:	R-4	Va House District:	63
Property Address	230 MEDICAL PARK BLV Petersburg , VA	Congressional District:	4
Legal Acreage:	23.462	City Ward:	2
Legal Description:	LOT 5 COMMONWEALTH MEDICAL PARK	Polling Place:	Good Shepherd Baptist Church
Subdivision:	Commonwealth Medical Park	Primary Service Area:	W-S
Assessment Neighborhood Name:		Census Tract:	8112
Local Historic District:		Elementary School:	Walnut Hill
		Middle School:	Vernon Johns Middle School
		High School:	Petersburg High School

## Improvements

Finished (Above Grade):		Shed:	
Basement:		Total Rooms:	
Attached Garage:		Bedrooms:	
Detached Garage:		Full Baths:	
Enclosed Porch:		Half Baths:	
Open Porch:		Foundation:	
Deck/Patio:		Central A/C:	0%

## Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/pg
	12/30/1899	\$0	418/213

## Assessments

Valuation as of	01/01/2019	01/01/2020	01/01/2021	01/01/2022	01/01/2023
Effective for Billing:	07/01/2019	07/01/2020	07/01/2021	07/01/2022	07/01/2023
Reassessment					
Land Value	\$943,600	\$943,600	\$943,600	\$943,600	\$943,600
Improvement Value	\$	\$	\$	\$	\$
Total Value	\$943,600	\$943,600	\$943,600	\$943,600	\$943,600

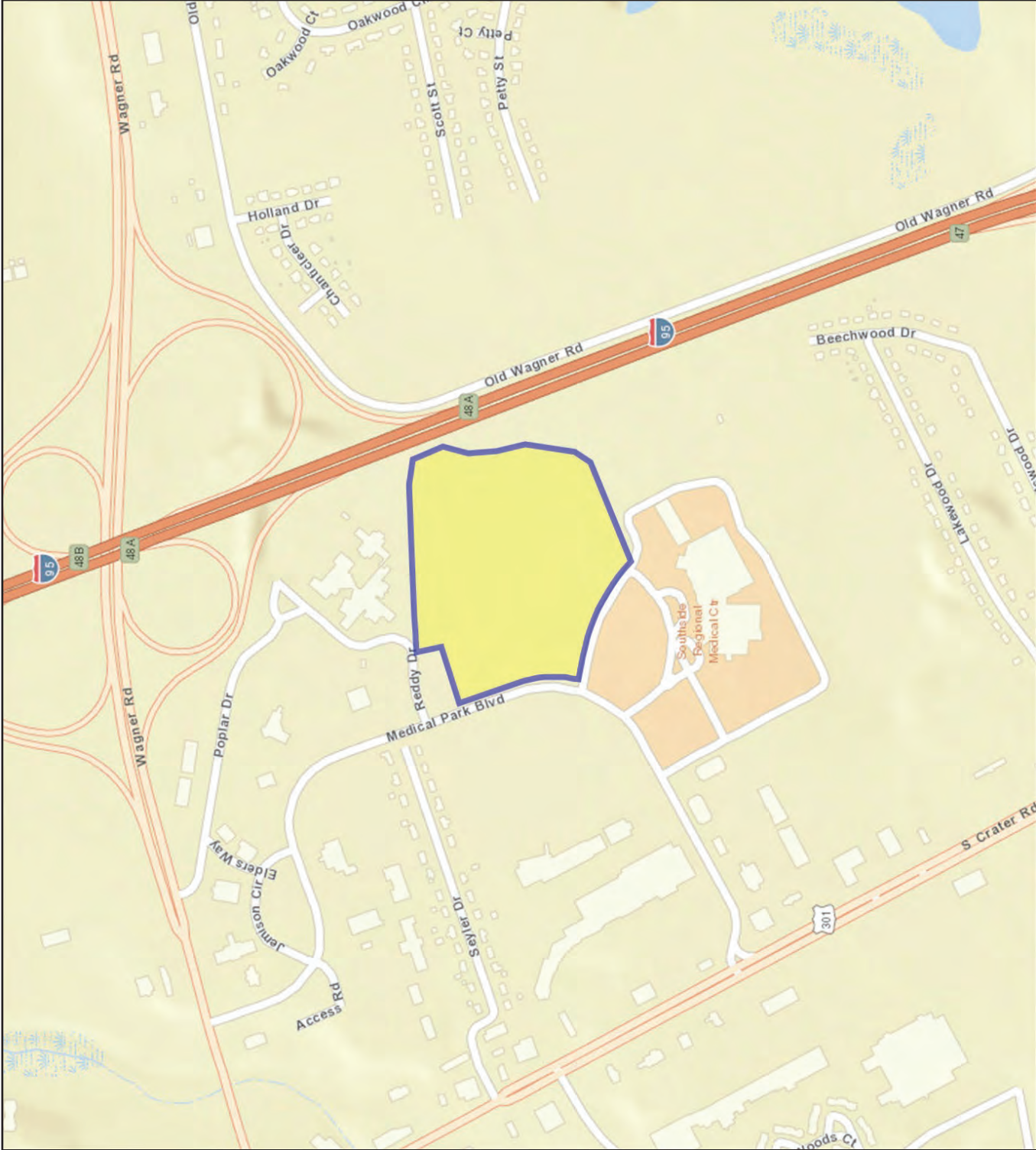
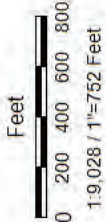
## Property Tax (Coming Soon)

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

Petersburg, Virginia

Legend

County Boundaries



Parcel #: 087030810

Date: 6/25/2024

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

# **Tab F:**

RESNET Rater Certification (MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

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

In addition provide HERS rating documentation as specified in the manual

☒ **New Construction** - EnergyStar Certification

The development's design meets the criteria for the EnergyStar certification.

Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.

☐ **Rehabilitation** -30% performance increase over existing, based on HERS Index

Or Must evidence a HERS Index of 80 or lower

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

☐ **Adaptive Reuse** - Must evidence a HERS Index of 95 or lower.

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

Additional Optional Certifications

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

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

☐ **TRUE** **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: \_\_\_\_\_

Date: 7/16/24

Printed Name: Chris Dwyer

RESNET Rater

Resnet Provider Agency  
Sol Developments, LLC

Signature \_\_\_\_\_

Provider Contact and Phone/Email

Sanyog Rathod

513-455-8228

[sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)



## Home Energy Rating System (HERS) Analysis

Table 1.1 - Project Summary

**Project Name** Malone Place  
**Certification Type** LEED for Homes - Energy Star MFNC  
**Address** 230 Medical Park Blvd  
**City, State, Zip** Petersburg, VA 23805

Building Input Summary

		Application Scenario
Slab Floors		R-10, 2" vertical only
Rim/Band Joist		R-21+R-5 CI, 2x6, 16" OC
Above Grade Wall		R-21+R-5 CI, 2x6, 16" OC
Windows	U value .32 SHGC .27	
Doors	Standard Doors	
Ceiling w/Attic	R-38, roof trusses, 24 OC, blown insulation	
Heating/Cooling Equipment	SEER 16, HSPF 9	
Water Heating	Electric, Tank, 40-gallons, UEF 0.93	
Programmable Thermostat	Yes	
<b>Mechanical Ventilation</b>	air cyclcer, 80 cfm, 10 watts	ASHRAE 62.2-2010
Infiltration	5	ACH@50 (to be tested)
Duct Location, Insulation	Top floor location: attic, under insulation, R-6	
Duct Leakage to Outside (energy loss)	0.04	cfm25/SF (to be tested)
Total Duct Leakage (comfort loss)	0.08	cfm25/SF (to be tested)
Lights	100% LED	
Appliances	Refrigerator	400 KwHr/Yr
	Dishwasher	270 KwHr/Yr
	Clothes Washer	Default
	Oven Fuel	Electric Range
Hot Water Efficiencies	Shower gpm	1.75 GPM
	Lavatory gpm	1.00 GPM

Table 1.3 - Unit Summary

Unit Name Type	Unit Count	EnergyStar MFNC Target	EnergyStar MFNC Projected Score
1st_1 Bed_Type A	4	60	49
1st_2 Bed_Type B	14	57	48
1st_2 Bed_Type C	6	58	48
2nd_1 Bed_Type D	5	59	48
2nd_2 Bed_Type E	15	58	49
2nd_3 Bed_Type F	6	57	47
3rd_1 Bed_Type G	5	60	50
3rd_2 Bed_Type H	15	57	50
3rd_3 Bed_Type I	6	57	49

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type A-1st-1bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
PETERSBURG, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type A-1st-1bed		
Type A-1st-1bed.blg		

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

### Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	4.9	3.6
Cooling	4.2	2.8
Water Heating	4.3	3.9
Lights and Appliances	10.7	9.6
Total	24.1	19.9
ENERGY STAR ERI Index Target	60	49 ERI Index w/o PV
		49 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

### ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	136
Carbon Dioxide (CO2) - tons/yr	1.8	Cooling	80
Sulfur Dioxide (SO2) - lbs/yr	10.4	Water Heating	60
Nitrogen Oxides (NOx) - lbs/yr	3.4	Lights & Appliances	193
		Total	469

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type A-1st-1bed  
230 Medical Park Blvd  
PETERSBURG, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 49**

## General Information

Conditioned Area	753 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7240 cubic ft.	Foundation	Slab
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.4	\$89	13%
Cooling	1.3	\$46	7%
Hot Water	4.6	\$172	26%
Lights/Appliances	9.6	\$356	54%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>17.9</b>	<b>\$663</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 v16.3.4.1019**

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

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type B-1st-2bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
Petersburg, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type B-1st-2bed		
Type B-1st-2bed.blg		

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

### Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	4.2	3.8
Cooling	6.1	3.7
Water Heating	6.0	5.3
Lights and Appliances	12.2	11.0
Total	28.5	23.8
ENERGY STAR ERI Index Target	57	48 ERI Index w/o PV
		48 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

### ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	194
Carbon Dioxide (CO2) - tons/yr	2.3	Cooling	93
Sulfur Dioxide (SO2) - lbs/yr	13.0	Water Heating	80
Nitrogen Oxides (NOx) - lbs/yr	4.3	Lights & Appliances	218
		Total	585

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type B-1st-2bed  
230 Medical Park Blvd  
Petersburg, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 48**

## General Information

Conditioned Area	895 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9210 cubic ft.	Foundation	Slab
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.5	\$92	12%
Cooling	1.7	\$62	8%
Hot Water	6.0	\$222	28%
Lights/Appliances	11.0	\$407	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>21.1</b>	<b>\$783</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 v16.3.4.1019**

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

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type C-1st-3bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
Petersburg, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type C-1st-3bed		
Type C-1st-3bed.blg		

Projected Rating: Based on Plans - Field Confirmation Required.  
Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	4.2	4.0
Cooling	6.7	4.0
Water Heating	7.5	6.5
Lights and Appliances	14.2	12.8
Total	32.6	27.3
ENERGY STAR ERI Index Target	58	48 ERI Index w/o PV
		48 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements  
for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	216
Carbon Dioxide (CO2) - tons/yr	2.7	Cooling	107
Sulfur Dioxide (SO2) - lbs/yr	15.0	Water Heating	101
Nitrogen Oxides (NOx) - lbs/yr	4.9	Lights & Appliances	252
		Total	676

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type C-1st-3bed  
230 Medical Park Blvd  
Petersburg, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 48**

## General Information

Conditioned Area	1141 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	12420 cubic ft.	Foundation	Slab
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	R-10.0 Edge, R-0.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.6	\$97	11%
Cooling	1.8	\$68	8%
Hot Water	7.2	\$269	30%
Lights/Appliances	12.8	\$473	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>24.5</b>	<b>\$908</b>	<b>100%</b>

## Criteria

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

TITLE

Company

Address

City, State, Zip

Phone #

Fax #

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

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type D-2nd-1bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
Petersburg, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type D-2nd-1bed		
Type D-2nd-1bed.blg		

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

### Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.9	2.9
Cooling	3.8	2.4
Water Heating	4.3	3.9
Lights and Appliances	10.7	9.6
Total	22.8	18.8
ENERGY STAR ERI Index Target	59	48 ERI Index w/o PV
		48 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

### ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	123
Carbon Dioxide (CO2) - tons/yr	1.8	Cooling	82
Sulfur Dioxide (SO2) - lbs/yr	10.2	Water Heating	60
Nitrogen Oxides (NOx) - lbs/yr	3.3	Lights & Appliances	193
		Total	458

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type D-2nd-1bed  
230 Medical Park Blvd  
Petersburg, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 48**

## General Information

Conditioned Area	753 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7240 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.0	\$73	11%
Cooling	1.1	\$41	6%
Hot Water	4.6	\$172	27%
Lights/Appliances	9.6	\$356	55%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>17.3</b>	<b>\$642</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 v16.3.4.1019**

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

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type E-2nd-2bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
Petersburg, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type E-2nd-2bed		
Type E-2nd-2bed.blg		

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

### Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	2.1	2.3
Cooling	5.1	3.2
Water Heating	6.0	5.3
Lights and Appliances	12.2	11.0
Total	25.4	21.7
ENERGY STAR ERI Index Target	58	49 ERI Index w/o PV
		49 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

### ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	140
Carbon Dioxide (CO2) - tons/yr	2.0	Cooling	82
Sulfur Dioxide (SO2) - lbs/yr	11.5	Water Heating	80
Nitrogen Oxides (NOx) - lbs/yr	3.8	Lights & Appliances	218
		Total	521

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type E-2nd-2bed  
230 Medical Park Blvd  
Petersburg, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 49**

## General Information

Conditioned Area	895 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9240 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	1.6	\$58	8%
Cooling	1.5	\$54	7%
Hot Water	6.0	\$222	30%
Lights/Appliances	11.0	\$407	55%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>20.0</b>	<b>\$741</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 v16.3.4.1019**

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

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type F-2nd-3bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
Petersburg, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type F-2nd-3bed		
Type F-2nd-3bed.blg		

Projected Rating: Based on Plans - Field Confirmation Required.  
Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.0	3.2
Cooling	6.8	3.9
Water Heating	7.5	6.5
Lights and Appliances	14.2	12.8
Total	31.5	26.4
ENERGY STAR ERI Index Target	57	47 ERI Index w/o PV
		47 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements  
for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	202
Carbon Dioxide (CO2) - tons/yr	2.6	Cooling	110
Sulfur Dioxide (SO2) - lbs/yr	14.8	Water Heating	101
Nitrogen Oxides (NOx) - lbs/yr	4.9	Lights & Appliances	252
		Total	665

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type F-2nd-3bed  
230 Medical Park Blvd  
Petersburg, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 47**

## General Information

Conditioned Area	1141 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	12420 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	NA	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.1	\$79	9%
Cooling	1.8	\$67	8%
Hot Water	7.2	\$268	30%
Lights/Appliances	12.8	\$473	53%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>24.0</b>	<b>\$888</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 v16.3.4.1019**

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

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type G-3rd-1bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
Petersburg, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type G-3rd-1bed		
Type G-3rd-1bed.blg		

Projected Rating: Based on Plans - Field Confirmation Required.  
Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	4.4	3.6
Cooling	3.9	2.7
Water Heating	4.3	3.9
Lights and Appliances	10.7	9.6
Total	23.3	19.8
ENERGY STAR ERI Index Target	60	50 ERI Index w/o PV
		50 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

## ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements  
for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	119
Carbon Dioxide (CO2) - tons/yr	1.8	Cooling	76
Sulfur Dioxide (SO2) - lbs/yr	9.9	Water Heating	60
Nitrogen Oxides (NOx) - lbs/yr	3.3	Lights & Appliances	193
		Total	447

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type G-3rd-1bed  
230 Medical Park Blvd  
Petersburg, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 50**

## General Information

Conditioned Area	753 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	7240 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	1		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.4	\$90	14%
Cooling	1.2	\$44	7%
Hot Water	4.6	\$172	26%
Lights/Appliances	9.6	\$356	54%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>17.9</b>	<b>\$662</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 v16.3.4.1019**

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

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type H-3rd-2bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
PETERSBURG, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type H-3rd-2bed		
Type H-3rd-2bed.blg		

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

### Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.3	3.7
Cooling	5.9	3.7
Water Heating	6.0	5.5
Lights and Appliances	12.2	11.1
Total	27.3	24.0
ENERGY STAR ERI Index Target	57	50 ERI Index w/o PV
		50 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

### ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	172
Carbon Dioxide (CO2) - tons/yr	2.1	Cooling	87
Sulfur Dioxide (SO2) - lbs/yr	12.0	Water Heating	68
Nitrogen Oxides (NOx) - lbs/yr	3.9	Lights & Appliances	214
		Total	540

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type H-3rd-2bed  
230 Medical Park Blvd  
PETERSBURG, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 50**

## General Information

Conditioned Area	895 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	9240 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	2		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	467	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	2.4	\$90	11%
Cooling	1.7	\$62	8%
Hot Water	6.3	\$234	29%
Lights/Appliances	11.1	\$411	52%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>21.5</b>	<b>\$796</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 v16.3.4.1019**

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

# ENERGY STAR v1.1 MF Home Report

Property	Organization	HERS
Type I-3rd-3bed	Sol design + consulting	ProjectedWorstCase
230 Medical Park Blvd	(513)455-8228	2024-03-06
PETERSBURG, VA 23805	Chris Dwyer	Rater ID:2783440
Weather:Richmond, VA	Builder	
Type I-3rd-3bed		
Type I-3rd-3bed.blg		

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

### Normalized, Modified End-Use Loads (MMBtu/yr)

	ENERGY STAR	As Designed
Heating	3.8	4.5
Cooling	6.9	4.4
Water Heating	7.5	6.5
Lights and Appliances	14.2	12.8
Total	32.4	28.1
ENERGY STAR ERI Index Target	57	49 ERI Index w/o PV
		49 ERI Index

HERS Index w/o PV <= ES HERS Index Target to comply.

### ENERGY STAR v1.1 MFNC (Rev 02) Requirements

X	Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
X	Windows meet the 2009 IECC Requirements
X	Duct insulation meets the EPA minimum requirements of R-6.
X	Mechanical ventilation system has been measured in the home.
X	Compartmentalization - actual home must have infiltration inputs that are <= 0.30 cfm50/sqft shell area.
X	ENERGY STAR Checklists fully verified and complete.



This home MEETS or EXCEEDS the energy efficiency requirements for designation as an EPA ENERGY STAR Version 1.1 Multifamily New Construction Home (Rev 02).

Pollution Prevented		Energy Cost Savings	\$/yr
Type of Emissions	Reduction	Heating	202
Carbon Dioxide (CO2) - tons/yr	2.6	Cooling	102
Sulfur Dioxide (SO2) - lbs/yr	14.6	Water Heating	101
Nitrogen Oxides (NOx) - lbs/yr	4.8	Lights & Appliances	252
		Total	656

The energy savings and pollution prevented are calculated by comparing the Rated Home to the Reference Home as defined in the Mortgage Industry National Home Energy Rating Systems Standards as promulgated by the Residential Energy Services Network (RESNET) . In accordance with these guidelines, building inputs affecting setpoints, infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads.

# Home Energy Rating Certificate

## Property

Type I-3rd-3bed  
230 Medical Park Blvd  
PETERSBURG, VA 23805

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 2024-03-06  
Registry ID:

Certified Energy Rater: Chris Dwyer  
Rating Number:

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

**HERS Index: 49**

## General Information

Conditioned Area	1141 sq. ft.	House Type	Apartment, end unit
Conditioned Volume	12420 cubic ft.	Foundation	Apt above enclosed space
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 9.0 HSPF. Clg: 16.0 SEER.
Water Heating:	Conventional, Electric, 0.93 EF, 40.0 Gal.
Duct Leakage to Outside	0.04 CFM25
Ventilation System	Exhaust Only: 80 cfm, 10.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-38.0	Slab	None
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	NA	Window Type	U-Value: 0.320, SHGC: 0.270
Above Grade Walls	R-26.0	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)	400	Clothes Dryer CEF	2.62
Dishwasher (kWh/yr)	270	Ceiling Fan (cfm/Watt)	0.00

## Estimated Annual Energy Cost

Use	MMBtu	Cost	Percent
Heating	3.0	\$110	12%
Cooling	2.0	\$74	8%
Hot Water	7.2	\$269	29%
Lights/Appliances	12.8	\$473	51%
Photovoltaics	0.0	\$0	0%
Service Charges		\$0	0%
<b>Total</b>	<b>25.0</b>	<b>\$926</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 v16.3.4.1019**

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

# **Tab G:**

Zoning Certification Letter (MANDATORY)



## Zoning Certification

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

### General Instructions:

1. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
2. The Engineer **must** be registered in the Commonwealth of Virginia.
3. 'Development Description' should be provided by the Owner.
4. 'Development Address' should correspond to I.A.2 on page 1 of the application.
5. 'Legal Description' should correspond to the site control document in the application.
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
7. 'Other Descriptive Information' should correspond with information in the application.
8. Any change in this Certification may result in disqualification of the application.

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com)



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

## Zoning Certification

**DATE:** 7/18/24

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

**RE:** ZONING CERTIFICATION

Name of Development: Malone Place

Name of Owner/Applicant: Malone Place Limited Partnership

Name of Seller/Current Owner: Petersburg South Associates, LLC

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

### DEVELOPMENT DESCRIPTION:

Development Address:

230 Medical Park Blvd, Petersburg, VA 23085

Legal Description:

See Attached.

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>76</u>	# Units	<u>1</u>	# Buildings	<u>91,512</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u>      </u>	# Units	<u>      </u>	# Buildings	<u>      </u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u>      </u>	# Units	<u>      </u>	# Buildings	<u>      </u>	Total Floor Area Sq. Ft.

## Zoning Certification, cont'd

Current Zoning: Multiple Dwelling District (R-4) allowing a density of  
14.52 units per acre, and the following other applicable conditions: N/A

Other Descriptive Information:

### LOCAL CERTIFICATION:

Check one of the following as appropriate:

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



Christopher Stubbs  
Signature

Christopher Stubbs  
Printed Name

Project Manager at Hoggard-Eure Assoc. PC.  
Title of Local Official or Civil Engineer

757. 484. 9670  
Phone:

7/17/24  
Date:

### NOTES TO LOCALITY:

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

## EXHIBIT "A"

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Petersburg, Virginia, containing 26.570 acres of land, more or less, together with the improvements thereon and described as Lot 5 on that certain subdivision plat prepared by Timmons Group, dated August 11, 2005, entitled "PLAT SHOWING A SUBDIVISION OF 100.634 ACRES OF LAND FOR THE CREATION OF LOTS 3, 4, 5 & 6 COMMONWEALTH MEDICAL PARK AND THE DEDICATION OF 2.921 ACRES OF LAND AS PUBLIC RIGHT OF WAY SITUATED ON THE EAST LINE OF SOUTH CRATER ROAD U.S. ROUTE 301 AND THE WEST LINE OF INTERSTATE 95 IN THE CITY OF PETERSBURG, VIRGINIA", a copy of which plat is recorded in the Office of the Clerk of the Circuit Court, City of Petersburg, Virginia ("Clerk's Office") in Plat Book 5, pages 300-301 and reference to which is hereby made for a more particular description.

LESS AND EXCEPT that portion of the property conveyed to the City of Petersburg, Virginia, a municipal corporation, by Deed of Gift, dated October 4, 2007, recorded December 20, 2007, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia as Instrument Number 070006804.

BEING a portion of the same property conveyed to Petersburg South Associates, a Virginia general partnership by deed from Crater South Associates, dated August 12, 1983, recorded August 15, 1983, in Deed Book 398, page 467, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia. Petersburg South Associates, LLC, a limited liability company, succeeded to the ownership of said real estate pursuant to a conversion from a general partnership as evidenced by Certificate filed in the aforementioned Clerk's Office January 31, 2003, as Instrument No. 03-00418.

# **Tab H:**

Attorney's Opinion (MANDATORY)

**Attorney's Opinion Letter**

July 18, 2024

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

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Malone Place  
Name of Owner: Malone Place Limited Partnership

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated July 18, 2024 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in 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 all applicable requirements of 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.

5. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose

purposes include the fostering of low-income housing.

6. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

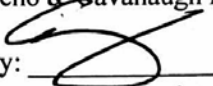
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code 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.

[SIGNATURES ON FOLLOWING PAGE]

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

Reno & Cavanaugh PLLC

By: 

EFrum (CV)  
Its: Member

## H. Attorney's Opinion

### Attorney's Opinion Letter

#### General Instructions

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

If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

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# RENO&CAVANAUGH<sub>PLLC</sub>

## Attorney's Opinion Letter ~~TAX EXEMPT~~

### VERSION

~~(This Form Must Be Included With Application)~~

**~~This Opinion Must Be Submitted Under Law Firm's Letterhead- Any changes to the form of opinion other than filing in blanks or making the appropriate selections in bracketed language must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions will still be subject to acceptance by the Authority.~~**

July 18, 2024

### **Date**

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

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Malone Place  
Name of Owner: Malone Place Limited Partnership

Dear Virginia Housing:

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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. [Select One]~~

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply

[Link-to-previous setting changed from on in original to off in modified.].

## RENO&CAVANAUGH PLLC

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

~~calculations.~~

OR

☐

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

3. [Select one]

3. ☐ The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

☐

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

5. ~~[Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

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

7. ~~[Delete if inapplicable]~~ 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.

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

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon 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.

Reno & Cavanaugh PLLC

~~Firm Name~~ By: \_\_\_\_\_

Its: Member

~~Title~~

<b>Summary report:</b> <b>Litera Compare for Word 11.7.0.54 Document comparison done on</b> <b>7/18/2024 10:56:07 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Tab H-2 4pct Attorneys Opinion 4867-7440-6865.1.docx	
<b>Modified filename:</b> Attorney Opinion - 2024 Tax Credit Reservation Request (Malone Place) 4876-0854-7281.6.docx	
<b>Changes:</b>	
<u>Add</u>	21
<del>Delete</del>	50
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	1
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	72

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

### Nonprofit Questionnaire

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

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

#### 1. General Information

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

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

- e. Tax exempt status ☒ 501(c)(3) ☐ 501(c)(4) ☐ 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) 06/26/1978  
Evidenced by the following documentation Certificate of Incorporation issued by the Virginia State Corporation Commission
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) January 11, 1980
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) Bay Aging's by-laws state, among other purposes, "to improve the quality of life in the communities served by the corporation by supporting the provision of housing and housing support services that provide them with decent and affordable housing." Bay Aging's Articles of Incorporation reiterate this purpose.
- i. Expected life (in years) of nonprofit Perpetual. The nonprofit plans to continue its 45 years of operation.

## Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:  
Bay Aging plans to continue offering affordable housing, public transportation, and health-based human services that address social determinants of health and support independent community living.
- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 171  
How many part time, paid staff members? 150  
Describe the duties of all staff members:  
Staff duties vary greatly depending on which company division or program. Divisions include Bay Health (Active Lifestyle Centers, Veterans Services, Adult Day Care, Meals on Wheels, Care Coordination, Home Care, etc.), Bay Transit (demand response public transportation), and Bay Housing (affordable single family and multifamily housing, property management, resident service coordination, housing choice voucher and homeless solutions).
- l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?  
☐ YES ☒ NO If yes, explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?  
Bay Aging currently has 638 actively registered volunteers.
- n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.  
Bay Health (Older Americans Act, Medical Reimbursement, State of Virginia Special Appropriations), Bay Transit (Federal Transit Administration, Virginia Department of Rail & Public Transportation, Local Gov't, Rider Fares), Bay Housing (HUD Section 202, CDBG, HOME, Dept of Energy, LIHEAP, VH SPARC, REACH & LIHTC, Southeast RCAP, Federal Home Loan Bank of Atlanta).
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses Attached and available upon request.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendices continued

### 2. Nonprofit Formation

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

## Appendices continued

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

### 3. Nonprofit Involvement

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

☒ YES    ☐ NO

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

☒ YES    ☐ NO

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

☐ YES    ☒ NO

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

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

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

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

## Appendices continued

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

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

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

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

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

☐ YES ☒ NO If yes,

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

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

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

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## Appendices continued

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

Malone Place was conceived on the direct need from the City of Petersburg for more affordable housing.

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

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

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

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

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

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

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

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

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

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## Appendices continued

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

\$35,000 from the developer fee.

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

The \$35,000 will be paid once the property has achieved 100% occupancy.

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

☐ YES ☒ NO If yes, explain:

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

☐ YES ☒ NO If yes, explain:

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## Appendices continued

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

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

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

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

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

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

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#### 4. Virginia and Community Activity

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

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

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

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

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

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

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## Appendices continued

- d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing? ☐ YES ☒ NO If yes, explain

Although Bay Aging's by-laws do not provide a formal process, all of the company's affordable housing programs have in place a formal process for client and community design, input, and/or communication/ information sharing. As a Commonwealth of Virginia designated Community Action Agency, the Board of Directors must include at least one-third (1/3) of members representing low-income.

- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

☒ YES ☐ NO

- f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

☒ YES ☐ NO If yes, explain:

On a periodic or annual basis, Bay Aging received financial contributions from local governments (cities and counties), private foundations, individual donors, and businesses. The company also receives significant financial support from funders such as VH, HUD, DHCD, VDA, VA and FTA.

- g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? ☐ YES ☒ NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

- h. Are at least 33% of the members of the board of directors representatives of the community being served? ☒ YES ☐ NO If yes,

(i) Low-income residents of the community? ☐ YES ☒ NO

(ii) Elected representatives of low-income neighborhood organizations? ☒ YES ☐ NO

- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

☒ YES ☐ NO

## Appendices continued

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

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

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

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

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

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

☐ YES ☒ NO If yes, explain:

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

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

Please see attached list.

## Appendices continued

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

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

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

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

☒ YES ☐ NO If yes, explain:

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

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

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

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

☐ YES ☒ NO If yes, explain the plan:

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## Appendices continued

### 5. Attachments

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

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

Date 7/3/2024

Owner/Applicant Malone Place Limited Partnership

By 

Its Authorized Representative

Title

Date 07/03/2024

Bay Aging

Nonprofit

By 

Board Chairman

By 

Executive Director

Nonprofit Questionnaire  
Bay Aging

2. Nonprofit Formation

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

**Bay Aging Foundation**

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

**Chesapeake Bay Housing, Inc.**

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

**Bay Aging Apartments Colonial Beach, Inc.**

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

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

**Bay Aging Apartments West Point, Inc.**

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

**Bay Aging Apartments Gloucester, Inc.**

- date of legal formation: 02/26/1999
- date of IRS 501(c)(3): 05/06/1999
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 64-unit rental housing facility in Gloucester, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Gloucester, Inc.

**Bay Aging Apartments Montross, Inc.**

- date of legal formation: 01/18/2000

- date of IRS 501(c)(3): 07/03/2000
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 24-unit rental housing facility in Montross, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Montross, Inc.

**Bay Aging Apartments Kilmarnock, Inc.**

- date of legal formation: 01/17/2002
- date of IRS 501(c)(3): 05/01/2002
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 22-unit rental housing facility in Kilmarnock, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Kilmarnock, Inc.

**Bay Aging Apartments Middlesex, Inc.**

- date of legal formation: 01/22/2003
- date of IRS 501(c)(3): 09/24/2003
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.

- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness, and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 25-unit rental housing facility in Urbanna, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Middlesex, Inc.

#### **Bay Aging Apartments Westmoreland, Inc.**

- date of legal formation: 03/17/2004
- date of IRS 501(c)(3): 11/09/2004
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance and operation thereof on a nonprofit basis.
- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 24-unit rental housing facility in Montross, VA controlled by the single-purpose owner corporation, Bay Aging Apartments Westmoreland, Inc.

#### **Bay Aging Apartments JCC, Inc.**

- date of legal formation: 02/23/2005
- date of IRS 501(c)(3): 09/14/2006
- expected life: Minimum of 40-year HUD Section 202 Supportive Housing for the Elderly Program compliance period.
- charitable purposes: The Corporation is organized exclusively for charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future United States internal revenue law, or to

the Secretary of Housing and Urban Development for the time being exclusively for a public purpose. In pursuance of the foregoing purposes, the Corporation shall have the power to provide elderly persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness, and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a nonprofit basis.

- relationship to the non-profit: Bay Aging is the original non-profit Sponsor that received a HUD funds reservation to develop and construct, and subsequently act as the Management Agent for, a 67-unit rental housing facility in Williamsburg, VA controlled by the single-purpose owner corporation, Bay Aging Apartments JCC, Inc.

## Non-profit Questionnaire - Attachment

Name of Development: Malone Place

### 4. Virginia and Community Activity

n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? **Yes.** If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

1. Warsaw Manor Apartments; Warsaw, VA; Application - March 2012 (funded); Non-profit partner (10% ownership); Principals- SEGM VA, LLC; GEM Management, Inc.; 8609 issued 09/12/14.
2. Brennan Pointe; Newport News, VA; Application - March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016, 8609 issued 12/20/2017.
3. The Banks at Berkley; Norfolk, VA; Application – March 2014 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; 2014 funded application; Placed in service 12/31/2016; 8609 issued 02/08/2018.
4. Academy Apartments, West Point, VA; Application – March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 10/05/2016; 8609 issued 08/28/2018.
5. Village Green, Gloucester, VA; Application - March 2015 (funded); Non-profit partner (10% ownership); Principals - SEGM VA, LLC; HEGM Corporation; GEM Management, Inc.; Placed in service 12/06/2016; 8609 issued 07/19/2018.
6. Timberland Park, Charlottesville, VA; Application – March 2016 (funded); Non-profit partner (10% ownership); Principals – Around the Curve LLC; Southeastern Housing Preservation, Inc.; Placed in service 12/26/2018; 8609 issued 08/5/2019.
7. Brennan Pointe II; Newport News, VA; Application - March 2016 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; Placed in service 10/31/2018; 8609 issued 06/21/2019.
8. Bermuda Crossing, Chesterfield County, VA; Application – March 2017 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; Credits returned by for-profit developer partner.
9. Freedman Point; Hopewell, VA; Application - March 2017 (funded); Non-profit partner (10% ownership); Principals - Woda Cooper Communities LLC; Placed in service 11/21/2019; 8609 issued 05/12/2021.
10. Daffodil Gardens Phase Two; Gloucester County, Virginia; Application – March 2017 (funded) and March 2019 10% additional credit request (funded); Sole Member of Chesapeake Bay Housing, Inc. which is the sole member of Daffodil Gardens Phase Two, LLC; Principals – Chesapeake Bay Housing, Inc.; units placed in service on 12/26/2022 and 8609 issued 09/14/2023.
11. Bickerstaff Crossing; Henrico, Virginia; Application – March 2018 (funded); Non-profit partner (10% ownership); Principals – Surber Development and Consulting, LLC; units placed in service 12/05/2022 and 8609 issued in year 2023.
12. Holley Pointe; Portsmouth, Virginia; Application – March 2019 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities LLC; Placed in service: 12/29/2021 and 8609 issued 01/25/2023.
13. Lambert Landing; Chester, Virginia; Application – March 2020 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities, LLC; units not yet place in service and 8609 not yet processed.
14. Bains Pointe; Portsmouth, Virginia; Application – March 2022 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities II, LLC; units not yet placed in service and 8609 not yet processed.
15. Rosenwald Pointe; Waynesboro, Virginia; Application – March 2023 (funded); Non-profit partner (10% ownership); Principals – Woda Cooper Communities II, LLC; units not yet placed in service and 8609 not yet processed.

# BAY AGING BOARD OF DIRECTORS – 2023-2024 PROGRAM YEAR

Total number of board members, as stated in current bylaws: 15.

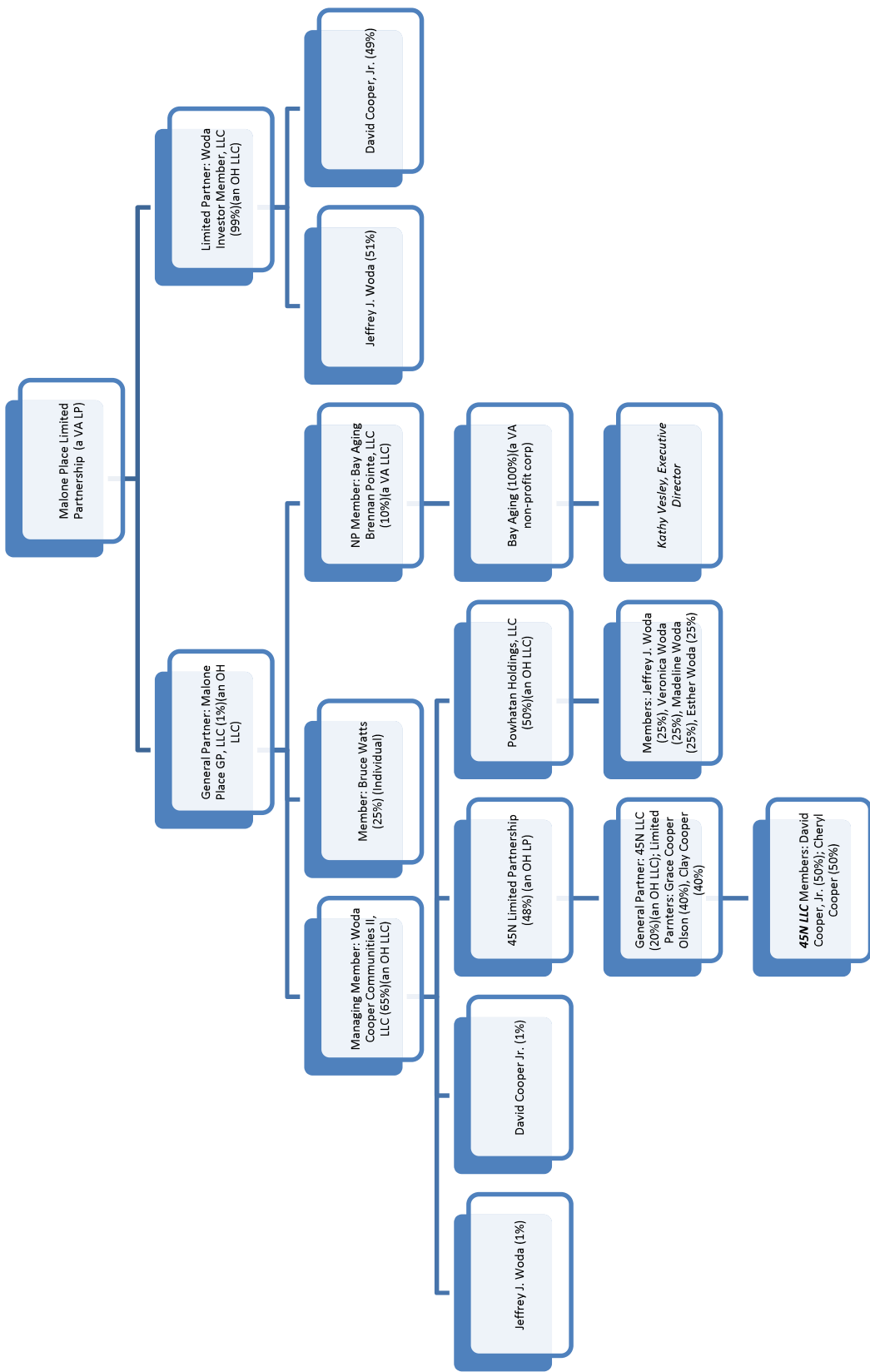
<b><u>REPRESENTATIVES OF ELECTED PUBLIC OFFICIALS</u></b>		<b><u>REPRESENTATIVES OF LOW INCOME FAMILIES</u></b>		<b><u>REPRESENTATIVES OF THE PRIVATE SECTOR</u></b>	
<b>Total # seats: 5</b>		<b>Total # seats: 5</b>		<b>Total # seats: 5</b>	
<b>Name:</b>	Ron Saunders	<b>Name:</b>	James N. Carter, Jr.	<b>Name:</b>	Charles Adkins, Esq.
<b>Representing:</b>	Gloucester County	<b>Elected by:</b>	Tartan Citizens Group	<b>Representing:</b>	King & Queen County
<b>Address:</b>	P.O. Box 691 Gloucester, VA 23061	<b>Address:</b>	P.O. Box 300 Irvington, VA 22480	<b>Address:</b>	2211 Royal Oak School Rd Shacklefords, VA 23156
<b>Term:</b>	10/01/2021 – 09/30/2026	<b>Term:</b>	10/01/2020-09/30/2025	<b>Term:</b>	10/01/2019-09/30/2024
Retired Virginia Dominion Power, Community Relations; active in community, civic organization and foundation		Works with Foundation at Rappahannock General Hospital; active community vol.		Retired King & Queen Co. Commonwealth Attorney; active community volunteer.	
<b>Name:</b>	Karen Lewis	<b>Name:</b>	James “Jim” Dudley	<b>Name:</b>	Reverend Athilla Maria Harris
<b>Representing:</b>	Westmoreland County	<b>Elected by:</b>	Port Town Village Citizens Group	<b>Representing:</b>	King William County
<b>Address:</b>	P.O. Box 1000 Montross VA 22520	<b>Address:</b>	244 Ridge Rd Hartfield, VA 23071	<b>Address:</b>	1796 E. River Road King William VA 23086
<b>Term:</b>	10/01/2019-09/30/2024	<b>Term:</b>	03/20/2019-09/30/2024	<b>Term:</b>	06/30/2023-06/30/2028
Assistant County Administrator and community volunteer/advocate		Retired Director of McGuire Veterans Medical Center; Retired Director of Medical Services for the Paralyzed Veterans of America; Vestry governing board of his Church		Reverend; active in her community and advocate for people with disabilities	
<b>Name:</b>	Bruce Craig	<b>Name:</b>	William E. “Bill” Doyle	<b>Name:</b>	Cynthia Talcott
<b>Representing:</b>	Northumberland County	<b>Elected by:</b>	Northumberland Active Lifestyle Center Members	<b>Representing:</b>	Richmond County
<b>Address:</b>	229 Greenway Place Heathsville, VA 22473	<b>Address:</b>	188 Orapax Rd Kilmarnock, VA 22482	<b>Address:</b>	285 Wood Duck Lane Farnham VA 22460
<b>Term:</b>	05/11/2022-05/11/2027	<b>Term:</b>	11/13/2020 – 09/30/2025	<b>Term:</b>	10/01/2019-09/30/2024
Retired from the Administration on Aging, a component of the Administration for Community Living; active volunteer through numerous organizations		Retired from a career in banking; Retired Vice President of Finance and Admin Services at Rappahannock Community College; Active in civic organizations and LEAD River Counties		Retired, worked with adults with disabilities in supported employment programs; active community volunteer	
<b>Name:</b>	Vera Lee	<b>Name:</b>	Belinda Johnson	<b>Name:</b>	Sieglende “Lynda” Smith
<b>Representing:</b>	Lancaster County	<b>Elected by:</b>	The Meadows Citizens Group	<b>Representing:</b>	Mathews County
<b>Address:</b>	P.O. Box 542 Kilmarnock, VA 22482	<b>Address:</b>	P.O. Box 1000 Montross, VA 22520	<b>Address:</b>	548 Main Street Mathews, VA 23109
<b>Term:</b>	10/01/2019 – 09/30/2024	<b>Term:</b>	03/13/2012 – 09/30/2027	<b>Term:</b>	10/01/2020-09/30/2025
Retired assistant to Children’s Library Director in Lancaster; Previous Director of Wellness, Child Care/Teen Center at Northern Neck YMCA; worked in Oncology at Rappahannock General Hospital for 20 years.		Works for Westmoreland Co.; advocate for the disenfranchised; volunteers through several civic organizations		Retired IT professional on Wall Street; Active member of Mathews Co. CERT and active community volunteer.	
<b>Name:</b>	Robert Wilbanks	<b>Name:</b>	Barry L. Gross, M.D.	<b>Name:</b>	Stanley Clarke
<b>Representing:</b>	Middlesex County	<b>Elected by:</b>	Gloucester Active Lifestyle Center Members	<b>Representing:</b>	Essex County
<b>Address:</b>	77 Wares Bridge Rd Church View, VA 23032	<b>Address:</b>	1602 York River Dr. Gloucester Point, VA 23062	<b>Address:</b>	P.O. Box 955 Tappahannock VA 22560
<b>Term:</b>	12/07/2021 – 09/30/2024	<b>Term:</b>	3/22/2023-3/22/2028	<b>Term:</b>	10/01/2023 - 09/30/2028
VP of IT at LifeSpire of Virginia; non-profit board/volunteerism experience; interested in the betterment of the community.		Practicing physician; Former 17yr CMO and EVP for Riverside Health System; very active in many health care related organizations		Retired Sheriff of Essex Co.; volunteers through his church and civic groups	

## 10/1/2022 – 9/30/2024 OFFICERS:

Mr. James Carter, Chair; Barry L. Gross, M.D., Vice-Chair;  
Mr. Stanley Clarke, Treasurer; Ms. Vera Lee., Secretary.

# Malone Place Limited Partnership

## Organizational Structure



# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**NOT APPLICABLE**

# Tab K:

Documentation of Development Location:

# Development Location Map



# **Tab K.1**

Revitalization Area Certification

2024 IRS SECTION 42(d)(5)(B) QUALIFIED CENSUS TRACTS  
(2020 Census and 2015-2019, 2016-2020, and 2017-2021 American Community Survey (ACS) Data; OMB Metropolitan Area Definitions, September 14, 2018)  
*\*Effective Date January 1, 2024*

METROPOLITAN AREA: Reno, NV MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Washoe County	1.03	1.05	1.06	2.01	2.02	7.02	9.00	10.17	10.18	10.19	12.03	12.04
	14.00	15.03	15.04	17.01	17.03	18.01	18.02	19.01	19.03	21.07	22.04	22.11
	22.12	27.03	30.02	31.12	9402.00							

METROPOLITAN AREA: Richmond, VA MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Chesterfield County	1001.07	1002.12	1003.00	1004.04	1004.05	1004.06	1004.10	1006.00	1008.06			
Henrico County	2001.53	2004.12	2004.17	2008.05	2008.07	2010.02	2011.03	2011.04	2012.05	2014.05	2014.06	
Prince George County	8501.00											
Colonial Heights city	8302.00	8304.00										
Hopewell city	8203.00	8205.00	8206.00	8207.00								
Petersburg city	8101.00	8104.00	8105.00	8106.00	8107.00	8112.00	8113.00					
Richmond city	103.00	108.00	109.00	110.00	201.00	202.00	203.00	204.00	209.00	210.00	212.00	301.00
	302.00	305.01	402.01	403.00	404.00	411.00	412.00	602.00	604.00	607.00	608.00	609.00
	610.01	706.01	707.00	708.02	708.03	708.04	709.01	709.02	710.03	710.04		

METROPOLITAN AREA: Riverside-San Bernardino-Ontario, CA MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Riverside County	305.02	305.03	310.02	402.03	402.04	403.04	411.01	414.10	416.01	417.03	417.04	420.10
	422.09	422.10	422.13	424.05	425.05	425.10	425.11	425.14	425.15	425.16	425.19	429.02
	430.03	430.06	433.07	433.08	433.09	433.10	433.13	434.01	434.03	434.04	434.05	435.03
	435.05	435.21	435.23	436.01	436.02	440.00	441.01	441.02	441.03	442.00	445.07	445.09
	445.10	445.15	445.16	445.21	445.23	445.24	446.05	447.02	449.07	449.11	449.26	449.30
	449.33	449.34	452.07	452.09	452.17	453.03	455.01	455.02	456.10	456.11	456.12	456.15
	456.16	456.18	456.19	457.03	457.04	457.06	457.07	457.08	457.09	461.01	461.02	462.00
	465.02	467.00	469.00	472.01	472.02	495.02	9401.00	9404.00				
San Bernardino County	3.05	3.07	10.02	13.05	15.03	15.04	16.00	24.03	28.04	30.00	31.02	33.01
	35.09	35.10	37.00	41.03	41.04	42.01	42.02	43.02	46.03	48.00	49.01	49.02
	53.00	54.00	55.01	55.02	56.01	56.02	57.01	58.00	62.03	62.04	63.01	63.03
	63.04	64.01	65.01	65.02	67.00	70.01	73.03	74.08	74.10	76.03	76.05	76.06
	87.10	89.01	91.31	91.32	91.33	91.34	94.00	95.01	95.02	97.12	97.21	97.27
	98.00	99.11	99.12	99.13	99.14	99.16	99.18	100.10	100.11	100.14	100.32	100.33
	104.02	104.10	104.20	104.24	104.27	104.33	104.34	104.35	104.36	107.00	117.00	118.02
	120.02	121.03	121.06	125.00	251.00							

METROPOLITAN AREA: Roanoke, VA MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Roanoke city	1.00	5.00	9.00	10.00	12.00	24.00	25.01	25.02	26.00			

METROPOLITAN AREA: Rochester, MN MSA												
COUNTY OR COUNTY EQUIVALENT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT	TRACT
Olmsted County	1.00	2.00	3.00	5.00	17.01							



## 2023 and 2024 Small DDAs and QCTs

### Overview of 2023 and 2024 Small DDAs and QCTs

The 2024 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2024. The 2024 QCT designations use tract boundaries from the 2020 Decennial census. The 2024 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2010 Decennial census. The designation methodology is explained in the [Federal Register notice](#) published September 21, 2023.

Current zoom: 11

Select Year:

☒ 2024 ☐ 2023

Select Layer(s):

☒ LIHTC Projects (Zoom 11+)

☒ FMR Outlines (Zoom 4+)

☒ Difficult Development Areas (Zoom 7+)

Non-Metro Difficult Development Areas

Small Difficult Development Areas

☒ Color QCT Qualified Tracts (Zoom 7+)

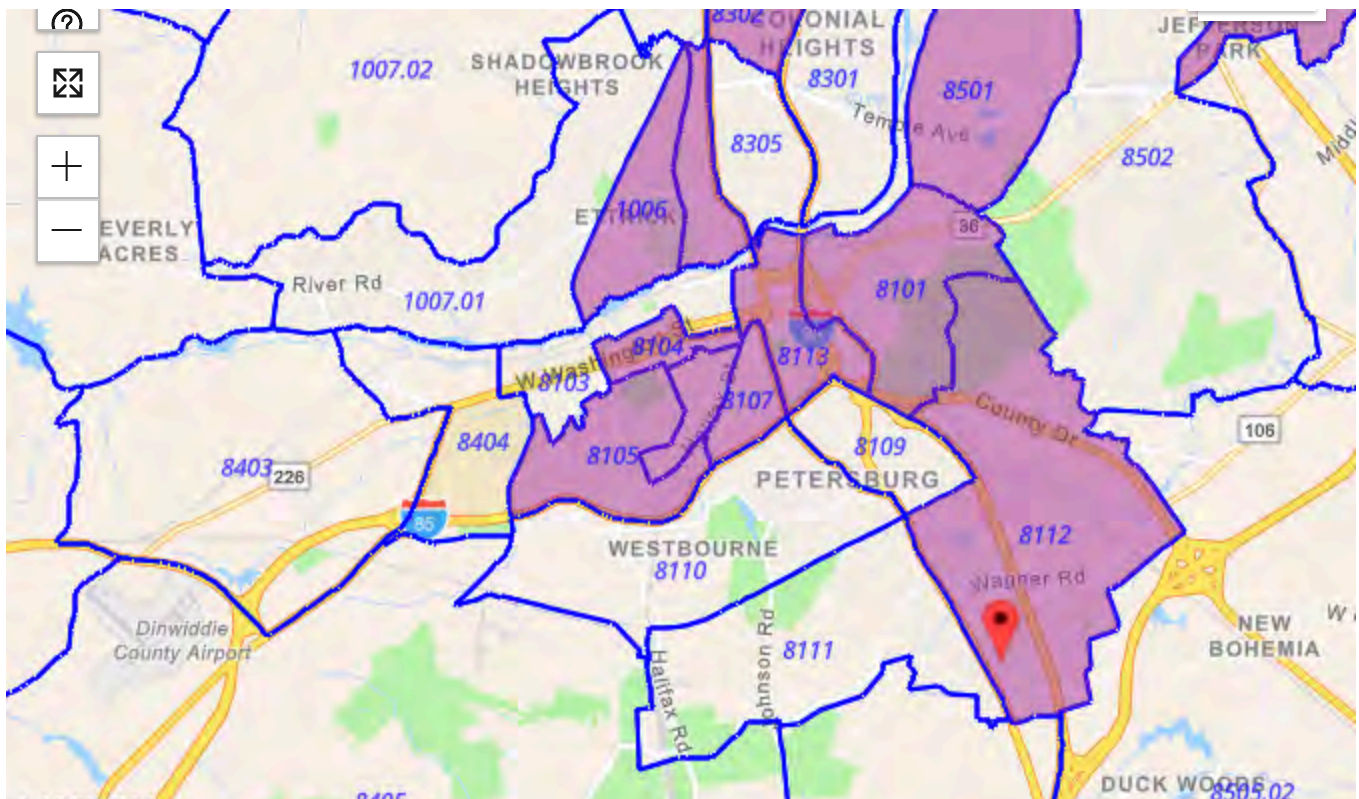


☒ Tracts Outline (Zoom 11+)



230 Medical Park Blvd, Pe





VGIN, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA, U... Powered by Esri

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**Note:** Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

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# **Tab K.2**

Surveyor's Certification of Proximity to  
Public Transportation using Virginia  
Housing template



## Surveyor's Certification of Proximity to Transportation

### General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department  
taxcreditapps@virginiahousing.com.

Date 07.08.24

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development Malone Place

Name of Owner Malone Place Limited Partnership

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

☐ 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; OR

☒ 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name Hoggard-Eure Associates

By J. STEPHEN FERGUSON

Its PRESIDENT Title



# **Tab L:**

PHA / Section 8 Notification Letter

### PHA or Section 8 Notification Letter

If you have any questions, please contact the Tax Credit Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com). **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

**NOTE:** Any change to this form letter may result in a reduction of points under the scoring system.

## Appendices continued

### PHA or Section 8 Notification Letter

Date 6/27/2024

To Petersburg Redevelopment & Housing Authority  
128 Annex South Sycamore St  
Petersburg, VA 23803

RE: Proposed Affordable Housing Development

Name of Development Malone Place

Name of Owner Malone Place Limited Partnership

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on October 1, 2026 (date).

#### **The following is a brief description of the proposed development:**

Development Address 230 Medical Park Boulevard, Petersburg, Virginia 23805

---

---

#### **Proposed Improvements:**

<input checked="" type="checkbox"/> New Construction:	<u>76</u> #Units	<u>1</u> #Buildings
<input type="checkbox"/> Adaptive Reuse:	_____ #Units	_____ #Buildings
<input type="checkbox"/> Rehabilitation:	_____ #Units	_____ #Buildings

#### **Proposed Rents:**

<input type="checkbox"/> Efficiencies:	\$ _____ /month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>540/955/1200/1225</u> /month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>625/1120/1340/1380</u> /month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>1245/1575/1600</u> /month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____ /month

#### **Other Descriptive Information:**

All of the units will have air conditioning, dishwasher, refrigerator, stove, mini blinds, ample storage space, and  
attractive open designs. The development will include a minimum 749 square foot community room featuring  
spaces that can be used by residents for recreational purposes. In addition, there will be office for service  
providers too. There will also be ample on-site parking.


## Appendices continued

### PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (\_\_\_\_) \_\_\_\_ - \_\_\_\_ .

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

Sincerely yours, 

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Seen and Acknowledged By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_



July 16, 2024

Dear Customer,

The following is the proof-of-delivery for tracking number: 777401612692

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**Delivery Information:**

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<b>Status:</b>	<b>Delivered</b>	<b>Delivered To:</b>	Shipping/Receiving
<b>Signed for by:</b>	E.Rawlings	<b>Delivery Location:</b>	128 S SYCAMORE ST
<b>Service type:</b>	FedEx Priority Overnight		
<b>Special Handling:</b>	Deliver Weekday		PETERSBURG, VA, 23803
		<b>Delivery date:</b>	<b>Jul 16, 2024 09:51</b>

---

**Shipping Information:**

---

<b>Tracking number:</b>	777401612692	<b>Ship Date:</b>	Jul 15, 2024
		<b>Weight:</b>	1.0 LB/0.45 KG

<b>Recipient:</b> is Petersburg Redev & Housing Auth, 128 Annex South Sycamore St. PETERSBURG, VA, US, 23803	<b>Shipper:</b> Casie Hutchinson, Woda Cooper 500 S Front St Columbus, OH, US, 43215
---	---

Signature Proof of Delivery is not currently available for this Tracking Number. Availability of signature images may take up to 5 days after delivery date. Please try later, or contact Customer Service at 1.800.Go.FedEx(R) 800.463.3339.

Thank you for choosing FedEx

# Tab M:

Intentionally Blank

**NOT APPLICABLE**

# **Tab N:**

Homeownership Plan

**NOT APPLICABLE**

# **Tab O:**

Plan of Development Certification Letter

**NOT APPLICABLE**

# **Tab P:**

Zero Energy or Passive House documentation for  
prior allocation by this developer

**NOT APPLICABLE**

# **Tab Q:**

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

**MALONE PLACE  
MEMORANDUM OF UNDERSTANDING**

**THE OWNER**

Malone Place Limited Partnership

AND

**THE REAL ESTATE DEVELOPER**

Woda Cooper Development, Inc.

AND

**THE PROPERTY MANAGER**

Woda Management & Real Estate, LLC

AND

**RESIDENT SERVICE PROVIDER**

District 19 Community Services Board

**I. BACKGROUND AND INTENT**

This Agreement for services entered into July 15, 2024 is between Malone Place Limited Partnership (“Malone Place LP”), Woda Cooper Development, Inc., Woda Management & Real Estate, LLC (“WMRE”), and the District 19 Community Services Board (“D19 CSB”). The purpose of this Memorandum of Understanding is to encourage cooperation between Malone Place LP, Woda Cooper Development, Inc., WMRE, and D19 CSB to further detail the separate and distinct roles and responsibilities of each party. The proposed development is called Malone Place and is located at approximately 230 Medical Place Boulevard, Petersburg, VA and is approximately 23.46 +/- acres. The site is identified in Exhibit A attached hereto. Malone Place will be a 76-unit affordable housing development. The target population for at least 10% of the units (8 units) will have a preference for individuals or families with Intellectual and/or Developmental Disabilities (I/DD) or persons with Serious Mental Illness (SMI) or are homeless, at-risk of homelessness or who have multiple barriers to independent living. Services for tenants enrolled in D19 CSB PSH (as defined below) will be provided under a separate service agreement.

D19 CSB Permanent Supportive Housing (PSH) provides supportive housing for a minimum of 60 individuals with disabilities living in the catchment area. Malone Place agrees to reserve eight (8) units for participants in D19 CSB PSH. D19 CSB PSH agrees to provide rental assistance and intensive community-based support services to assist individuals with serious mental illnesses and/or developmental disabilities with obtaining and retaining stable housing in the community.

While staff titles may change, it anticipated that the Property Manager, Case Manager, and Resident Service Provider will be the primary staff titles at this time. Service coordination and housing related services will be provided by D19 CSB, which will serve as the Resident Service

Provider for individuals enrolled in D19 CSB PSH. The D19 CSB has staff who will provide supportive housing services, perform housing case management activities including initial assessments, completing Support Service Plans, providing referrals and linkages to appropriate services, developing relationships with partner service agencies, encouraging tenant participation in appropriate services, and coordinating onsite in the community and supportive service rooms or offsite activities for D19 CSB PSH tenants. D19 CSB will provide D19 CSG PSH tenants with several services and/or linkages to local service agencies (as-needed) which include tenant stabilization, building support systems, basic tenant needs, benefit assistance, employment related services, healthcare, telehealth or virtual healthcare, mental health, independent living skills such as financial management and budget counseling, benefits counseling, employment training and services, literacy services when necessary, assistance with obtaining transportation, training in the use of public transportation, and referral to other agencies for other needs. Onsite services can be provided in the Resident Service Provider onsite office, the homes of the tenants or in the private, HIPAA compliant room that will be dedicated to onsite physical and behavioral healthcare services.

D19 CSB and WMRE may utilize the designated office space to deliver services and rules around use of meeting spaces, create tenant selection plans with a focus on reducing barriers, limited criminal screening, and conducting individualized assessments in accordance with DPOR's Model Policy for Tenant Screening, reporting, and outcomes data, tenancy support services.

## **II. ROLES AND RESPONSIBILITIES**

### **Roles of Malone Place LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and District 19 Community Services Board**

It is understood that Malone Place LP, Woda Cooper Development, Inc., WMRE, and D19 CSB must work together as a team to effectively meet the needs of D19 CSB PSH tenants requesting services. This level of collaboration will require exceptional, thorough and timely communication between all parties. However, the parties to this agreement understand their separate and distinct responsibilities.

#### **Role and Responsibility of Malone Place LP**

Malone Place LP is the project owner. As such, Malone Place LP will make all major decisions relating to the development of the project. The project owner is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of Woda Cooper Development, Inc.**

Woda Cooper Development, Inc. is the real estate developer. Woda Cooper Development, Inc. will assemble and submit a Low-Income Housing Tax Credit ("LIHTC") application to the Virginia Housing ("VH"), secure all local, state, and federal government approvals and the financing necessary to develop the project. The real estate developer is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of Woda Management & Real Estate, LLC**

WMRE is the property manager. WMRE will be responsible for the overall operations of Malone Place LP which include for managing and maintaining the project, marketing, pre-leasing, lease-up, tenant move outs, and compliance with local, state, and federal programs. The property

manager is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of District 19 Community Services Board**

District 19 Community Services Board is a service provider. District 19 Community Services Board will provide eligible tenants of Malone Place with the services and referrals specified in this MOU. District 19 Community Services Board agrees to assess the needs of eligible residents and develop with the Malone Place management team, a plan to deliver services and provide every interested resident with information and referrals to local, state, and federal resources. All onsite services will be performed and conducted in designated programmatic space within the community space of Malone Place as denoted in the architectural drawings. Services may also be offered off-site or online as needed. The service provider is committed to the sustained availability of supportive services along with housing stability and eviction prevention.

#### **Role and Responsibility of all Parties**

The above-mentioned parties agree in the performance of services and Malone Place LP agrees as the project owner, that tenant and client rights are respected and complied with not only as a matter of principle, but also as a matter of practice.

### **III. SCOPE OF SERVICES AND EXPECTATIONS**

#### **Malone Place LP**

Malone Place LP is the project owner and will be responsible for asset management and will directly:

- Ensure that all regulatory and funding requirements are met.
- Establishes and maintains an annual budget for service coordination.
- Arrange for liability and property insurance for this project.
- Pay all taxes associated with this project.

#### **Woda Cooper Development, Inc.**

Woda Cooper Development, Inc. is the real estate developer and will:

- Research, analyze, and select the project site.
- Research and develop financing sources.
- Prepare and submit a LIHTC application to VH.
- Prepare and submit financing applications and other requirements of both private and government lenders.
- Secure all local, state, and federal government approvals and the financing necessary to develop and construct the project.
- Solicit, negotiate, and coordinate the work of all project stakeholders including, but not limited to the following: architect, environmental, general contractor, legal, finance/development, and property management.
- Coordinate all activities related to acquisition.
- Manage construction of the project.

### **Woda Management & Real Estate, LLC**

Woda Management & Real Estate, LLC is the property manager and will:

- Efficiently manage the operations of the project.
- Prepare a management plan and Affirmative Fair Housing Marketing Plan.
- Hire all on-site staff including the property manager and maintenance technician.
- Handle all lease-up efforts and continually market the property for-lease as necessary.
- Work with District 19 Community Services Board, the service provider, non-profits, and local and state organizations to request referrals for potential tenants and supportive services.
- Ensure compliance with local, state, and federal program guidelines as it pertains to the property operations and leasing efforts.

### **District 19 Community Services Board**

District 19 Community Services Board is the resident service provider and will provide the following services on-site, at their offices, or virtually when available and appropriate. These services may be provided directly or through linkages with the service providers. Please see the below list of services which is not exhaustive of all services available.

- Identify D19 CSB PSH participants who would like to live in units at Malone Place and assist with completing applications for tenancy.
- Provide and administer rental subsidy for eligible PSH participants.
- Provide intensive housing-focused supportive services, mental health case management for D19 CSB PSH participants with serious mental illness.
- Assist D19 CSB PSH participants in understanding their rights and responsibilities under fair housing and tenant/ landlord laws. This includes responsibilities of a tenant under a lease, such as paying rent in a timely manner and requesting a repair.
- Under certain conditions or situations, D19 CSB housing staff may assist a D19 CSB PSH tenant in dissolving the lease agreement with the landlord prior to the lease term ending.
- Work collaboratively with Malone Place staff to promote housing stability.

## **IV. COMMUNICATION**

Malone Place LP, Woda Cooper Development, Inc., WMRE, and District 19 Community Services Board staff must work together as a team to effectively meet the needs of the Supportive Housing Tenant. This level of collaboration will require communication among all parties.

All parties agree to keep one another reasonably informed through regular contacts with respect to property management issues, tenant matters, lease violations, rent default notices, and the provision of support services to Supportive Housing Tenants. All parties agree to ensure continuing linkages for the duration of the compliance period.

All parties agree to advise one another of highly pertinent matters in the delivery of supportive services and understand that each is bound by confidentiality standards regarding the exchange of client information. Appropriate releases will be secured when confidential client information needs to be shared. In addition, all parties agree that the programs and services available shall be provided

to the benefit of the qualified households or tenants who shall reside at Malone Place, subject to determination of eligibility and desire of households to receive them.

WMRE and District 19 Community Services Board will work together to develop options that may be used as an alternative to eviction. As such, the team will utilize an eviction prevention plan and incorporate processes which will include guidelines that address eviction prevention, repayment plans, and other lease violations.

In the event that a PSH tenant becomes at risk for eviction and when feasible, eviction prevention plans will be utilized as an alternative to eviction.

## **V. GENERAL TERMS**

**Terms.** This Agreement will begin effective July 15, 2024 and will continue through July 15, 2025. This Agreement will be reviewed annually by D19 CSB and upon approval by D19 CSB not later than two (2) months prior to the annual termination date, shall be renewed with the same terms and conditions annually thereafter except where either party provides written notice of non-renewal not less than two (2) months before the annual termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination below.

**Dispute Resolution.** The parties agree to use their best efforts to fulfill their respective responsibilities described in this Agreement. If, in the reasonable and good faith determination of one of the parties hereto, the other party(ies) is/are not adequately fulfilling such responsibilities, such complaining party must give notice thirty (30) days in advance to the other party(ies), describing in detail what responsibility is not being fulfilled, and allow the other party(ies) that time to correct or remedy the situation. If, after such notice and reasonable period of time to correct or remedy the situation, the other party(ies) has/have still failed to fulfill adequately the responsibilities under this Agreement, the complaining party(ies) shall have the right to terminate this Agreement.

**Termination.** Either party may terminate this Agreement by giving the other party sixty (60) days prior written notice. The party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

**Confidentiality.** Malone Place LP, Woda Cooper Development, Inc., WMRE, and District 19 Community Services Board agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project. Malone Place LP, Woda Cooper Development, Inc., WMRE, and District 19 Community Services Board agree that they will not at any time disclose confidential information and/or material without the consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement. Notwithstanding the foregoing, all parties hereto acknowledge and agree that D19 CSB is subject to the Virginia Freedom of Information Act, Code

of Virginia (1950, as amended) § 2.2-3700, et seq. ("FOIA"). The entirety of this Confidentiality provision is subject and subordinate to D19 CSB's obligations under FOIA and D19 CSB shall not be in default hereunder for making any disclosures that are required by its obligations under FOIA, or that are reasonable and necessary in connection with D19 CSB's coordination and provision of services to their clients, in each case in D19 CSB's reasonable determination.

**Applicable Law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Virginia, without giving effect to conflicts of laws principles. Venue for any disputes under this Agreement shall lie in Virginia.

**Nondiscrimination.** There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operations of the project by Malone Place LP, Woda Cooper Development, Inc., WMRE and District 19 Community Services Board.

**Severability.** In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

**Amendments.** This Agreement may be amended only in writing and authorized by the designated representative of Malone Place LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and District 19 Community Services Board.

**Indemnity.** Each party to this Agreement hereby agrees to the extent permitted by law to indemnify, defend and hold harmless, the other party(ies), including the respective officers, directors and employees of the indemnified party and their agents, and the Project from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards, and from costs and expenses, (including without limitation reasonable attorneys' fees) arising directly or indirectly, in whole or in part, out of the negligence, willful misconduct or omissions of the indemnifying party or any of its partners, officers, directors, agents or employees. The provisions of this Section shall survive termination of this Agreement and any transfer or conveyance of the Project or of any interest in the Project.

**Counterparts.** This Agreement may be signed in multiple counterparts, each of which will be an original, and all of which together shall constitute one and the same document. The parties agree that a signature affixed to any counterpart of this Agreement and delivered by facsimile or email shall be valid, binding and enforceable against such party, it being understood that all parties need not sign the same counterpart.

## **VI. PRIMARY CONTACTS**

**Owner: Malone Place Limited Partnership**

Name: Gregory Mustric

Phone: 614-396-3222

Email: [gmustric@wodagroup.com](mailto:gmustric@wodagroup.com)

**Real Estate Developer: Woda Cooper Development, Inc.**

Name, Title: Gregory Mustric, Vice President

Phone: 614-396-3222

Email: [gmustric@wodagroup.com](mailto:gmustric@wodagroup.com)

**Property Manager: Woda Management and Real Estate, LLC**

Name, Title: Kathleen Osterman, Regional Vice President

Phone: 614-396-3200

Email: [kosterman@wodagroup.com](mailto:kosterman@wodagroup.com)

**Resident Service Provider: District 19 Community Services Board**

Name, Title: Terrelle Stewart, LPC, CPSC, Executive Director

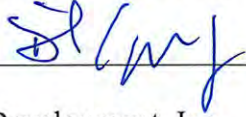
Phone: 804-731-5149

Email: [TStewart@d19csb.com](mailto:TStewart@d19csb.com)

## Signature Page

Signed:   
Authorized Representative  
Malone Place Limited Partnership

Date: 7/18/24

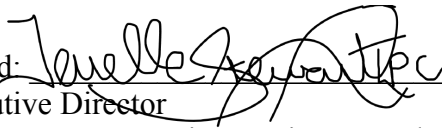
Signed:   
President  
Woda Cooper Development, Inc.

Date: 7/18/24

Signed:   
President  
Woda Management & Real Estate, LLC

Date: 7/18/24

**Signature Page**

Signed:   
Executive Director  
District 19 Community Services Board

Date: 7/17/2024

**Exhibit A**







**Eric Wright**

**Development Analyst**

Woda Cooper Companies, Inc.

500 S. Front St., 10th Floor Columbus OH 43215

[ewright@wodagroup.com](mailto:ewright@wodagroup.com)

(202) 905-7719

7/5/2024

Subject: HUD Utility Model Methodology for Malone Place

### Methodology

The Utility Analysis for the project was achieved by using the HUD Utility Schedule Model. This model calculates the schedule by housing types after entering utility rates from the local utility company and degree day weather information for the locality being analyzed.

This version of the Model eliminates anomalous results by simplifying the algorithms to ensure proper sequencing of consumption estimates across bedroom sizes and/or structural types.

A copy of the HUD Energy Model Excel Spreadsheet is attached that shows the climate data and tariffs used to calculate the analysis of the unit types. If rates for a utility service were not available online, data from the actual units in the project was used for that service.

The enclosed energy consumption model report includes the following:

- \* A Project Summary (page 2)
- \* Estimated monthly utility cost projections per HUD guidelines per property and per unit type (pages 3)
- \* Sol's relevant experience and statement of non-relationship, non-affiliation with the project owner (page 4)
- \* Sol's company profile along with relevant staff resumes (pages 5-11)

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sanyog B. Rathod'.

**Sanyog B. Rathod, AIA, LEED AP + Homes**

President, Sol Developments LLC

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-939-8400, Fax: 513-455-8227

Email: [sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)

A handwritten signature in blue ink, appearing to read 'Christopher M. Dwyer'.

**Christopher M. Dwyer**

Vice President, Energy - Sol Developments LLC RESNET Rater # 2783440

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-884-7415, Fax: 513-455-8227

Email: [chrisd@solconsults.com](mailto:chrisd@solconsults.com)

Malone Place - Utility Allowance Calculator

2024-07-05

Project Contact	Eric Wright
Client Phone	(202) 905-7719
Client email	<a href="mailto:erwright@wodaconsulting.com">erwright@wodaconsulting.com</a>

Contact Position	Development Analyst
Company	Woda Cooper Companies, Inc.
Company Address	500 S. Front St., 10th Floor

PROJECT SUMMARY -		Malone Place						Total Utility Allowance (\$/month)	LIHTC Units by Property by Bedroom Count					Utility or Service for Property							
		HUD Project Classification		TOTAL	LIHTC	Green Discount															
Property	Street Address	City, ST Zip	Small or Large Apt?	# of Units	# of Units	Certification Type															
								0 BR	1 BR	2 BR	3 BR	5 BR	Space Heating	Cooking	Other Electric	Air Conditioning	Water Heating	Water	Sewer		
1	Malone Place	230 Medical Park Blvd	Petersburg, VA 23805	Large Apartment Bldgs. (5+ units)	76	76	LEED	\$	9,397		14	44	18		Electric Heat Pump	Electric	Electric	Electric	Electric	Tenant Pays	Tenant Pays



## Malone Place - Utility Allowance Calculator

**Property** Malone Place  
230 Medical Park Blvd Petersburg, VA 23805

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban  
Development

Office of Public and Indian Housing

Locality		Green Discount		Unit Type			Date (mm/dd/yyyy)
Petersburg, VA 23805		LEED		Large Apartment Bldgs. (5+ units)			07/05/24
Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Electric Heat Pump	8.63	10.15	12.05	13.54	14.77	15.66
Cooking	Electric	3.31	3.89	5.63	7.37	9.11	10.85
Other Electric	Electric	12.49	14.69	20.44	26.19	31.94	37.69
Air Conditioning	Electric	4.82	5.67	7.86	10.04	12.40	14.78
Water Heating	Electric	8.03	9.44	12.05	14.66	17.27	19.88
Water	Tenant Pays	8.45	9.74	18.40	31.37	44.35	57.33
Sewer	Tenant Pays	19.11	22.06	41.73	71.22	100.72	130.21
Trash Collection	NA						
Range/Microwave	NA						
Refrigerator	NA						
[Specify OTHER HERE]	NA						
<b>TOTAL (per unit type)</b>		65	76	118	174	231	286
<b>Unit count (by bedroom)</b>		0	14	44	18	0	0
<b>TOTAL (all units)</b>		0	1059	5199	3139	0	0
<b>TOTAL Monthly Allowance (Project)</b>		\$					<b>9,397</b>



**Eric Wright**

**Development Analyst**

Woda Cooper Companies, Inc.

500 S. Front St., 10th Floor Columbus OH 43215

[ewright@wodagroup.com](mailto:ewright@wodagroup.com)

(202) 905-7719

7/5/2024

Subject: Statement of Sol experience and non-affiliation with ownership of Malone Place

Dear Eric Wright,

We have attached copies of our firm profile and resumes which should suffice as a description of our experience in affordable housing and energy analysis, including Energy Ratings, Energy Star Multifamily New Construction, Green Certification Programs (LEED, EGC, NGBS, PHIUS), and utility-sponsored incentive programs.

Sol design + consulting is an Energy Star Homes Rater (see attached listing), and Chris Dwyer is the RESNET-certified HERS Rater and QAD Provider, ASHRAE Building Commissioning Professional and ASHRAE Building Energy Model Professional.

This letter is also to certify that Sol design + consulting, LLC. is not affiliated with the ownership of Malone Place project, as defined in Section 267(b) or 707(b) of the IRS regulations.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sanyog B. Rathod'.

**Sanyog B. Rathod, AIA, LEED AP + Homes**

President, Sol Developments LLC

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-939-8400, Fax: 513-455-8227

[Email: sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)

A handwritten signature in blue ink, appearing to read 'Christopher M. Dwyer'.

**Christopher M. Dwyer**

Vice President, Energy - Sol Developments LLC RESNET Rater # 2783440

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-884-7415, Fax: 513-455-8227

[Email: chrisd@solconsults.com](mailto:chrisd@solconsults.com)

# *Sol design + consulting is a leader in sustainable design, green affordable housing, and high-performance retrofits.*

## **Firm History**

Sol design + consulting was formed in 2006 by architect Sanyog Rathod, AIA, as a one-person firm providing a range of green building design and consulting services. The firm is dedicated to facilitating the balance of economic, environmental and social considerations early in project development.

Sol quickly became a regional leader in LEED Homes Midrise certification, developing a specialty in multifamily affordable housing and commercial mixed-use developments. As the firm has grown it has broadened its focus to include certifications such as Passive House and Living Building Challenge, and has expanded its services to include design-stage consulting for architects and architectural design on select high-performance projects.

Today the company is growing at double digit rates, employs 14 professionals (including 4 staff with PHIUS certifications), and is actively recruiting top candidates for new green building positions.

## **By the Numbers**

- Over 450 projects certified (over 8,000 units)
- 202 affordable housing projects
- 134 multifamily housing projects
- Over 50 multifamily retrofit projects
- Certified the largest LEED Homes project in the world (617 units in one phase): Riyadh
- 14 full-time staff
- Offices in Cincinnati and Cleveland

## **Key Clients**

Woda Group | National Church Residences | The Model Group | General Electric | Carter USA  
Burgess and Niple | Habitat for Humanity

## **Services**

Passive House | ENERGY STAR | Zero Energy Ready Homes  
LEED | Enterprise Green Communities | Living Building Challenge

## **Capabilities**

Energy modeling | Daylight simulation | Life Cycle Assessment | Hygrothermal analysis  
Thermal bridging analysis | Building diagnostics | Testing & verification | Architectural design



## *Relevant work:* *Net Zero Energy, Passive House, affordable housing, and high-performance retrofits*



### **Fairwood Commons** - New Construction - PHIUS+ LEED Platinum

This affordable senior living development is on track to become the first multifamily Passive House in Ohio. Sol is providing CPHC, PHIUS+ Rater, and LEED Provider services. We worked closely with the project team during design to develop constructable, cost-effective details that could achieve PHIUS performance requirements on budget. We are also providing construction-phase testing and verification services.



### **Terminal Tower** - Retrofit - Enterprise Green Communities

A retrofit of an iconic 1930 high-rise in Cleveland, Ohio. Sol is providing energy modeling and EGC consulting services for a substantial retrofit of 300 units. The project incorporates new wall insulation, upgraded HVAC systems, and high-efficiency lighting and appliances. The result in an estimated 28% reduction in energy use from the baseline model.



### **The Standard Building** - Retrofit - Enterprise Green Communities

A retrofit of a 350,000 s.f. historic building in Cleveland, Ohio. Sol provided energy audit, energy modeling and EGC consulting services. The project is on track to achieve an estimated 21% reduction in energy use as a result of the improvements, which include refurbished windows, updated HVAC and DHW systems, and efficient appliances.



### **Price Hill Will Retrofit Analysis** - Retrofit - Energy & financial analysis

Price Hill Will, a nonprofit redevelopment corporation in Cincinnati, Ohio, retained Sol to determine the best use of limited project budgets to achieve deepest energy savings in their residential retrofits. Sol provided energy modeling and financial payback analysis on a dozen prototypical properties in order to identify the most cost-effective set of strategies. We also identified characteristics of a "better than cash neutral" property, in which increase in mortgage was more than offset by energy cost savings.

## REALIZE INDUSTRIALIZED RETROFITS - Firm Qualifications



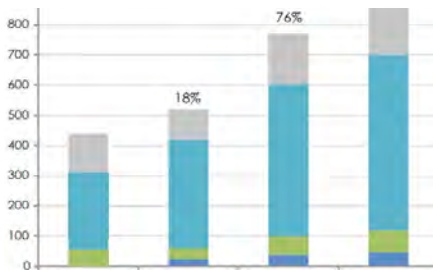
### Muncy Greene - New Construction - PHIUS+

Muncy Greene is a 60-unit semi-detached Passive House targeted affordable senior housing development in Muncy, Pennsylvania. Sol is providing CPHC, PHIUS+ Rater, and Enterprise Green Community certification services.



### Prescott Greene - Retrofit - LEED Silver

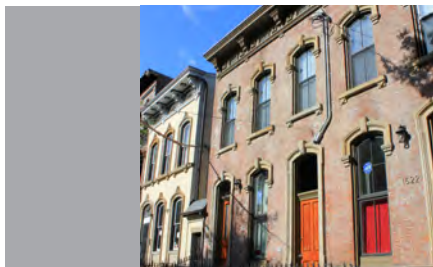
A retrofit of an existing wood-framed 32-unit apartment complex. Sol provided building diagnostics, thermal imaging, energy modeling, and LEED Provider & Rater services. The buildings were re-clad; in this process exterior insulated sheathing was added to improve energy performance.



### Green Historic Study & Life Cycle Assessment

Sol collaborated with the OTR Foundation, Habitat for Humanity, and OTR Community Housing, among others, to document best practices for green retrofits of historic buildings in Cincinnati's historic Over-the-Rhine neighborhood. Sol provided energy modeling and Life Cycle Analysis for this project in order to quantify the embodied energy credit for retrofitting existing buildings (rather than building new). Following this study, Sol worked with Habitat for Humanity to retrofit two buildings.

[http://www.otrfoundation.org/Docs/OTR\\_GREEN\\_HISTORIC\\_STUDY.pdf](http://www.otrfoundation.org/Docs/OTR_GREEN_HISTORIC_STUDY.pdf)



### Habitat Homes - Renovation - LEED Silver

Sol worked closely with Cincinnati Habitat for Humanity, OTR Community Housing, and the OTR Foundation to create their first LEED-certified historic renovation. Sol provided energy modeling and Life Cycle Assessment, as well as LEED Rater and Provider services.

<http://www.otrfoundation.org/Docs/2011OTRFLifeCycleStudy.pdf>



### Elm Street Historic Renovation - Retrofit - LEED Platinum

This LEED Platinum-targeted retrofit of a historic brick masonry building in Cincinnati included a high-performance envelope upgrade, including the addition of R-10 insulation on the interior of existing walls, new windows, and detailing to achieve high airtightness and prevent moisture issues. Sol served as the architect of record, energy modeler, and LEED Provider.



## **SANYOG RATHOD** AIA, CPHC, LEED AP Homes

President, CEO

Sanyog Rathod is the founder and CEO of Sol design + consulting. As a LEED for Homes Provider-QAD and Green Rater, Sanyog has certified over 4,000 residential and commercial units in over 15 states and globally. Sol recently certified the first Platinum LEED for Homes project in all of Middle East, and certified nation's first LEED for Homes Midrise Platinum housing for homeless in 2010.

Sanyog is a Licensed Architect with a Master's degree in Architecture, and brings 25 years of international design and construction experience of working on large complex projects. He maintains highest standards of global knowledge, experience and leadership in sustainable design through active involvement in the profession, academia and community.

### **Awards, Recognitions, and Publications**

- Business Courier's Top 20 People to Know in Green Business 2015
- Green Business Award recipient 2013
- Green Business Award Nomination 2014
- Five green concepts of Future article in Business Courier Jan-2015
- Habitat for Humanity Recognition for Service 2013
- Cincinnati Preservation Association Award 2014
- View on Vine Project Recognition for Service 2015
- Hindu Temple of Central Indiana Recognition for Service 2015

### **Education**

- Faculty & Board Member at Xavier's University – Sustainability Program
- Faculty at University of Cincinnati, Department of Art Architecture & Design- Sustainability Studio
- Faculty at Cincinnati State – Energy Modeling and Audit

### **Relevant Project Experience**

- Fairwood Commons, Columbus, Ohio (PHIUS+, LEED Platinum targeted): CPHC, LEED Provider for first multifamily Passive House in Ohio
- Evanswood Residence, Cincinnati, Ohio (LEED Gold targeted): Architect, LEED Provider
- Elm Street Historic Renovation, Cincinnati, Ohio (LEED Platinum targeted): Architect, LEED Provider
- Muncy Green, Muncy Green, Pennsylvania (PHIUS+ Certification): CPHC



## **CHRIS DWYER** *PHIUS+ Rater*

Vice President, Energy

Chris Dwyer is the Director of Energy at Sol design + consulting. Chris brings over twelve years of engineering expertise related to building energy modeling, diagnostics, demand-side utility management, and performance improvements, applicable to Passive House, ENERGY STAR Ratings, and LEED Certifications. Chris is the PHIUS+ Rater on two large multi-family projects in Ohio and Pennsylvania pursuing Passive House certification. He is a licensed HERS Rater for the Energy Star program, and is also licensed by the American Society of Non-destructive Testing as a Level I & II Thermographer to provide infrared inspections services. Mr. Dwyer also brings renewable energy consulting, design and installation expertise to our team. As a Rater Chris has helped deliver over 5,000 residential and commercial certified units in over 20 states and globally.

### **Experience**

- 2008 to present: Director of Energy at Sol Design + Consulting
- 2008 to 2010: Building Performance Institute (BPI) Instructor, Cincinnati State University
- 2005 to 2010: Founder, CEO of Emotiv Energy  
Founded and directed a company specializing in building energy modeling, diagnostics, and performance improvements.
- 2007 to 2010: Infrared Inspection Specialist, TrendFormers
- 2007 to 2009: Project Manager at Blue Chip Solar and Wind

### **Education**

- M.A. Secondary Education, Xavier University, 2004
- B.S. Physics, Cum Laude, University of Cincinnati, 2003
- Universidad de Valencia (Spain), cultural study program, 2002

### **Relevant Credentials**

- PHIUS+ Rater
- RESNET HERS Home Energy Rater
- BPI Building Analyst and Instructor
- NAHB Green Verifier

### **Relevant Project Experience**

- Fairwood Commons, Columbus, Ohio (LEED Platinum, PHIUS+ targeted): PHIUS+ Rater for first multifamily Passive House in Ohio. Responsible for WUFI energy model and coordinating PHIUS documentation and submission.
- Muncy Green, Muncy Green, Pennsylvania (PHIUS+ targeted): PHIUS+ Rater and WUFI energy modeler for 60-unit semi-detached Passive House development.
- Served as LEED Rater for over 5,000 residential and commercial units.

Proudly awarded to

**CHRIS DWYER**

for attendance at:

**CERTIFIED ENERGY MANAGER ONLINE TRAINING  
PROGRAM**

Online | March 7 - 11, 2022

**CREDITS EARNED**

CEU: 1.2 | PDH: 12.5 | AEE Credits: 2.5

A handwritten signature in dark ink, appearing to read "Bill Kent", is positioned above a solid horizontal line.

EXECUTIVE DIRECTOR

## New Homes Partners in Ohio

The simple choice for energy efficiency.

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products

ENERGY SAVINGS  
at home

ENERGY EFFICIENT  
new homes

ENERGY STRATEGIES FOR  
buildings & plants

Home » Energy Efficient New Homes

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Tools and Resources

New Home Construction Professionals

#### Program Indicators in Ohio [Compare to other states](#)

- 52,420 ENERGY STAR certified homes built to date
- 0 ENERGY STAR certified homes built 2019 to date
- 1,320 ENERGY STAR certified homes built in 2018
- 110 ENERGY STAR for Homes Partners

#### Based on national averages, ENERGY STAR certified homes built in 2018 are the equivalent of:

- Reducing CO<sub>2</sub> emissions by 1,908 metric tons
- Growing 48,840 tree seedlings for 10 years
- Avoiding the consumption of 4,438 barrels of oil
- Removing 409 passenger vehicles from the road






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[Find Raters Serving Ohio](#)

Name	Partner Since 	Homes Certified Jan 2018 - Dec 2018*	Homes Certified State Total*	Homes Certified Grand Total*
5 Star Energy Solutions, LLC 513-616-7455 Dayton; Other Areas in Ohio	2010	0	389	391
All Construction/Mooney & Moses 330-220-6666 Cleveland-Elyria	2010	1	89	102
Eco-Haven Building Systems 570-660-1122 Columbus	 2010	5	1	48
Sol Design + Consulting 513-381-4479 Cincinnati; Cleveland-Elyria; Columbus; Other Areas in Ohio	2010	88	505	697
Tacoma Energy LLC 614-899-8990 Cincinnati; Columbus; Toledo	 2010	188	1,717	2,227
Agreenergy, LLC 330-844-0791 Akron; Canton-Massillon; Cleveland-Elyria; Other Areas in Ohio	 2011	6	252	252
EnerSol, LLC. 419-891-2112 Toledo; Other Areas in Ohio	2013	13	60	64
Building Performance Solutions, LLC 540-252-4503 Cincinnati; Columbus; Lima; Other Areas in Ohio	 2014	820	1,257	2,343
Energy Matters, LLC 614-489-9580 Columbus	2016	0	2	2
Focus on Green, LLC 513-277-1552 Cincinnati	2016	0	1	1

\* There is a reporting period for submitting ENERGY STAR certified homes data that occurs after the end of each calendar quarter. The "Homes Certified" columns are updated for all partners after home report information has been approved by EPA.

# **Tab R:**

Documentation of Utility Allowance calculation



# WODA COOPER COMPANIES

Malone Place  
July 10, 2024

500 South Front St  
10th Floor  
Columbus, Ohio 43215  
Office: 614.396.3200  
[www.wodagroup.com](http://www.wodagroup.com)

## Operating Budget

Operating expenses for Malone Place were conservatively estimated based on 2023 actual results from one of Woda Management and Real Estate's comparable Virginia properties: Liberty Pointe. Liberty Pointe consists of 48 units designated for family tenancy. While smaller than Malone Place, Liberty Pointe is deemed to be a comparable property due to geographic location, tenancy, and building type.

The sum of Maintenance Payroll and Other Maintenance Expenses for Malone Place, adjusted for unit count, is similar to what was actually incurred at Liberty Pointe. Malone Place's higher payroll budget in this area will allow it to reduce dependency on third-party contracts. Malone Place will have a full-time site manager and service technician. Administrative costs for Common area electric costs were budgeted similarly to what was spent at Liberty Pointe. Insurance costs were budgeted in line with Liberty Pointe's adjusted for anticipated year-over-year inflationary increases in Woda Management & Real Estate's portfolio-wide insurance policy.

Malone Place's Real Estate Taxes were based upon the City of Petersburg's rate of \$1.27 per \$100 of assessed value. The assessed value was estimated using the income approach. The Management Fee was calculated at 6% of EGI. Lastly, Replacement Reserves were calculated using the minimum standard of \$300 per unit.

Attached are 2023 operating expenses for Liberty Pointe compared Malone Place as well as the "Budget" tab of the Rosenwald Pointe Reservation Application.

Liberty Pointe (1306)  
**Income Statement**  
 Period = Jan 2023-Dec 2023  
 Book = Accrual

	Liberty Pointe Actual (48 Units)	Liberty Pointe Per Unit	Malone Place Budgeted Per Unit
<b>OPERATING EXPENSES</b>			
<b>MAINTENANCE EXPENSES</b>			
Maintenance Supplies	11,633.17	242.36	
Lawn Care & Supplies	7,475.00	155.73	
Elevator Costs	5,001.34	104.19	
Security Monitoring Contracts	7,997.23	166.61	
Contract Maintenance	3,836.10	79.92	
Repairs Services	1,275.00	26.56	
Plumbing Repairs Services	3,264.00	68.00	
Electrical Repairs Services	667.00	13.90	
HVAC Repairs	6,220.35	129.59	
Painting Supplies and Services	11,776.87	245.35	
Janitorial Contracts	9,434.00	196.54	
Exterminating Contract	1,459.50	30.41	
<b>TOTAL MAINTENANCE EXPENSES</b>	<b>70,039.56</b>	<b>1,459.16</b>	<b>1,000.00</b>
<b>MAINTENANCE PAYROLL</b>			
Maintenance Salary	19,287.77	401.83	
Maintenance Payroll Burden	1,063.22	22.15	
Maintenance Benefits/Insurance	374.82	7.81	
Maintenance Temporary Payroll Services	3,816.00	79.50	
Maintenance Training / Seminars	200.00	4.17	
<b>TOTAL MAINTENANCE PAYROLL</b>	<b>24,741.81</b>	<b>515.45</b>	<b>825.00</b>
<b>UTILITIES</b>			
Electric	1,439.17	29.98	
Electric Common Area	8,803.25	183.40	
Water	9,370.08	195.21	
Sewer	19,390.68	403.97	
Trash	19,210.67	400.22	
Occupied Unit - Tenant Reimbursables	562.39	11.72	
Occupied Unit - Tenant Reimbursements	-2,171.55	-45.24	
<b>TOTAL UTILITIES</b>	<b>56,604.69</b>	<b>1,179.26</b>	<b>400.00</b>
<b>ADMINISTRATIVE PAYROLL</b>			
Manager Salary	21,026.70	438.06	
Manager Payroll Burden	1,064.51	22.18	
Manager Benefits/Insurance	418.38	8.72	
Management Training/Seminars	2,072.52	43.18	
Manager Misc Personal Expenses/Incentives	95.52	1.99	
<b>TOTAL ADMINISTRATIVE PAYROLL</b>	<b>24,677.63</b>	<b>514.12</b>	<b>825.00</b>
<b>MANAGEMENT FEES</b>			
Base Management Fee	28,153.47	586.53	
<b>TOTAL MANAGEMENT FEES</b>	<b>28,153.47</b>	<b>586.53</b>	<b>816.00</b>

# ADMINISTRATIVE EXPENSES

Advertising / Marketing / Resident Retentior	1,319.71	27.49	
State Agency Monitoring Fees	2,160.00	45.00	
Audit & Tax Return Fee	5,741.00	119.60	
Bank Charges	191.17	3.98	
Computer Services/Fees	6,995.25	145.73	
Credit/Criminal Reports/Resident Screening	2,443.15	50.90	
Legal/Evictions	12,918.00	269.13	
Office Supplies	2,034.96	42.40	
Postage	137.85	2.87	
Service Coordinator Fees	150.00	3.13	
Telephone	4,967.15	103.48	
Internet/Cable	7,565.57	157.62	
Miscellaneous Administrative	1,650.00	34.38	
TOTAL ADMINISTRATIVE EXPENSES	48,273.81	1,005.70	1,229.00

# INSURANCE, TAXES AND LICENSES

Property Insurance	15,619.39	325.40	400.00
Property Taxes	30,205.36	629.28	1,340.00
Licenses & Fees	1,579.00	32.90	29.00
TOTAL INSURANCE, TAXES AND LICENSES	47,403.75	987.58	1,769.00

TOTAL OPERATING EXPENSES	299,894.72	6,247.81	6,864.00
--------------------------	------------	----------	----------

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

1. Advertising/Marketing				\$2,280
2. Office Salaries				\$0
3. Office Supplies				\$25,080
4. Office/Model Apartment	(type		)	\$0
5. Management Fee				\$62,011
6.00% of EGI	\$815.93	Per Unit		
6. Manager Salaries				\$56,400
7. Staff Unit (s)	(type		)	\$0
8. Legal				\$7,300
9. Auditing				\$6,000
10. Bookkeeping/Accounting Fees				\$0
11. Telephone & Answering Service				\$6,080
12. Tax Credit Monitoring Fee				\$2,660
13. Miscellaneous Administrative				\$44,000
<b>Total Administrative</b>				<b>\$211,811</b>

**Utilities**

14. Fuel Oil				\$0
15. Electricity				\$19,000
16. Water				\$5,450
17. Gas				\$0
18. Sewer				\$5,950
<b>Total Utility</b>				<b>\$30,400</b>

**Operating:**

19. Janitor/Cleaning Payroll				\$0
20. Janitor/Cleaning Supplies				\$4,250
21. Janitor/Cleaning Contract				\$3,000
22. Exterminating				\$5,450
23. Trash Removal				\$8,000
24. Security Payroll/Contract				\$0
25. Grounds Payroll				\$0
26. Grounds Supplies				\$5,600
27. Grounds Contract				\$4,225
28. Maintenance/Repairs Payroll				\$56,400
29. Repairs/Material				\$13,000
30. Repairs Contract				\$12,400
31. Elevator Maintenance/Contract				\$7,000
32. Heating/Cooling Repairs & Maintenance				\$5,125
33. Pool Maintenance/Contract/Staff				\$0
34. Snow Removal				\$2,000
35. Decorating/Payroll/Contract				\$3,950
36. Decorating Supplies				\$2,000
37. Miscellaneous				\$0
<b>Totals Operating &amp; Maintenance</b>				<b>\$132,400</b>

M. OPERATING EXPENSES

<b>Taxes &amp; Insurance</b>			
38. Real Estate Taxes			\$101,840
39. Payroll Taxes			\$8,850
40. Miscellaneous Taxes/Licenses/Permits			\$2,204
41. Property & Liability Insurance	\$400	per unit	\$30,400
42. Fidelity Bond			\$0
43. Workman's Compensation			\$750
44. Health Insurance & Employee Benefits			\$3,000
45. Other Insurance			\$0
<b>Total Taxes &amp; Insurance</b>			<b>\$147,044</b>
<b>Total Operating Expense</b>			<b>\$521,655</b>
<b>Total Operating Expenses Per Unit</b>	<b>\$6,864</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>50.47%</b>
<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)</b>			<b>\$22,800</b>
<b>Total Expenses</b>			<b>\$544,455</b>



**Eric Wright**

**Development Analyst**

Woda Cooper Companies, Inc.

500 S. Front St., 10th Floor Columbus OH 43215

[ewright@wodagroup.com](mailto:ewright@wodagroup.com)

(202) 905-7719

7/5/2024

Subject: HUD Utility Model Methodology for Malone Place

### **Methodology**

The Utility Analysis for the project was achieved by using the HUD Utility Schedule Model. This model calculates the schedule by housing types after entering utility rates from the local utility company and degree day weather information for the locality being analyzed.

This version of the Model eliminates anomalous results by simplifying the algorithms to ensure proper sequencing of consumption estimates across bedroom sizes and/or structural types.

A copy of the HUD Energy Model Excel Spreadsheet is attached that shows the climate data and tariffs used to calculate the analysis of the unit types. If rates for a utility service were not available online, data from the actual units in the project was used for that service.

The enclosed energy consumption model report includes the following:

- \* A Project Summary (page 2)
- \* Estimated monthly utility cost projections per HUD guidelines per property and per unit type (pages 3)
- \* Sol's relevant experience and statement of non-relationship, non-affiliation with the project owner (page 4)
- \* Sol's company profile along with relevant staff resumes (pages 5-11)

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sanyog B. Rathod'.

**Sanyog B. Rathod, AIA, LEED AP + Homes**

President, Sol Developments LLC

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-939-8400, Fax: 513-455-8227

Email: [sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)

A handwritten signature in blue ink, appearing to read 'Christopher M. Dwyer'.

**Christopher M. Dwyer**

Vice President, Energy - Sol Developments LLC RESNET Rater # 2783440

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-884-7415, Fax: 513-455-8227

Email: [chrisd@solconsults.com](mailto:chrisd@solconsults.com)

Malone Place - Utility Allowance Calculator

2024-07-05

Project Contact	Eric Wright
Client Phone	(202) 905-7719
Client email	<a href="mailto:erwright@wodaconsult.com">erwright@wodaconsult.com</a>

Contact Position	Development Analyst
Company	Woda Cooper Companies, Inc.
Company Address	500 S. Front St., 10th Floor

PROJECT SUMMARY -		Malone Place						Total Utility Allowance (\$/month)	LIHTC Units by Property by Bedroom Count					Utility or Service for Property							
		HUD Project Classification		TOTAL	LIHTC	Green Discount															
Property	Street Address	City, ST Zip	Small or Large Apt?	# of Units	# of Units	Certification Type															
								0 BR	1 BR	2 BR	3 BR	5 BR	Space Heating	Cooking	Other Electric	Air Conditioning	Water Heating	Water	Sewer		
1	Malone Place	230 Medical Park Blvd	Petersburg, VA 23805	Large Apartment Bldgs. (5+ units)	76	76	LEED	\$	9,397		14	44	18		Electric Heat Pump	Electric	Electric	Electric	Electric	Tenant Pays	Tenant Pays



## Malone Place - Utility Allowance Calculator

**Property** Malone Place  
230 Medical Park Blvd Petersburg, VA 23805

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban  
Development

Office of Public and Indian Housing

Locality		Green Discount		Unit Type			Date (mm/dd/yyyy)
Petersburg, VA 23805		LEED		Large Apartment Bldgs. (5+ units)			07/05/24
Utility or Service		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Electric Heat Pump	8.63	10.15	12.05	13.54	14.77	15.66
Cooking	Electric	3.31	3.89	5.63	7.37	9.11	10.85
Other Electric	Electric	12.49	14.69	20.44	26.19	31.94	37.69
Air Conditioning	Electric	4.82	5.67	7.86	10.04	12.40	14.78
Water Heating	Electric	8.03	9.44	12.05	14.66	17.27	19.88
Water	Tenant Pays	8.45	9.74	18.40	31.37	44.35	57.33
Sewer	Tenant Pays	19.11	22.06	41.73	71.22	100.72	130.21
Trash Collection	NA						
Range/Microwave	NA						
Refrigerator	NA						
[Specify OTHER HERE]	NA						
<b>TOTAL (per unit type)</b>		65	76	118	174	231	286
<b>Unit count (by bedroom)</b>		0	14	44	18	0	0
<b>TOTAL (all units)</b>		0	1059	5199	3139	0	0
<b>TOTAL Monthly Allowance (Project)</b>		\$					<b>9,397</b>



**Eric Wright**

**Development Analyst**

Woda Cooper Companies, Inc.

500 S. Front St., 10th Floor Columbus OH 43215

[ewright@wodagroup.com](mailto:ewright@wodagroup.com)

(202) 905-7719

7/5/2024

Subject: Statement of Sol experience and non-affiliation with ownership of Malone Place

Dear Eric Wright,

We have attached copies of our firm profile and resumes which should suffice as a description of our experience in affordable housing and energy analysis, including Energy Ratings, Energy Star Multifamily New Construction, Green Certification Programs (LEED, EGC, NGBS, PHIUS), and utility-sponsored incentive programs.

Sol design + consulting is an Energy Star Homes Rater (see attached listing), and Chris Dwyer is the RESNET-certified HERS Rater and QAD Provider, ASHRAE Building Commissioning Professional and ASHRAE Building Energy Model Professional.

This letter is also to certify that Sol design + consulting, LLC. is not affiliated with the ownership of Malone Place project, as defined in Section 267(b) or 707(b) of the IRS regulations.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sanyog B. Rathod'.

**Sanyog B. Rathod, AIA, LEED AP + Homes**

President, Sol Developments LLC

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-939-8400, Fax: 513-455-8227

[Email: sanyogr@solconsults.com](mailto:sanyogr@solconsults.com)

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**Christopher M. Dwyer**

Vice President, Energy - Sol Developments LLC RESNET Rater # 2783440

501 East 13th St, Cincinnati, OH 45202

Mobile: 513-884-7415, Fax: 513-455-8227

[Email: chrisd@solconsults.com](mailto:chrisd@solconsults.com)

# *Sol design + consulting is a leader in sustainable design, green affordable housing, and high-performance retrofits.*

## **Firm History**

Sol design + consulting was formed in 2006 by architect Sanyog Rathod, AIA, as a one-person firm providing a range of green building design and consulting services. The firm is dedicated to facilitating the balance of economic, environmental and social considerations early in project development.

Sol quickly became a regional leader in LEED Homes Midrise certification, developing a specialty in multifamily affordable housing and commercial mixed-use developments. As the firm has grown it has broadened its focus to include certifications such as Passive House and Living Building Challenge, and has expanded its services to include design-stage consulting for architects and architectural design on select high-performance projects.

Today the company is growing at double digit rates, employs 14 professionals (including 4 staff with PHIUS certifications), and is actively recruiting top candidates for new green building positions.

## **By the Numbers**

- Over 450 projects certified (over 8,000 units)
- 202 affordable housing projects
- 134 multifamily housing projects
- Over 50 multifamily retrofit projects
- Certified the largest LEED Homes project in the world (617 units in one phase): Riyadh
- 14 full-time staff
- Offices in Cincinnati and Cleveland

## **Key Clients**

Woda Group | National Church Residences | The Model Group | General Electric | Carter USA  
Burgess and Niple | Habitat for Humanity

## **Services**

Passive House | ENERGY STAR | Zero Energy Ready Homes  
LEED | Enterprise Green Communities | Living Building Challenge

## **Capabilities**

Energy modeling | Daylight simulation | Life Cycle Assessment | Hygrothermal analysis  
Thermal bridging analysis | Building diagnostics | Testing & verification | Architectural design



## *Relevant work:* *Net Zero Energy, Passive House, affordable housing, and high-performance retrofits*



### **Fairwood Commons** - New Construction - PHIUS+ LEED Platinum

This affordable senior living development is on track to become the first multifamily Passive House in Ohio. Sol is providing CPHC, PHIUS+ Rater, and LEED Provider services. We worked closely with the project team during design to develop constructable, cost-effective details that could achieve PHIUS performance requirements on budget. We are also providing construction-phase testing and verification services.



### **Terminal Tower** - Retrofit - Enterprise Green Communities

A retrofit of an iconic 1930 high-rise in Cleveland, Ohio. Sol is providing energy modeling and EGC consulting services for a substantial retrofit of 300 units. The project incorporates new wall insulation, upgraded HVAC systems, and high-efficiency lighting and appliances. The result in an estimated 28% reduction in energy use from the baseline model.



### **The Standard Building** - Retrofit - Enterprise Green Communities

A retrofit of a 350,000 s.f. historic building in Cleveland, Ohio. Sol provided energy audit, energy modeling and EGC consulting services. The project is on track to achieve an estimated 21% reduction in energy use as a result of the improvements, which include refurbished windows, updated HVAC and DHW systems, and efficient appliances.



### **Price Hill Will Retrofit Analysis** - Retrofit - Energy & financial analysis

Price Hill Will, a nonprofit redevelopment corporation in Cincinnati, Ohio, retained Sol to determine the best use of limited project budgets to achieve deepest energy savings in their residential retrofits. Sol provided energy modeling and financial payback analysis on a dozen prototypical properties in order to identify the most cost-effective set of strategies. We also identified characteristics of a "better than cash neutral" property, in which increase in mortgage was more than offset by energy cost savings.

## REALIZE INDUSTRIALIZED RETROFITS - Firm Qualifications



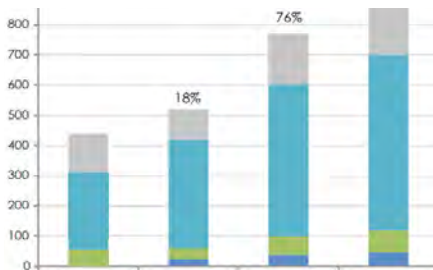
### Muncy Greene - New Construction - PHIUS+

Muncy Greene is a 60-unit semi-detached Passive House targeted affordable senior housing development in Muncy, Pennsylvania. Sol is providing CPHC, PHIUS+ Rater, and Enterprise Green Community certification services.



### Prescott Greene - Retrofit - LEED Silver

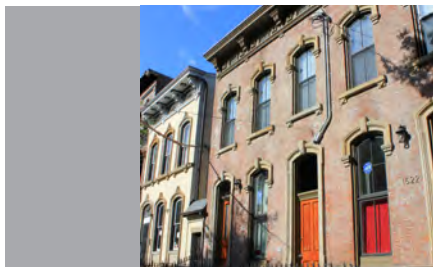
A retrofit of an existing wood-framed 32-unit apartment complex. Sol provided building diagnostics, thermal imaging, energy modeling, and LEED Provider & Rater services. The buildings were re-clad; in this process exterior insulated sheathing was added to improve energy performance.



### Green Historic Study & Life Cycle Assessment

Sol collaborated with the OTR Foundation, Habitat for Humanity, and OTR Community Housing, among others, to document best practices for green retrofits of historic buildings in Cincinnati's historic Over-the-Rhine neighborhood. Sol provided energy modeling and Life Cycle Analysis for this project in order to quantify the embodied energy credit for retrofitting existing buildings (rather than building new). Following this study, Sol worked with Habitat for Humanity to retrofit two buildings.

[http://www.otrfoundation.org/Docs/OTR\\_GREEN\\_HISTORIC\\_STUDY.pdf](http://www.otrfoundation.org/Docs/OTR_GREEN_HISTORIC_STUDY.pdf)



### Habitat Homes - Renovation - LEED Silver

Sol worked closely with Cincinnati Habitat for Humanity, OTR Community Housing, and the OTR Foundation to create their first LEED-certified historic renovation. Sol provided energy modeling and Life Cycle Assessment, as well as LEED Rater and Provider services.

<http://www.otrfoundation.org/Docs/2011OTRFLifeCycleStudy.pdf>



### Elm Street Historic Renovation - Retrofit - LEED Platinum

This LEED Platinum-targeted retrofit of a historic brick masonry building in Cincinnati included a high-performance envelope upgrade, including the addition of R-10 insulation on the interior of existing walls, new windows, and detailing to achieve high airtightness and prevent moisture issues. Sol served as the architect of record, energy modeler, and LEED Provider.



## **SANYOG RATHOD** *AIA, CPHC, LEED AP Homes*

President, CEO

Sanyog Rathod is the founder and CEO of Sol design + consulting. As a LEED for Homes Provider-QAD and Green Rater, Sanyog has certified over 4,000 residential and commercial units in over 15 states and globally. Sol recently certified the first Platinum LEED for Homes project in all of Middle East, and certified nation's first LEED for Homes Midrise Platinum housing for homeless in 2010.

Sanyog is a Licensed Architect with a Master's degree in Architecture, and brings 25 years of international design and construction experience of working on large complex projects. He maintains highest standards of global knowledge, experience and leadership in sustainable design through active involvement in the profession, academia and community.

### **Awards, Recognitions, and Publications**

- Business Courier's Top 20 People to Know in Green Business 2015
- Green Business Award recipient 2013
- Green Business Award Nomination 2014
- Five green concepts of Future article in Business Courier Jan-2015
- Habitat for Humanity Recognition for Service 2013
- Cincinnati Preservation Association Award 2014
- View on Vine Project Recognition for Service 2015
- Hindu Temple of Central Indiana Recognition for Service 2015

### **Education**

- Faculty & Board Member at Xavier's University – Sustainability Program
- Faculty at University of Cincinnati, Department of Art Architecture & Design- Sustainability Studio
- Faculty at Cincinnati State – Energy Modeling and Audit

### **Relevant Project Experience**

- Fairwood Commons, Columbus, Ohio (PHIUS+, LEED Platinum targeted): CPHC, LEED Provider for first multifamily Passive House in Ohio
- Evanswood Residence, Cincinnati, Ohio (LEED Gold targeted): Architect, LEED Provider
- Elm Street Historic Renovation, Cincinnati, Ohio (LEED Platinum targeted): Architect, LEED Provider
- Muncy Green, Muncy Green, Pennsylvania (PHIUS+ Certification): CPHC



## **CHRIS DWYER** *PHIUS+ Rater*

Vice President, Energy

Chris Dwyer is the Director of Energy at Sol design + consulting. Chris brings over twelve years of engineering expertise related to building energy modeling, diagnostics, demand-side utility management, and performance improvements, applicable to Passive House, ENERGY STAR Ratings, and LEED Certifications. Chris is the PHIUS+ Rater on two large multi-family projects in Ohio and Pennsylvania pursuing Passive House certification. He is a licensed HERS Rater for the Energy Star program, and is also licensed by the American Society of Non-destructive Testing as a Level I & II Thermographer to provide infrared inspections services. Mr. Dwyer also brings renewable energy consulting, design and installation expertise to our team. As a Rater Chris has helped deliver over 5,000 residential and commercial certified units in over 20 states and globally.

### **Experience**

- 2008 to present: Director of Energy at Sol Design + Consulting
- 2008 to 2010: Building Performance Institute (BPI) Instructor, Cincinnati State University
- 2005 to 2010: Founder, CEO of Emotiv Energy  
Founded and directed a company specializing in building energy modeling, diagnostics, and performance improvements.
- 2007 to 2010: Infrared Inspection Specialist, TrendFormers
- 2007 to 2009: Project Manager at Blue Chip Solar and Wind

### **Education**

- M.A. Secondary Education, Xavier University, 2004
- B.S. Physics, Cum Laude, University of Cincinnati, 2003
- Universidad de Valencia (Spain), cultural study program, 2002

### **Relevant Credentials**

- PHIUS+ Rater
- RESNET HERS Home Energy Rater
- BPI Building Analyst and Instructor
- NAHB Green Verifier

### **Relevant Project Experience**

- Fairwood Commons, Columbus, Ohio (LEED Platinum, PHIUS+ targeted): PHIUS+ Rater for first multifamily Passive House in Ohio. Responsible for WUFI energy model and coordinating PHIUS documentation and submission.
- Muncy Green, Muncy Green, Pennsylvania (PHIUS+ targeted): PHIUS+ Rater and WUFI energy modeler for 60-unit semi-detached Passive House development.
- Served as LEED Rater for over 5,000 residential and commercial units.

Proudly awarded to

**CHRIS DWYER**

for attendance at:

**CERTIFIED ENERGY MANAGER ONLINE TRAINING  
PROGRAM**

Online | March 7 - 11, 2022

**CREDITS EARNED**

CEU: 1.2 | PDH: 12.5 | AEE Credits: 2.5

A handwritten signature in dark ink, appearing to read "Bill Kent", is positioned above a solid horizontal line.

EXECUTIVE DIRECTOR

## New Homes Partners in Ohio

The simple choice for energy efficiency.

ENERGY EFFICIENT  
products

ENERGY SAVINGS  
at home

ENERGY EFFICIENT  
new homes

ENERGY STRATEGIES FOR  
buildings & plants

Home » Energy Efficient New Homes

### Energy Efficient New Homes

Energy efficient and comfortable new homes

Explore Features & Benefits

Testimonials & Stories

In the News

Tools and Resources

New Home Construction Professionals

#### Program Indicators in Ohio [Compare to other states](#)

- 52,420 ENERGY STAR certified homes built to date
- 0 ENERGY STAR certified homes built 2019 to date
- 1,320 ENERGY STAR certified homes built in 2018
- 110 ENERGY STAR for Homes Partners

#### Based on national averages, ENERGY STAR certified homes built in 2018 are the equivalent of:

- Reducing CO<sub>2</sub> emissions by 1,908 metric tons
- Growing 48,840 tree seedlings for 10 years
- Avoiding the consumption of 4,438 barrels of oil
- Removing 409 passenger vehicles from the road






[Back to National Search](#)

[Expand All](#) [Collapse All](#)

[Find Builders in Ohio](#)

[Find Incentives in Ohio](#)

[Find Raters Serving Ohio](#)

Name	Partner Since 	Homes Certified Jan 2018 - Dec 2018*	Homes Certified State Total*	Homes Certified Grand Total*
5 Star Energy Solutions, LLC 513-616-7455 Dayton; Other Areas in Ohio	2010	0	389	391
All Construction/Mooney & Moses 330-220-6666 Cleveland-Elyria	2010	1	89	102
Eco-Haven Building Systems 570-660-1122 Columbus	 2010	5	1	48
Sol Design + Consulting 513-381-4479 Cincinnati; Cleveland-Elyria; Columbus; Other Areas in Ohio	2010	88	505	697
Tacoma Energy LLC 614-899-8990 Cincinnati; Columbus; Toledo	 2010	188	1,717	2,227
Agreenergy, LLC 330-844-0791 Akron; Canton-Massillon; Cleveland-Elyria; Other Areas in Ohio	 2011	6	252	252
EnerSol, LLC. 419-891-2112 Toledo; Other Areas in Ohio	2013	13	60	64
Building Performance Solutions, LLC 540-252-4503 Cincinnati; Columbus; Lima; Other Areas in Ohio	 2014	820	1,257	2,343
Energy Matters, LLC 614-489-9580 Columbus	2016	0	2	2
Focus on Green, LLC 513-277-1552 Cincinnati	2016	0	1	1

\* There is a reporting period for submitting ENERGY STAR certified homes data that occurs after the end of each calendar quarter. The "Homes Certified" columns are updated for all partners after home report information has been approved by EPA.

# **Tab S:**

Supportive House Certification and/or  
Resident Well Being MOU

**NOT APPLICABLE**

# Tab T:

Funding Documentation



303 Peachtree Street, 22<sup>nd</sup> Floor  
Atlanta, GA 30308  
Cell: 972.489.1567  
Colin.Whittier@truist.com

Colin Whittier  
Senior Vice President  
Relationship Manager

July 15, 2024

**CONFIDENTIAL**

Mr. David Cooper  
Executive Vice President  
Woda Cooper Companies Inc.  
500 S. Front Street, 10th Floor  
Columbus, Ohio 43215

Re: Proposed loan ("**Loan**") to Malone Place Limited Partnership ("**Borrower**") to provide construction financing of a 76-unit, Tax Exempt Bond, 4% LIHTC Family deal located at 230 Medical Park Blvd., Petersburg, Independent City, VA ("**Project**")

Dear Mr. Cooper:

Truist Bank ("**Bank**") is pleased to consider making the Loan to Borrower based substantially on the proposed summary of terms and conditions set forth on Annex I and Exhibit "D" attached hereto and incorporated herein by this reference (Annex I and Exhibit "D" together with this letter, this "**Letter**").

This Letter is provided for discussion purposes as an expression of interest by Bank in the proposed financing, does not contain all required terms and conditions and should not be construed to be, expressly or by implication, a commitment, an offer, an agreement in principle or an agreement by Bank to issue a commitment or to provide the proposed Loan. Proposed Loan terms are subject to standard credit underwriting and approval by Bank, which may not be forthcoming. This Letter is (i) not assignable, (ii) not intended to benefit any third party, (iii) subject to such other terms and conditions as may be reasonably required by Bank or its counsel and (iv) for Borrower's confidential use only and sent to Borrower on the condition that neither its existence nor its contents will be disclosed publicly or privately to any person or entity, except to those of Borrower's officers, employees, agents, counsel or accountants directly involved with this proposed financing and then only on the basis that it not be further disclosed, by which conditions Borrower agrees to be bound upon acknowledgement of this letter.

This Letter supersedes any prior written or oral communications or understandings and may be amended only by a writing signed by Bank. If Bank and Borrower enter into the proposed Loan, this Letter shall not survive closing of the Loan but shall be superseded by the documents evidencing the Loan. This Letter will be governed by the laws of the State of VA and, to the extent permitted by applicable law, Borrower and Bank waive trial by jury, and further waive any right to special, expectation, incidental, consequential or punitive damages, in connection with any action arising under or related to this Letter.

The proposed Loan, if approved, would remain conditioned on, inter alia, Bank's receipt of all documentation and other matters as Bank may require, including without limitation the items set forth on Exhibit "A", which must be satisfactory to Bank in its sole and absolute discretion and submitted to Bank so as to allow sufficient time for review. Neither Bank nor Borrower shall be deemed to have entered into, signed or executed binding documents evidencing the Loan by virtue of this or any other communication at any time prior to Bank's express acceptance of Loan documents prepared by Bank or its counsel and bearing Borrower's duly authorized signature. This Letter is unconditionally cancellable by Bank at any time, either party may terminate negotiations at any time for any reason or no reason, and partial performance or efforts to carry out other acts in contemplation of consummating the proposed Loan shall not be deemed evidence of intent by either party to be bound by the terms of the proposed Loan. All costs incurred by Bank in connection with the proposed Loan, including but not limited to, Bank's legal fees and expenses, appraisal and environmental costs, title costs, survey, flood zone certification, insurance, property condition assessment, recording and the like (collectively "**Costs**"), shall be paid and/or reimbursed by Borrower,

whether or not the proposed Loan is approved or closes, and your acknowledgement below authorizes Bank to order any required appraisal, environmental, engineering and similar reports, and to engage legal counsel, all at your expense and in reliance on this understanding, in advance of any such approval (which may not be forthcoming). Borrower shall be responsible for all fees and expenses including, without limitation, legal fees and expenses, incurred by Bank in enforcing its rights under this Letter. Borrower's obligation in respect of the costs and expenses referenced in this paragraph is in consideration, inter alia, for Bank's undertaking to underwrite the proposed Loan and incur such Costs and shall survive the cancellation or termination of this Letter.

Except as expressly set forth herein with regard to confidentiality, choice of law, waiver of jury trial and Borrower's obligation to pay Costs, this Letter is not intended to, and shall not, create a legally binding obligation on the part of Bank or Borrower, and your signature below confirms your understanding of this. Subject to the foregoing sentence, if you would like Bank to begin its underwriting and review process and to seek the appropriate credit approvals (which may not be forthcoming), please so advise by executing and returning a copy of this Letter by December 31st, 2025, or this Letter will be deemed withdrawn. If you have any questions in connection with this Letter, please contact me.

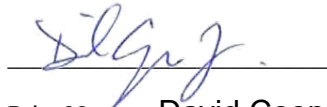
Yours sincerely,  
Truist Bank



Colin Whittier  
Senior Vice President

The terms and conditions of this Letter, including without limitation those in the last paragraph hereof, are hereby acknowledged this 15th day of July, 2024.

BORROWER:



Print Name: David Cooper, Jr.

Print Title: Authorized Representative

## **EXHIBIT "A"**

Please provide the following information at your earliest convenience, and in any event within 30 days of your execution of this Letter (all of the items to be in form and substance satisfactory to Bank). Where content requirements or required forms are indicated, they will be delivered under separate cover. Your execution of this Letter will signify your request for credit; failure to timely provide the below information will result in no further consideration being given to your credit request.

### **Borrower/Guarantor Documentation**

Borrower and Guarantor(s) Financial Statements for prior three years (if available)  
Borrower and Guarantor(s) Entity Organizational Documents (including Org Charts)  
An explanation of economics among the ownership and a schedule of ownership interests in the Borrower

### **Project Documentation**

Title Commitment, vesting deed(s) covering the Property and copies of excepted instruments  
UCC, litigation and other searches against Borrower, Guarantor and such other parties as Bank requires  
Survey of Property (as-built if existing structures)  
Evidence of Utilities, Current Status & Capacity  
Evidence of Zoning  
All existing Environmental Audits (e.g. existing Phase I, Phase II and other Reports)  
Current Rent Roll and Lease Schedule, if any  
Copies of Existing Tenant Leases, if any [plus such estoppels and SNDAs as Bank requires]  
All insurance policies for each obligor and property as Bank requires  
Settlement Statement, if already owned; or Purchase and Sale Agreement and all amendments, if under contract  
Most Recent Real Estate Tax Bill

### **Construction Project**

All Soils Reports  
Plans and Specifications  
All third party contracts related to design, engineering, development and construction of proposed Project  
Proposed Budget/Sources and Uses of Funds

Note: After reviewing the above items, Bank may determine that other information or documentation is needed to process the loan application. Borrower agrees to provide any such additional information and documentation that Bank may reasonably require. Bank is hereby authorized to obtain information from creditors, credit bureaus and credit reporting agencies. Borrower certifies to Bank that all financial statements and other supporting documents submitted to Bank in connection with this Letter are true and correct in all material respects.

## ANNEX 1

**THIS SUMMARY OF PROPOSED TERMS AND CONDITIONS IS ATTACHED TO AND MADE A PART OF THE PROPOSAL LETTER FROM BANK TO BORROWER AND IS NOT A STAND ALONE DOCUMENT. FURTHER IT IS FOR DISCUSSION PURPOSES ONLY AND IS NOT AN OFFER TO EXTEND CREDIT, A COMMITMENT TO LEND OR AN AGREEMENT TO ISSUE A COMMITMENT**

- Bank:** Truist Bank (“**Bank**”)
- Borrower:** Malone Place Limited Partnership (“Borrower”), a single asset entity with ownership and management acceptable to Bank.
- Purpose:** To provide construction for a 76-unit income-restricted multifamily project for families located at 230 Medical Park Blvd., Petersburg, Independent City, VA. The Project will be partially financed with 4% Low Income Housing Tax Credits.
- Loans:** A senior, secured construction loan (“**Loan**”) in an aggregate amount equal to the least of:
- (i) Up to \$21,900,000 Construction Loan;
  - (ii) 80% “as stabilized” Loan to Value, including LIHTC, as determined by reference to an appraisal in form and substance satisfactory to Bank;
  - (iii) 80% of the projected total costs for the Project set forth in the final budget containing hard and soft costs, as approved by Bank.
- Facility Type:** Construction loan as interim financing for permanent tax-exempt financing (the “Facility”) issued by a qualifying governmental conduit issuer (the “Issuer”). The Facility is not eligible for treatment as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Internal Revenue Code, however, tax-exempt bonds will be issued.
- Required Equity and Other Source:** Borrower must provide evidence to Bank’s satisfaction of a commitment of a minimum of \$10,700,000 in Federal LIHTC to be administered by the Bank’s Real Estate Construction Administration Department (RECAD), and \$4,100,000 from perm loan provider prior to or at the Loan closing.
- Maturity Date:** Construction Loan: 30 months from the closing date.
- Interest Rates:** One Month Term SOFR plus a margin of 2.50%. Interest shall be payable monthly on the fifth of each month.
- Loan Fees:** 100 basis points of the Construction Loan payable at closing.
- Repayment:** Monthly interest-only payment 30-month term. Interest shall be payable monthly on the fifth of each month. The full outstanding principal balance shall be due on the Construction Maturity Date.
- Optional Prepayment:** Borrower may prepay the Loan in whole or in part at any time without premium or penalty. Amounts prepaid cannot be re-borrowed.
- Collateral:** The collateral for the Loan (together with all hedging obligations and bank product obligations of Borrower with Bank and its affiliates) will include, without limitation, the following first priority, perfected security interests: (i) a first lien deed of trust/mortgage/security deed on the land and improvements to be constructed thereon. (the “**Project**”); (ii) an assignment of all leases, rents, income, licenses, permits and contracts relating to the Property (including, if applicable, all plans and specifications); (iii) a lien on all personal property owned by Borrower relating to the Property; (iv) a lien on all accounts required to be maintained

pursuant to the terms hereof, as well as all other operating, reserve and other deposit accounts related to the Property (“**Accounts**”); (v) an assignment of all interest rate hedge agreements (if any); (vi) assignment of interest in low income housing tax credit equity capital contributions and managing member’s interest in LIHTC. The security will also include all other security and special documentation as may be determined necessary or advisable by Bank or Bank’s counsel. The Collateral shall not be further encumbered during the life of the Loan.

**Project  
Completion  
Date:**

No later than 24 months from closing.

**Guarantor(s):** Woda Cooper Companies, Inc. shall jointly, severally and unconditionally provide:

- (i) a full payment guaranty of the Loan (together with all hedging obligations and bank product obligations of Borrower with Bank and its affiliates);
- (ii) an unlimited completion and cost overrun guaranty, including, without limitation, the timely contribution of any loan balancing deposits;
- (iii) a full carry guaranty covering interest, insurance, operating expenses, real estate taxes and collection costs associated with the Loan; and
- (iv) Jointly and severally with Borrower, an environmental indemnity.

**Guarantor  
Covenants:**

Guarantor(s) shall maintain \$2,500,000 unencumbered liquidity, and a fair market net worth of at least \$10,000,000 covenants to be tested at closing and annually at the end of the calendar year-end (CYE). Guarantor will submit annually, a compliance statement together with acceptable documentation that demonstrates compliance with the foregoing requirements within 90 days of CYE.

**Publicity:**

Borrower agrees that Bank shall be permitted to use information related to the Loan, including the syndication and arrangement thereof, in connection with marketing, press releases or other transactional announcements or updates provided to investor or trade publications, including, but not limited to, the placement of “tombstone” advertisements in publications of its choice at its own expense and mutually agreeable signage posted during the construction period.

**Insurance**

**Requirements:** Borrower will be required to procure and maintain insurance as set forth in the documents to be executed by Borrower in connection with the Loan. Bank shall provide Borrower with insurance requirements prior to the closing of the Loan. These insurance requirements may include, but are not limited to, builder’s risk or fire and extended coverage insurance, as applicable, insurance against specific hazards affecting Bank’s security for the loan, flood insurance and public liability insurance (with Bank named as mortgagee and lender loss payee or additional insured, as applicable). Borrower shall cause the contractor to procure and maintain workers’ compensation and other appropriate insurance coverages required by Bank.

**Closing:** The Loan is to be closed by no later than April 1, 2026.

**Covenants:**

- (i) Treasury and Payment Services. Borrower shall maintain its primary operating account along with all related treasury and payment services with Truist Bank, and Loan payments will be made by ACH draft from said account.
- (ii) Reporting Requirements. As a condition to closing, and throughout the term of the Loan, Borrower and Guarantor shall provide to Bank such financial statements and reports as required and in accordance with Bank’s customary requirements, including without limitation the following:

1. complete copies of Borrower’s and Guarantor’s Federal tax returns, if any, together with all supporting schedules within 30 days of filing with the IRS;

2. a Borrower's operating statement including balance sheet, income statement, report of cash flow, contingent liabilities, and rent roll for the Project commencing 30 days after completion of construction certified by Borrower's authorized representative within 15-days of each calendar month end;
  3. year end compiled or audited and consolidated, as applicable, financial statements with contingent liabilities within 120-days of year end for Borrower (commencing 30 days after completion of construction) and 210-days of year-end for Guarantor.
- (iii) Other terms, conditions and documentation. Such other terms, conditions and documentation as are standard and customary for this type of transaction or otherwise deemed necessary or appropriate by the Bank, including customary representations, warranties, covenants, indemnification and events of default (including cross-default with all other Borrower related Truist debt). Loan documentation will contain customary increased cost, withholding tax, capital adequacy and yield protection provisions and, for purposes of such provisions, will treat Basel III and Dodd Frank as changes in law in a manner similar to that proposed by the Loan Syndications and Trading Association (LSTA). The terms herein are based on the credit conditions in the potential transaction as known by Bank. Should additional facts come to light that positively or negatively impact the situation, prices or other requirements quoted herein may be adjusted.

### **Closing**

#### **Conditions:**

The closing of the Loan shall be conditioned upon satisfaction (or valid waiver) of the conditions precedent usual and customary for transactions of this type, including, without limitation, the following conditions (all of the items to be delivered to be in form and substance satisfactory to Bank):

- (i) receipt and review of all financial and other information required by Bank on Borrower, Guarantor(s) and their constituent entities [and other specified entities, ie, major tenants, general contractor, related companies/principals/equity providers, etc.], including all due diligence materials necessary and relevant to verifying identity and background information for regulatory purposes under applicable "know your customer" and anti-money laundering laws, as deemed necessary by Bank in its sole and absolute discretion, all of which must be acceptable to Bank.
- (ii) receipt of an appraisal acceptable to Bank and conducted at Borrower's expense, which confirms not more than 80% Loan to Value (as "Stabilized based on restricted rents" plus the value of the LIHTC).
- (iii) An Interest Reserve amount that is acceptable to the Bank.
- (iv) such other documents, instruments, agreements or information as are requested by Bank and acceptable to Bank, including, but not limited to, as applicable, environmental reports, legal documentation, title/survey, proposed standard lease form, management agreement and subordination, building/structural condition report and/or front-end cost and document review, budget, plans/specs and contracts (including without limitation a guaranteed maximum general construction contract and payment and performance bonds from a surety acceptable to Bank), condition of markets/submarkets, revenue/expense pro-formas, financial review of Borrower, Guarantor, and general contractor, flood determinations, soils reports, wetlands delineations, entitlements, zoning, utility availability, proof of any tax credit awards or tax exempt status, equity investor and pay-in schedule, attorney opinion letters for Borrower and each Guarantor. Depending on the results of these assessments, reserves may be required as additional collateral.
- (v) There shall not have occurred, in the opinion of Bank, any material adverse change in the business or financial condition of Borrower or any Guarantor or in any other state of facts submitted to Bank in connection with the Loan, from that which existed at the time Bank considered the proposed Loan.

### **Governing Law; Waiver of Jury Trial, Jurisdiction**

**and Venue:**

State of VA. Each party shall waive its right to a trial by jury and submit to exclusive jurisdiction and venue in VA.

## **Exhibit “D”**

### **CONSTRUCTION LOAN TERM SHEET RIDER**

1. Only lien waivers of the GC, and not subcontractors, shall be submitted to lender.
2. No copies of subcontracts shall be required to be delivered to lender and there shall be no requirement for lender to approve subcontracts.
3. Lender shall review draw requests and change order requests within 10 business days
4. There shall be no limitation on the right to rebuild after a casualty event. Notwithstanding all rights and remedies outlined in the loan agreement.
5. Default rate of interest should not be any more than 3% over the typical rate.
6. Construction contract retainage with WCI shall be 5%.
7. Lender shall not disallow costs set forth under any contract with respect to the engineering, manufacture, and/or installation of any Engineered System including, without limitation, engineering fees, storage costs, and any applicable deposit. “Engineered Systems” shall mean materials and systems that that have been contracted for by Borrower and are intended to be incorporated into the Project but require off-site engineering, design, and manufacture prior to installation at the Project. Engineered Systems shall include, without limitation, elevators and sprinkler systems.
8. There shall be no restrictions on direct or indirect transfers of membership interests in any general partner of Borrower provided that either Jeffrey J. Woda or David Cooper Jr. continue to hold, directly or indirectly, the controlling membership interests in the general partner and the equity investor has consented to such transfer, to the extent their consent is required.
9. Final COs shall not be a condition to substantial completion – only temporary COs should be required so long as those COs allow residential occupancy.



A Division of Cedar Rapids Bank and Trust Company

July 15, 2024

Garrett LeDonne  
Vice President of Development and IT  
Woda Cooper Companies, Inc.  
500 S. Front St., 10th Floor  
Columbus OH 43215

Dear Garrett:

Thank you for giving us this opportunity to provide you with this 4% LIHTC tax exempt term bond/loan term sheet for the 76-unit Malone Place project located in Petersburg, VA. The following outlines the general loan terms and conditions for your review and consideration:

**4% LIHTC Tax Exempt Bond/Term Loan**

<b>Borrower:</b>	<b>Malone Place Limited Partnership</b>
<b>Loan Amount:</b>	Lesser of (a) \$4,100,000; or (b) the amount necessary to provide a 1.15 to 1.00 debt service coverage ratio with respect to the Project measured at the funding of the Loan; or (c) the amount such that the loan amount will not exceed 90% of the As Stabilized Rent Restricted Appraised Value.
<b>Purpose:</b>	Provide permanent term loan takeout financing to pay off the construction loan.
<b>Tax Exempt Interest Rate:</b>	<p>The interest rate as of 7/15/24 is 6.50%. The interest rate shall be fixed by a SWAP Agreement that is calculated to include a 36 month forward rate lock.</p> <p><b>Rate estimates above will continue to fluctuate based on the market until such time that the swap documentation is executed. Upon commencing the swap and locking your fixed interest rate, if the loan is cancelled for any reason, you will be 100% responsible for paying any and all of the make whole fees charged to CRBT resulting from unwinding the SWAP per the terms of the executed SWAP Documents along with all of CRBT's credit underwriting, legal, or other out of pocket expenses. Lender will require collateral for the forward rate lock in the form of Guarantees and a 2nd mortgage on the property. Collateral must be approved by CRBT prior to locking the rate and executing the SWAP documentation.</b></p>
<b>Loan Fee:</b>	\$10,000
<b>Maturity Date:</b>	15 years
<b>Repayment Terms:</b>	Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 15 year term.

<b>Collateral:</b>	First Real Estate Mortgage on the real property for the project referred to as the Malone Place located at 230 Medical Park Blvd, Petersburg, VA, assignment of the development agreement, and an assignment of rents and leases of the real property.
<b>Guarantors:</b>	SWAP Guarantees and Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner.
<b>Prepayment:</b>	Standard SWAP “Make Whole or In the Money” prepayment provisions will apply as specified in the SWAP Documents.
<b>Loan Agreements:</b>	Borrower’s loans shall be governed by loan documents which will contain terms and conditions that will be satisfactory to both the Borrower and Bank. All loan documents will be prepared by CRBT’s legal counsel, Winthrop & Weinstine in Minneapolis, MN.
<b>Due Diligence:</b>	<p>The Lender will need as part of necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to:</p> <ul style="list-style-type: none"> <li>(i) Appraisal including a Market and Feasibility Study</li> <li>(ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns;</li> <li>(iii) Phase I environmental report;</li> <li>(iv) 42(m) letter issued by the allocating agency with respect to the Project;</li> <li>(v) Financial statements of Investor, if requested by Lender;</li> <li>(vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;</li> <li>(vii) Documents evidencing Investor’s obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;</li> <li>(viii) Lender’s Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;</li> <li>(ix) An ALTA survey of the Project;</li> <li>(x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;</li> <li>(xi) The receipt of insurance coverage for the Project acceptable to Lender;</li> <li>(xii) Any general information concerning the Borrower, the sponsor, the Project, and financing that has not already been provided to Lender, such as the following: <ul style="list-style-type: none"> <li>1. Developer resume/biography;</li> <li>2. Previous Tax Credit Development Experience;</li> <li>3. Project Overview;</li> <li>4. Discussion and details of ownership structure for Project;</li> <li>5. Project timeline;</li> <li>6. Overall sources and uses for entire Project;</li> <li>7. Detailed breakdown of Tax Credits;</li> <li>8. Identification and background/resume of architect;</li> <li>9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and</li> </ul> </li> <li>(xiii) Other items as requested during further review.</li> </ul>

## GENERAL CONDITIONS PRECEDENT TO CLOSING:

If the Borrower accepts the terms of this proposal letter and CRBT formally credit underwrites and approves this loan, the closing and funding of the loans would be subject to, but not limited to the following conditions and requirements:

1. The execution of all loan and security documents prepared by CRBT in such form and containing such terms, conditions and provisions that CRBT or its legal counsel deems reasonably necessary.
2. Evidence of the Borrower's organization, good standing, capacity, and authority to borrow and to execute the loan documents, and to operate its business in the jurisdictions where it does so. These documents to include but are not limited to, the Borrower's articles of organization, operating agreement and borrowing resolution.
3. The Borrower, Bank, and Tax Credit Investor will establish a mutually DSCR covenant which has yet to be determined, but at a minimum will include a 1.15 DSCR used to size the loan, but will not represent an immediate material event of default if the covenant is not met. The Bank reserves the right request monthly financial statements in the event the Borrowers DSCR falls below 1.05.
4. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the borrower.
5. For the conversion of the project to occur, a minimum occupancy of 90% and a DSCR of 1.00 for 90 consecutive days must be achieved prior to CRBT agreeing to close/fund the term loan and payoff the construction loan/lender. This would also require the approval of the Tax Credit Investor. Notwithstanding the foregoing, obligations under the Swap Agreement will commence 36 months from the date the rate is locked whether or not the Project is in a position to convert to the permanent note.
6. Clean Financial/credit and background checks on the Developer Sponsors/Owners.
7. Replacement/Maintenance Reserve Accounts required for this project/loan will be required to be opened and maintained at CRBT.
8. The Borrower shall reimburse Lender and its participants for all reasonable out-of-pocket legal and documentation expenses incurred in connection with the transaction.
9. A \$10,000 good faith deposit/commitment fee is required with this signed term sheet. In the event the bank does not credit approve the loan, the \$10,000 will be fully refunded to the Borrower. In the event the Borrower does not close the loan for any reason after it is formally credit approved, the \$10,000 will be fully retained by CRBT to offset our credit underwriting expenses. If the loan is approved and funded, the \$10,000 can either be applied to closing costs or returned to the Borrower if requested.

**This proposal letter outlines the basic structure and terms of the credit facilities requested by Borrower. It is not a commitment letter and may not reflect the final loan terms and conditions as required in our final loan credit approval. The terms contained herein are subject to formal credit underwriting and approval. If the borrower finds the general terms contained herein acceptable, please return a signed and accepted to copy to CRBT.**

If you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,



Michael Goerd  
Vice President  
Specialty Finance Group

Accepted by: 

Date: 7/15/2024

Title: Authorized Representative

# **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

Parcel Nos. 087030810

PREPARED BY: Matthew Greeson, Esq. VA Bar No.83939  
WHEN RECORDED MAIL TO: Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001

## **RIGHT OF FIRST REFUSAL** **AGREEMENT**

### **(Malone Place)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among Malone Place Limited Partnership, a Virginia limited partnership (the "Owner" or the "Company"), Bay Aging, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by Malone Place GP, LLC, an Ohio limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [ State Registered ] limited liability company (the "**Investor Member**") and [ Special Member ] **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [ State Registered ] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 76-unit apartment project for families located in Petersburg, Virginia and commonly known as "Malone Place" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;
- D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency

of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

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

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to

be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
  - (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
  - (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
  - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
  - (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
  - (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
  - (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

- C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

Section 5. Contract and Closing

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

Section 6. Conveyance and Condition of the Property

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

Section 7. Transfer

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

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

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

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

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

Section 10. Notice

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

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, Kathy E. Vesley, President & CEO, 5306 Old

Virginia Street PO Box 610, Urbanna, VA 23175.

#### Section 11 Severability of Provisions

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

#### Section 12. Binding Provisions

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

#### Section 13. Counterparts

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

#### Section 14. Governing Law

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

#### Section 15. Headings

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

#### Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder,

including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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


**OWNER:**

**Malone Place Limited Partnership**, a Virginia limited partnership

By: Malone Place GP, LLC, , an Ohio limited liability company, its general Partner

By: Woda Cooper Communities II, LLC, its Managing Member Managing Member of

MM if applicable

By: , its Manager  
David Cooper, Jr.

State of Ohio CITY/COUNTY OF Franklin

On July 3rd, 2024, before me, the undersigned, a notary public in and for said state, personally appeared David Cooper, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity as Manager of Woda Cooper Communities II, LLC, the managing member of Malone Place GP, LLC, the General Partner of Malone Place Limited Partnership and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public:

1/19/2027

Commission Expires:

2022-RE-843279

Registration No.:



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

**GRANTEE:**

Bay Aging, a Virginia non-stock nonprofit corporation

By: Kathy E. Vesley

Name: Kathy E. Vesley

Title: President & CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Middlesex

On July 3, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Kathy E. Vesley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President & CEO of Bay Aging, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Stephanie Mary Hutton

Commission Expires: 11/30/2026

Registration No.: 7780473

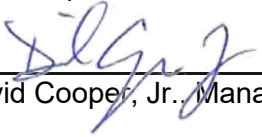


The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**GENERAL PARTNER:**

**Malone Place GP, LLC**, an Ohio limited liability company

By: Woda Cooper Communities II, LLC >

By:   
Its: David Cooper, Jr., Manager

STATE OF OHIO CITY OF Columbus

On July 3rd, 2024, before me, the undersigned, a notary public in and for said state, personally appeared David Cooper, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Manager of Woda Cooper Communities II, LLC, the managing member of Malone Place GP, LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission Expires: 1/19/2027

Registration No.: 2022-RE-843279



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

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

**INVESTOR MEMBER:**

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

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

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

**SPECIAL MEMBER:**

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

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Petersburg, Virginia, containing 26.570 acres of land, more or less, together with the improvements thereon and described as Lot 5 on that certain subdivision plat prepared by Timmons Group, dated August 11, 2005, entitled "PLAT SHOWING A SUBDIVISION OF 100.634 ACRES OF LAND FOR THE CREATION OF LOTS 3, 4, 5 & 6 COMMONWEALTH MEDICAL PARK AND THE DEDICATION OF 2.921 ACRES OF LAND AS PUBLIC RIGHT OF WAY SITUATED ON THE EAST LINE OF SOUTH CRATER ROAD U.S. ROUTE 301 AND THE WEST LINE OF INTERSTATE 95 IN THE CITY OF PETERSBURG, VIRGINIA", a copy of which plat is recorded in the Office of the Clerk of the Circuit Court, City of Petersburg, Virginia ("Clerk's Office") in Plat Book 5, pages 300-301 and reference to which is hereby made for a more particular description.

LESS AND EXCEPT that portion of the property conveyed to the City of Petersburg, Virginia, a municipal corporation, by Deed of Gift, dated October 4, 2007, recorded December 20, 2007, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia as Instrument Number 070006804.

BEING a portion of the same property conveyed to Petersburg South Associates, a Virginia general partnership by deed from Crater South Associates, dated August 12, 1983, recorded August 15, 1983, in Deed Book 398, page 467, in the Clerk's Office, Circuit Court, City of Petersburg, Virginia. Petersburg South Associates, LLC, a limited liability company, succeeded to the ownership of said real estate pursuant to a conversion from a general partnership as evidenced by Certificate filed in the aforementioned Clerk's Office January 31, 2003, as Instrument No. 03-00418.

Parcel Nos. 087030810

~~RECORDING REQUESTED~~ PREPARED BY:  
No. 83939

Matthew Greeson, Esq. VA Bar

~~AND~~ WHEN RECORDED MAIL TO:

Reno & Cavanaugh PLLC  
455 Massachusetts Avenue, NW, Suite 400  
Washington, DC 20001

## **RIGHT OF FIRST REFUSAL** **AGREEMENT**

**(~~[Project name]~~ Apartments Malone Place)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among ~~[OWNER ENTITY]~~ Malone Place Limited Partnership, a Virginia limited ~~liability company~~ partnership (the "Owner" or the "Company"), ~~[GRANTEE]~~ Bay Aging, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by ~~[MANAGING MEMBER ENTITY]~~, a ~~Virginia~~ Malone Place GP, LLC, an Ohio limited liability company (the "Managing Member"), ~~[INVESTOR ENTITY]~~, a [State Registered] limited liability company (the "**Investor Member**") and [Special Member] ] **[SPECIAL LIMITED PARTNER, L.L.C.]**, a [State Registered] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

- A. The Owner, pursuant to its [Amended and Restated] ~~Operating~~ Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of ~~an [Number]]~~ a 76-unit apartment project for families

located in ~~[Jurisdiction]~~ Petersburg, Virginia and commonly known as "~~[Project name]~~ Apartments Malone Place" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.

- B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and
- C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

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

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any

reserves of the Partnership that is required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the

Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].

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

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.
- B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
- (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and
  - (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by

- the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
  - (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

#### Section 5. Contract and Closing

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

#### Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “**AS IS, WHERE IS**” and “**WITH ALL FAULTS AND DEFECTS**,”

latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner’s attorney’s fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner’s title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a “Permitted Assignee”) at the election and direction of the Grantee or to any assignee that shall be a “qualified nonprofit organization” as defined in

Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any

rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

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

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

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

Section 9. Option to Purchase

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

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

## Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received

~~(i)~~ two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, ~~[Grantee Contact Name]~~ ~~[Grantee Mailing Address]~~

~~;~~ ~~and Section 11. Severability of Provisions~~ Kathy E. Vesley, President &

CEO, 5306 Old Virginia Street PO Box 610, Urbanna, VA 23175.

## Section 11 Severability of Provisions

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

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

## Section 12. Binding Provisions

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

## Section 13. Counterparts

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

## Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding

the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

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

Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one

(21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running

with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

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

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth

of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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

**OWNER:**

~~{OWNER ENTITY}~~, a Malone Place Limited Partnership, a Virginia ~~limited liability company~~ partnership

By: Malone Place GP, LLC, an Ohio limited liability company, its general Partner

By: Woda Cooper Communities II, LLC, its Managing Member ~~Entity~~, a ~~Virginia~~

~~limited liability company, its managing member~~ By: ~~Managing Member of MM if~~

applicable

By: ~~Authorized Owner Signatory~~ \_\_\_\_\_, its ~~Manager~~  
Jeffrey J. Woda

~~COMMONWEALTH OF VIRGINIA~~ State of

Ohio CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~E~~ Jeffrey J. Woda, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in ~~her~~ his capacity as ~~E~~ Manager of Woda Cooper Communities II, LLC, the managing member of ~~the [Managing Member Entity], which is the managing member of~~ ~~{Owner Entity}~~ and that by her Malone Place GP, LLC, the General Partner of Malone Place Limited Partnership and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

~~Right of First Refusal  
Agreement [Project  
name] Apartments  
Signature Page 1 of 4~~

**GRANTEE:**

[-] Bay Aging, a Virginia non-stock nonprofit corporation

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

Name: Kathy E. Vesley

Title: President & CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared [-]

Kathy E. Vesley, personally

known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as [-] President & CEO of Bay Aging, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

~~Right of First Refusal  
Agreement [Project name]  
Apartments Signature  
Page 2 of 4~~

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

~~MANAGING MEMBER~~GENERAL PARTNER:

~~[MANAGING MEMBER ENTITY]~~, a Virginia Malone Place

GP, LLC, an Ohio limited liability company By: —

By: Woda Cooper Communities II, LLC >

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

Its: Jeffrey J. Woda, Manager

~~COMMONWEALTH~~STATE OF

~~VIRGINIA~~OHIO CITY/~~COUNTY~~ OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared ~~\_\_\_\_\_~~ Jeffrey J. Woda, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~he executed the same in ~~her~~his capacity as ~~\_\_\_\_\_~~ the sole Manager of Woda Cooper Communities II, LLC, the managing member of ~~[Managing Member Entity]~~ Rosenwald Pointe GP, LLC, and that by ~~her~~his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Registration No.: \_\_\_\_\_

~~Right of First Refusal  
Agreement [Project  
name] Apartments  
Signature Page 3 of 4~~

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

**INVESTOR MEMBER:**

**[INVESTOR ENTITY]**, a [\_\_\_\_\_] [\_\_\_\_\_] [\_\_\_\_\_] limited liability company

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

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

**SPECIAL MEMBER:**

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

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

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

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

~~Right of First Refusal  
Agreement [Project  
name] Apartments  
Signature Page 4 of 4~~

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

[insert legal]

<b>Summary report:</b> <b>Litera Compare for Word 11.7.0.54 Document comparison done on</b> <b>7/17/2024 11:52:35 AM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> nd://4870-4326-2125/1/Right of First Refusal Agreement 2024-FORM.docx	
<b>Modified filename:</b> Right of First Refusal Agreement 2024 (Malone Place) 4870-1015-1374.2.docx	
<b>Changes:</b>	
<u>Add</u>	60
<del>Delete</del>	56
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	116

# **Tab W:**

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



## WODA COOPER COMPANIES

614.396.3200  
www.wodagroup.com

500 South Front St  
10th Floor  
Columbus, Ohio 43215

7/1/2024

Stephanie Flanders  
Director of LIHTC Programs  
Virginia Housing  
601 S. Belvidere Street  
Richmond, VA 23220

Re: Internet Service

Dear Ms. Flanders:

Please be advised that Malone Place will provide free individual Wi-Fi internet service for all units per the QAP and Tax Credit Manual for 12 points. Free community room Wi-Fi restricted to development residents will also be provided per the QAP and Tax Credit Manual. There will be a rotating password and only accessible to residents. The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

The internet service provided will be 25 Mbps download and 3 Mbps upload.

Please see the following attached documents that will also be provided to residents:

- Draft Resident Acknowledgement Form
- Internet Security Plan
- Resident Internet Education Information

In addition, the development team will include the resident education and form in all resident files.

Sincerely,

WODA COOPER DEVELOPMENT, INC.

David Cooper, Jr.  
President



## Resident Acknowledgement Form

### RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have been provided a copy and have thoroughly reviewed the Internet Security Plan and Resident Internet Education Information and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

### Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

Furthermore, I acknowledge that free individual Wi-Fi internet service will be provided. I agree to use good judgement when using the free Wi-Fi internet service. I agree to avoid downloading questionable applications, and I agree to report any questionable applications links and emails. I have read the Rules of Operation above and I will abide by them.

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

Name (Print): \_\_\_\_\_

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



**Malone Place**

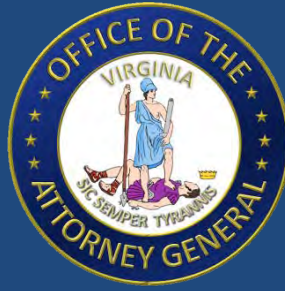
**INTERNET SECURITY PLAN**

The internet service in the community room will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

# Resident Internet Education Information



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

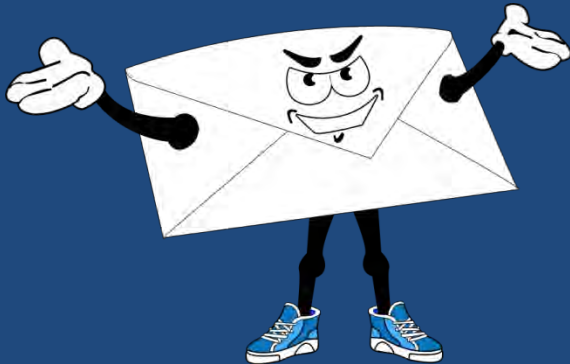
# Spam



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/>



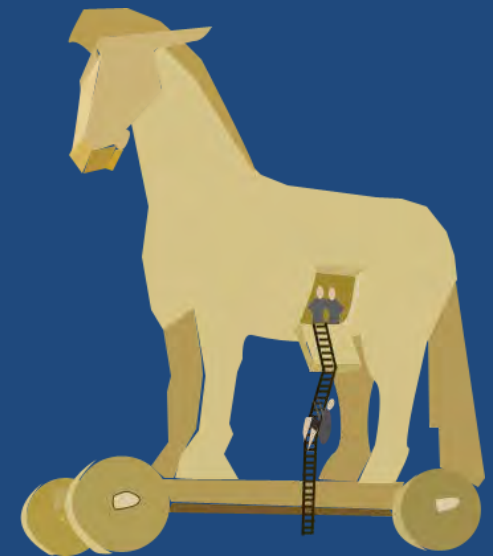
# Trojan Horse

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/2010/08/12/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

## ***Malone Place***

### ***Tenant Selection Plan and 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 Malone Place will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. The majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

Woda Management & Real Estate, LLC (“WMRE”) will be responsible for the management of Malone Place. WMRE will be responsible for all traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, WMRE will be responsible for the development and management of community and resident services program. There will be a property manager on-site at Malone Place. The files will also be kept on-site at Malone Place.

Malone Place is located at approximately 230 Medical Park Blvd., Petersburg, VA 23805. Malone Place will be a 76-unit residential development. 10% of the total units (8 units) will be marketed and held available for tenants with disabilities (“disability units”). The disability units will conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act and will include roll-in showers, roll-under sinks, and front-control ranges. The development will provide rent subsidies in order to ensure occupancy by extremely low-income persons for 10% of the units. Malone Place Limited Partnership will not impose tenant selection criteria or leasing terms to the disability units having state rental assistance that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

Malone Place Limited Partnership and WMRE commit to providing *a first preference on its waiting list for a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth for the greater of 8 units or 10% of the units.* At least 10% of the units will conform to HUD regulations interpreting the fully, permanently accessible unit requirements of Section 504 of the Rehabilitation Act as referenced in the requirements set forth in the Uniform Federal Accessibility Standards “UFAS”. As mentioned in Section II. Marketing and Outreach, Malone Place Limited Partnership and WMRE will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) and Virginia Department of Behavioral Health and Developmental Services (DBHDS). WMRE

will retain tenant verification letters, and the Acknowledgement and Settlement Agreement Target Population Status. Developmental Disability units will be confirmed by VH; Elizabeth Seward, Director, Statewide Housing Initiatives, (804)-343-5615.

## **I. Affirmative Marketing**

WMRE is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. WMRE, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure. Any resident who has questions not answered by the housing staff will be referred to the Regional Director of WMRE.

## **II. Marketing and Outreach**

WMRE will locate people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act which will be accomplished as follows:

### **1. Networking**

WMRE will contact local centers for independent living and disability services boards and other service organizations via phone and printed communication. Additionally, WMRE will notify such organizations of vacancies. The contacts will include the following organizations:

- Capital Area Partnership Uplifting People, Inc.: 804-788-0050
- District 19 Community Services Board: 804-862-6137
- Resources for Independent Living, Inc.: 804-353-6503
- Virginia Department for Aging and Rehabilitative Services: 804-662-7000 and 1-800-552-5019
- Virginia Association of Community Services Boards: 804-330-3141
- Department of Rehabilitative Services: 540-332-7700

- Department of Veterans Services: 877-285-1299
- Continuum of Care Organizations
- Virginia Board for People with Disabilities: 804-786-0016
- Virginia Easy Access: 1-888-992-0959
- Centers for Independent Living (Valley Associates for Independent Living, Inc.)
  - Disability Resource Center: 540-433-6513
  - Access Independence: 1-888-242-2845
- **Virginia Department of Medical Assistance Services (DMAS): 804-786-7933**
- **Virginia Department of Behavioral Health and Developmental Services (DBHDS): 804-786-3921**
- Any other appropriate resource agencies/organizations, non-profits that assist persons with disabilities, churches, veteran's organizations, service clubs (Rotary, Kiwanis, Ruritans, VFW), patient services of local hospitals and nursing homes
- Places of employment, unemployment offices, welfare and post offices, grocery stores, churches, community halls, public transportation centers, and local non-profit organizations

**Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth**

- Unless prohibited by any applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VH.

## 2. Internet Search and Digital Advertising

Woda Management & Real Estate, LLC will also list the property on the following websites at the start of lease up and for the duration of the compliance period:

- The property will be listed on [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com) , which includes information on amenities available for the Target Population(s). It will be listed at the start of lease up and for the duration of the compliance period.
- [www.hud.gov](http://www.hud.gov)
- [www.craigslist.org](http://www.craigslist.org)
- [www.accessva.org](http://www.accessva.org)
- <http://dbhds.virginia.gov>
- [www.wodagroup.com](http://www.wodagroup.com)
- Other applicable apartment listing websites

## 3. Print Media

Print media sources will also be identified in the area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

## 4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents will be rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the project newsletter announcing the tenant referral program.

## 5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two-color brochures can be produced at low cost which will effectively sell the apartments and community. This brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station

- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer will incorporate graphics as well as a small amount of copy and will be designed to generate traffic.

- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer will be created and distributed to all residents announcing the incentive program. (ex. \$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 will be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers should be changed several times each year to reflect the season or any type of special referral program.

### **III. Public and Community Relations**

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters will be displayed in English and Spanish in the Rental Office. Also posted in the Rental Office will be instructions to anyone who believes they have been discriminated against to contact the Regional Manager at WMRE directly. WMRE encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, churches, mosques, synagogues, city officials, and other sources of potential qualified residents still to be identified.

### **IV. Tenant Selection and Orientation**

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Management Office will be open Monday through Thursday from 9:00 A.M. to 2:00 P.M. Applicants will be processed at the Management Office in accordance with approved criteria. Move-in process and orientation to property - applicants meet with the Housing Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

On-site staff will perform housekeeping/home visits, check previous landlord and personal references, verify income, perform criminal/sex offender and credit background checks for each application submitted. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New tenants will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures, and a review of the Lease documents.

### **Tenant Selection Criteria**

Tenant Selection will include maximum income standards under the Low-Income Housing Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

*Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.*

### **Application Processing**

Application processing will be done by the housing staff at the Management Office, who are trained and experienced in Fair Credit Law. As stated before, the processing will include a review of prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The on-site staff will make further reviews for inaccuracies in the application.

The annual income and family composition are the key factors for determining eligibility. However, the Property Manager will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below your threshold, but you have determined the applicant has no bad credit and no negative rental history and no criminal history and enough income to qualify, then you can conditionally approve the application after you have contacted the prior landlord. In these cases, the application must be reviewed by the Associate Director before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
  - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
  - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Malone Place is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability if required.
- Applicants must provide a birth certificate or other acceptable HUD approved forms of documentation for all household members.

- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

### **Held Vacant for 60 Days**

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the 50-point special needs unit or Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point Units to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the special needs population or Target Population.

Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

## Appendices continued

### SWAM CONTRACT CERTIFICATION

(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Malone Place Limited Partnership

Name of SWaM Service Provider Watts Real Estate Consulting & Development, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly Virginia Housing) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

#### **INSTRUCTIONS**

**Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.**

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
  - X • consulting services to complete the LIHTC application;
  - X • ongoing development services through the placed in service date; general contractor;
    - architect;
    - property manager; accounting services;
    - or legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term. Watts Real Estate Consulting and Development, LLC was engaged prior to application submission as a consultant to the Applicant for ongoing development services, acting as a community liaison with local officials, connecting with potential MBE and WBE subcontractors for all aspects of the proposed development. If awarded credits, it will serve as a subcontractor in its area of expertise during construction until placed in service date. Including attending draw meetings, ensuring diversity in subcontractor hiring in region, etc.

## Appendices continued

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWaM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program.

### **CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is bona fide and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

### **APPLICANT**

Name of Applicant Malone Place Limited Partnership


Signature of Applicant 

Printed Name and Title of Authorized Signer

David Cooper, Jr., Authorized Member of the General Partner

### **SWaM CERTIFIED SERVICE PROVIDER**

Name of SWaM Certified Service Provider Watts Real Estate Consulting & Development, LLC

Signature of SWaM Certified Service Provider 

Printed Name and Title of Authorized Signer

Bruce A. Watts, Authorized Member

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### WATTS REAL ESTATE CONSULTING & DEVELOPMENT, LLC

is a certified Small, Minority Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Accordingly Certified

Certification Number: 827142  
Valid Through: Apr 5, 2028

*Willis A. Morris*

Willis A. Morris, Director



# **Tab AA:**

Priority Letter from Rural Development

**NOT APPLICABLE**

# **TAB AB:**

Social Disadvantage Certification

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Bruce Watts

LIHTC Applicant Name Malone Place Limited Partnership

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

**INSTRUCTIONS:**

***Please complete either IA or 1B and also provide a complete response to II. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.***

I. **SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

X Black American

\_\_\_\_\_ Hispanic American

\_\_\_\_\_ Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

\_\_\_\_\_ Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

\_\_\_\_\_ Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. \_\_\_\_\_ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. **Ownership and Control**

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

Bruce Watts will own 25% of the General Partner Interest in Malone Place Limited Partnership.  
*Please see the Organizational Chart in Tab A for verification.*


[Application continues on following page]

## CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Malone Place Limited Partnership  
Name of Applicant

  
Signature of Applicant

David Cooper, Jr. – Authorized Member of the General Partner  
Printed Name and Title of Authorized Signer

PRINCIPAL:

  
Signature of Qualifying Principal

Bruce Watts – Member of Malone Place GP, LLC  
Printed Name and Title of Qualifying Principal