
2026 Federal Low Income Housing Tax Credit Program for Virginia

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications and Fees Must Be Received

No Later Than **12:00 PM** Richmond, VA Time On **March 12, 2026**

Tax Exempt Bonds

Applications and Fees Must Be Received

No Later Than **12:00 PM** Richmond, VA Time for one of the available
4% credit rounds- **January 15, 2026, July 1, 2026** or **October 1, 2026.**

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



INSTRUCTIONS FOR THE VIRGINIA 2026 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. 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 all credits:

Applicants should submit the application package via Procorem prior to the application deadline, which is **12:00 PM** Richmond Virginia time for each round. 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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

| Name | Email | Phone Number |
|--------------------|--|----------------|
| Stephanie Flanders | stephanie.flanders@virginiahousing.com | (804) 343-5939 |
| Phil Cunningham | phillip.cunningham@virginiahousing.com | (804) 343-5514 |
| Lauren Dillard | lauren.dillard@virginiahousing.com | (804) 584-4729 |
| Hadia Ali | hadia.ali@virginiahousing.com | (804) 343-5873 |

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2026 Low-Income Housing Tax Credit Application For Reservation

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

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | PDF Copy of the Signed Tax Credit Application with Attachments (Tabs A-AB) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Signed Previous Participation Agreement |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Tab A: Chart of ownership structure with percentage of interests (see manual for details) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Syndicator's or Investor's Letter of Intent (MANDATORY) |
| <input type="checkbox"/> | Tab D: <i>Any supporting documentation related to List of LIHTC Developments or Previous Participation Agreement</i> |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification and Sample HERS certificates (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| <input type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) The following documents need not be submitted unless requested by Virginia Housing: -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab) |
| <input type="checkbox"/> | 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 checked="" type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input 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 Veteran Owned Small Business certification |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input checked="" type="checkbox"/> | Tab AB: Ownership's Veteran Owned Small Business Certification |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/12/2026

1. Development Name: Johnson Lofts
 2. Address (line 1): 2601 Cunningham Drive
 Address (line 2): _____
 City: Hampton State: VA Zip: 23666
 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 ▶ Hampton 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: 103.11
 7. Development is located in a **Qualified Census Tract**. FALSE Note regarding DDA and QCT
 8. Development is located in a **Difficult Development Area**. FALSE
 9. Development is located in a **Revitalization Area based on QCT**. FALSE
 10. Development is located in a **Revitalization Area designated by resolution or by the locality**. TRUE
 11. Development is located in an **Opportunity Zone** (with a binding commitment for funding). FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
 12. Development is located in a census tract with a household poverty rate of:

| | | |
|--------------|-------------|--------------|
| 3% | 10% | 12% |
| <u>FALSE</u> | <u>TRUE</u> | <u>FALSE</u> |
 13. Development is located in a medium or high-level economic development jurisdiction based on table. FALSE
 14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE
- Enter only Numeric Values below:
15. Congressional District: 3
 Planning District: 23
 State Senate District: 23
 State House District: 87

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

The development team is developing Johnson Lofts, a multifamily community in Hampton, Virginia. The development will consist of 44 residential units in one 4-story building with an elevator. 15% of the units will be designated for Accessible Supportive Housing target populations as defined in the Tax Credit Manual. The development team has successfully developed and placed in service hundreds of affordable housing properties across a multitude of states and is considered a leader in the affordable housing industry.

VHDA TRACKING NUMBER

2026-ASH-88

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/12/2026

17. 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: Mary Bunting
 Chief Executive Officer's Title: City Manager Phone: 757-727-6392
 Street Address: 22 Lincoln Street, 8th Floor
 City: Hampton State: VA Zip: 23669

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

- 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:

Accessible Supportive Housing Pool

or

b. If requesting Tax Exempt Bond credits, select the round.

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year (skip for TE Credits)

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, 2026.

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, 2026, 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 2026 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

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

FALSE

If true, provide name of companion development:

[Redacted]

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

FALSE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

6. Extended Use Restriction

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

Must Select One: 50

Definition of selection:

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

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

TRUE

Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top right of our website. 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: Johnson Lofts Limited Partnership

Developer Name: Woda Cooper Development, Inc.

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

Address: 500 S. Front Street, 10th Floor

City: Columbus St. ▶ OH Zip: 43215

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

Email address: gmustric@wodagroup.com

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

Select type of entity: ▶ limited partnership Formation State: ▶ Virginia

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

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

- ACTION:**
- a. Provide Certification from Virginia State Corporation Commission (**Mandatory TAB B**)
 - b. Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF, along with ROFR, if applicable.

b. TRUE Indicate if at least one principal listed within Org Chart has a Veteran-Owned Small Business Certification and has at least 25% ownership interest in the controlling general partner or managing member as defined in the manual.

ACTION: If true, provide Virginia Housing Veteran Owned Small Business Certification (**TAB AB**)

c. FALSE Indicate True if the owner meets the following statement:

An applicant with a principal that, within three years prior to the current application, beginning with deals awarded in 2025, received an IRS Form 8609 for placing a separate 9% development in service without returning credits to or requesting additional credits from the issuing housing finance agency, will be permitted to increase the amount of developer's fee included in the development's eligible basis by 10%.

If True above, what property placed in service?

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: 12/31/2026

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than 12/31/2026 .

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: Metrotec Associates, Inc.

Address: 1240 Course View Circle

City: Virginia Beach St.: Virginia Zip: 23455

Contact Person: Tara Gowda Phone: (708) 476-1995

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

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

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

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

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

► Indicate Veteran Owned Small Business designation (as defined in the manual) to each team member (if applicable). You can mark True for 3 members to receive the full 10 points.

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 | | |
| | Address: | 455 Massachusetts Ave., Suite 400 | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | 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 | | |
| | Address: | 380 S. 5th Street | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | Columbus, OH 43215 | | |
| | Email: | bstickler@lcscpa.com | Phone: | (614) 224-0955 |
| 3. | Consultant: | Tim Farinholt | This is a Related Entity. | FALSE |
| | Firm Name: | Tim's Garage & Consulting LLC | | |
| | Address: | 2308 Park Ave. | Veteran Owned Small Bus? | TRUE |
| | City, State, Zip | Richmond, VA 23220 | Role: | Consultant |
| | Email: | tfarinholt@timsgarage.org | Phone: | (804) 412-5798 |
| 4. | Management Entity: | David Cooper, Jr. | This is a Related Entity. | TRUE |
| | Firm Name: | Woda Management & Real Estate, LLC | | |
| | Address: | 500 S. Front St., 10th Floor | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | 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. | | |
| | Address: | 500 S. Front St., 10th Floor | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | Columbus, OH 43215 | | |
| | Email: | dcooper@wodagroup.com | Phone: | (614) 396-3200 |
| 6. | Architect: | Douglas E. Weatherby, AIA, LEED AP, BD+C, | This is a Related Entity. | FALSE |
| | Firm Name: | PCI Design Group, Inc. | | |
| | Address: | 500 South Front Street, Suite 975 | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | Columbus, OH 43215 | | |
| | Email: | dweatherby@pcidesigngroup.com | Phone: | (614) 371-3884 |

E. DEVELOPMENT TEAM INFORMATION

| | | | | |
|-----|-----------------------|-----------------------------------|---------------------------|-------------------------|
| 7. | Real Estate Attorney: | Efrem Levy | This is a Related Entity. | FALSE |
| | Firm Name: | Reno & Cavanaugh PLLC | | |
| | Address: | 455 Massachusetts Ave., Suite 400 | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | Washington, DC 20001 | | |
| | Email: | elevy@renocavanaugh.com | Phone: | (202) 349-2476 |
| 8. | Mortgage Banker: | | This is a Related Entity. | FALSE |
| | Firm Name: | | | |
| | Address: | | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | | | |
| | Email: | | Phone: | |
| 9. | Other 1: | Thomas Gibson | This is a Related Entity. | FALSE |
| | Firm Name: | Gibson Spyre LLC | | |
| | Address: | 1403 Prince Street | Veteran Owned Small Bus? | TRUE |
| | City, State, Zip | Alexandria, VA 22314 | Role: | Consultant |
| | Email: | tgibson@GibsonSpyreLLC | Phone: | (703) 772-1239 |
| 10. | Other 2: | James Cappano | This is a Related Entity. | FALSE |
| | Firm Name: | Cappano Lumber LLC | | |
| | Address: | 3100 Dillon Falls Road | Veteran Owned Small Bus? | TRUE |
| | City, State, Zip | Zanesville, OH 43701 | Role: | Consultant/Member of GP |
| | Email: | jim@lumber-town.com | Phone: | (740) 403-6947 |
| 11. | Other 3: | Ryne Johnson | This is a Related Entity. | FALSE |
| | Firm Name: | Astoria, LLC | | |
| | Address: | 3450 Lady Marian Court | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | Midlothian, VA 23113 | Role: | Consultant |
| | Email: | RyneJohnson@AstoriaLLC.com | Phone: | (804) 320-0585 |
| 12. | Other 4: | | This is a Related Entity. | FALSE |
| | Firm Name: | | | |
| | Address: | | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | | Role: | |
| | Email: | | Phone: | |
| 13. | Other 5: | | This is a Related Entity. | FALSE |
| | Firm Name: | | | |
| | Address: | | Veteran Owned Small Bus? | FALSE |
| | City, State, Zip | | Role: | |
| | Email: | | Phone: | |

F. REHAB INFORMATION

1. Acquisition Credit Information

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

Action: If true, provide an electronic copy of the Existing Condition Questionnaire, 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?
 If this is a preservation deal,
 what date did this development enter its Extended Use Agreement period?

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

FALSE Nonprofit meets eligibility requirements for nonprofit pool and points.

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [input field]

Name: [input field]

Contact Person: [input field]

Street Address: [input field]

City: [input field] State: [input field] Zip: [input field]

Phone: [input field] Contact Email: [input field]

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

Name of qualified nonprofit: _____

or indicate true if Local Housing Authority Name of Local Housing Authority **FALSE** _____

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

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

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

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

| | | | |
|---|---------|----------|------------------------------------|
| a. Total number of all units in development | 44 | bedrooms | 93 |
| Total number of rental units in development | 44 | bedrooms | 93 |
| Number of low-income rental units | 44 | bedrooms | 93 |
| Percentage of rental units designated low-income | 100.00% | | |
| | | | |
| b. Number of new units: | 44 | bedrooms | 93 |
| 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 | | | 55,633.72 <small>(Sq. ft.)</small> |
| e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage) | | | 465.86 <small>(Sq. ft.)</small> |
| f. Nonresidential Commercial Floor Area (Not eligible for funding) | | | 0.00 |
| g. Total Usable Residential Heated Area | | | 55,167.86 <small>(Sq. ft.)</small> |
| h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space | | | 100.00% |
| i. Exact area of site in acres | 1.692 | | |
| j. Locality has approved a final site plan or plan of development. If True , Provide required documentation (TAB O). | | FALSE | |
| k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G) | | | |
| l. Development is eligible for Historic Rehab credits | | FALSE | |

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

a. Specify the **average size and number per unit type:**

LIHTC Units can not be greater than Total Rental Units

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

| Unit Type | Average Sq Foot | | # of LIHTC Units | Total Rental Units |
|------------------------|-----------------|----|------------------|--------------------|
| 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 | 1040.02 | SF | 6 | 6 |
| 2BR Garden | 1228.60 | SF | 27 | 27 |
| 3BR Garden | 1432.34 | SF | 11 | 11 |
| 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 |
| | | | 44 | 44 |

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: 4

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

- e. Commercial Area Intended Use: N/A

- f. Development consists primarily of : (Only One Option Below Can Be True)
 - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood) TRUE
 - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood) FALSE
 - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood) FALSE

- 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. 1
 - Elevator Type (if known) TBD

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community Room Min. 749 SQFT and service provider office

m. Number of Proposed Parking Spaces 57
 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 or proffered 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.
- c. **All Tax Exempt 4% Applications must submit plans and specifications complete at least through Design Development (DD) phase for all design disciplines.** Reference the separate Minimum Design and Construction Requirements document for a full list of submission requirements for New Construction and Rehabilitation projects.

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. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE d. Cooking surfaces are equipped with fire suppression features as defined in the manual
- TRUE e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE f. Full bath fans are equipped with a humidistat.
- TRUE g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service where it does not already exist.
- TRUE i. Each unit is provided free individual high-speed internet access.
(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)
- TRUE j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- FALSE k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE l. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE m. All interior doors within units are solid core.
- TRUE n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at **Tab F**.
- FALSE o. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

J. ENHANCEMENTS

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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


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

- | | |
|-------------------------------|--|
| <input type="checkbox"/> TRUE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards. |
| <input type="checkbox"/> 44 | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards: 100% of Total Rental Units |

No Market Units listed on Structure 1a.

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

If not, please explain:

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

I. UTILITIES

1. Utilities Types:

- a. Heating Type Heat Pump
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

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

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

| Utilities | Enter Allowances by Bedroom Size | | | | |
|--|----------------------------------|-------|-------|-------|------|
| | 0-BR | 1-BR | 2-BR | 3-BR | 4-BR |
| Heating | 0 | 8 | 11 | 13 | 0 |
| Air Conditioning | 0 | 6 | 8 | 10 | 0 |
| Cooking | 0 | 4 | 5 | 5 | 0 |
| Lighting | 0 | 34 | 40 | 47 | 0 |
| Hot Water | 0 | 14 | 20 | 25 | 0 |
| Water | 0 | 13 | 19 | 25 | 0 |
| Sewer | 0 | 55 | 83 | 110 | 0 |
| Trash | 0 | 0 | 0 | 0 | 0 |
| Total utility allowance for costs paid by tenant | \$0 | \$134 | \$186 | \$235 | \$0 |

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

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

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 category, as appropriate.
Action: Provide appropriate documentation (**Tab X**)

TRUE 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.

All common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.

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

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

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

- FALSE** Elderly (as defined by the United States Fair Housing Act.)
- FALSE** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
- TRUE** Supportive Housing (as described in the Tax Credit Manual)
If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?
- TRUE** **Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

b. The development has existing tenants and a relocation plan has been developed. **FALSE**
(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties as described in the manual.)
Action: Provide Relocation Plan, Budget and Unit Delivery Schedule (**Mandatory if tenants are displaced - Tab J**)

K. SPECIAL HOUSING NEEDS

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: Hampton Redevelopment and Housing Authority

Contact person: Aaru Ma'at

Title: Executive Director

Phone Number: (757) 727-6337

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: 11 % of total Low Income Units 25%

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. 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
TRUE Section 811 Certificates
FALSE Section 8 Project Based Assistance
FALSE RD 515 Rental Assistance
FALSE Section 8 Vouchers *Administering Organization:
FALSE State Assistance *Administering Organization:
FALSE Other:

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

TRUE

i. If True above, how many of the 30% units will not have project based vouchers? 5

d. Number of units receiving assistance: 7
How many years in rental assistance contract? 15.00
Expiration date of contract: 12/31/2043
There is an Option to Renew. TRUE

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

6. 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 |
| 12 | 27.27% | 30% Area Median |
| 0 | 0.00% | 40% Area Median |
| 10 | 22.73% | 50% Area Median |
| 0 | 0.00% | 60% Area Median |
| 0 | 0.00% | 70% Area Median |
| 22 | 50.00% | 80% Area Median |
| 0 | 0.00% | Market Units |
| 44 | 100.00% | Total |

| Rent Levels | | |
|-------------|------------|-----------------|
| # of Units | % of Units | |
| 0 | 0.00% | 20% Area Median |
| 12 | 27.27% | 30% Area Median |
| 0 | 0.00% | 40% Area Median |
| 10 | 22.73% | 50% Area Median |
| 0 | 0.00% | 60% Area Median |
| 0 | 0.00% | 70% Area Median |
| 22 | 50.00% | 80% Area Median |
| 0 | 0.00% | Market Units |
| 44 | 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.

 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 | 3 | 1 | 671.99 | \$460.00 | \$1,380 |
| Mix 2 | 1 BR - 1 Bath | 30% AMI | 3 | 3 | 709.28 | \$460.00 | \$1,380 |
| Mix 3 | 2 BR - 1.5 Bath | 30% AMI | 1 | 0 | 870.90 | \$530.00 | \$530 |
| Mix 4 | 2 BR - 1.5 Bath | 30% AMI | 4 | 1 | 870.90 | \$530.00 | \$2,120 |
| Mix 5 | 2 BR - 1.5 Bath | 50% AMI | 7 | 0 | 870.90 | \$1,005.00 | \$7,035 |
| Mix 6 | 2 BR - 1.5 Bath | 80% AMI | 15 | 1 | 870.90 | \$1,300.00 | \$19,500 |
| Mix 7 | 3 BR - 2 Bath | 30% AMI | 1 | 1 | 1062.43 | \$595.00 | \$595 |
| Mix 8 | 3 BR - 2 Bath | 50% AMI | 3 | 0 | 1062.43 | \$1,145.00 | \$3,435 |
| Mix 9 | 3 BR - 2 Bath | 80% AMI | 7 | 0 | 1062.43 | \$1,450.00 | \$10,150 |
| Mix 10 | | | | | | | \$0 |
| Mix 11 | | | | | | | \$0 |
| Mix 12 | | | | | | | \$0 |
| Mix 13 | | | | | | | \$0 |
| Mix 14 | | | | | | | \$0 |

L. UNIT DETAILS

| | | | | | | | | |
|--------|--|--|--|--|--|--|--|-----|
| Mix 13 | | | | | | | | \$0 |
| Mix 14 | | | | | | | | \$0 |
| Mix 15 | | | | | | | | \$0 |
| Mix 16 | | | | | | | | \$0 |
| Mix 17 | | | | | | | | \$0 |
| Mix 18 | | | | | | | | \$0 |
| Mix 19 | | | | | | | | \$0 |
| Mix 20 | | | | | | | | \$0 |
| Mix 21 | | | | | | | | \$0 |
| Mix 22 | | | | | | | | \$0 |
| Mix 23 | | | | | | | | \$0 |
| Mix 24 | | | | | | | | \$0 |
| Mix 25 | | | | | | | | \$0 |
| Mix 26 | | | | | | | | \$0 |
| Mix 27 | | | | | | | | \$0 |
| Mix 28 | | | | | | | | \$0 |
| Mix 29 | | | | | | | | \$0 |
| Mix 30 | | | | | | | | \$0 |
| Mix 31 | | | | | | | | \$0 |
| Mix 32 | | | | | | | | \$0 |
| Mix 33 | | | | | | | | \$0 |
| Mix 34 | | | | | | | | \$0 |
| Mix 35 | | | | | | | | \$0 |
| Mix 36 | | | | | | | | \$0 |
| Mix 37 | | | | | | | | \$0 |
| Mix 38 | | | | | | | | \$0 |
| Mix 39 | | | | | | | | \$0 |
| Mix 40 | | | | | | | | \$0 |
| Mix 41 | | | | | | | | \$0 |
| Mix 42 | | | | | | | | \$0 |
| Mix 43 | | | | | | | | \$0 |
| Mix 44 | | | | | | | | \$0 |
| Mix 45 | | | | | | | | \$0 |
| Mix 46 | | | | | | | | \$0 |
| Mix 47 | | | | | | | | \$0 |
| Mix 48 | | | | | | | | \$0 |
| Mix 49 | | | | | | | | \$0 |
| Mix 50 | | | | | | | | \$0 |
| Mix 51 | | | | | | | | \$0 |
| Mix 52 | | | | | | | | \$0 |
| Mix 53 | | | | | | | | \$0 |
| Mix 54 | | | | | | | | \$0 |
| Mix 55 | | | | | | | | \$0 |
| Mix 56 | | | | | | | | \$0 |
| Mix 57 | | | | | | | | \$0 |
| Mix 58 | | | | | | | | \$0 |
| Mix 59 | | | | | | | | \$0 |
| Mix 60 | | | | | | | | \$0 |
| Mix 61 | | | | | | | | \$0 |
| Mix 62 | | | | | | | | \$0 |
| Mix 63 | | | | | | | | \$0 |
| Mix 64 | | | | | | | | \$0 |
| Mix 65 | | | | | | | | \$0 |
| Mix 66 | | | | | | | | \$0 |
| Mix 67 | | | | | | | | \$0 |
| Mix 68 | | | | | | | | \$0 |
| Mix 69 | | | | | | | | \$0 |
| Mix 70 | | | | | | | | \$0 |

L. UNIT DETAILS

| | | | | | | | | |
|---------------|--|--|----|---|--|--|--|----------|
| 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 | | | 44 | 7 | | | | \$46,125 |

| | | | | |
|--------------------|-----------|-------------------------|---------------------|------------------|
| Total Units | 44 | Net Rentable SF: | TC Units | 39,344.84 |
| | | | MKT Units | 0.00 |
| | | | Total NR SF: | 39,344.84 |

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

| | | | |
|-----------------------------------|-------|-----------------|------------------|
| 1. Advertising/Marketing | | | \$1,540 |
| 2. Office Salaries | | | \$0 |
| 3. Office Supplies | | | \$15,400 |
| 4. Office/Model Apartment | (type | | \$0 |
| 5. Management Fee | | | \$31,229 |
| <u>6.00%</u> of EGI | | <u>\$709.75</u> | Per Unit |
| 6. Manager Salaries | | | \$52,000 |
| 7. Staff Unit (s) | (type | | \$0 |
| 8. Legal | | | \$600 |
| 9. Auditing | | | \$6,000 |
| 10. Bookkeeping/Accounting Fees | | | \$0 |
| 11. Telephone & Answering Service | | | \$3,520 |
| 12. Tax Credit Monitoring Fee | | | \$1,540 |
| 13. Miscellaneous Administrative | | | \$15,840 |
| Total Administrative | | | \$127,669 |

Utilities

| | | | |
|----------------------|--|--|-----------------|
| 14. Fuel Oil | | | \$0 |
| 15. Electricity | | | \$22,275 |
| 16. Water | | | \$2,850 |
| 17. Gas | | | \$0 |
| 18. Sewer | | | \$4,575 |
| Total Utility | | | \$29,700 |

Operating:

| | | | |
|---|--|--|------------------|
| 19. Janitor/Cleaning Payroll | | | \$0 |
| 20. Janitor/Cleaning Supplies | | | \$3,450 |
| 21. Janitor/Cleaning Contract | | | \$2,000 |
| 22. Exterminating | | | \$3,750 |
| 23. Trash Removal | | | \$5,500 |
| 24. Security Payroll/Contract | | | \$0 |
| 25. Grounds Payroll | | | \$0 |
| 26. Grounds Supplies | | | \$3,525 |
| 27. Grounds Contract | | | \$2,500 |
| 28. Maintenance/Repairs Payroll | | | \$52,000 |
| 29. Repairs/Material | | | \$9,000 |
| 30. Repairs Contract | | | \$6,000 |
| 31. Elevator Maintenance/Contract | | | \$6,500 |
| 32. Heating/Cooling Repairs & Maintenance | | | \$2,575 |
| 33. Pool Maintenance/Contract/Staff | | | \$0 |
| 34. Snow Removal | | | \$1,000 |
| 35. Decorating/Payroll/Contract | | | \$0 |
| 36. Decorating Supplies | | | \$2,600 |
| 37. Miscellaneous | | | \$0 |
| Totals Operating & Maintenance | | | \$100,400 |

Taxes & Insurance

| | | | |
|-----------------------|--|--|----------|
| 38. Real Estate Taxes | | | \$35,640 |
|-----------------------|--|--|----------|

M. OPERATING EXPENSES

| | | |
|--|----------------|------------------|
| 39. Payroll Taxes | | \$8,850 |
| 40. Miscellaneous Taxes/Licenses/Permits | | \$1,100 |
| 41. Property & Liability Insurance | \$590 per unit | \$25,960 |
| 42. Fidelity Bond | | \$0 |
| 43. Workman's Compensation | | \$750 |
| 44. Health Insurance & Employee Benefits | | \$6,000 |
| 45. Other Insurance | | \$0 |
| Total Taxes & Insurance | | \$78,300 |
| Total Operating Expense | | \$336,069 |

| | | | |
|--|----------------|--|---------------|
| Total Operating Expenses Per Unit | <u>\$7,638</u> | C. Total Operating Expenses as % of EGI | <u>64.57%</u> |
|--|----------------|--|---------------|

| | |
|---|-----------------|
| Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum) | \$13,200 |
|---|-----------------|

| | |
|-----------------------|------------------|
| Total Expenses | \$349,269 |
|-----------------------|------------------|

N. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

| 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" |
| <u>Must Use Whole Numbers Only!</u> | | | | |
| 1. Contractor Cost | | | | |
| a. Unit Structures (New) | 8,751,612 | 0 | 0 | 8,751,612 |
| b. Unit Structures (Rehab) | 0 | 0 | 0 | 0 |
| c. Non Residential Structures | 0 | 0 | 0 | 0 |
| d. Commercial Space Costs | 0 | 0 | 0 | 0 |
| <input type="checkbox"/> e. Structured Parking Garage | 0 | 0 | 0 | 0 |
| Total Structure | 8,751,612 | 0 | 0 | 8,751,612 |
| f. Earthwork | 600,000 | 0 | 0 | 600,000 |
| g. Site Utilities | 425,000 | 0 | 0 | 425,000 |
| <input type="checkbox"/> h. Renewable Energy | 0 | 0 | 0 | 0 |
| i. Roads & Walks | 525,000 | 0 | 0 | 525,000 |
| j. Site Improvements | 225,000 | 0 | 0 | 225,000 |
| k. Lawns & Planting | 75,000 | 0 | 0 | 75,000 |
| l. Engineering | 0 | 0 | 0 | 0 |
| m. Off-Site Improvements | 0 | 0 | 0 | 0 |
| n. Site Environmental Mitigation | 0 | 0 | 0 | 0 |
| o. Demolition | 0 | 0 | 0 | 0 |
| p. Site Work | 0 | 0 | 0 | 0 |
| q. Hard Cost Contingency | 604,292 | 0 | 0 | 604,292 |
| Total Land Improvements | 2,454,292 | 0 | 0 | 2,454,292 |
| Total Structure and Land | 11,205,904 | 0 | 0 | 11,205,904 |
| r. General Requirements | 636,096 | 0 | 0 | 636,096 |
| s. Builder's Overhead (1.9% Contract) | 212,032 | 0 | 0 | 212,032 |
| t. Builder's Profit (5.7% Contract) | 636,096 | 0 | 0 | 636,096 |
| u. Bonds | 0 | 0 | 0 | 0 |
| v. Building Permits | 0 | 0 | 0 | 0 |
| w. Special Construction | 0 | 0 | 0 | 0 |
| x. Special Equipment | 0 | 0 | 0 | 0 |
| y. Other 1: <input type="checkbox"/> | 0 | 0 | 0 | 0 |
| z. Other 2: <input type="checkbox"/> | 0 | 0 | 0 | 0 |
| aa. Other 3: <input type="checkbox"/> | 0 | 0 | 0 | 0 |
| Contractor Costs | \$12,690,128 | \$0 | \$0 | \$12,690,128 |

Construction cost per unit: \$288,412.00

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$1,568,827

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$1,484,224

O. PROJECT BUDGET - OWNER COSTS

| | | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): | | | |
|-------------------------------------|---|---|----------------------------|--------------------------------|-----------------------------|
| MUST USE WHOLE NUMBERS ONLY! | Item | (A) Cost | "30% Present Value Credit" | | (D) |
| | | | (B) Acquisition | (C) Rehab/ New Construction | "70 % Present Value Credit" |
| | | To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left. | | | |
| 2. Owner Costs | | | | | |
| | a. Building Permit | 47,135 | 0 | 0 | 47,135 |
| | b. Architecture/Engineering Design Fee \$13,279 /Unit) | 584,291 | 0 | 0 | 584,291 |
| | c. Architecture Supervision Fee \$568 /Unit) | 25,000 | 0 | 0 | 25,000 |
| | d. Tap Fees | 132,000 | 0 | 0 | 132,000 |
| | e. Environmental | 30,000 | 0 | 0 | 30,000 |
| | f. Soil Borings | 10,000 | 0 | 0 | 10,000 |
| | g. Green Building (Earthcraft, LEED, etc.) | 35,000 | 0 | 0 | 35,000 |
| | h. Appraisal | 9,000 | 0 | 0 | 9,000 |
| | i. Market Study | 8,000 | 0 | 0 | 8,000 |
| | j. Site Engineering / Survey | 25,000 | 0 | 0 | 25,000 |
| | k. Construction/Development Mgt | 0 | 0 | 0 | 0 |
| | l. Structural/Mechanical Study | 0 | 0 | 0 | 0 |
| | m. Construction Loan Origination Fee | 142,900 | 0 | 0 | 142,900 |
| | n. Construction Interest (7.0% for 30 months) | 735,404 | 0 | 0 | 667,234 |
| | o. Taxes During Construction | 5,000 | 0 | 0 | 5,000 |
| | p. Insurance During Construction | 121,000 | 0 | 0 | 121,000 |
| | q. Permanent Loan Fee (1.0%) | 18,000 | | | |
| | r. Other Permanent Loan Fees | 0 | | | |
| | s. Letter of Credit | 0 | 0 | 0 | 0 |
| | t. Cost Certification Fee | 15,000 | 0 | 0 | 15,000 |
| | u. Accounting | 0 | 0 | 0 | 0 |
| | v. Title and Recording | 90,000 | 0 | 0 | 67,500 |
| | w. Legal Fees for Closing | 210,000 | 0 | 0 | 155,000 |
| | x. Mortgage Banker | 0 | 0 | 0 | 0 |
| | y. Tax Credit Fee | 132,420 | | | |
| | z. Tenant Relocation | 0 | | | |
| | aa. Fixtures, Furnitures and Equipment | 116,000 | 0 | 0 | 116,000 |
| | ab. Organization Costs | 60,000 | | | |
| | ac. Operating Reserve | 241,749 | | | |
| | ad. Soft Costs Contingency | 0 | | | |
| | ae. Security | 0 | 0 | 0 | 0 |
| | af. Utilities | 0 | 0 | 0 | 0 |
| | ag. Supportive Service Reserves | 0 | | | |

O. PROJECT BUDGET - OWNER COSTS

| | | | | |
|---|---------------------|------------|------------|---------------------|
| (1) Other* specify: Marketing | 15,000 | 0 | 0 | 0 |
| (2) Other* specify: Lease-Up Reserve | 222,521 | 0 | 0 | 0 |
| (3) Other* specify: | 0 | 0 | 0 | 0 |
| (4) Other* specify: | 0 | 0 | 0 | 0 |
| (5) Other* specify: | 0 | 0 | 0 | 0 |
| (6) Other* specify: | 0 | 0 | 0 | 0 |
| (7) Other* specify: | 0 | 0 | 0 | 0 |
| (8) Other* specify: | 0 | 0 | 0 | 0 |
| (9) Other* specify: | 0 | 0 | 0 | 0 |
| Owner Costs Subtotal (Sum 2A..2(10)) | \$3,030,420 | \$0 | \$0 | \$2,195,060 |
| Subtotal 1 + 2 (Owner + Contractor Costs) | \$15,720,548 | \$0 | \$0 | \$14,885,188 |
| 3. Developer's Fees | 1,586,770 | 0 | 0 | 1,586,770 |
| 4. Owner's Acquisition Costs | | | | |
| Land | 640,000 | | | |
| Existing Improvements | 0 | 0 | | |
| Subtotal 4: | \$640,000 | \$0 | | |
| 5. Total Development Costs | | | | |
| Subtotal 1+2+3+4: | \$17,947,318 | \$0 | \$0 | \$16,471,958 |

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

(Provide documentation at **Tab E**)

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

Maximum Developer Fee:

\$1,738,844

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

\$311 **Meets Limits**
\$556

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

\$393,348 **Meets Limits**
\$589,015

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 | 17,947,318 | 0 | 0 | 16,471,958 |

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

| | | |
|---|---|------------|
| 0 | 0 | 16,471,958 |
|---|---|------------|

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

| | | |
|---|---|-----------|
| a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i> | 0 | 0 |
| b. For Revitalization or Supportive Housing (Eligible Basis x 30%) | 0 | 4,941,587 |
| c. For Green Certification (Eligible Basis x 10%) | | 0 |

| | | |
|--------------------------------------|---|------------|
| Total Adjusted Eligible basis | 0 | 21,413,545 |
|--------------------------------------|---|------------|

5. Applicable Fraction

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

6. Total Qualified Basis (Eligible Basis x Applicable Fraction)

| | | |
|---|---|------------|
| 0 | 0 | 21,413,545 |
|---|---|------------|

7. Applicable Percentage

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

8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)

| | | |
|-----|-----|-------------|
| \$0 | \$0 | \$1,927,219 |
|-----|-----|-------------|

| | | |
|---|--|--|
| (Must be same as BIN total and equal to or less than credit amount allowed) | \$1,927,219 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. | Cedar Rapids Bank & Trus | 03/09/26 | 03/10/26 | \$14,290,000 | Michael J. GoerdT - 319-743-7029 |
| 2. | | | | | |
| 3. | | | | | |
| Total Construction Funding: | | | | \$14,290,000 | |

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 & Trus | 3/9/2026 | 3/10/2026 | \$1,800,000 | \$134,229 | 7.00% | 40 | 15 |
| 2. | Housing Services Alliance, | 3/2/2026 | 3/6/2026 | \$500,000 | | 3.00% | 0 | 30 |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
| 8. | | | | | | | | |
| 9. | | | | | | | | |
| 10. | | | | | | | | |
| 11. | | | | | | | | |
| 12. | | | | | | | | |
| 13. | | | | | | | | |
| 14. | | | | | | | | |
| 15. | | | | | | | | |
| 16. | | | | | | | | |
| 17. | | | | | | | | |
| 18. | | | | | | | | |
| 19. | | | | | | | | |
| 20. | | | | | | | | |
| Total Permanent Funding: | | | | \$2,300,000 | \$134,229 | | | |

Q. SOURCES OF FUNDS

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

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

4. Subsidized Funding

| | Source of Funds | Date of Commitment | Amount of Funds |
|--------------------------|---------------------------------|--------------------|-----------------|
| 1. | Housing Services Alliance, Inc. | 3/6/2026 | \$500,000 |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| Total Subsidized Funding | | | \$500,000 |

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

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

Market-Rate Loans

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

Q. SOURCES OF FUNDS

Grants*

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

Grants

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

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

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

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

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

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

8. Other Subsidies

Action: Provide documentation (**Tab Q**)

- a. FALSE Real Estate Tax Abatement on the increase in the value of the development.
- b. FALSE **New** project based subsidy from HUD or Rural Development or any other binding federal project based subsidy
0 Number of New PBV Vouchers
- 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)

| | |
|--|-----------|
| i. Requested Annual HOTC Credits | \$0 |
| ii. 10 Year HOTC Credit Amount | \$0 |
| iii. Equity Dollars Per Credit | \$0.000 |
| iv. Percent of ownership entity (repeated from 3b) | 99.99000% |
| v. HOTC Credit Net | \$0 |

c. Equity that Sponsor will Fund:

| | |
|-------------------------------|---|
| i. Cash Investment | \$0 |
| ii. Contributed Land/Building | \$0 |
| iii. Deferred Developer Fee | \$64,669 (Note: Deferred Developer Fee cannot be negative.) |
| 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 \$64,669

2. Equity Gap Calculation

| | |
|--|----------------------|
| a. Total Development Cost | \$17,947,318 |
| b. Total of Permanent Funding, Grants and Equity | - <u>\$2,364,669</u> |
| c. Equity Gap | \$15,582,649 |
| d. Developer Equity | - <u>\$1,557</u> |
| e. Equity gap to be funded with low-income tax credit proceeds | \$15,581,092 |

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:

| | | | |
|-----------------|-------------------------------------|--------|--------------|
| Contact Person: | Brian Graney - Marble Cliff Capital | Phone: | 440-364-2158 |
| Street Address: | PO Box 12398 | | |
| City: | Marble Cliff | State: | Ohio |
| | | Zip: | 43212 |

b. Syndication Equity

| | |
|---|----------------|
| i. Anticipated Annual Credits | \$1,877,428.00 |
| ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit) | \$0.830 |
| 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 | \$1,877,240 |
| vi. Total to be paid by anticipated users of credit (e.g., limited partners) | \$15,581,092 |

Action: Provide Syndicator's or Investor's signed Letter of Intent (Mandatory at Tab C)

4. Net Syndication Amount

Which will be used to pay for Total Development Costs

\$15,581,092

5. Net Equity Factor

82.9999886282%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

| | | |
|---|---|-----------------------|
| 1. Total Development Costs | | <u>\$17,947,318</u> |
| 2. Less Total of Permanent Funding, Grants and Equity | - | <u>\$2,364,669</u> |
| 3. Equals Equity Gap | | <u>\$15,582,649</u> |
| 4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment) | | <u>82.9999886282%</u> |
| 5. Equals Ten-Year Credit Amount Needed to Fund Gap | | <u>\$18,774,279</u> |
| Divided by ten years | | <u>10</u> |
| 6. Equals Annual Tax Credit Required to Fund the Equity Gap | | <u>\$1,877,428</u> |
| 7. Maximum Allowable Credit Amount (from Eligible Basis Calculation) | | <u>\$1,927,219</u> |
| 8. Requested Credit Amount | For 30% PV Credit: | <u>\$0</u> |
| | For 70% PV Credit: | <u>\$1,877,428</u> |
| Credit per LI Units | <u>\$42,668.8182</u> | |
| Credit per LI Bedroom | <u>\$20,187.3978</u> | |
| | Combined 30% & 70% PV Credit Requested | \$1,877,428 |

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 | | \$46,125 |
| Plus Other Income Source (list): | Tenant Charges, Laundry | \$513 |
| Equals Total Monthly Income: | | \$46,638 |
| Twelve Months | | x12 |
| Equals Annual Gross Potential Income | | \$559,660 |
| Less Vacancy Allowance | 7.0% | \$39,176 |
| Equals Annual Effective Gross Income (EGI) - Low Income Units | | \$520,484 |

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

| | | |
|---|------|------------|
| Total Monthly Income for Market Rate Units: | | \$0 |
| Plus Other Income Source (list): | | \$0 |
| Equals Total Monthly Income: | | \$0 |
| Twelve Months | | x12 |
| Equals Annual Gross Potential Income | | \$0 |
| Less Vacancy Allowance | 7.0% | \$0 |
| Equals Annual Effective Gross Income (EGI) - Market Rate Units | | \$0 |

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

3. Cash Flow (First Year)

| | | |
|----|--------------------------------------|-----------|
| a. | Annual EGI Low-Income Units | \$520,484 |
| b. | Annual EGI Market Units | \$0 |
| c. | Total Effective Gross Income | \$520,484 |
| d. | Total Expenses | \$349,269 |
| e. | Net Operating Income | \$171,215 |
| f. | Total Annual Debt Service | \$134,229 |
| g. | Cash Flow Available for Distribution | \$36,986 |

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 | 520,484 | 530,893 | 541,511 | 552,342 | 563,388 |
| Less Oper. Expenses | 349,269 | 359,747 | 370,539 | 381,656 | 393,105 |
| Net Income | 171,215 | 171,146 | 170,972 | 170,686 | 170,283 |
| Less Debt Service | 134,229 | 134,229 | 134,229 | 134,229 | 134,229 |
| Cash Flow | 36,986 | 36,917 | 36,743 | 36,457 | 36,054 |
| Debt Coverage Ratio | 1.28 | 1.28 | 1.27 | 1.27 | 1.27 |

| | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---------------------|---------|---------|---------|---------|---------|
| Eff. Gross Income | 574,656 | 586,149 | 597,872 | 609,830 | 622,026 |
| Less Oper. Expenses | 404,898 | 417,045 | 429,557 | 442,444 | 455,717 |
| Net Income | 169,758 | 169,104 | 168,315 | 167,386 | 166,309 |
| Less Debt Service | 134,229 | 134,229 | 134,229 | 134,229 | 134,229 |
| Cash Flow | 35,529 | 34,875 | 34,086 | 33,157 | 32,080 |
| Debt Coverage Ratio | 1.26 | 1.26 | 1.25 | 1.25 | 1.24 |

| | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|---------------------|---------|---------|---------|---------|---------|
| Eff. Gross Income | 634,467 | 647,156 | 660,099 | 673,301 | 686,767 |
| Less Oper. Expenses | 469,388 | 483,470 | 497,974 | 512,913 | 528,301 |
| Net Income | 165,078 | 163,686 | 162,125 | 160,388 | 158,467 |
| Less Debt Service | 134,229 | 134,229 | 134,229 | 134,229 | 134,229 |
| Cash Flow | 30,849 | 29,457 | 27,896 | 26,159 | 24,238 |
| Debt Coverage Ratio | 1.23 | 1.22 | 1.21 | 1.19 | 1.18 |

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

| Bldg # | BIN if known | NUMBER OF | | Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS | | | | 30% Present Value Credit for Acquisition | | | | 30% Present Value Credit for Rehab / New Construction | | | | 70% Present Value Credit | | | | | |
|--------|--------------|------------------|-------------------|---|-------|---------|----|--|---------------------------------------|-----------------------|---------------|---|---------------------------------------|-----------------------|---------------|--------------------------|---------------------------------------|-----------------------|---------------|-------|-------------|
| | | TAX CREDIT UNITS | MARKET RATE UNITS | | | | | Estimate Qualified Basis | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount | Estimate Qualified Basis | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount | Estimate Qualified Basis | Actual or Anticipated In-Service Date | Applicable Percentage | Credit Amount | | |
| | | Street Address 1 | Street Address 2 | City | State | Zip | | | | | | | | | | | | | | | |
| 1. | | 44 | 0 | 2601 Cunningham Drive | | Hampton | VA | 23666 | | | | | \$0 | | | | \$0 | \$21,413,545 | 07/01/28 | 9.00% | \$1,927,219 |
| 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 |

44 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$21,413,545

\$1,927,219

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

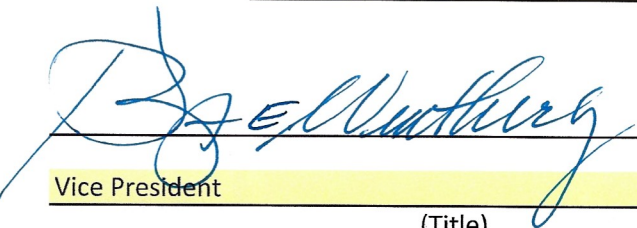
By: [Signature]
Its: Authorized Representative
(Title)

V. STATEMENT OF ARCHITECT

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

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

| | |
|-------------------------------|------------------------|
| Legal Name of Architect: | Douglas E. Weatherby |
| Virginia License#: | 0401002716 |
| Architecture Firm or Company: | PCI Design Group, Inc. |

By:  _____
Its: Vice President (Title)

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

V. Previous Participation Certification

Development Name: Johnson Lofts**Name of Applicant (entity):** Johnson Lofts 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 only* :

- “Principal” has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification, it excludes individuals and entities whose ownership interest is solely vested in limited partnership interests of the ownership entity.
- “Participant” means all Principals of the Owner who are required to be individually listed within **the organizational chart attached hereto**.

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 within the organizational charts 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 within the past ten (10) years 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. For purposes of this statement, "declared a default" refers only to final notices of default issued after the exhaustion of all applicable notice and cure rights.
3. During any time within the last ten (10) years that any of the Participants were a Principal in an owner of multifamily rental property, no such owner 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. For the purposes of this statement, "determined to have breached" refers only to determinations made by an independent third-party arbiter or court of law following the expiration of all applicable notice and cure periods and excludes default judgments that have been fully satisfied.
4. No Participant listed in this Certification has been required to turn control of a property over to an investor or been otherwise involuntarily removed as a general partner from the ownership of a multifamily rental property within the past ten (10) years.

5. There are no unresolved material findings of noncompliance resulting from any audits, management reviews, or other governmental investigations performed by (or on behalf of) any state or federal entity, concerning any multifamily rental property in which any of the Participants were Principals at the time of such finding. For the purposes of this statement, a finding is considered resolved if either (a) the state or federal entity issuing the finding has determined that no further action is required to remedy the finding; or (b) the Participant (or entity in which it is a Principal) has entered into a binding agreement with the applicable state or federal entity to address such finding(s) and the Applicant has included with this Certification a copy of such agreement accompanied by a written statement from the state or federal entity verifying that such agreement is not in default and is reasonably expected to be satisfied within (90) days. Any such statement must be addressed to Virginia Housing and dated no more than thirty (30) days prior to submission of the Application.

6. During the past ten (10) years, no Participants were Principals in any multifamily rental property for which payments under any state or federal assistance contract were suspended or terminated. For the purposes of this statement, suspensions and terminations do not include those caused solely by actions or inactions of the state or federal agency, like funding shortages, technical issues, or administrative delays, where the Principals were not at fault.

7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of 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. No Participant has been suspended, debarred, or otherwise restricted by any federal or state entity from participating in housing programs administered by such entity due to programmatic noncompliance on the part of either the Participant or an entity in which the Participant was a Principal.

9. During the past ten (10) years, (a) no Participant has been the subject of a claim under an employee fidelity bond; and (b) while any Participant was a Principal in an owner of multifamily rental property, no Participant or such related owner defaulted on any obligation secured by a letter of credit or surety or performance bond. For the purposes of this statement, "defaulted" refers only to events where funds were paid by the issuer of a letter of credit or surety or performance bond.

10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.

11. No Participant currently holds an ownership interest in a multifamily rental property where construction has stopped for more than 20 consecutive days, unless the stoppage:

- (a) resulted from events beyond the reasonable control of the property owner that also caused similar delays in comparable projects in the surrounding area (e.g. natural disasters, labor strikes, pandemics, or government-imposed work stoppages); or
- (b) solely involves work neither contractually required as a condition of tax credit allocation nor required prior to placing in service all residential buildings within such project.

Additionally, no Participant currently holds an ownership interest in a multifamily rental property assisted by a federal or state governmental entity and that has been substantially complete for more than 90 days without the required closing documents (such as the final cost certification) being filed, unless the delay is solely attributable to the governmental entity and not to the property owner or its agents.

12. No court of competent jurisdiction or other federal or state governmental entity has found any Participant to be in violation of any applicable civil rights, fair housing, or equal employment opportunity laws or regulations.

13. During the past ten (10) years, no Participant was a Principal in any multifamily rental property found by a court of competent jurisdiction or other federal or state governmental entity to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended (this statement does not refer to 8823s deemed corrected by the issuing agency).


14. No Participants are currently named as a defendant in a civil lawsuit relating to their ownership or other participation in a multi-family housing development where the amount of damages sought by the plaintiffs against the Participants relates to such ownership or participation and is for an amount greater than One Million Dollars (\$1,000,000).

15. No Participant 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 and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

- A. Supporting documentation sufficient to both outline the relevant facts and circumstances that necessitated each deletion and to explain why such deletion(s) should not result in disqualification; and
- B. A draft of Virginia Housing's form Right of First Refusal, which the Applicant commits to properly execute and record as a condition of any reservation or allocation of low-income housing tax credits made with regard to the Development named above.

Any material misrepresentations or omissions made on this form are grounds for rejection of this Application, forfeiture of any credits awarded with connection with this Application, and prohibition against the submission of future applications.



Signature

David Cooper, Jr.

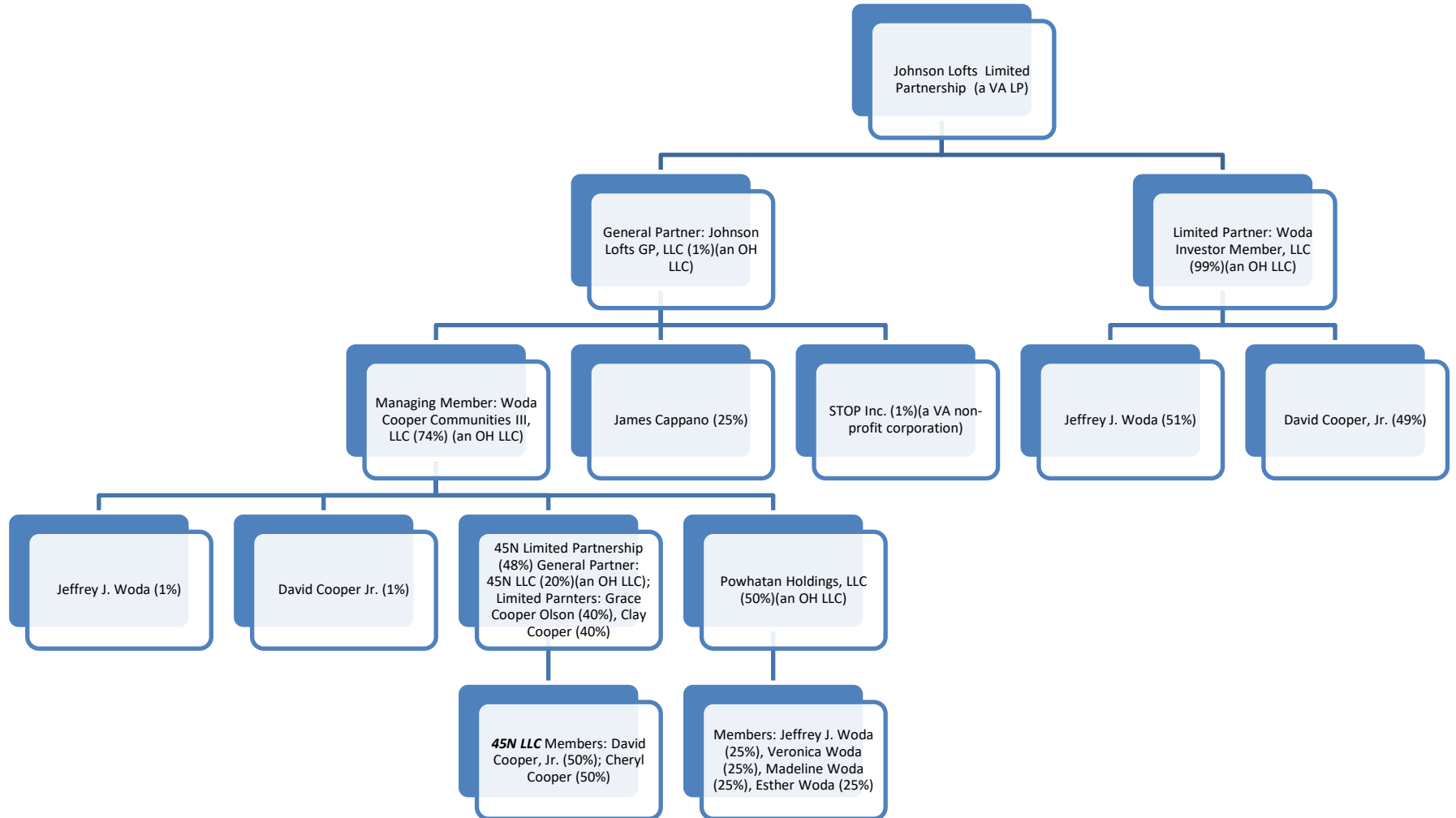
Printed Name

3/1/2026

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

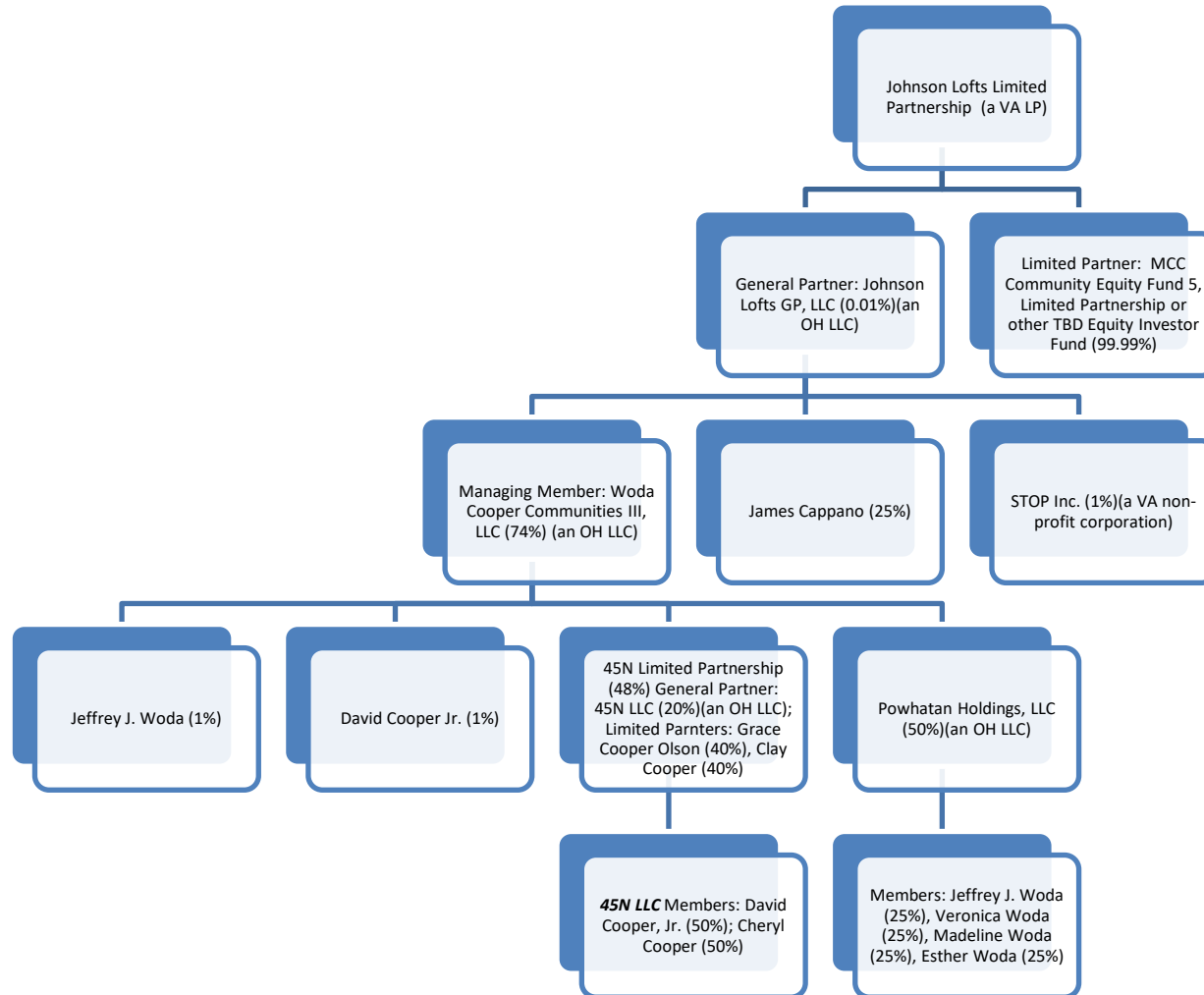
Johnson Lofts Limited Partnership

Organizational Structure Pre Equity



Johnson Lofts Limited Partnership

Organizational Structure Post Equity



W. LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

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

Included

| | |
|---|-----------|
| Y | Y or N |
| Y | Y or N |
| Y | Y or N |
| Y | Y or N |
| Y | Y or N |
| Y | Y or N |
| Y | Y or N |
| Y | Y or N |
| Y | Y, N, N/A |
| Y | Y or N |
| Y | Y or N |
| Y | Y or N |

Score

| |
|------|
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 0.00 |

Total:

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- or e. Location in a revitalization area with resolution or by locality
- or f. Location in a Opportunity Zone
 - g. Location in a Medium to High level Economic Development Jurisdiction
 - h. Location on land owned by Tribal Nation

| | | |
|---|----------|-------|
| Y | 0 or -50 | 0.00 |
| N | 0 or -25 | 0.00 |
| N | 0 to 10 | 0.00 |
| N | 0 or 10 | 0.00 |
| Y | 0 or 15 | 15.00 |
| N | 0 or 15 | 0.00 |
| N | 0 or 5 | 0.00 |
| N | 0 or 15 | 0.00 |

Total:

15.00

2. HOUSING NEEDS CHARACTERISTICS:

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

| | | |
|-------|-----------------|-------|
| Y | 0 or up to 5 | 5.00 |
| N | 0 or 20 | 0.00 |
| 2.79% | Up to 60 | 5.57 |
| N | 0 or 5 | 0.00 |
| N | up to 40 | 0.00 |
| 10% | 0, 20, 25 or 30 | 25.00 |
| N | 0 or 15 | 0.00 |
| Y | Up to 20 | 20.00 |

Total:

55.57

3. DEVELOPMENT CHARACTERISTICS:

| | | | |
|--|------|-------------|--------|
| a. Enhancements (See calculations below) | | | 86.00 |
| b. <removed for 2026> | | | 0.00 |
| c. HUD 504 accessibility for 10% of units | Y | 0 or 20 | 20.00 |
| d. Proximity to public transportation | Y10 | 0, 10 or 20 | 10.00 |
| e. Development will be Green Certified | Y | 0 or 10 | 10.00 |
| f. Units constructed to meet Virginia Housing's Universal Design standards | 100% | Up to 15 | 15.00 |
| g. Developments with less than 100 low income units | Y | up to 20 | 20.00 |
| h. Historic Structure eligible for Historic Rehab Credits | N | 0 or 5 | 0.00 |
| i. Meets Target Population Development Characteristics | N | 0 or 10 | 0.00 |
| Total: | | | 161.00 |

4. TENANT POPULATION CHARACTERISTICS:

| | |
|--------------|-----------|
| Locality AMI | State AMI |
| \$106,500 | \$78,100 |

| | | | |
|---|--------|----------|--------|
| 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 | 25.00% | Up to 15 | 15.00 |
| c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units) | 11.36% | Up to 10 | 10.00 |
| d. Units with rents at or below 40% of AMI (up to 10% of LI units) | 27.27% | 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: | | | 100.00 |

5. SPONSOR CHARACTERISTICS:

| | | | |
|---|---|-------------------|-------|
| a. <QAP change - removed for 2026 cycle> | N | | 0.00 |
| b. Veteran Small Business Principal owner 25% or greater | N | 0 or 30 | 30.00 |
| 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. Management company rated unsatisfactory | N | 0 or -25 | 0.00 |
| Total: | | | 30.00 |

6. EFFICIENT USE OF RESOURCES:

| | | | |
|--------------------|--|-----------|--------|
| a. Credit per unit | | Up to 100 | 100.00 |
| Total: | | | 100.00 |

7. BONUS POINTS:

| | | | | |
|--|----|-------|-------------|-------|
| a. Extended Use Restriction beyond 15 year compliance period | 35 | Years | 40 or 70 | 70.00 |
| or b. Nonprofit or LHA purchase option/ ROFR | N | | 0 or 60 | 0.00 |
| or c. Nonprofit or LHA Home Ownership option | N | | 0 or 5 | 0.00 |
| d. Combined 9% and 4% Tax Exempt Bond Site Plan | N | | 10 or 15 | 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 Veteran Owned Small Business Certification | Y | | up to 10 | 10.00 |
| 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, 10 or 20 | 0.00 |
| Total: | | | | 85.00 |

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

TOTAL SCORE: 546.57

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. LED Kitchen Light Fixtures | 2 | 2.00 |
| d. Cooking surfaces equipped with fire suppression features | 2 | 2.00 |
| e. Bath Fan - Delayed timer or continuous exhaust | 3 | 3.00 |
| f. Baths equipped with humidistat | 3 | 0.00 |
| g. Watersense labeled faucets, toilets and showerheads (without Green Certification) | 3 | 0.00 |
| h. Rehab only: new infrastructure for high speed internet/broadband | 5 | 0.00 |
| i. Each unit provided free individual high speed internet access | 15 | 15.00 |
| j. USB in kitchen, living room and all bedrooms | 1 | 1.00 |
| k. Rehab only: dedicated space to accept permanent dehumidification system | 2 | 0.00 |
| l. Provides Permanently installed dehumidification system | 5 | 5.00 |
| m. All interior doors within units are solid core | 3 | 3.00 |
| n. Installation of Renewable Energy Electric system | 10 | 10.00 |
| o. New Construction: Balcony or patio | 4 | 0.00 |
| | | <u>86.00</u> |
| All elderly units have: | | |
| p. Front-control ranges | 1 | 0.00 |
| q. Independent/suppl. heat source | 1 | 0.00 |
| r. Two eye viewers | 1 | 0.00 |
| s. Shelf or Ledge at entrance within interior hallway | 2 | 0.00 |
| | | <u>0.00</u> |
| Total amenities: | | <u>86.00</u> |

X. Development Summary

Summary Information 2026 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Johnson Lofts

Cycle Type: 9% Tax Credits Requested Credit Amount: \$1,877,428
 Allocation Type: New Construction Jurisdiction: Hampton City
 Total Units: 44 Population Target: Homeless
 Total LI Units: 44
 Project Gross Sq Ft: 55,633.72 Owner Contact: Gregory Mustric
 Green Certified? TRUE

Total Score
546.57

| Source of Funds | Amount | Per Unit | Per Sq Ft | Annual Debt Service |
|---------------------|-------------|----------|-----------|---------------------|
| Permanent Financing | \$2,300,000 | \$52,273 | \$41 | \$134,229 |
| Grants | \$0 | \$0 | | |
| Subsidized Funding | \$500,000 | \$11,364 | | |

| Uses of Funds - Actual Costs | | | | |
|------------------------------|---------------------|------------------|-------|----------|
| Type of Uses | Amount | Per Unit | Sq Ft | % of TDC |
| Improvements | \$11,205,904 | \$254,680 | \$201 | 62.44% |
| General Req/Overhead/Profit | \$1,484,224 | \$33,732 | \$27 | 8.27% |
| Other Contract Costs | \$0 | \$0 | \$0 | 0.00% |
| Owner Costs | \$3,030,420 | \$68,873 | \$54 | 16.89% |
| Acquisition | \$640,000 | \$14,545 | \$12 | 3.57% |
| Developer Fee | \$1,586,770 | \$36,063 | \$29 | 8.84% |
| Total Uses | \$17,947,318 | \$407,894 | | |

| Total Development Costs | |
|--------------------------------|---------------------|
| Total Improvements | \$15,720,548 |
| Land Acquisition | \$640,000 |
| Developer Fee | \$1,586,770 |
| Total Development Costs | \$17,947,318 |

Proposed Cost Limit/Sq Ft: \$311
 Applicable Cost Limit/Sq Ft: \$556
 Proposed Cost Limit/Unit: \$393,348
 Applicable Cost Limit/Unit: \$589,015

| Income | |
|------------------------------------|------------------|
| Gross Potential Income - LI Units | \$559,660 |
| Gross Potential Income - Mkt Units | \$0 |
| Subtotal | \$559,660 |
| Less Vacancy % | 7.00% |
| | \$39,176 |
| Effective Gross Income | \$520,484 |

Rental Assistance? TRUE

| Unit Breakdown | |
|--------------------|-----------|
| # of Eff | 0 |
| # of 1BR | 6 |
| # of 2BR | 27 |
| # of 3BR | 11 |
| # of 4+ BR | 0 |
| Total Units | 44 |

| Expenses | | |
|---------------------------------|------------------|----------------|
| Category | Total | Per Unit |
| Administrative | \$127,669 | \$2,902 |
| Utilities | \$29,700 | \$675 |
| Operating & Maintenance | \$100,400 | \$2,282 |
| Taxes & Insurance | \$78,300 | \$1,780 |
| Total Operating Expenses | \$336,069 | \$7,638 |
| Replacement Reserves | \$13,200 | \$300 |
| Total Expenses | \$349,269 | \$7,938 |

| | Income Levels | Rent Levels |
|-----------|---------------|-------------|
| | # of Units | # of Units |
| <=30% AMI | 12 | 12 |
| 40% AMI | 0 | 0 |
| 50% AMI | 10 | 10 |
| 60% AMI | 0 | 0 |
| >60% AMI | 22 | 22 |
| Market | 0 | 0 |

Income Averaging? TRUE

| Cash Flow | |
|-----------------------------------|------------------|
| EGI | \$520,484 |
| Total Expenses | \$349,269 |
| Net Income | \$171,215 |
| Debt Service | \$134,229 |
| Debt Coverage Ratio (YR1): | 1.28 |

Extended Use Restriction? 50

Y. Efficient Use of Resources

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 100 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 100. In this example, $(40\%/60\%) \times 100$ or 66.67 points.

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

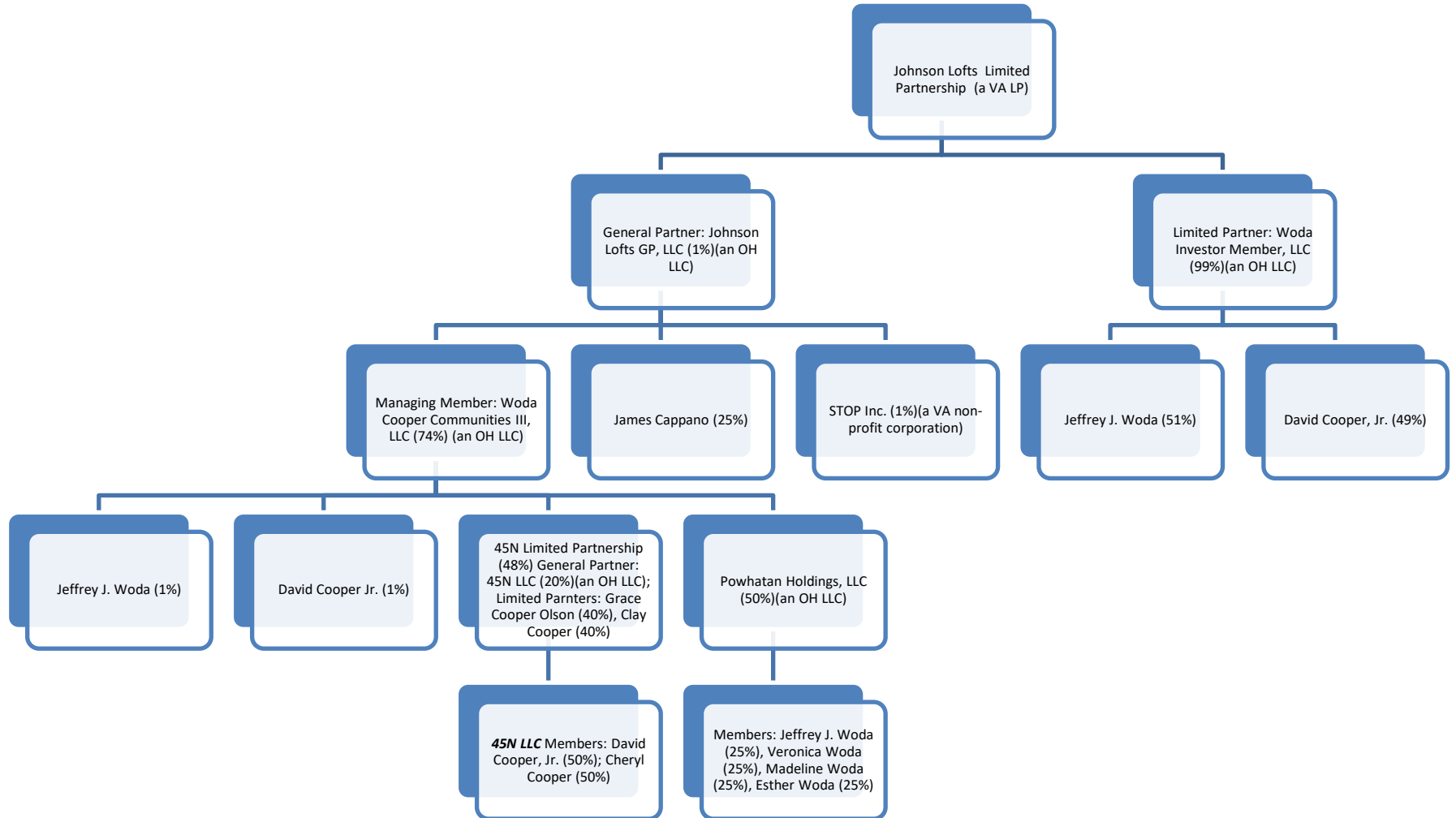
| | |
|----------------------|-------------|
| Combined Max | \$1,927,219 |
| Credit Requested | \$1,877,428 |
| % of Savings | 2.58% |
| Sliding Scale Points | 100 |

Tab A:

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

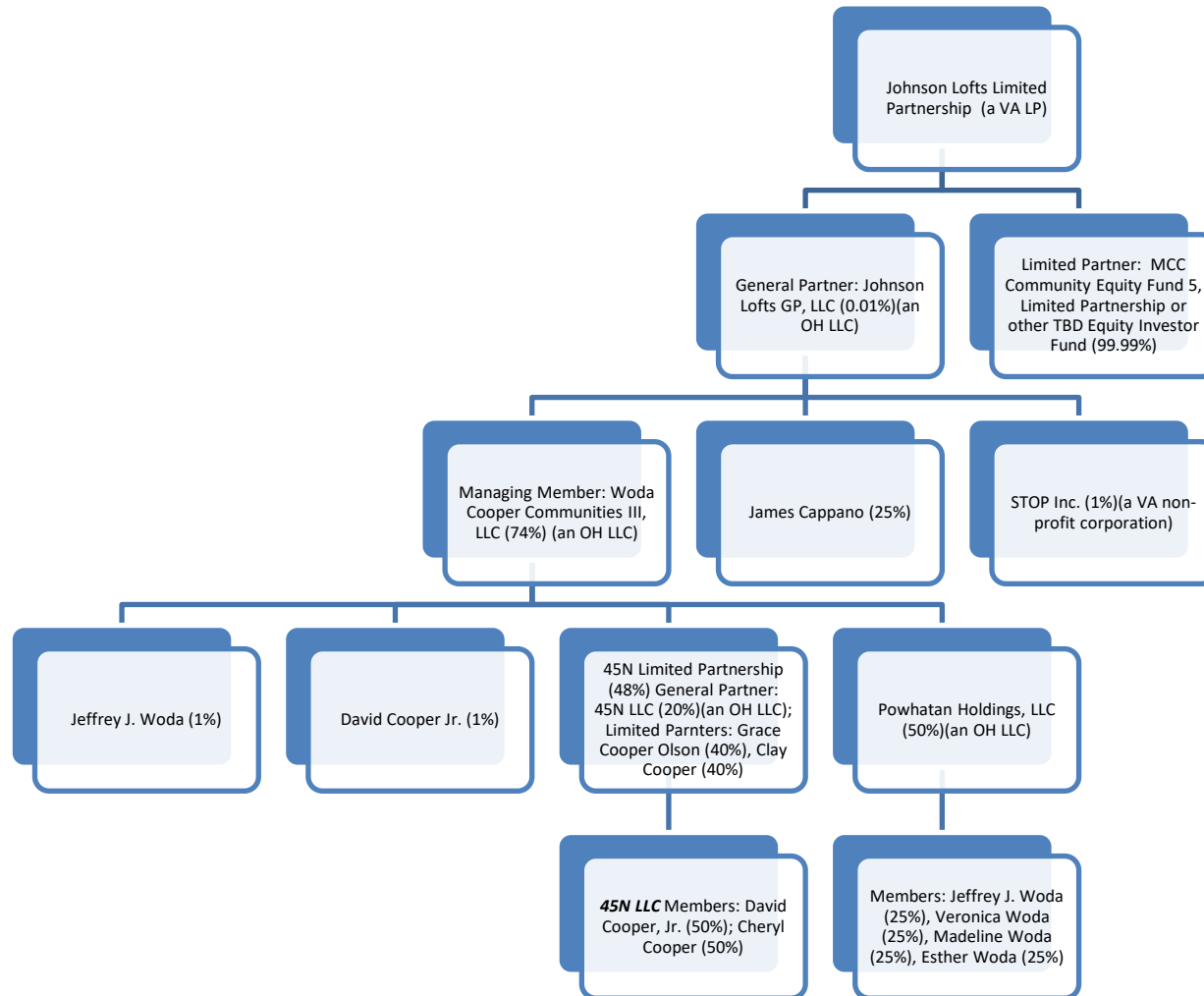
Johnson Lofts Limited Partnership

Organizational Structure Pre Equity



Johnson Lofts Limited Partnership

Organizational Structure Post Equity



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 10, 2026

This is to certify that the certificate of limited partnership of

Johnson Lofts Limited Partnership

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

Effective date: February 10, 2026



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Tab C:

Syndicator's or Investor's Letter of Intent
(MANDATORY)

March 9, 2026

Mr. David Cooper, Jr.
Woda Cooper Development, Inc.
500 S. Front St., 10th Floor
Columbus, Ohio 43215

RE: Johnson Lofts – 2601 Cunningham Dr., Hampton, Virginia

Dear Mr. Cooper:

Marble Cliff Capital, LLC (“MCC”) is pleased to present Woda Cooper Development, Inc. with the following Letter of Intent (“LOI”) for the acquisition of a Limited Partner interest in Johnson Lofts Limited Partnership (“the Partnership”). The terms and conditions of this LOI are subject to: (i) the Partnership securing a 9% Low Income Housing Tax Credit (“LIHTC”) reservation from the Virginia Housing and (ii) negotiation and final execution of the Limited Partnership Agreement for Johnson Lofts Limited Partnership.

A. Project Overview

1. **Location:** Johnson Lofts (“the Project”) will be a 44-unit project located in Hampton, Virginia. The Project will conform with all applicable requirements of Section 42 of the Internal Revenue Code of 1986 (as amended).
2. **Minimum Set Aside:** The Project intends to comply with IRC §42(g)(1)(C) – The “Average Income Test.” As such, the Project will designate the imputed income limitation for each unit (20, 30, 40, 50, 60, 70, or 80 percent of Area Median Gross Income, as applicable) so long as the average of the designated imputed income limitations does not exceed 60 percent of AMGI

B. Project Participants

1. **General Partner:** Johnson Lofts GP, LLC (0.01%)
2. **General Partner Owner(s):** Woda Cooper Communities III (74%), James Cappano (25%), STOP Inc (1%)
3. **Limited Partner:** MCC Community Equity Fund 5, Limited Partnership (99.99%)
4. **Developer(s):** Woda Cooper Development, Inc.
5. **General Contractor:** Woda Construction, Inc.
6. **Property Manager:** Woda Management & Real Estate, LLC

7. **Guarantor(s)**: General Partner, Developer

C. Project Milestones

1. **Partnership Closing**: July 01, 2027
2. **Construction Completion**: October 01, 2028
3. **Stabilization**: April 01, 2029
4. **Form 8609**: July 01, 2029

D. LIHTC Equity Pricing and Pay-in Schedule

1. All terms and conditions summarized in this LOI are based on a set of projections provided by Developer (“Financial Projections”). This proposed purchase of a Limited Partner interest in Johnson Lofts Limited Partnership is contingent upon project underwriting, investor approval, and availability of funds. MCC anticipates the Project will be placed into a LIHTC investment fund of which MCC will be the managing general partner.
 - a. The anticipated federal LIHTC allocation is \$1,877,428 (\$18,774,280 total). Based on current LIHTC equity market conditions, MCC would estimate the current equity pricing to be \$0.83 per \$1.00 of federal LIHTC. Based on this pricing, the total Limited Partner LIHTC equity amount for the Project would be \$15,581,094.
 - b. The anticipated federal LIHTC amount allocated to the Limited Partner is approximately (and based on the Financial Projections):
 - i. \$938,621 in year 2028;
 - ii. \$1,877,240 in years 2029 through 2037;
 - iii. \$938,619 in year 2038
2. The Limited Partner shall contribute equity capital to Johnson Lofts Limited Partnership based upon all negotiated terms and conditions of the Limited Partnership Agreement. Prior to the funding of each LIHTC equity installment, the Limited Partner must be in receipt of: (i) acceptable and complete The American Institute of Architects (“AIA”) forms and general contractor lien waivers (if applicable during construction), (ii) current date down endorsement or title update, (iii) evidence that the conditions of all previous LIHTC equity Installments are satisfied, and (iv) the General Partner’s certification that the representations and warranties contained in the Limited Partnership Agreement are true and correct as of the date each LIHTC

equity installment is funded. Each installment will be made within ten (10) business days of the receipt and satisfaction of all items listed below.

- 3.** LIHTC equity installments shall be funded in the following order:
- a.** \$1,558,109 (10.00%), will be funded upon the later to occur of the execution of the Limited Partnership Agreement and satisfaction of the following conditions:
 - i.** the Limited Partner's admission to the Partnership;
 - ii.** MCC's receipt and acceptance of all necessary due diligence documentation that is typical and customary for a LIHTC project closing;
 - iii.** Closing or firm commitment from all Project sources and funding of those sources as required pursuant to the Financial Projections
 - iv.** receipt of a fixed rate commitment for the Permanent Loan(s); and
 - v.** receipt of any necessary building permits.

 - b.** \$12,464,875 (80.00%), will be funded upon the later to occur of October 01, 2028 and satisfaction of the following conditions:
 - i.** Mechanics' Lien-free 100% Construction Completion of the Project allowing all 44 residential rental units to be "placed in service" within the meaning of Section 42 of the Code;
 - ii.** Issuance of Certificates of Occupancy permitting immediate occupancy of all 44 residential rental units;
 - iii.** Architect's substantial completion certification that the Project has been completed in accordance with the Plans and Specifications;
 - iv.** receipt of the auditing firm's draft Cost Certification and evidence that the 10% Test has been met;
 - v.** receipt of acceptable evidence that all environmental requirements have been met (including radon testing if applicable).

 - c.** \$779,055 (5.00%) will be funded upon the later to occur of April 01, 2029 and satisfaction of the following conditions:
 - i.** the achievement of Stabilization (as defined below);
 - ii.** receipt and approval of the Limited Partner's third-party review of all of the first year's tenant files for compliance with the Code and Virginia Housing requirements;
 - iii.** receipt of the accountant's final Cost Certification;
 - iv.** repayment in full of the Construction Loan and closing and funding of the Permanent Loans;
 - v.** receipt of the final as-built ALTA survey of the Project;
 - vi.** "Stabilization" means a 90 consecutive day period following Construction Completion upon which: (i) the Project has achieved Qualified Occupancy, (ii)

the Project has maintained physical occupancy of at least 90%, (iii) closing and funding of the Permanent Loan has occurred, and (iv) the Project has satisfied the Debt Coverage Ratio of 1:15x.

d. \$779,055 (5.00%), will be funded upon the later to occur of July 01, 2029 and satisfaction of the following conditions:

- i. the IRS Form 8609 for all Project buildings;
- ii. receipt of the approved and recorded Land Use Restrictive Agreement (“LURA”);
- iii. an executed copy of the Deferred Developer Fee Note;
- iv. calculation of any tax credit adjusters.

4. All equity Installments during the construction period (including the 3(b) equity installment above or “Construction Completion Installment”) will be funded with monthly draw requests. On the date a construction draw request is made to any lender, or when any equity installment is requested throughout construction, the General Partner shall provide the Limited Partner with a copy of any documents submitted to any lender as part of a construction draw or as otherwise required.

MCC will charge an annual Asset Management Fee to the Project for the entirety of the 15-year compliance period. The Asset Management Fee will be calculated as \$100 per unit per year (\$4,400 initially), then escalate at a rate of 2.0% per year. The Asset Management Fee shall be paid from Project cash flow and accrue if unpaid in any year.

If any questions or concerns arise regarding the contents of this LOI, please do not hesitate to contact me. Please understand this LOI is only intended to demonstrate MCC’s interest in Johnson Lofts and does not create a binding obligation among the Project Participants.

Sincerely,



Brian Graney
Principal
Marble Cliff Capital, LLC
PO Box 12398
Marble Cliff, OH 43212
(440) 364-2158
bgraney@marblecliffcapital.com

Tab D:

Any Supporting Documentation related to List of LIHTC Developments (Schedule A)

NOT APPLICABLE

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 16th day of February, 2026 by and between **Woda Cooper Development, Inc.**, whose tax mailing address is 500 S. Front Street, 10th Floor, Columbus, Ohio 43215 (hereinafter referred to as “**Assignor**”) and **Johnson Lofts Limited Partnership**, whose tax mailing address is 500 S. Front Street, 10th Floor, Columbus, Ohio 43215 (hereinafter referred to as “**Assignee**”).

WHEREAS, Assignor entered into a purchase agreement with **METROTEC ASSOCIATES INC.**, (hereinafter referred to as “**Seller**”) on September 29th, 2025 (the “**Purchase Agreement**”) to purchase certain real estate parcel consisting of 1.69 +/- acres more or less, with the assigned parcel identification number of 4002376; approximately located at 2601 Cunningham Drive, Hampton, VA 23666 (collectively the “**Property**”);

NOW THEREFORE, Assignor hereby assigns to Assignee all of its rights, title, interests, and obligations under the Purchase Agreement to purchase the Property. By executing in the space provided below, Assignee hereby accepts such assignment and agrees to perform the obligations of 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:
Johnson Lofts Limited Partnership
An Virginia Limited Partnership

By: Johnson Lofts GP, LLC
An Ohio Limited Liability Company
Its General Partner

By: Woda Cooper Communities III, 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 29 day of September, 2025, by and between METROTEC ASSOCIATES INC., whose tax mailing address is 1240 Course View Circle, Virginia Beach, VA 23455 (hereinafter referred to as the "Seller"), and Woda Cooper Development, Inc., whose tax mailing address is 500 S. Front Street, 10th Floor, Columbus, OH 43215 (hereinafter referred to as the "Buyer").

BACKGROUND

- A. Seller is the owner of real property consisting of a 1.69 +/- acres more or less with the city assigned parcel identification number of: 4002376; approximately located at: 2601 Cunningham Drive, Hampton, VA 23666; and generally depicted on 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. The purchase price for the Property shall be Six Hundred Forty Thousand and no/100 Dollars (\$640,000.00) (the "Purchase Price").
2. Buyer shall deposit with Madison Title Agency, LLC, 1125 Ocean Avenue #4577, Lakewood, New Jersey 08701, Attn: Daniela Graca (the "Title Agent"), Six Thousand and no/100 Dollars (\$6,000.00) (the "Initial Earnest Deposit") within fifteen (15) business days of the full execution of this Agreement. Three Thousand and no/100 Dollars (\$3,000.00) will become nonrefundable on March 31, 2026. The remaining Three Thousand and no/100 Dollars (\$3,000.00) of the Initial Earnest Deposit will become nonrefundable within fifteen (15) business days of Buyer receiving an award of tax credits from Virginia Housing ("VH") or no later than July 31, 2026. Buyer shall deposit with the Title Agent Twelve Thousand and no/100 Dollars (\$12,000.00) (the "Award Earnest Deposit") within fifteen (15) business days of the Buyer receiving written award of Section 42 tax credits from VH. The Initial Earnest Deposit, Award Earnest Deposit, and all subsequent earnest deposits (collectively referred to as the "Earnest Deposits") shall be credited towards the Purchase Price at Closing (as defined hereinafter).
3. 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 customary pro rations. At Closing, Seller shall deliver a transferable, recordable, general warranty deed to Buyer, or its assignee. The general warranty deed shall be

prepared by Seller. Closing shall occur on or before December 31, 2026 (the “Closing”).

4. Buyer shall have two (2) options to extend Closing under this Agreement for an additional sixty (60) days per option by notifying Seller as specified in Paragraph 11 and delivering to Title Agent an additional earnest payment of Ten Thousand and no/100 Dollars (\$10,000.00) (each a “**Subsequent Earnest Deposit**”) for each extension. Any Subsequent Earnest Deposits shall become immediately non-refundable and shall be credited to the Purchase Price at Closing.
5. 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 exhausted all of its options to extend Closing in paragraph 4 above, Buyer may extend Closing for up to an additional ninety (90) days to allow for the completion of the NEPA review by notifying Seller as specified in Paragraph 11 and delivering to Title Agent an additional Ten Thousand and no/100 Dollars (\$10,000.00) (“**NEPA Extension Deposit**”) prior to the extended Closing date. The NEPA Extension may only be exercised if a NEPA review is required by one of Buyer’s funding sources and if Buyer has pursued the same with commercially reasonable effort. The NEPA Extension Deposit shall be non-refundable and shall be credited to the Purchase Price at Closing.
6. Title to the Property shall be free and clear of all liens and encumbrances other than those that do not unreasonably interfere with Buyer’s intended development of the Property, as determined by Buyer in its sole discretion. Buyer shall obtain a title insurance commitment for the Property, and if any exception noted therein is unacceptable to Buyer, Buyer shall notify Seller in writing, and Seller shall then have thirty (30) calendar days from the notice date to cure such unacceptable exception. If Seller fails to cure any exception timely objected to by Buyer within such 30-day period and fails to provide evidence to Buyer of such cure acceptable to Buyer in its reasonable discretion, then Buyer shall have the right to terminate this Agreement by written notice to Seller and the Earnest Deposit shall be returned to Buyer.
7. Buyer’s obligation to purchase the Property shall be subject to and contingent upon satisfaction to Buyer, at Buyer’s sole cost and expense and in Buyer’s sole discretion of the following contingencies on or before the Closing date:
 - a. Buyer determining that it can obtain all governmental approvals necessary or desirable for the construction of the housing units and all related amenities on the Property.
 - b. Buyer determining that the Property is in compliance with the lender and investor environmental requirements.
 - c. Buyer completing due diligence on the site and market review to its satisfaction.

- d. Buyer obtaining acceptable zoning approvals for the planned number of units and acceptable site plan approval by the appropriate government entity or entities.
 - e. Buyer receiving a resolution from the local government supporting the development within a revitalization area.
 - f. Buyer obtaining project-based vouchers from the local housing authority.
 - g. Buyer determining that development of Property for Buyer's intended use is economically feasible.
 - h. Buyer determining that the environmental remediation plan and costs associated with environmental reports are acceptable.
 - i. Buyer receiving all necessary financing, including but not limited to a final reservation of Section 42 tax credits from VH.
8. If the contingencies in paragraph 7 above are not satisfied or waived by Buyer, then Buyer shall have sole and absolute right to terminate this Purchase Agreement by written notice to Seller. Upon termination, all deposits deemed nonrefundable at the point of termination shall be released to Seller if not yet released, and neither party shall have any further rights, obligations, or liabilities hereunder.
 9. At Closing, Seller shall grant to Buyer any easements needed for access, grading, stormwater, and/or utility service to the Property. Any necessary easements will be placed in locations determined by Buyer's engineer subject to Seller's consent, with such consent not to be unreasonably withheld or delayed.
 10. It is understood and agreed that during the contract period for the Property Buyer and its designees shall have the right to enter the Property to conduct environmental tests, soils tests, or any other such investigation as deemed necessary by Buyer at Buyer's sole discretion and expense. Buyer will indemnify and hold harmless Seller from any claims, damages, or causes of action which might occur as a result of Buyer's activities on the Property, and Buyer shall restore the Property to the condition existing before said tests or investigations were conducted.
 11. 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.
 12. Buyer agrees that if it receives an award of Section 42 tax credits from VH, it will include a tribute to Ram Gowda within the development. The form of this tribute will be mutually agreed upon by the Buyer and Seller.

13. Notices under this Agreement may be given by fax, e-mail, mail, overnight mail, or personal delivery. Any notice that is actually received shall be effective regardless of the manner in which it is sent or delivered.
 - a. Notices to Buyer will be sent to:

500 S. Front Street, Floor 10
Columbus, OH 43215
Attention: Andrew Speicher
Email: aspeicher@wodagroup.com
 - b. Notices to Seller will be sent to:

1240 Course View Circle
Virginia Beach, VA 23455
Attention: Tara Gowda
14. This Agreement shall be assignable by Buyer without prior notice to or consent of Seller. Notwithstanding, any assignment pursuant to this paragraph, the original Buyer shall remain fully liable for performance of all its obligations hereunder.
15. At Closing, Seller shall pay the cost of deed preparation. Seller agrees to provide Buyer a general warranty deed with no encumbrances upon the real property described herein, except as may be permitted or waived exceptions indicated on the title commitment. Buyer shall pay the cost of an owner's title insurance policy in the full amount of the Purchase Price. At Closing, the real estate taxes will be prorated. Seller shall be responsible to pay all rollback taxes and seller real estate transfer taxes, and Buyer shall be responsible to pay all recordation taxes. Seller and Buyer agree that the Closing or the purchase of the Property and the title insurance for the transaction will be furnished through a title agency of Buyer's choice.
16. 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.
17. This Purchase Agreement shall be governed by and construed in accordance with the laws of the state of Virginia.
18. 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.

19. 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.
20. This Agreement shall be binding upon the parties hereto and their respective successors, assigns, heirs, executors, distributees, and personal representatives.
21. 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.
22. The duration of this offer is open for acceptance until ^{October 1, 2025} ~~September 26, 2025~~ at 5:00 P.M. EST. MCTG

[END OF DOCUMENT -SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

Seller:

METROTEC ASSOCIATES INC.

By: Tara Gowda

Name: TARA GOWDA

Its: Director/owner

Buyer:

Woda Cooper Development, Inc.

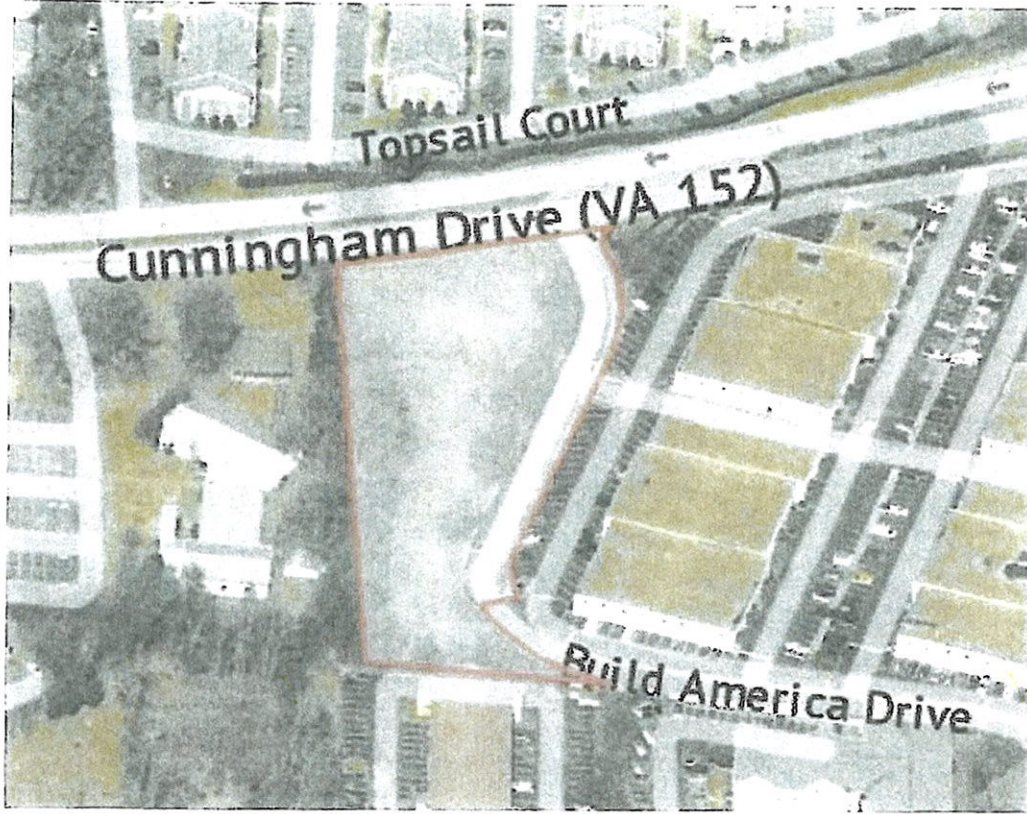
By: Maia Cooper

Name: Maia Cooper

Its: Vice President

Exhibit A

The Property



Hampton, Virginia

Property Address: 2601 CUNNINGHAM DR
 HAMPTON, VA 23666

Mailing Address: 1240 COURSE VIEW CIR
 VIRGINIA BEACH, VA 23455

PIN/LRSN/RPC : 4002376

General Information

Owner's Name: METROTEC ASSOCIATES INC

Assessment Neighborhood: 9070

Legal Description: NEW CUNNINGHAM DR. PC1

Subdivision Number: 700000

Deeded Acreage: 1.69

Deeded SqFt: 73542

GIS Acreage: 1.72

Old Map No: 04E021 00 0000PC1

Assessment Information

| Fiscal Year | Land Value | Improvement Value | Total Value |
|-------------|------------|-------------------|-------------|
| FY2026 | \$540,600 | \$0 | \$540,600 |
| FY2025 | \$540,600 | \$0 | \$540,600 |
| FY2024 | \$514,800 | \$0 | \$514,800 |
| FY2023 | \$514,800 | \$0 | \$514,800 |
| FY2022 | \$514,800 | \$0 | \$514,800 |
| FY2021 | \$514,800 | \$0 | \$514,800 |
| FY2020 | \$514,800 | \$0 | \$514,800 |
| FY2019 | \$514,800 | \$0 | \$514,800 |
| FY2018 | \$441,300 | \$0 | \$441,300 |
| FY2017 | \$441,300 | \$0 | \$441,300 |
| FY2016 | \$441,300 | \$0 | \$441,300 |
| FY2015 | \$441,300 | \$0 | \$441,300 |
| FY2014 | \$441,300 | \$0 | \$441,300 |
| FY2013 | \$441,300 | \$0 | \$441,300 |
| FY2012 | \$441,300 | \$0 | \$441,300 |
| FY2011 | \$441,300 | \$0 | \$441,300 |
| FY2010 | \$441,300 | \$0 | \$441,300 |
| FY2009 | \$441,300 | \$0 | \$441,300 |
| FY2008 | \$441,300 | \$0 | \$441,300 |
| FY2007 | \$405,200 | \$0 | \$405,200 |
| FY2006 | \$386,100 | \$0 | \$386,100 |
| FY2005 | \$294,000 | \$0 | \$294,000 |
| FY2004 | \$285,400 | \$0 | \$285,400 |
| FY2003 | \$277,100 | \$0 | \$277,100 |

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 City of Hampton expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Transfer History

| Grantor | Transfer Date | Consideration | Doc # or Deed Book/Pg |
|---------------------------|-----------------------|---------------|-----------------------|
| GOWDA RAMCHANDRA & TARA | 3/14/2016 12:00:00 AM | 0 | 160 003107 |
| GALORE LLC | 1/18/2012 12:00:00 AM | 0 | 120 000630 |
| MARKEL ANTHONY F | 7/20/2005 12:00:00 AM | 304000 | 050 018208 |
| MARKEL ANTHONY F | 5/1/1989 12:00:00 AM | 207100 | 0956 0746 |
| PFLUG JOHN R JR | 3/1/1984 12:00:00 AM | 186549 | 0673 0577 |
| CUNNINGHAM 64 PARTNERSHIP | 11/1/1973 12:00:00 AM | 0 | 0468 0377 |
| EXXON CORPORATION | 1/1/1973 12:00:00 AM | 0 | 0459 0225 |
| HUMBLE OIL & REFINING CO | 9/1/1972 12:00:00 AM | 0 | 0455 0659 |

City Resources

| Land Development | |
|-------------------|------------------|
| Zoning: | C-3 |
| SPI: | Yes |
| Wetlands: | Not in Zone |
| RMA: | Not in Zone |
| IDA: | Not in Zone |
| Noise: | <i>No Data</i> |
| Soil Type: | URBAN LAND |
| Master Plan Area: | COLISEUM CENTRAL |

| Neighborhood Services | |
|-----------------------|-------------------------|
| Census Tract: | 10311 |
| District: | Northampton, District 1 |
| Representative: | Pamala Kelly |

| Police Dept | |
|---------------|-----|
| District: | 102 |
| Traffic Zone: | 23 |

| Codes | |
|-----------------------------|-------|
| District: | 1A |
| Inspector: | FLYNN |
| New Construction Inspector: | FLYNN |

| Public Works | |
|--------------------|--------------|
| Street Sweeping: | 4th THURSDAY |
| Trash Day: | MONDAY |
| Recycling: | BLUE MONDAY |
| Pump Station Area: | 127 |
| Watershed: | BR 7 |

| Fire Dept | |
|------------|------|
| District: | ST10 |
| Inspector: | 1 |
| Battalion: | 2 |

| Land Development | |
|---------------------------------------|-------------|
| Office Park: | Not in Park |
| Urban Enterprise Zone: | In Zone |
| Hampton Roads Center Enterprise Zone: | Not in Zone |
| Hampton Roads Center Technology Zone: | Not in Zone |
| Downtown Technology Zone: | Not in Zone |

| Voting Information | |
|--------------------------|--------------------|
| Congress: | 3 |
| House of Representative: | 87 |
| Senate: | 23 |
| Poll Precinct: | FORREST |
| Poll Location: | FORREST ELEMENTARY |

| Sherriff's Office | |
|-------------------|-----|
| Warrant Services: | CP5 |

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).

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

***Please note that this may make the Application 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, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- Rehabilitation** – 30% performance increase over existing, based on HERS index.
Or, it must provide evidence of a HERS Index of 80 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.
- Adaptive Reuse** – Must provide evidence of a HERS index of 95 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

Additional Optional Certification

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

- Earthcraft Certification** - The development's design meets the criteria to obtain Earthcraft Multifamily program gold certification or higher.
- LEED Certification** - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.
- National Green Building Standard (NGBS)** - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification
- Enterprise Green Communities**—The development's design meets the requirements stated in the Enterprise Green Communities Criteria for this development's construction type to obtain certification.

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

| | | |
|---|-----------------------|--------------|
|  | Jeff Sadler | 2-20-26 |
| RESNET Rater Signature | Printed Name | Date |
| | | |
| Building Efficiency Resources | Gabriel Pasillas | |
| RESNET Provider Agency | Provider Contact Name | |
| | | |
|  | hers@theber.com | 800-399-9620 |
| Contact Signature | Email | Phone |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 28M4K7wL



HERS® Index Score:

50

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

Annual Savings

\$887

*Relative to an average U.S. home

Home:

2601 Cunningham Dr, BMG #1, 1BR Int Lower Fl
Hampton, VA 23666

Builder:

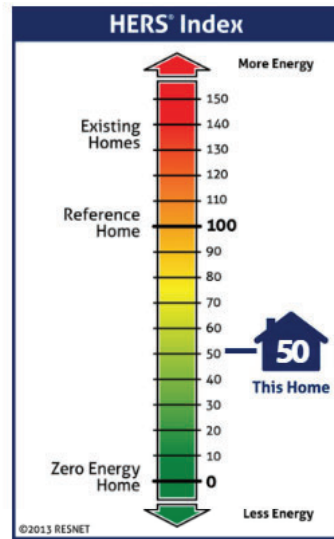
Woda

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 1.8 | \$70 |
| Cooling | 0.9 | \$37 |
| Hot Water | 4.2 | \$166 |
| Lights/Appliances | 11.2 | \$445 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 18.1 | \$810 |

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 715 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 9.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 19 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 0.25 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.18 ACH50) |
| Ventilation: | 50 CFM • 30 Watts • Supply Only |
| Duct Leakage to Outside: | 3 CFM25 / 100 ft ² |
| Above Grade Walls: | R-26 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.28, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | N/A |

Rating Completed by:

Energy Rater: Zachary Barkan
RESNET ID: 5424506

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Zachary Barkan

Zachary Barkan, Certified Energy Rater
Digitally signed: 2/26/26 at 9:40 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.2.2.3810

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: LXg3mVb2



HERS® Index Score:

50

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

Annual Savings

\$1,117

*Relative to an average U.S. home

Home:

2601 Cunningham Dr, BMG #4, 2BR Int Lower Fl
Hampton, VA 23666

Builder:

Woda

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 2.1 | \$84 |
| Cooling | 1.2 | \$48 |
| Hot Water | 5.9 | \$235 |
| Lights/Appliances | 13.3 | \$528 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 22.5 | \$986 |

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0

Rating Completed by:

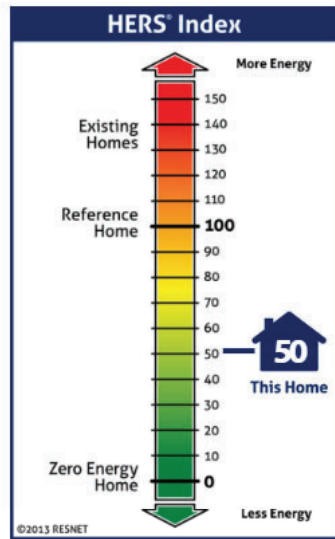
Energy Rater: Zachary Barkan
RESNET ID: 5424506

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620

Zachary Barkan

Zachary Barkan, Certified Energy Rater
Digitally signed: 2/26/26 at 9:40 AM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 925 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 9.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 19 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 0.25 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.16 ACH50) |
| Ventilation: | 65 CFM • 30 Watts • Supply Only |
| Duct Leakage to Outside: | 3 CFM25 / 100 ft ² |
| Above Grade Walls: | R-26 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.28, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | N/A |



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.2.2.3810

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 26bGwy82



HERS® Index Score:

47

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

Annual Savings

\$1,480

*Relative to an average U.S. home

Home:

2601 Cunningham Dr, BMG #12, 3BR Int Top Fl
Hampton, VA 23666

Builder:

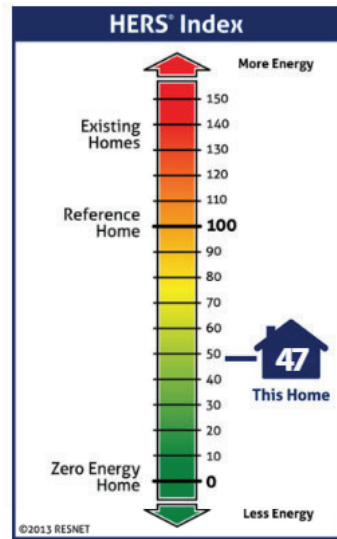
Woda

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 3.2 | \$126 |
| Cooling | 2.2 | \$88 |
| Hot Water | 7.3 | \$291 |
| Lights/Appliances | 14.8 | \$591 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 27.5 | \$1,187 |

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,131 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 9.5 HSPF2 |
| Primary Cooling System: | Air Source Heat Pump • Electric • 19 SEER2 |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 0.25 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.19 ACH50) |
| Ventilation: | 85 CFM • 30 Watts • Supply Only |
| Duct Leakage to Outside: | 3 CFM25 / 100 ft ² |
| Above Grade Walls: | R-26 |
| Ceiling: | Sealed Attic, R-35 |
| Window Type: | U-Value: 0.28, SHGC: 0.23 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Rating Completed by:

Energy Rater: Zachary Barkan
RESNET ID: 5424506

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Zachary Barkan

Zachary Barkan, Certified Energy Rater
Digitally signed: 2/26/26 at 9:41 AM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:5.2.2.3810

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

System 151 at Gulfstream Aerospace

Cherry Street Energy

Powering the Southeast With Reliable,
Renewable Energy

Prepared for:



WODA COOPER COMPANIES

January 2026

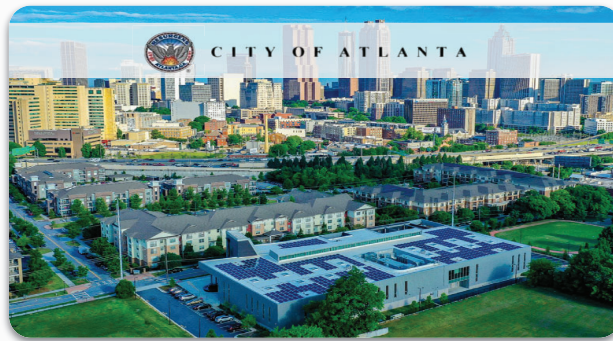
We Are a Renewable Power Company

When you choose Cherry Street as your renewable energy provider, you're choosing:

- ☀️ A **vertically-integrated solution** for incorporating emission-free electricity into your operations.
- ☀️ **Cost avoidance:** No upfront capital investment. No ongoing maintenance fees.
- ☀️ A fixed rate over 20-30 years. You'll know exactly what you'll pay per kWh, and will **avoid rate increases**.
- ☀️ **Energy resiliency** in the face of accelerated demand.

Creating Meaningful Partnerships

We support these brands in their incorporation of renewable power.



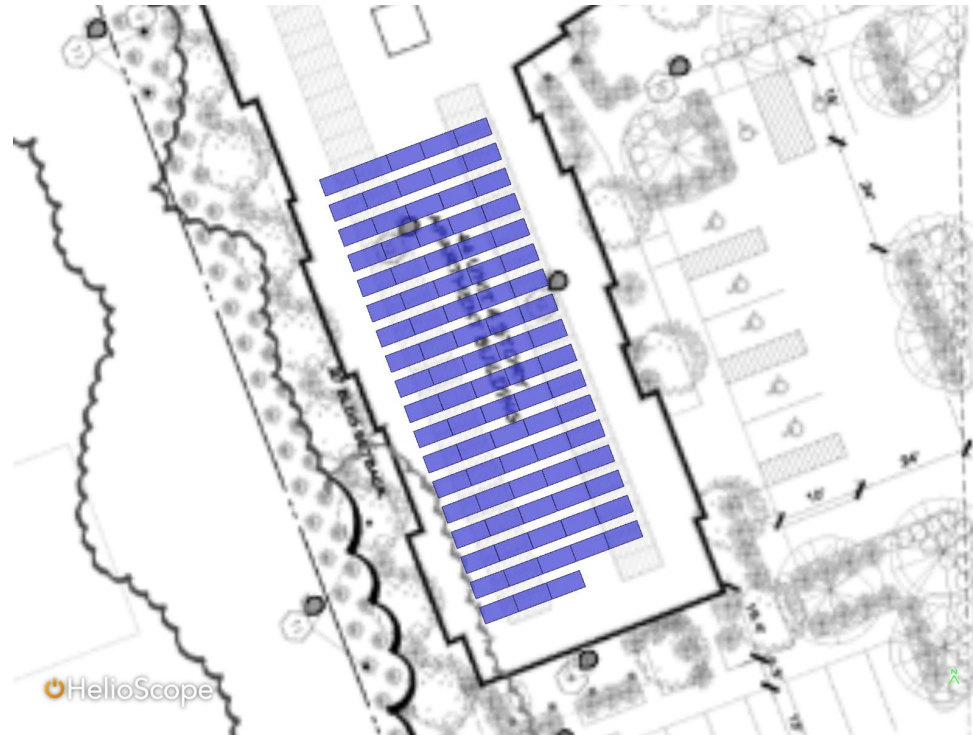


Proposal Overview

Helioscope and financial review.

Johnson Lofts

2601 Cunningham Dr, Hampton, VA 23666



48kW
System Size (DC)



Agreement overview.

Johnson Lofts

20 Years

Agreement term

Price per kWh
36.00¢

Annual Escalation
2.50%

Financial Summary
TBD

Avoided Construction & Maintenance Cost
\$289,692.00

- Cannot show pricing due to New Construction and Energy Star data not showing energy projections
- Solar Offset and Annual Solar Production to be determined upon collection of energy data

| Cherry Street Energy | | Invoice | | | |
|--|--------------|---------------------------|---------------|---------------|------------|
| Example Customer Example address Address line 2 United States | | Sample Invoice | | | |
| Invoice Number | Invoice Date | Invoice Due Date | Payment Terms | | |
| 2292825 | 9/30/2024 | 10/30/2024 | Net 30 | | |
| Location | Meter | Description | Usage (kWh) | Rate (\$/kWh) | Total (\$) |
| Example Site | Meter | 2024 Sep Solar Production | 48,367 | \$0.0898 | \$4,343.36 |
| Subtotal | | | | | \$4,343.36 |
| Tax Total (8%) | | | | | \$0.00 |
| Total | | | | | \$4,343.36 |

Actual kWh usage

Agreed upon per kWh rate

No hidden fees or unexpected costs

If paying by check, please remit to:
Cherry Street Asset Management Holdings
1000 Marietta St NW, Suite 290
Atlanta, GA 30318

If paying electronically, please remit payment to:
Cherry Street Asset Management Holdings
ABA # 051 100 606
Account # 010 185 50341

Cherry Street Energy 1000 Marietta St NW, Suite 290, Atlanta, GA 30318
A@cherrystreetenergy.com

1 of 1

Indicative pricing is preliminary based upon information currently available and contemplated system parameters. Pricing shown is not an offer to transact and subject to change in due diligence.

System o84 at Jekyll Island

Thank you!



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 the 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

Zoning Certification

DATE: March 11, 2026

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

RE: ZONING CERTIFICATION

Name of Development: Johnson Lofts
Name of Owner/Applicant: Johnson Lofts Limited Partnership
Name of Seller/Current Owner: METROTEC ASSOCIATES, INC.

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 to confirm proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely to determine whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credit.

DEVELOPMENT DESCRIPTION:

Development Address:

2601 Cunningham Dr, Hampton, VA 23666

Leal Description:

See Exhibit A.

Proposed Improvements:

Construction

| | | | | | | |
|-------------------|---------|-----------|-------------|----------|------------------|---------------------|
| New Construction: | # Units | <u>44</u> | # Buildings | <u>1</u> | Total Floor Area | <u>55,633.72 SF</u> |
| Adaptive Reuse | # Units | _____ | # Buildings | _____ | Total Floor Area | _____ |
| Rehabilitation: | # Units | _____ | # Buildings | _____ | Total Floor Area | _____ |

Zoning Certification, cont'd

Current Zoning: MD-4 allowing a density of Unlimited units per acre, and the following other applicable conditions: See attached proffer agreement and conditions letter

Other Descriptive Information:

The site qualifies for reducing minimum parking requirements to zero (0), per Sec. 11-8 (G)(e) of the Hampton Zoning Ordinance

LOCAL CERTIFICATION:

Check one of the following a 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 approved for non-conforming use. To the best of my knowledge, there are no zoning violations outstanding on this property, and no further zoning approvals and/or special use permits are required.

[Handwritten Signature]

Signature

Michael V. Fulgham, CEA

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

757.728.2433

Phone

3/12/2024

Date

NOTES TO LOCALITY:

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

taxcreditapps@virginiahousing.com.

Exhibit A
Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hampton, Commonwealth of Virginia.

ALL THAT certain tract or parcel of land, located in the City of Hampton, Virginia, designated and described as "PARCEL 1", as shown on that certain plat entitled "PLAT OF PARCELS 1, 2, 3 & 4, PROPERTY OF CUNNINGHAM 64 PARTNERSHIP", dated February 24, 1984, revised March 2, 1984, made by William M. Sours, Surveyor, a copy of which plat is attached to and made a part of the deed recorded in the Clerk's Office, Circuit Court, City of Hampton, Virginia, in Deed Book 673, at Page 577, and to which plat reference is hereby made for a more particular description.

Prepared by:
**METROTEC
ASSOCIATES INC.
1240 Course View
Circle, Virginia Beach,
VA 23455**

After recording return to:
Office of the City Attorney
22 Lincoln Street
Hampton, Va. 23669
(jek)

LRSN: 4002376

PROFFER AGREEMENT

THIS PROFFER AGREEMENT (“Agreement”) made this 22nd day of January, 2026, by and between METROTEC ASSOCIATES INC., a Virginia stock corporation (the “Grantor”); and THE CITY OF HAMPTON, a municipal corporation of the Commonwealth of Virginia (the “Grantee” or the “City”), with an address of 22 Lincoln Street, Hampton City Hall, Hampton, Va. 23669.

RECITALS

- A. METROTEC ASSOCIATES INC. is the owner of a certain parcel of property located in the City of Hampton, herein known as LRSN Number(s) 4002376, and more fully described on “Exhibit A” (the “Property”).
- B. Woda Cooper Development, Inc., an Ohio stock corporation, acting on behalf of Grantor and with its consent, has initiated a conditional amendment to the zoning map of the City of Hampton, Virginia, by petition addressed to the Grantee so as to change the zoning classification of the Property from C-3 to MD-4.
- C. Grantor has requested approval of this Agreement.

- D. Grantee's policy is to provide for the orderly development of land for various purposes, including commercial purposes, through zoning and other land development legislation.
- E. Grantor desires to offer the City certain conditions for the enhancement of the community and to provide for the highest quality and orderly development of the Property.
- F. The conditions outlined in this Agreement have been proffered by Grantor and allowed and accepted by Grantee as a part of the amendment of the City Zoning Ordinance and the Zoning Map. These conditions shall continue in full force and effect until a subsequent amendment changes the zoning of the Property; provided, however, that such conditions shall continue if the subsequent amendment is part of the comprehensive implementation of a new or substantially revised zoning ordinance of Grantee.

NOW, THEREFORE, for and in consideration of the approval and acceptance by the City of this Agreement, Grantor agrees that it will meet and comply with all of the following conditions in developing the Property. In the event the requested change of zoning classification is not granted by the City, these Proffers shall thereupon become null and void. Grantor, its heirs, successors, assigns, grantees and other successors in title or interest to the Property, voluntarily and without any requirement by or exaction from Grantee or its governing body and without any element or compulsion or quid pro quo for zoning, rezoning, site plan, building permit or subdivision approval, makes the foregoing declaration of conditions and restrictions governing the use and physical development and operation of the Property, and covenants and agrees that this declaration and the further terms of

this Agreement shall constitute covenants running with the Property, which shall be binding upon the Property, and upon all persons and entities claiming under or through the Grantor, its heirs successors and assigns, grantees and other successors in interest or title to the Property; namely:

CONDITIONS

Limitation on Uses

1. *The only permitted use of the Property shall be as multifamily dwellings, together with all permitted accessory uses.*

Development Standards

2. *The Property shall be developed in substantial conformance with the conceptual site plan entitled "Johnson Lofts, Hampton VA" dated 01-22-2026, prepared by PCI Design Group, Inc (the "Concept Plan"); a copy of which is on file with the Community Development Department and has been exhibited to the Hampton Planning Commission and Hampton City Council for illustrative purposes and to provide justification for the Rezoning action. Minor changes in the Concept Plan may be made to accommodate environmental, engineering, architectural, topographic, or other development conditions, or site/subdivision plan approval requirements as required by applicable law and/or regulation and subject to approval of the Director of Community Development or their designee for consistency with the terms of this proffer. A copy of the final approved Concept Plan shall be placed in the file with the Planning Division of the Department of Community Development and shall supersede any previous Concept Plan.*
3. *All structures shall be constructed in substantial conformance with the elevations contained in sheets A3.1 ("North & East Elevations – Cunningham Drive & Build America Drive") and A3.2 ("South & West Elevations") of the Concept Plan (hereafter, the "Elevations"), copies of which are on file with the Community Development Department. The Elevations have been exhibited to the Hampton Planning Commission and Hampton City Council for illustrative purposes and to provide justification for this Rezoning action. Minor changes in the Elevations may be made to accommodate environmental, engineering, architectural, topographic or other development conditions, building code, or site/subdivision plan approval requirements as required by applicable law and/or regulations and subject to approval of the Director of Community Development or their designee for consistency with the terms of this proffer. A copy of the final approved Elevations shall be placed in the file with the Planning Division of the Department of Community Development and shall supersede any previous Elevations.*
4. *The construction of the proposed structures shall be as follows:*
 - i) *Primary and secondary building materials for the front, side, and rear elevations shall be brick, full-face brick veneer, stone veneer, cement fiber board, concrete panels, ground face or polished concrete block, precast or cut stone, engineered wood, wood or composite lap, metal or composite panel systems, and/or glass. Acceptable trim materials are PVC, vinyl, and/or cementitious board. Painted wood trim is not permitted.*

- a. *systems shall be screened from the right-of-way and adjacent properties through the use of landscaping, fencing, or placement on roofs hidden by roof parapets.*

Landscaping

14. *Prior to final site plan approval for development of the Property, a landscape plan shall be submitted for review and approval by the Director of Community Development or their designee, meeting the requirements of the City of Hampton Landscape Guidelines. The landscape plan shall be consistent with the following criteria:*

- a. *The landscape plan shall comply with the Concept Plan;*
- b. *The landscape plan shall be in conformance with the City of Hampton Landscape Guidelines;*
- c. *The Landscape Buffers, as depicted in the Concept Plan, shall consist of a mixture of evergreen and deciduous canopy trees, understory trees, and shrubs;*
- d. *All existing trees within the Landscape Buffer shall be preserved, with the exception that all dead, diseased or damaged vegetation and invasive species, which shall be removed only to the extent necessary. All trees installed in the Landscape Buffer shall be dispersed throughout the required planting areas and shall be planted with a combination of single trees and groups of trees in a staggered, clustered or other pattern. Trees shall not be installed in a continuous single row except where necessary and appropriate to meet screening buffer requirements. Shrubs shall be installed in groupings and integrated with trees. No trees or shrubs will be required in areas that preclude their planting due to a utility easement;*
- e. *Buffer plant materials shall be a combination of deciduous and evergreen canopy and understory trees as well as deciduous and evergreen shrubs. No more than fifty percent (50%) of the required trees and shrubs shall be of any one type, nor shall more than twenty-five percent (25%) of the required trees and shrubs be of any single species;*
- f. *Trees and shrubs shall be native species to the Hampton Roads region, as found within the "Native Plants for Southeast Virginia including Hampton Roads Region" guidebook, on file with the Planning and Zoning Division, except that up to 25% of the plant materials may include other species not native to the Hampton Roads Region provided such species are native to USDA Hardiness Zones 8a or 8b, which are suited for future climate change conditions;*
- g. *All new trees and shrubs shall meet the following size requirements:*

| <i>Plant Type</i> | <i>Installed Size</i> | <i>Mature Height Capability</i> |
|--------------------------|-----------------------|---------------------------------|
| <i>Shade/Canopy Tree</i> | <i>2" caliper</i> | <i>>50'</i> |
| <i>Evergreen Tree</i> | <i>8-10' height</i> | <i>>40'</i> |
| <i>Understory Tree</i> | <i>8-10' height</i> | <i>>20'</i> |
| <i>Evergreen Shrub</i> | <i>24-30" height</i> | <i>>6'</i> |

15. *The community amenities shall include, at minimum, the playground, community room, and bike racks depicted on the Concept Plan. Additional amenities may be provided based on market demand.*
16. *Development of the Property shall include the following resiliency and sustainability elements:*
 - i. *The buildings constructed on the Property shall be designed to meet the 115-mile-per-hour wind load design requirements of the Virginia Uniform Statewide Building Code.*
 - ii. *EnergyStar-certified hot water heaters, refrigerators, and dishwashers will be installed in the apartment units.*
 - iii. *All buildings will be designed and constructed to include the following EnergyStar Multifamily New Construction features: LED lighting, 15 SEER-rated heat pumps with electric backup heat, and programmable thermostats.*
 - iv. *Provision of a minimum of two (2), Level II electric vehicle charging stations shall be provided and distributed throughout the development.*
17. Grantor acknowledges that all phases of the proposed project shall comply with all ordinances of the Grantee.
18. Further lawful conditions or restrictions against the Property may be required by Grantee during the detailed Site Plan review and administration of applicable codes and regulations of Grantee by all appropriate agencies and departments of Grantee, which shall be observed or performed by Grantor. Grantor acknowledges that additional further lawful conditions or restrictions may be imposed by Grantee as a condition of approvals, including but not limited to final site plan approval.
19. All references hereinabove to zoning districts and to regulations applicable thereto refer to the City Zoning Ordinance of the City of Hampton, in force as of the date the conditional rezoning amendment is approved by the Grantee.
20. The Grantor covenants and agrees that (1) the Zoning Administrator of the City of Hampton, Virginia, shall be vested with all necessary authority on behalf of the governing body of the City of Hampton, Virginia, to administer and enforce the foregoing conditions and restrictions specified in this Agreement, including (i) the ordering in writing of the remedying of any noncompliance with such conditions, and (ii) the bringing of legal action or suit to ensure compliance with such conditions, including mandatory or prohibitory injunction, abatement,

damages or other appropriate action, suit or proceedings; (2) the failure to meet all conditions shall constitute cause to deny the issuance of any of the required building or occupancy permits as may be appropriate; and (3) the Zoning Map shall show by an appropriate symbol on the Map the existence of conditions attaching to the zoning of the subject Property on the Map and that the ordinance and conditions may be made readily available and accessible for public inspection in the office of the Zoning Administrator and in the Department of Community Development and that this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia and indexed in the name of the Grantor and Grantee.

[Remainder of Page Intentionally Left Blank - Signatures on Following Page]

WITNESS the following signatures:

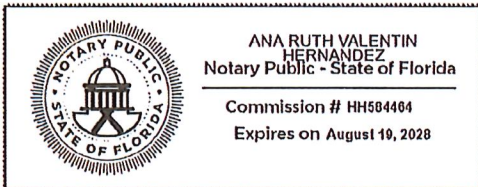
METROTEC ASSOCIATES, INC.

Tara Gowda

By: Tara Gowda, Owner

STATE OF VIRGINIA
City of Hampton, to-wit:

I, Ana Ruth Valentin Hernandez, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Tara Gowda, whose name is signed to the foregoing instrument as (title) Owner of Metrotec Associates, Inc., a Virginia stock corporation, has sworn to, subscribed, and acknowledged the same before me in the City and State aforesaid, this 22 day of January, 2026 on behalf of said Inc.. He/she is personally known to me or has produced DRIVER LICENSE as identification.



Ana R Valentin Hernandez

Notary Public

My commission expires: 08/19/2028

Registration No. HH584464

Notarized remotely online using communication technology via Proof.

Exhibit A
Legal Description

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hampton, Commonwealth of Virginia.

ALL THAT certain tract or parcel of land, located in the City of Hampton, Virginia, designated and described as "PARCEL 1", as shown on that certain plat entitled "PLAT OF PARCELS 1, 2, 3 & 4, PROPERTY OF CUNNINGHAM 64 PARTNERSHIP", dated February 24, 1984, revised March 2, 1984, made by William M. Sours, Surveyor, a copy of which plat is attached to and made a part of the deed recorded in the Clerk's Office, Circuit Court, City of Hampton, Virginia, in Deed Book 673, at Page 577, and to which plat reference is hereby made for a more particular description.

Conditions

Use Permit Application No. 25-038

Multifamily Dwellings - Johnson Lofts
2601 Cunningham Dr, 4002376

1. Issuance of Permit

The Use Permit is for the development of multifamily dwellings, as that use is defined in the City's Zoning Ordinance, applies only to the location at 2601 Cunningham Drive [LRSN: 4002376] ("Location"), is further limited and confined to the designated area as identified on **Exhibit A** attached hereto ("Multifamily Dwellings"), and is not transferable to another location. Any expansion beyond the area designated on **Exhibit A** will require an amended Use Permit.

2. Compliance with Rezoning

All the proffered conditions from Rezoning 25-0037 shall also apply to this Use Permit, and shall be incorporated as if fully set forth herein.

3. Management

The Multifamily Dwellings shall have established on-site management with regular business hours 9 AM-5 PM Monday to Friday, at a minimum.

4. Dumpster Screening

All trash dumpsters shall be screened with an appropriate dumpster enclosure constructed of building materials that complement the primary building materials of the Multifamily Dwellings and enhanced with landscaping as approved by the Director of Community Development or their designee.

5. Security

The applicant shall provide at least one (1) security camera facing each parking area on the site.

6. Certificate of Occupancy

The applicant must obtain a Certificate of Occupancy prior to commencing operation.

7. Compliance with Laws

- a. If the applicant is a legal entity, other than a person or persons, including, but not limited to a limited liability company or corporation, applicant shall be authorized to transact business in Virginia as a domestic or foreign business entity and shall provide proof of registration to the Zoning Administrator, upon request. Applicant shall not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia to be revoked or cancelled at any time while this Use Permit is in effect.
- b. This Use Permit may be terminated for any violation of federal, state, or local law.

Conditions

Use Permit Application No. 25-038

Multifamily Dwellings - Johnson Lofts
2601 Cunningham Dr, 4002376

- c. The Multifamily Dwellings shall be subject to the provisions of the Hampton Zoning Ordinance and the Hampton City Code, to include, but not limited to, noise, setbacks, and building code, and taxation requirements.

8. Revocation

Notwithstanding any condition or provision of this Use Permit to the contrary, the Use Permit may be revoked for violation of any terms or conditions of the Use Permit as set forth in chapter 14 of the Hampton Zoning Ordinance (as amended).

9. Nullification

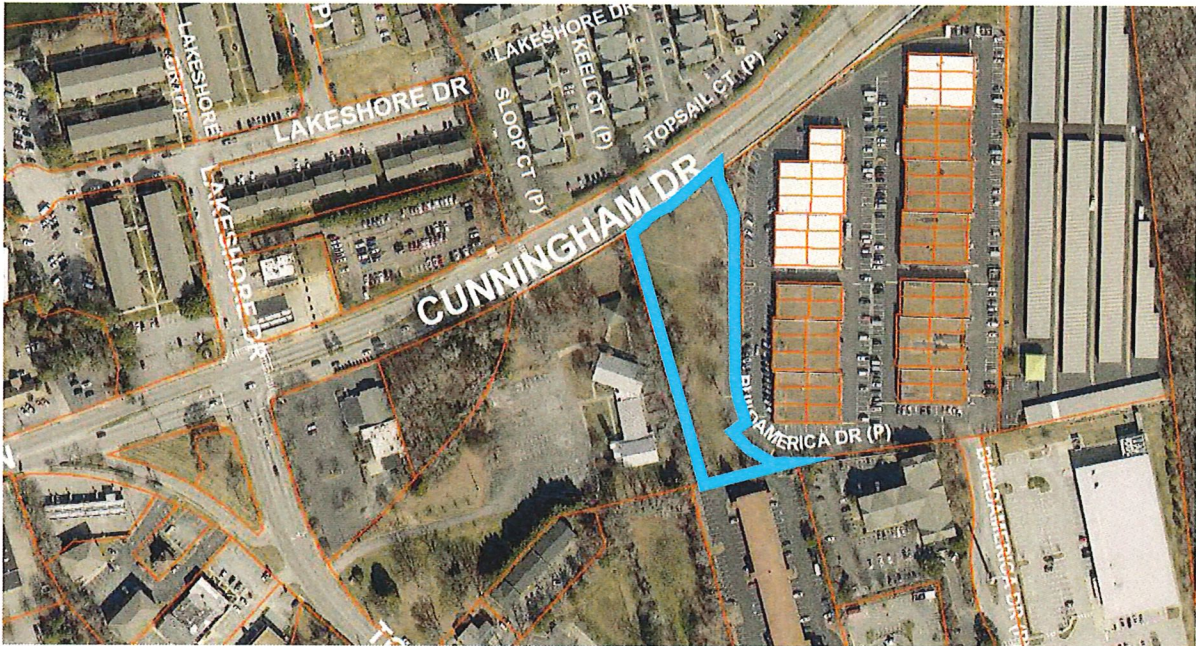
The Use Permit shall automatically expire and become null and void under any of the following conditions:

- (1) If, in the case of new construction, the building has not been erected, with doors, windows, roof covering and exterior finish materials in place within two (2) years of the issuance of the use permit;
- (2) No building permit to construct the authorized improvements has been issued within twelve (12) months of the date of approval by the City Council, or if no building permit is required, if the use is not established within twelve (12) months of the date of approval by the city council;
or
- (3) Once the property may be occupied, if the property is not used for the permitted purpose for a continuous two-year period unless otherwise specified in the zoning ordinance. In making this determination the city may consider such matters as the issuance of a building permit, a business license, utility connections and such related factors.

Conditions

Use Permit Application No. 25-038
Multifamily Dwellings - Johnson Lofts
2601 Cunningham Dr, 4002376

EXHIBIT A



Tab H:

Attorney's Opinion (MANDATORY)

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 email the Tax Credit Allocation Department at TaxCreditApps@VirginiaHousing.com.

Attorney's Opinion Letter

(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.

Date: March 12, 2026

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

Re: 2026 9% Tax Credit Reservation Request (competitive 70% value credits)
Name of Development: Johnson Lofts
Name of Owner: Johnson Lofts 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 March 12, 2026 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. Based solely upon my review of (i) the Applicant's partnership agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

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

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

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

RENO &
CAVANAUGH

LAWYERS
BUILDING
COMMUNITY.™

Reno & Cavanaugh PLLC

By 
Matthew Greeson, Esq., Member

EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's partnership agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

| | NAME | TITLE |
|----|---------------------|--|
| 1 | Jeffrey J. Woda | Manager of Managing Member of General Partner of Owner |
| 2 | David Cooper, Jr. | Manager of Managing Member of General Partner of Owner |
| 3 | Christopher LaGrand | Senior Vice President of Managing Member of General Partner of Owner |
| 4 | Jennifer Ricci | Vice President of Managing Member of General Partner of Owner |
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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 email the Tax Credit Allocation Department at TaxCreditApps@VirginiaHousing.com.



Attorney's Opinion

~~Attorney's Opinion Letter~~

(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.

Date: ~~_____~~ (Must be on or after the application date below) March 12, 2026

¶
To: Virginia Housing
601 South Belvidere Street ¶
Richmond, Virginia 23220

¶
RERe: 20—2026 9% Tax Credit Reservation Request (competitive 70% ~~present~~
value credits)

¶
~~_____~~ Name of Development: Johnson Lofts—¶
Name of Owner: —Johnson Lofts 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 March 12, 2026 ~~_____~~ (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

2. ~~[Select One]~~

~~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.¶~~

OR¶

¶

Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

¶

3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

¶

4. ~~[Select One]~~

The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

~~The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.¶~~

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

¶

6. Based solely upon my review of (i) the Applicant's ~~[operating agreement / partnership agreement]~~; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

~~7. [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.¶~~

- ~~8. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.¶~~
- ~~9. [Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.¶~~
- ~~10. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.¶~~

¶

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

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

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

~~Firm Name~~ ¶

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Reno & Cavanaugh PLLC ¶

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By _____ ¶

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~~Its~~ Matthew Greeson, Esq., Member
~~Title~~



EXHIBIT A
TO
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's ~~operating agreement~~ / partnership agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

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~~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.¶¶~~

~~Date _____¶¶~~

~~To — Virginia Housing¶¶
601 South Belvidere
Street Richmond,
Virginia 23220¶¶~~

~~RE: — 20__ 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)¶¶~~

¶¶

Name of Development

Name of Owner

¶¶

~~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 (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. ~~[Select One]¶¶~~

~~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.¶¶~~

~~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.¶¶~~

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~~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.¶¶~~

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5. ~~Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion*), the individuals identified on the list~~

~~attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief. ¶~~

- ~~6. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing. ¶~~
- ~~7. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form. ¶~~
- ~~8. [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. ¶~~
- ~~9. [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. ¶~~

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

¶

¶

Firm Name _____

By _____ ¶

Its

Title

¶
EXHIBIT A ¶
TO ¶
ATTORNEY'S OPINION LETTER ¶

¶

¶

Based solely upon my review of (i) the Applicant's [operating agreement / partnership agreement]; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief. ¶

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| ¶ | NAME ¶ | TITLE ¶ |
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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)

NOT APPLICABLE

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

NOT APPLICABLE

Tab K:

Documentation of Development Location:

Documentation of Development Location



Tab K.1

Revitalization Area Certification



Community Revitalization Plan Form Letter

13 VAC 180-60(E)(2)(c)(6)

General Instructions:

1. The Community Revitalization Plan Form should be signed by any of the following individuals or authorized officers of any of the following offices within the jurisdiction where the Development will be located:
 - City Manager/County Executive
 - Office of Housing
 - Office of Planning
 - Office of Zoning
 - Economic Development Authority
 - Local Housing Authority
 - Other official or office deemed acceptable by Virginia Housing
2. Owner/Applicant should fill in all requested information on the form letter, except for the signature page:
 - 'Development Address' should correspond to I.A.2 on page 1 of the application and Zoning Certification.
 - 'Proposed Improvements' should correspond with I.B & D and III.A of the application and Zoning Certification.
3. Authorized signer should complete and execute the signature page.

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

Community Revitalization Plan Form Letter
13 VAC 180-60(E)(2)(c)(6)

DATE: 2/26/2025

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

RE: Community Revitalization Plan Form

Name of Development: Johnson Lofts

Name of Owner/Applicant: Johnson Lofts Limited Partnership

Name of Seller/Current Owner: METROTEC ASSOCIATES, INC.

DEVELOPMENT DESCRIPTION:

Development Address:

2601 Cunningham Drive, Hampton, VA 23666

Proposed Improvements:

| | | | | | | |
|-------------------|---------|-----------|-------------|----------|------------------|---------------------|
| New Construction: | # Units | <u>44</u> | # Buildings | <u>1</u> | Total Floor Area | <u>55,633.72 SF</u> |
| Adaptive Reuse | # Units | ___ | # Buildings | ___ | Total Floor Area | _____ |
| Rehabilitation: | # Units | ___ | # Buildings | ___ | Total Floor Area | _____ |

The Owner/Applicant listed above has asked this office to complete this form letter regarding the proposed Development described herein. This form letter will be used by Virginia Housing Development Authority for the sole purpose of determining whether the Development qualifies for points available under Virginia Housing's Qualified Allocation Plan for housing tax credits.

Accordingly, as indicated by my signature below, it is my opinion that the Development described above, as proposed to be constructed or rehabilitated, will utilize new or existing housing that conforms with the community's revitalization plan.



Signature

 Melissa Stoy

Printed Name

 Planning Manager

Title

 757-728-5244

Phone

 March 12, 2020

Date

NOTES TO LOCALITY:

1. Return this form letter to the Owner/Applicant 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.

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 at taxcreditapps@virginiahousing.com.

Date: February 18, 2026

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220 2025 Tax Credit Reservation Request
Name of Development Johnson Lofts
Name of Owner Johnson Lofts Limited Partnership

RE: **2026 Tax Credit Reservation Request**
Johnson Lofts - 2601 Cunningham Dr, Hampton, VA 23666

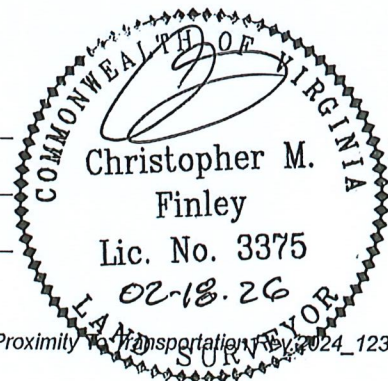
Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Westwood Professional Services
By Christopher M. Finley, L.S.
Its Survey Manager
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.

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.

PHA or Section 8 Notification Letter

Date: _____

To: _____

Re: Proposed Affordable Housing Development

Name of Development: _____

Name of Owner: _____

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 _____ (date).

The following is a brief description of the proposed development:

Development Address: _____

Proposed improvements:

| | | | | |
|-------------------|---------|-------|-------------|-------|
| New Construction: | # Units | _____ | # Buildings | _____ |
| Adaptive Reuse | # Units | _____ | # Buildings | _____ |
| Rehabilitation: | # Units | _____ | # Buildings | _____ |

Proposed Rents:

| | |
|------------------|-----------------------------------|
| Efficiencies: | \$ _____ / month |
| 1 Bedroom Units: | \$ ⁴⁶⁰ _____ / month |
| 2 Bedroom Units: | \$ <u>530/1,005/1,300</u> / month |
| 3 Bedroom Units: | \$ <u>595/1,145/1,450</u> / month |
| 4 Bedroom Units: | \$ _____ / month |

Other Descriptive Information:

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: _____

Dear Customer,

The following is the proof-of-delivery for tracking number: 889292417444

Delivery Information:

| | | | |
|--------------------------|--------------------------|---------------------------|--------------------|
| Status: | Delivered | Delivered To: | Shipping/Receiving |
| Signed for by: | M.Clebord | Delivery Location: | 1 S ARMISTEAD AVE |
| Service type: | FedEx Standard Overnight | | |
| Special Handling: | Deliver Weekday | | HAMPTON, VA, 23669 |
| | | Delivery date: | Mar 6, 2026 13:17 |

Shipping Information:

| | | | |
|-------------------------|--------------|-------------------|----------------|
| Tracking number: | 889292417444 | Ship Date: | Mar 5, 2026 |
| | | Weight: | 0.5 LB/0.23 KG |

Recipient:
Hampton Redevelopment, Housing Authority
1 South Armistead Avenue
HAMPTON, VA, US, 23669

Shipper:
Valerie Watson, Woda Cooper
500 S Front St
10th Flr
COLUMBUS, OH, US, 43215



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



March 11, 2026

Mr. Greg Mustric
Vice-President of Development
Woda Cooper Companies, Inc.
500 South Front Street, 10th Floor
Columbus, OH 43215

Dear Mr. Mustric,

Please be advised that the following properties which you have submitted for HUD 811 funding have been approved:

| | | |
|---------------|---------|----------------------|
| Blount Place | 8 units | Portsmouth, VA 23701 |
| Johnson Lofts | 7 units | Hampton, VA 23666 |
| 1947 Lofts | 7 units | Culpeper, VA 22701 |

The Proposed Rent Schedules submitted in Section E of your application are approved for each property listed above. We are excited to execute this partnership with your company to provide HUD 811 PRA units for these localities.

Thank you for your interest in the HUD 811 rental assistance program and we look forward to working with you as these units are integrated into our program.

Sincerely,

Carol Jackson

Carol B. Jackson
Assistant Director Compliance & Asset Management

Tab R:

Documentation of Utility Allowance calculation

Preliminary Utility Analysis

Ecovative utilized a combination of the HUD Utility Schedule Model, Water-Sense fixture flow rates, EnergyStar appliances and Ekotrope V5.2.1 in conjunction with current tariff schedules from the service providers listed below to calculate the projected utility allowances for this project.

Utility Service Providers:

Electric - Dominion
 Water - Newport News
 Sewer - City of Hampton, HRSD
 Natural Gas - NA
 Trash - NA

Projected Utility Allowances

| Service Paid By Tenant | Utility Type | Unit (1 bedroom) | Unit (2 bedroom) | Unit (3 bedroom) |
|----------------------------------|--------------|------------------|------------------|------------------|
| Space Heating | Electric | \$8 | \$11 | \$13 |
| Space Cooling | Electric | \$6 | \$8 | \$10 |
| Cooking | Electric | \$4 | \$5 | \$5 |
| Other Electric (lights, outlets) | Electric | \$34 | \$40 | \$47 |
| Water Heating | Electric | \$14 | \$20 | \$25 |
| Total Electric | | \$66 | \$84 | \$100 |
| Water | Water | \$13 | \$19 | \$25 |
| Sewer | Sewer | \$55 | \$83 | \$110 |
| Trash | Trash | NA | NA | NA |
| Total water/sewer | | \$68 | \$102 | \$135 |
| Total Utilities | | \$134 | \$186 | \$235 |

No Conflict of Interest


The owner and professional/engineer are not related, as defined in IRC section 267(b) or 707(b).

VA Business License

2025
Business License

LICENSE #: 915425
 ACCOUNT NUMBER: 835236


The Commissioner of the Revenue, of the City of Norfolk, Virginia

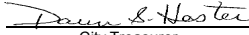


ECOVATIVE ENERGY INC
T/A: ECOVATIVE ENERGY
 1102 BUCKINGHAM AVE
 NORFOLK VA 23508-1513
 236220, 541490


Licenses are on this day severally granted to the applicant named above to operate the businesses, employment or professions covered by the applications indicated hereon at the definite place of business.
 This license shall not be valid or have legal effect unless and until all taxes, including penalty and interest prescribed by City code 24-25.10 are paid to the City Treasurer.

This license is required to be available upon request.


 Commissioner of the Revenue


 City Treasurer

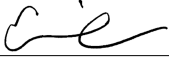
RESNET Rater Certificate



Certified Home Energy Rater


Jeff Sadler

has completed the certification requirements set forth in the RESNET Mortgage Industry National Home Energy Rating System Standards for the certification of Home Energy Raters.


 Eurieha Speciale
 Quality Assurance Designee
 Building Efficiency Resources

May 18, 2026
 Certification Valid Until

4828461
 RESNET RTIN



HERS 1998-146
 Provider Accreditation Number

Utility Provider Rates

Electric - Dominion

<https://www.dominionenergy.com/virginia/rates-and-tariffs/residential-rates>

Water - City of Newport News Department of Public Utilities

<https://www.nnva.gov/325/Rates-Fees>

Sewer - Hampton Department of Public Utilities

<https://www.hampton.gov/m/faq?searchTerms=water%20fee&cat=75>



Johnson Lofts
March 10, 2026

Operating Budget

Operating Expenses for Johnson Lofts were estimated based on 2025 actual results from one of Woda Management and Real Estate's Tidewater properties: Holley Pointe and adjusting for deal-specific differences. This project consists of 50 units in a single elevator building designated for family tenancy. Therefore, this was deemed to be a comparable property due to geographic location, tenancy, and building type.

Utilities and insurance estimates for Johnson Lofts are in line with what was seen at Holley Pointe, after accounting for property water and sewer reimbursements. Johnson Lofts' administrative and maintenance payroll costs are higher than what was incurred at Holley as Johnson will have a full time property manager and service technician spread over 6 fewer units. Administrative costs for Johnson Lofts were budgeted higher than Holley Pointe's actual expenditures since Johnson will offer free Wi-Fi. Maintenance costs were budgeted lower at Johnson Lofts than at Holley Pointe since the latter requires additional security due to its location. Furthermore, Holley incurred significant property-specific expenses in the realm of HVAC repairs due to its age. As a small site in a suburban area, Johnson Lofts is expected to incur far fewer costs in that area as well as in grounds maintenance.

Johnson Lofts' Real Estate Taxes were based upon the City of Hampton's rate of \$1.14/\$100 of assessed value. The assessed value was estimated using the income approach. The Management Fee was calculated at 6% of EGI. Lastly, Replacement Reserves were calculated using the minimum standard of \$300 per unit.

Attached are the 2025 operating expenses for Holley Pointe compared to Johnson Lofts as well as the "Budget" tab of the Johnson Lofts Reservation Application.

Holley Pointe (1842)

Income Statement

Period = Jan 2025-Dec 2025

Book = Accrual

| | Holley Pointe Actual (50 Units) | Holley Pointe Per Unit | Johnson Lofts Budgeted Per Unit |
|-------------------------------------|--|-----------------------------------|--|
| OPERATING EXPENSES | | | |
| MAINTENANCE EXPENSES | | | |
| Maintenance Supplies | 14,442.81 | 288.86 | |
| Lawn Care & Supplies | 23,815.76 | 476.32 | |
| Elevator Costs | 4,657.84 | 93.16 | |
| Security Monitoring Contracts | 4,892.70 | 97.85 | |
| Repairs Services | 1,011.07 | 20.22 | |
| Plumbing Repairs Services | 2,530.26 | 50.61 | |
| Electrical Repairs Services | 2,736.36 | 54.73 | |
| HVAC Repairs | 12,506.39 | 250.13 | |
| Painting Supplies and Services | 9,563.30 | 191.27 | |
| Janitorial Contracts | 117.66 | 2.35 | |
| Exterminating Contract | 930.42 | 18.61 | |
| TOTAL MAINTENANCE EXPENSES | 77,204.57 | 1,544.09 | 1,100.00 |
| MAINTENANCE PAYROLL | | | |
| Maintenance Salary | 42,999.97 | 860.00 | |
| Maintenance Payroll Burden | 1,562.11 | 31.24 | |
| Maintenance Benefits/Insurance | 1,500.00 | 30.00 | |
| TOTAL MAINTENANCE PAYROLL | 46,062.08 | 921.24 | 1,359.00 |
| UTILITIES | | | |
| Electric | 22,431.65 | 448.63 | |
| Electric - Common Area | 5,138.59 | 102.77 | |
| Water | 21,972.19 | 439.44 | |
| Sewer | 47,268.10 | 945.36 | |
| Trash | 6,783.26 | 135.67 | |
| TOTAL UTILITIES | 103,593.79 | 2,071.88 | 675.00 |
| ADMINISTRATIVE PAYROLL | | | |
| Manager Salary | 42,729.95 | 854.60 | |
| Manager Payroll Burden | 2,059.46 | 41.19 | |
| Manager Benefits/Insurance | 1,500.00 | 30.00 | |
| Management Training/Seminars | 271.25 | 5.43 | |
| TOTAL ADMINISTRATIVE PAYROLL | 46,560.66 | 931.21 | 1,359.00 |
| MANAGEMENT FEES | | | |
| Base Management Fee | 35,512.16 | 710.24 | |
| TOTAL MANAGEMENT FEES | 35,512.16 | 710.24 | 710.00 |

Holley Pointe (1842)

Income Statement

Period = Jan 2025-Dec 2025

Book = Accrual

| | Holley Pointe Actual (50 Units) | Holley Pointe Per Unit | Johnson Lofts Budgeted Per Unit |
|---|--|-----------------------------------|--|
| ADMINISTRATIVE EXPENSES | | | |
| Advertising / Marketing / Resident Retentio | 1,455.95 | 29.12 | |
| State Agency Monitoring Fees | 2,250.00 | 45.00 | |
| Audit & Tax Return Fee | 5,628.00 | 112.56 | |
| Bank Charges | 251.00 | 5.02 | |
| Computer Services/Fees | 6,986.01 | 139.72 | |
| Credit/Criminal Reports/Resident Screening | 192.00 | 3.84 | |
| Legal - Evictions | 3,754.00 | 75.08 | |
| Office Supplies | 1,748.80 | 34.98 | |
| Postage | 363.24 | 7.26 | |
| Telephone | 3,196.60 | 63.93 | |
| Internet/Cable | 7,648.00 | 152.96 | |
| Miscellaneous Administrative | 2,871.11 | 57.42 | |
| TOTAL ADMINISTRATIVE EXPENSES | 36,344.71 | 726.89 | 1,010.00 |
| INSURANCE, TAXES AND LICENSES | | | |
| Property Insurance | 25,055.07 | 501.10 | 590.00 |
| Property Taxes | 30,203.20 | 604.06 | 810.00 |
| Licenses & Fees | 75.00 | 1.50 | 25.00 |
| TOTAL INSURANCE, TAXES AND LICENSES | 55,333.27 | 1,106.67 | 1,425.00 |
| TOTAL OPERATING EXPENSES | 400,611.24 | 8,012.22 | 7,638.00 |

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

| | | | |
|-----------------------------------|---------------------|-----------------|------------------|
| 1. Advertising/Marketing | | | \$1,540 |
| 2. Office Salaries | | | \$0 |
| 3. Office Supplies | | | \$15,400 |
| 4. Office/Model Apartment | (type | | \$0 |
| 5. Management Fee | | | \$31,229 |
| | <u>6.00%</u> of EGI | <u>\$709.75</u> | Per Unit |
| 6. Manager Salaries | | | \$52,000 |
| 7. Staff Unit (s) | (type | | \$0 |
| 8. Legal | | | \$600 |
| 9. Auditing | | | \$6,000 |
| 10. Bookkeeping/Accounting Fees | | | \$0 |
| 11. Telephone & Answering Service | | | \$3,520 |
| 12. Tax Credit Monitoring Fee | | | \$1,540 |
| 13. Miscellaneous Administrative | | | \$15,840 |
| Total Administrative | | | \$127,669 |

Utilities

| | | | |
|----------------------|--|--|-----------------|
| 14. Fuel Oil | | | \$0 |
| 15. Electricity | | | \$22,275 |
| 16. Water | | | \$2,850 |
| 17. Gas | | | \$0 |
| 18. Sewer | | | \$4,575 |
| Total Utility | | | \$29,700 |

Operating:

| | | | |
|---|--|--|------------------|
| 19. Janitor/Cleaning Payroll | | | \$0 |
| 20. Janitor/Cleaning Supplies | | | \$3,450 |
| 21. Janitor/Cleaning Contract | | | \$2,000 |
| 22. Exterminating | | | \$3,750 |
| 23. Trash Removal | | | \$5,500 |
| 24. Security Payroll/Contract | | | \$0 |
| 25. Grounds Payroll | | | \$0 |
| 26. Grounds Supplies | | | \$3,525 |
| 27. Grounds Contract | | | \$2,500 |
| 28. Maintenance/Repairs Payroll | | | \$52,000 |
| 29. Repairs/Material | | | \$9,000 |
| 30. Repairs Contract | | | \$6,000 |
| 31. Elevator Maintenance/Contract | | | \$6,500 |
| 32. Heating/Cooling Repairs & Maintenance | | | \$2,575 |
| 33. Pool Maintenance/Contract/Staff | | | \$0 |
| 34. Snow Removal | | | \$1,000 |
| 35. Decorating/Payroll/Contract | | | \$0 |
| 36. Decorating Supplies | | | \$2,600 |
| 37. Miscellaneous | | | \$0 |
| Totals Operating & Maintenance | | | \$100,400 |

Taxes & Insurance

| | | | |
|-----------------------|--|--|----------|
| 38. Real Estate Taxes | | | \$35,640 |
|-----------------------|--|--|----------|

M. OPERATING EXPENSES

| | | |
|--|----------------|------------------|
| 39. Payroll Taxes | | \$8,850 |
| 40. Miscellaneous Taxes/Licenses/Permits | | \$1,100 |
| 41. Property & Liability Insurance | \$590 per unit | \$25,960 |
| 42. Fidelity Bond | | \$0 |
| 43. Workman's Compensation | | \$750 |
| 44. Health Insurance & Employee Benefits | | \$6,000 |
| 45. Other Insurance | | \$0 |
| Total Taxes & Insurance | | \$78,300 |
| Total Operating Expense | | \$336,069 |

Total Operating Expenses Per Unit \$7,638 **C. Total Operating Expenses as % of EGI** 64.57%

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum) \$13,200

| | |
|-----------------------|------------------|
| Total Expenses | \$349,269 |
|-----------------------|------------------|

Tab S:

Supportive House Mandatory
Certification and Documentation



Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:
<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.
3. Describe your target population(s): Individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living, including those with Intellectual and/or Developmental Disabilities (I/DD) or persons with Serious Mental Illness (SMI).
4. List the types of supportive services to be offered: Case management activities including initial assessments, completing Support Service Plans, providing referrals to appropriate services including healthcare, financial management, benefits counseling, employment training, transportation help, etc.
5. Who will be providing supportive services? STOP Inc.
6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services? 15 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Appendices continued

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met — paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

Date 3/9/26

Owner/Applicant Johnson Lofts Limited Partnership

Service Provider STOP Inc.

By 

By 

Its Authorized Representative of the General Partner

Its President and CEO

Title

Title



WODA COOPER COMPANIES

Woda Cooper Companies, Inc.

Tab S Virginia Permanent Supportive Housing Services Certification Attachment regarding question #1

Woda Cooper Companies, Inc. (“WCCI”) develops, designs, constructs, and manages affordable housing communities. Our talented team of employees has broad expertise across the spectrum of affordable housing: urban and rural communities; senior and general occupancy communities; mid-rise, garden and single-family communities; and new construction, acquisition rehabilitation, and adaptive reuse developments. Since our beginning in 1990, we have taken a long-term approach to every community we develop and construct. Our company developed, owns, and manages over 330 communities (18,000 units) and we work hard to keep our promise to make a positive contribution in every village, town, and city where our housing is located. Woda Cooper Companies, Inc. and its affiliates are recognized leading experts in the affordable housing industry. *Affordable Housing Finance* magazine ranked the firm 7th overall among Developers and 21st overall among Owners in its spring 2023 issue.

Woda Cooper Companies, Inc. is the first vertically-integrated affordable housing company in the nation to be owned by an Employee Stock Ownership Plan (ESOP). Its principals are Jeffrey J. Woda and David Cooper, Jr., are recognized leaders in the affordable housing community. WCCI has used the LIHTC program to finance over 375 affordable housing developments. These units average approximately 96% occupancy over the entire portfolio, which speaks to the careful planning of every new development, the quality of the product being built, and the rigorous upkeep and efficient management of each property. In addition to conventional tax credit financing, 9% LIHTC and tax-exempt bonds with 4% LIHTC, WCCI has utilized several other programs to finance its developments.

WCCI has developed numerous permanent supportive housing communities and partnered with lead service providers to ensure residents receive with the necessary services and case management. Our team has also been extensively trained in the program requirements of permanent supportive housing as evidenced by the below information and attached list of development which we continue to own, operate, and manage.

CSH Training and Technical Endorsements

In Virginia, Woda Cooper Companies, Inc. participated in the Supportive Housing Institute of Virginia in 2023 and 2024 which was administered by The Corporation for Supportive Housing (CSH), VA DBHDS, Region Five, and HAND. This was a five-month institute with an intensive curriculum that included group training, learning tools and resources, and guided project planning. STOP Inc. and Woda Cooper graduated the Institute and presented the project at the 2023 and 2024 Virginia Governor’s Conference. We received the CSH Quality Endorsement and grant funding for Bains Pointe. A letter from CSH confirming this information can be provided upon request.

In Indiana, Woda Cooper has completed 80 hours of training and individualized technical assistance through CSH and received the CSH Endorsement using CSH’s Dimensions of Quality. A letter from CSH confirming this information has been provided to Virginia Housing. A letter from CSH confirming this information can be provided upon request.

In Kentucky, Woda Cooper participated in and graduated from CSH's 2022 Kentucky Supportive Housing Institute. The comprehensive training series provides industry best practices in development, operations and service provision in supportive housing. The training included over 60 hours of direct training and assistance through CSH. A letter from CSH confirming this information has been provided to Virginia Housing. A letter from CSH confirming this information can be provided upon request.

Woda Cooper Permanent Supportive Housing Experience

As part of the Woda Cooper portfolio which consists of 375+ properties and over 16,000 units, Woda Cooper is experienced in developing, owning, and managing affordable housing and Permanent Supportive Housing communities. Currently, Woda Cooper has **31 properties which include 313 permanent supportive housing units**. Woda Cooper is also experienced with **Section 811 Rental Assistance and has 29 properties and 166 units with Section 811 Rental Assistance**.

WCCI is experienced in providing tenants with supportive housing which include the following target populations:

1. Category 1 Homeless
2. Veterans
3. Victims of Domestic Violence
4. Special Needs
5. HIV/AIDS Populations
6. Non-Elderly Disabled Populations
7. Section 811 PBV

The services provided at the developments in the attached document (PSH Dev Team Experience Form) include, but are not limited to the following:

- Case management
- Community resource linkages
- Housing stabilization
- Independent living skills
- Community engagement and social support
- Financial literacy
- Healthcare screenings, coordination, and referrals
- Behavioral healthcare coordination, and referrals
- Employment, education, and vocational training
- Eviction prevention
- Food assistance
- Benefits assistance
- Legal referrals



Exhibit A

| Supportive Housing Experience | | | | | | | Date of Ownership/Management (Month, Date, Year) | | Date Project Last Placed In Service | Type of Financing/Vouchers/Etc. |
|-----------------------------------|-----------------------|--------------|------------------|----------------|--|---|--|-------------|-------------------------------------|---------------------------------|
| Project Name and Project Number | City | State | Total # of Units | # of PSH Units | Development Type (Family, Senior, PSH) | Population(s) Served (Homeless, vict. Of domestic violence, etc.) | Begin | End | | |
| McCalla Greene: Z09061 | Milan | Michigan | 32 | 4 | Family | Domestic Violence Survivors/Families | 12/16/2010 | Still owned | 11/14/2011 | TC/RD 515/RD 538 |
| Patterson Crossing: T10048 | Frankfort | Michigan | 56 | 4 | Family | Domestic Violence Survivors/Families | 9/30/2010 | Still owned | 9/20/2011 | TC/ RD 515/Bond |
| Bridgeview Greene: A10091 | St. Ignace | Michigan | 40 | 4 | Family | Domestic Violence Survivors/Families | 4/25/2012 | Still owned | 12/14/2012 | TC/RD 515/RD 538 |
| Olde Mill: A10095 | Saugatuck | Michigan | 24 | 3 | Family | Domestic Violence Survivors/Families | 4/20/2012 | Still owned | 9/25/2012 | TC/RD 515/RD 538 |
| Crooked River: A10094 | Alanson | Michigan | 16 | 2 | Family | Domestic Violence Survivors/Families | 4/26/2012 | Still owned | 12/31/2012 | TC/RD 515/RD 538 |
| Windjammer Greene: A10096 | Munising | Michigan | 24 | 3 | Family | Domestic Violence Survivors/Families | 4/25/2012 | Still owned | 12/5/2012 | TC/RD 515/RD 538 |
| Manistee Place: B11012 | Manistee | Michigan | 46 | 4 | Family | Domestic Violence Survivors/Families | 8/10/2012 | Still owned | 11/21/2013 | TC/RD 515/RD 538 |
| Lloyd House: C12015 | Menominee | Michigan | 44 | 3 | Family | Domestic Violence Survivors/Families | 2/28/2013 | Still owned | 12/26/2013 | TC/RD 538 |
| Brookside Commons: C12014 | Traverse City | Michigan | 72 | 24 | Family/PSH | Domestic Violence Survivors/Families; Persons with HIV/AIDS; Mental Health Diagnosis; Homeless/Chronically homeless; Physically disabled young adults | 1/17/2014 | Still owned | 12/8/2015 | TC/RD 538 |
| Grandview Place: F15025 | Grand Rapids | Michigan | 68 | 21 | Family/PSH | Chronically Homeless/Chronically Homeless Veterans | 10/12/2016 | Still owned | 12/29/2017 | Tax Credit/ MSHDA PBV |
| Lightner Greene: 2008-642 | New Castle | Pennsylvania | 50 | 8 | Family | Families in transition | 9/30/2009 | Still owned | 12/17/2010 | TC/HOME |
| Quaker Meadows: 2007-645 | Hermitage | Pennsylvania | 40 | 4 | Family | Families in transition | 10/31/2007 | Still owned | 9/30/2011 | TC/HOME |
| Raystown Crossing: 2008-643 | Shippensburg | Pennsylvania | 50 | 4 | Family | Families in transition | 9/30/2009 | Still owned | 12/29/2010 | TC/HOME |
| Madison Grove: 2006-417 | Slippery Rock | Pennsylvania | 50 | 6 | Family | Families in transition | 10/5/2005 | Still owned | 7/24/2010 | TC/RD 538 |
| Meyers Greene: 2012-307 | Corry | Pennsylvania | 52 | 6 | Family | Families in transition | 10/1/2012 | Still owned | 1/13/2014 | TC/RD 515 |
| Armenen Place: 2011-636 | Erie | Pennsylvania | 50 | 6 | Family | Families in transition | 9/14/2012 | Still owned | 12/31/2013 | TC/HOME |
| New Forge Crossing: 2012-614 | Waynesboro | Pennsylvania | 60 | 6 | Family | Families in transition | 12/10/2012 | Still owned | 6/26/2014 | TC/HOME |
| Connelly Park: 2006-430 | Beaver Falls | Pennsylvania | 32 | 4 | Family | Families in transition | 10/31/2006 | Still owned | 10/30/2009 | TC |
| Drake Crossing: 2009-305 | Clarion | Pennsylvania | 30 | 5 | Family | Families in transition | 10/7/2010 | Still owned | 10/3/2011 | TC/RD 515 |
| Fayette Landing: OH-14-0080 | Washington Courthouse | Ohio | 36 | 36 | Family/PSH | Homeless individuals with disabilities | 11/30/2016 | Still owned | 11/30/2016 | TC/HDAP/AHP |
| Proctor Place: IN-20-01600 | Indianapolis | Indiana | 61 | 15 | Family/PSH | Chronically Homeless with veterans preference | 12/18/2020 | Still owned | 12/31/2022 | TC |
| Edison Crossing: K20057 | Mount Clemens | Michigan | 30 | 11 | Family/PSH | Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list | 12/8/2021 | Still owned | 11/8/2023 | TC/MSHDA PBV |
| Stanton Park Apartments: 2019-552 | Atlanta | Georgia | 56 | 10 | Family/PSH | Homeless individuals | 4/26/2020 | Still owned | 2/1/2024 | TC/HOME |
| Shelby Commons: D8333 M18532 | Minneapolis | Minnesota | 46 | 12 | Family/PSH | High Priority Homeless and Disability | 4/28/2022 | Still owned | 8/29/2024 | TC/ Sec. 8 |

| | | | | | | | | | | |
|---------------------------|---------------|----------|----|----|------------|---|------------|-------------|------------|--------------|
| Breton Grove: M22042 | Grand Rapids | Michigan | 55 | 20 | Family/PSH | Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list | 8/15/2023 | Still owned | 12/18/2024 | TC/MSHDA PBV |
| Breton Grove II: M22101 | Grand Rapids | Michigan | 35 | 13 | Family/PSH | Chronically Homeless, Chronically Homeless Veterans, Top 10% of COC Prioritization list | 8/15/2023 | Still owned | 12/23/2024 | TC/MSHDA PBV |
| Bains Pointe: 2024-ASH-08 | Portsmouth | Virginia | 50 | 8 | Family/PSH | Homeless, at-risk of Homelessness or Persons with I/DD | 10/15/2024 | Still owned | TBD | TC/PRHA PBV |
| Shea Ravines: N23104 | Wyoming | Michigan | 56 | 20 | Family/PSH | Chronically Homeless, Top 10% of COC Prioritization list | TBD | TBD | TBD | TC/GRHC PBV |
| Shea Ravines II: O24038 | Wyoming | Michigan | 56 | 20 | Family/PSH | Chronically Homeless, Top 10% of COC Prioritization list | TBD | TBD | TBD | TC/GRHC PBV |
| Annika Place II: TBD | Traverse City | Michigan | 52 | 19 | Family/PSH | Chronically Homeless, Top 10% of COC Prioritization list | 9/30/2024 | Still owned | TBD | TC/MSHDA PBV |
| Wells Pointe: 2026-ASH-07 | Hopewell | Virginia | 42 | 8 | Family/PSH | Homeless, at-risk of Homelessness or Persons with I/DD | TBD | TBD | TBD | TC/HRHC PBV |

TOTAL: 1411 313
IN-OPERATION TOTAL: 1120 238

| Section 811 Project-Based Voucher Experience | | | | | | | Date of Ownership/Management (Month, Date, Year) | | Date Project Last Placed In Service | Type of Financing/Vouchers/Etc. |
|--|------------------------|-------|------------------|------------------------|--|---|--|-------------|-------------------------------------|--|
| Project Name and Project Number | City | State | Total # of Units | # of Section 811 Units | Development Type (Family, Senior, PSH) | Population(s) Served (Homeless, vict. Of domestic violence, etc.) | Begin | End | | |
| Osborn Commons: I18026 | Sault Ste. Marie | MI | 65 | 10 | Family | Section 811 Tenants | 1/2/2019 | Still owned | 12/1/2020 | TC/Section 811 PBV |
| Seven45 Stocking: H17032 | Grand Rapids | MI | 50 | 8 | Family | Section 811 Tenants | 5/10/2018 | Still owned | 11/9/2020 | TC/Section 811 PBV |
| The Hamilton: I18025 | Pontiac | MI | 42 | 7 | Family | Section 811 Tenants | 3/28/2019 | Still owned | 10/30/2020 | TC/Section 811 PBV |
| Crossroad Meadows: 2005-402 and 2007-211 | Ebensburg | PA | 51 | 5 | Family | Section 811 Tenants | 4/6/2006 | Still owned | 11/19/2007 | TC/RD 538/Section 811 PBV |
| Hickory Meadow: 2005-404 and 2007-210 | Indiana | PA | 51 | 4 | Family | Section 811 Tenants | 10/27/2005 | Still owned | 12/28/2007 | TC/RD 538 |
| Madison Grove: 2006-417 | Slippery Rock | PA | 50 | 4 | Family | Section 811 Tenants | 10/5/2005 | Still owned | 7/24/2010 | TC/RD 538/Section 811 PBV |
| Ridgewood Greene: 2006-417 | Reynoldsburg | PA | 40 | 5 | Family | Section 811 Tenants | 8/24/2006 | Still owned | 11/28/2008 | 538/Section 811 PBV |
| Mallalieu Pointe: 2015-024 | East Point | GA | 67 | 4 | Family | Section 811 Tenants | 12/21/2016 | Still owned | 3/30/2018 | TC/Section 811 PBV |
| Adair Court: 2016-034 | Atlanta | GA | 91 | 5 | Senior | Section 811 Tenants | 4/19/2018 | Still owned | 2/6/2020 | TC/Section 811 PBV |
| Abby's Crossing: 06-0114 | Bethesda | OH | 42 | 4 | Family | Section 811 Tenants | 12/26/2006 | Still owned | 10/29/2008 | TC/RD 515/RD 538/HOME/Section 811 PBV |
| Aspen Greene: 03-0056 | Byesville | OH | 48 | 8 | Family | Section 811 Tenants | 12/9/2003 | Still owned | 12/31/2005 | TC/RD 515/HOME/Section 811 PBV |
| Grace Meadows: 06-0128 | Jeffersonville | OH | 40 | 3 | Family | Section 811 Tenants | 4/3/2007 | Still owned | 8/8/2008 | TC/RD 515/HOME/Section 811 PBV |
| Jacob's Crossing: 11-0048 | Thurman | OH | 42 | 7 | Family | Section 811 Tenants | 10/10/2012 | Still owned | 12/1/2013 | TC/RD 515/HOME/Section 811 PBV |
| Schoenbrunn Greene: 11-0078 | Sugarcreek | OH | 40 | 9 | Family | Section 811 Tenants | 7/30/2012 | Still owned | 6/1/2013 | TC/RD 515/HOME/Section 811 PBV |
| Washington School: 12-0092 | Washington Court House | OH | 44 | 9 | Senior | Section 811 Tenants | 1/8/2013 | Still owned | 8/31/2014 | TC/Section 811 PBV |
| Peebles Village Square: 960032 | Peebles | OH | 30 | 3 | Family | Section 811 Tenants | 10/22/1996 | Still owned | 12/31/1997 | TC/RD 515/Section 811 PBV |
| 43 Town Square: 16-0098 | Lima | OH | 47 | 2 | Family | Section 811 Tenants | 10/5/2017 | Still owned | 12/28/2018 | TC/HOME/Section 811 PBV |
| Audubon Crossing: 16-0211 | Dayton | OH | 50 | 3 | Senior | Section 811 Tenants | 8/3/2017 | Still owned | 10/31/2018 | TC/Section 811 PBV |
| Montgomery Crossing: 19-0051 | Ashland | OH | 50 | 5 | Family | Section 811 Tenants | 7/15/2019 | Still owned | 6/15/2022 | TC/HDAP/Section 811 PBV |

| | | | | | | | | | | |
|-----------------------------------|------------|----------|-------------|------------|------------|---|------------|-------------|------------|---|
| Prospect Yard: 16-0214 | Cleveland | OH | 42 | 3 | Family | Section 811 Tenants | 12/30/2014 | Still owned | 1/23/2020 | TC/HDAP/HOME/ Section 811 PBV |
| 1573 East Livingston: 17-0081 | Columbus | OH | 45 | 5 | Senior | Section 811 Tenants | 4/20/2018 | Still owned | 9/28/2020 | TC/Section 811 PBV |
| Wheatland Crossing II: 18-0070 | Columbus | OH | 69 | 7 | Family | Section 811 Tenants | 9/19/2019 | Still owned | 7/29/2020 | TC/HDAP/HOME/ AHT/Section 811 PBV |
| Fairwood Commons: 16-0081 | Columbus | OH | 54 | 3 | Senior | Section 811 Tenants | 9/30/2016 | Still owned | 10/31/2018 | TC/Section 811 PBV |
| Winston Commons: J19037 | Pontiac | MI | 54 | 9 | Family | Section 811 Tenants | 12/20/2019 | Still owned | 12/22/2021 | TC/Section 811 PBV |
| Brock Bridge Landing: MD-19-08001 | Jessup | MD | 38 | 6 | Family | Section 811 Tenants | 10/11/2019 | Still owned | TBD | TC/RHPP/Section 811 PBV |
| Robinson Overlook: MD-066252800 | Columbia | MD | 48 | 8 | Family | Section 811 Tenants | 11/25/2019 | Still owned | 7/14/2021 | TC/RHPP/Section 811 PBV |
| Jenkins Street Lofts: 19-0050 | Columbus | OH | 60 | 6 | Family | Section 811 Tenants | 3/18/2020 | Still owned | 1/31/2022 | TC/HOME/Section 811 PBV |
| Kellinger Greene: 2019-442 | York | PA | 56 | 6 | Family | Section 811 Tenants | 6/25/2020 | Still owned | 10/15/2021 | TC/Section 811 PBV |
| Rosenwald Pointe: 2025-ASH-12 | Waynesboro | Virginia | 56 | 8 | Family/PSH | Homeless, at-risk of Homelessness or Persons with LTD | 5/29/2025 | Still owned | TBD | TC/Section 811/SRAP |
| TOTAL: | | | 1462 | 166 | | | | | | |
| IN-OPERATION TOTAL: | | | 1368 | 152 | | | | | | |

| Non-Elderly Disabled (NED) Voucher Experience | | | | | | | Date of Ownership/Management (Month, Date, Year) | | Date Project Last Placed In Service | Type of Financing/Vouch ers/Etc. |
|---|-----------|-------|---------------------|-------------------|---|--|--|-------------|---|--|
| Project Name and Project Number | City | State | Total # of Units | # of NED Units | Development Type (Family, Senior, PSH) | Population(s) Served (Homeless, vict. Of domestic violence, etc.) | Begin | End | | |
| Columbus School Apartments- 286136900 | Baltimore | MD | 50 | 8 | Family | Non-Elderly Disabled | 9/14/2012 | Still owned | 6/20/2014 | TC |
| North Avenue Gateway- 985011200 | Baltimore | MD | 64 | 11 | Family | Non-Elderly Disabled | 5/18/2012 | Still owned | 9/19/2013 | TC |
| North Avenue Gateway II- 16-10001 | Baltimore | MD | 65 | 10 | Family | Non-Elderly Disabled | 10/16/2013 | Still owned | 7/11/2018 | TC |
| Penn Square I- 08-11001 | Baltimore | MD | 91 | 14 | Family | Non-Elderly Disabled | 4/14/2011 | Still owned | 3/14/2011 | TC |
| Penn Square II-13-01001 | Baltimore | MD | 61 | 12 | Family | Non-Elderly Disabled | 1/10/2013 | Still owned | 10/9/2015 | TC |
| TOTAL: | | | 331 | 55 | | | | | | |
| IN-OPERATION TOTAL: | | | 331 | 55 | | | | | | |



Woda Cooper Companies, Inc.

Tab S Virginia Permanent Supportive Housing Services Certification

Supportive Services MOU

The following Memorandum of Understanding outlines roles and responsibilities between STOP Inc. and the rest of the project team.

**JOHNSON LOFTS
MEMORANDUM OF UNDERSTANDING**

THE OWNER

Johnson Lofts Limited Partnership

AND

THE REAL ESTATE DEVELOPER

Woda Management & Real Estate, LLC

AND

RESIDENT SERVICE PROVIDER

STOP Inc.

I. BACKGROUND AND INTENT

This Agreement for services entered into February 26, 2026, is between Johnson Lofts Limited Partnership (“Johnson Lofts”), Woda Cooper Development, Inc., Woda Management & Real Estate, LLC (“WMRE”), and STOP Inc. The purpose of this Memorandum of Understanding is to encourage cooperation between Johnson Lofts LP, Woda Cooper Development, Inc., WMRE, and STOP Inc., to further detail the separate and distinct roles and responsibilities of each party. The proposed development is called Johnson Lofts and is located at approximately 2601 Cunningham Drive, Hampton VA 23666, and is approximately 1.69 +/- acres. The site is identified in Exhibit A attached hereto. Johnson Lofts will be a 44-unit affordable housing development and include 7 units designated for Accessible Supportive Housing (“ASH”). The target populations for the ASH units will be designated for individuals or families with Intellectual and/or Developmental Disabilities (I/DD), with Serious Mental Illness (SMI), who are homeless, at-risk of homelessness or who have multiple barriers to independent living. Services for tenants enrolled in STOP Inc. (as defined below) will be provided under a separate service agreement.

STOP Inc. agrees to provide one dedicated on-site case manager to connect residents and provide services to qualified residents. STOP Inc. services for qualified tenants of Johnson Lofts include but are not limited to the following: case management, certified housing counseling and prevention services, childcare financial assistance, employment support services, employment training, finance and consumer education, health and wellness initiatives through partner referral, specialized veteran services, Project Discovery, STOP/Dominion Energy, workforce preparation and development/entrepreneurial pathway, youth development

initiatives, connection to behavioral health services, mental health counseling, primary healthcare, eviction prevention, food and clothing assistance, and much more. These supportive services will help promote housing stability over time.

While staff titles may change, it is 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 STOP Inc., which will serve as the Resident Service Provider for ASH tenants. STOP Inc. has staff who will provide supportive housing services, and 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 ASH tenants. STOP Inc. will provide ASH 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 will be provided in the Resident Service Provider onsite office.

STOP Inc. and WMRE may utilize the private designated office space to deliver services and rules around use of meeting spaces, to create tenant selection plans with a focus on reducing barriers, conduct limited criminal screening, and for 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 Johnson Loft LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and Stop Inc.

It is understood that Johnson Lofts LP, Woda Cooper Development, Inc., WMRE, and STOP Inc. must work together as a team to effectively meet the needs of ASH 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 Responsibilities of Johnson Lofts LP

Johnson Lofts LP is the project owner. As such, Johnson Lofts 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 Responsibilities 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 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 Responsibilities of Woda Management & Real Estate, LLC

WMRE is the property manager. WMRE will be responsible for the overall operations of Johnson Lofts LP which include managing and maintaining the community, 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 STOP Inc.

STOP Inc. is a service provider. STOP Inc. will provide eligible tenants of Johnson Lofts with the services and referrals specified in this MOU. STOP Inc. agrees to assess the needs of eligible residents and develop with the WMRE 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 Johnson Lofts 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 Johnson Lofts 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

Johnson Lofts LP

Johnson Lofts 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 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 management company 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 STOP Inc., 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.

STOP Inc.

STOP Inc. 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 list below of services which is not exhaustive of all services available.

- Creating and updating individualized supportive services plans and connecting tenants to varying resources to support their personal goals. STOP Inc. will assist tenants with adapting plans as service needs evolve over time.
- Coordinating services and service planning with other agencies and providers involved with the individual.
- Managing the case load to ensure case management team is meeting and exceeding the needs of onsite tenants.
- Tracking data and trends related to individual tenants' unique needs and referrals to meet those needs.
- Partner with tenants to provide support with independent living skills and basic life skills.
- Provide, coordinate, and/or act as a referral agent to assure that supportive services will be available to the targeted tenants.

IV. COMMUNICATION

Johnson Lofts LP, Woda Cooper Development, Inc., WMRE, and STOP Inc. staff must work together as a team to effectively meet the needs of the Supportive Housing Tenant. This level of collaboration will require communication amount 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 Johnson Lofts, subject to determination of eligibility and desire of households to receive them.

WMRE and STOP Inc. 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, prevention plans will be utilized as an alternative to eviction.

V. GENERAL TERMS

Terms. This Agreement will begin effective February 23, 2026, and will continue through February 23, 2027. This Agreement will be reviewed annually by STOP Inc., and upon approval by STOP Inc., no 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 the 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. Johnson Lofts LP, Woda Cooper Development, Inc., WMRE, and STOP Inc. 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. Johnson Lofts LP, Woda Cooper Development, Inc., WMRE, and STOP Inc., 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 STOP Inc. 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 STOP Inc.'s obligations under FOIA and STOP Inc. shall be in default hereunder for making any disclosures that are required by its obligation under FOIA, or that are reasonable and necessary in connection with STOP Inc.'s coordination and provision of services to their clients, in each case in STOP Inc.'s reasonable determination.

Applicable Law. The 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 community by Johnson Lofts LP, Woda Cooper Development, Inc., WMRE and STOP Inc.

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 unenforceable shall not affect the validity, legality and enforceability of the remainder of the Agreement.

Amendments. The Agreement may be amended only in writing and authorized by the designated representative of Johnson Lofts LP, Woda Cooper Development, Inc., Woda Management & Real Estate, LLC, and STOP Inc.

Indemnity. Each party to this Agreement hereby agrees to the extent permitted by the law to indemnify, defend and hold harmless, the other party(ies), including the respective officer, directors and employees of the indemnified party and their agent, and the Project from and against any and all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgements and awards, and from cost 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: Johnson Lofts Limited Partnership

Name: Gregory Mustric

Phone: (614)-396-3222

Email: gmustric@wodagroup.com

Real Estate Development: Woda Cooper Development, Inc.

Name: Gregory Mustric, Vice President

Phone: 614-396-3222

Email: 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

Resident Service Provider: STOP, Inc.

Name, Title: Michelle Bryant, CEO


Phone : 757-737-1822

[END OF DOCUMENT - SIGNATURE PAGE FOLLOWS]

Signature Page

Signed: 
Authorized Representative
Johnson Lofts Limited Partnership

Date: 2/25/26

Signed: 
President
Woda Cooper Development, Inc.

Date: 2/25/26

Signed: 
President
Woda Management & Real Estate, LLC

Date: 2/25/26

Signed: 
Chief Executive Officer
STOP Inc.

Date: 2/25/26





WODA COOPER COMPANIES

Woda Cooper Companies, Inc.

Tab S Virginia Permanent Supportive Housing Services Certification

STOP Inc. Council on Accreditation Certification

In lieu of a CORES certification, Virginia Housing approved STOP Inc. based on information provided 30 days prior to the application deadline to compete in the ASH MSA. STOP Inc. has a certification through the Council on Accreditation and is a vital member of the Ownership structure. Attached is the Virginia Housing approval.



Change Request Notification

02/24/2026

09:37 AM

This notification is in response to your LIHTC Change Request submitted for the below-mentioned development. Please keep VHDA informed of the progress to complete this transaction.

| | | | |
|-------------------------|-------------------------------|------------------------|------------|
| Change Request # | 020926-Pre Approval Certs-JL9 | | |
| Deal Name | Johnson Lofts | VHDA # | |
| Address | | Deal # | 3679 |
| Address cont | | Request Date | 02/09/2026 |
| City | | Regulation Year | |
| Zip | | Status | Approved |

Customer Requestor gmustric@wodagroup.com

Define Requirement (as stated on Request)

- Requirement:
 - o Accessible Supportive Housing Guidelines:
 - ? Ownership structure must demonstrate capacity for service-enriched housing through a CORES certification or other pre-approved source. CORES certifies three models of service-enriched housing and a certification under any of the three models fulfills this requirement. If you plan to provide a different certification you will need to submit it to the tax credit allocation department at least 30 days prior to the application deadline for review and possible approval.
- Regulation Year: 2026 9% tax credit round
- Construction Type: New Construction

Explanation of Request (as stated on Request)

We plan to submit an ASH application (Johnson Lofts – Hampton, VA - #2026-ASH-88) in March as a 9% application. We understand the ownership structure must include an entity with a CORES certification or other pre-approved certification. In lieu of a CORES certification, we'd like to request approval for three entities with other certifications in order to compete in the ASH MSA. First, we'd like to request approval to use Supporting Transformational Opportunities for People, Inc. ("STOP Inc.") as the entity which holds another pre-approved certification. Second, we'd also like to request approval for Bay Aging, Inc. as the entity which holds another pre-approved certification. Third, we like to request approval for Woda Cooper Companies, Inc. ("Woda Cooper") as the entity which holds another pre-approved certification.

Please see the attached documentation.

Status: Approved

Comments

If you have any further questions, please contact the Virginia Housing Tax Credit Allocation department.



Change Request Notification

02/24/2026

09:37 AM

Stephanie Flanders
Director of LIHTC Programs



Council on Accreditation

attests that

STOP Inc.

Virginia Beach, VA

has achieved private organization accreditation, meeting the national standards
in practice excellence.

Accredited through

May 31, 2026

A handwritten signature in black ink, appearing to read 'Jody Levison-Johnson'.

Jody Levison-Johnson
President and CEO
Social Current



WODA COOPER COMPANIES

Woda Cooper Companies, Inc.

Tab S Virginia Permanent Supportive Housing Services Certification

STOP Inc. Dedicated Services Staff

Michelle Bryant
President

Tyrone E. Sessoms, Sr.
Vice President - Housing and Economic Development

Christian H. Joyner, PA-C
PA-C – Community Partner - Health and Wellness Initiative

Stephanie W. Spruill
Administrator – Financial and Consumer Services

Tanya Canty
Administrator – Community Services

Carlisa Ellis
Coordinator – Youth Development & College Prep



WODA COOPER COMPANIES

614.396.3200
www.wodagroup.com

500 South Front St
10th Floor
Columbus, Ohio 43215

Woda Cooper Companies, Inc.
Tab S Virginia Permanent Supportive Housing Services
Certification

STOP Inc. Services Budget

STOP Inc
 PROPOSED BUDGET
 2026-2031

STOP services and expectations are outlined in the Memorandum of Understanding and are centered around the provision of housing-focused supportive services for all qualified tenants to ensure housing stability and include mental health case management referrals to tenants who identify as needing mental health support services; health and wellness case management services for those who are not connected to a healthcare provider; structured resources/activities for youth/children under 18; and lastly, working collaboratively with On-site Property Management Staff to promote and achieve the goals as outlined in the MOU. The primary points of contact for clients will be Case Managers who are responsible for the provision of service to residents and for linking them with resource partners to receive those connected services. Services for residents will be provided in the onsite Resident Services Office.

| Proposed Budget Year 2 | Projected Annual Cost | Donations from Community Partners | Total Cost |
|---|-----------------------|-----------------------------------|----------------------|
| Personnel | | | |
| A. One (1) Case Manager (FT) @ \$22.00 Per Hour | \$ 45,750.00 | | \$ 45,750.00 |
| B. Fringes | \$ 12,282.00 | | \$ 12,282.00 |
| | | | \$ - |
| Consultant Fees | | | \$ - |
| A. Mental Health Services | 5,500 | | \$ 5,500.00 |
| B. Health/Primary Care Services | 5,500 | | \$ 5,500.00 |
| | | | |
| Financial Literacy Workshops | | \$ 6,000.00 | \$ 6,000.00 |
| | | | |
| STEM Workshops for Youth | | \$ 5,000.00 | \$ 5,000.00 |
| | | | |
| Housing Stability Services | | | |
| A. Landlord Tennant Mediation Services | | | |
| B. Eviction Prevention Services | \$ 27,000.00 | | \$ 27,000.00 |
| | | | |
| | | | |
| | | | |
| Total Project Cost by Category | \$ 96,032.00 | \$ 11,000.00 | \$ 107,032.00 |

STOP Inc
 PROPOSED BUDGET
 2026-2031

STOP services and expectations are outlined in the Memorandum of Understanding and are centered around the provision of housing-focused supportive services for all qualified tenants to ensure housing stability and include mental health case management referrals to tenants who identify as needing mental health support services; health and wellness case management services for those who are not connected to a healthcare provider; structured resources/activities for youth/children under 18; and lastly, working collaboratively with On-site Property Management Staff to promote and achieve the goals as outlined in the MOU. The primary points of contact for clients will be Case Managers who are responsible for the provision of service to residents and for linking them with resource partners to receive those connected services. Services for residents will be provided in the onsite Resident Services Office.

| Proposed Budget Year 3 | Projected Annual Cost | Donations from Community Partners | Total Cost |
|---|-----------------------|-----------------------------------|----------------------|
| Personnel | | | |
| A. One (1) Case Manager (FT) @ \$22.00 Per Hour | \$ 45,750.00 | | \$ 45,750.00 |
| B. Fringes | \$ 12,282.00 | | \$ 12,282.00 |
| | | | \$ - |
| Consultant Fees | | | \$ - |
| A. Mental Health Services | 6,000 | | \$ 6,000.00 |
| B. Health/Primary Care Services | 6,000 | | \$ 6,000.00 |
| | | | |
| Financial Literacy Workshops | | \$ 6,000.00 | \$ 6,000.00 |
| | | | |
| STEM Workshops for Youth | | \$ 5,000.00 | \$ 5,000.00 |
| | | | |
| Housing Stability Services | | | |
| A. Landlord Tennant Mediation Services | | | |
| B. Eviction Prevention Services | \$ 30,000.00 | | \$ 30,000.00 |
| | | | |
| | | | |
| | | | |
| Total Project Cost by Category | \$ 100,032.00 | \$ 11,000.00 | \$ 111,032.00 |

STOP Inc
 PROPOSED BUDGET
 2026-2031

STOP services and expectations are outlined in the Memorandum of Understanding and are centered around the provision of housing-focused supportive services for all qualified tenants to ensure housing stability and include mental health case management referrals to tenants who identify as needing mental health support services; health and wellness case management services for those who are not connected to a healthcare provider; structured resources/activities for youth/children under 18; and lastly, working collaboratively with On-site Property Management Staff to promote and achieve the goals as outlined in the MOU. The primary points of contact for clients will be Case Managers who are responsible for the provision of service to residents and for linking them with resource partners to receive those connected services. Services for residents will be provided in the onsite Resident Services Office.

| Proposed Budget Year 4 | Projected Annual Cost | Donations from Community Partners | Total Cost |
|---|-----------------------|-----------------------------------|----------------------|
| Personnel | | | |
| A. One (1) Case Manager (FT) @ \$22.00 Per Hour | \$ 45,750.00 | | \$ 45,750.00 |
| B. Fringes | \$ 12,282.00 | | \$ 12,282.00 |
| | | | \$ - |
| Consultant Fees | | | \$ - |
| A. Mental Health Services | 6,500 | | \$ 6,500.00 |
| B. Health/Primary Care Services | 6,500 | | \$ 6,500.00 |
| | | | |
| Financial Literacy Workshops | | \$ 6,000.00 | \$ 6,000.00 |
| | | | |
| STEM Workshops for Youth | | \$ 5,000.00 | \$ 5,000.00 |
| | | | |
| Housing Stability Services | | | |
| A. Landlord Tennant Mediation Services | | | |
| B. Eviction Prevention Services | \$ 30,000.00 | | \$ 30,000.00 |
| | | | |
| | | | |
| | | | |
| Total Project Cost by Category | \$ 101,032.00 | \$ 11,000.00 | \$ 112,032.00 |

STOP Inc
 PROPOSED BUDGET
 2026-2031

STOP services and expectations are outlined in the Memorandum of Understanding and are centered around the provision of housing-focused supportive services for all qualified tenants to ensure housing stability and include mental health case management referrals to tenants who identify as needing mental health support services; health and wellness case management services for those who are not connected to a healthcare provider; structured resources/activities for youth/children under 18; and lastly, working collaboratively with On-site Property Management Staff to promote and achieve the goals as outlined in the MOU. The primary points of contact for clients will be Case Managers who are responsible for the provision of service to residents and for linking them with resource partners to receive those connected services. Services for residents will be provided in the onsite Resident Services Office.

| Proposed Budget Year 5 | Projected Annual Cost | Donations from Community Partners | Total Cost |
|---|-----------------------|-----------------------------------|----------------------|
| Personnel | | | |
| A. One (1) Case Manager (FT) @ \$22.00 Per Hour | \$ 45,750.00 | | \$ 45,750.00 |
| B. Fringes | \$ 12,282.00 | | \$ 12,282.00 |
| | | | \$ - |
| Consultant Fees | | | \$ - |
| A. Mental Health Services | 6,500 | | \$ 6,500.00 |
| B. Health/Primary Care Services | 6,500 | | \$ 6,500.00 |
| | | | |
| Financial Literacy Workshops | | \$ 6,000.00 | \$ 6,000.00 |
| | | | |
| STEM Workshops for Youth | | \$ 5,000.00 | \$ 5,000.00 |
| | | | |
| Housing Stability Services | | | |
| A. Landlord Tennant Mediation Services | | | |
| B. Eviction Prevention Services | \$ 35,000.00 | | \$ 35,000.00 |
| | | | |
| | | | |
| | | | |
| Total Project Cost by Category | \$ 106,032.00 | \$ 11,000.00 | \$ 117,032.00 |



Woda Cooper Companies, Inc.

Tab S Virginia Permanent Supportive Housing Services Certification

STOP Inc. Evidence of Prior Services Funding Contracts #1

The following document is a prior renewal of the funding agreement between the Virginia Department of Social Services and STOP Inc.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
5600 Cox Road, Glen Allen, Virginia 23060**

MODIFICATION #8

TO

AGREEMENT #CVS-19-063-25

BETWEEN THE

DEPARTMENT OF SOCIAL SERVICES

AND

STOP INC.

This Modification is an Agreement between the Commonwealth of Virginia, Department of Social Services, hereinafter referred to as “VDSS,” “DSS,” or “Purchasing Agency” and STOP, Inc., relating to #CVS-19-063-25 as amended, herein after referred to as the “Contract” or “Agreement.” This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification is to document both parties’ Agreement to: A. Renew the Agreement #CVS-19-063-25, B. Revise Compensation, and C. Replace Attachments identified herein.

All changes are effective on July 1, 2024, unless otherwise noted herein, and shall be included in any subsequent Modifications.


- A. Reference Section III, Period of Agreement, Subsection B; the Commonwealth of Virginia, Department of Social Services wishes to renew the above referenced Agreement for a one (1) year period beginning on July 1, 2024 through June 30, 2025, with zero (0) optional renewal periods remaining.
- B. Reference Section VII, Compensation/Consideration and Method Payment; the total dollar amount of the obligation by VDSS for expenses that shall not exceed \$2,601,716.00. This total dollar value may decrease/increase based on the Fiscal Year (FY25) Budget as approved by the Governor which will require a modification to the Agreement.
- C. Reference Section IX, General Terms, Subsection H, Modification of Agreement. Revise Attachment(s) to read as follows:
 - 1. Delete Attachment A Budget in its entirety and replace with Attachment A Budget for the period of July 1, 2024 through June 30, 2025.
 - 2. Delete Attachment B Workplan in its entirety and replace with Attachment B Workplan for the period of July 1, 2024 through June 30, 2025.

The foregoing is the complete and final expression of the parties’ agreement to modify Agreement #CVS-19-063-25 and cannot be modified, except by a writing signed by the duly authorized representative of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS MODIFICATION #CVS-19-063-25 ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT.

STOP Inc.

**Commonwealth of Virginia
Department of Social Services**

By: 
Regina Lawrence (Jun 26, 2024 18:57 EDT)

(Signature)
Name: Regina Lawrence
(Print)
Title: President and CEO
Date: Jun 26, 2024

By: *Michele S Skaggs*

(Signature)
Name: Michele Skaggs
(Print)
Title: General Services, Director
Date: Jun 26, 2024

ATTACHMENT B
WORK PLAN

Community Action Agency Annual Workplan CVS # 19-063-25

Community Services Block Grant (CSBG) funding is provide to Community Action Agencies (CAA's) to identify and develop a range of services and community partnerships to assist low- income families and individuals in attaining the skills, knowledge, and motivation necessary to achieve self-sufficiency. CSBG funding helps low-income individuals and families secure and retain meaningful employment, attain an adequate education, improve the use of available income, obtain adequate housing, obtain emergency assistance, including health and nutrition services, remove obstacles which block the achievement of self-sufficiency, and achieve greater participation in the affairs of the community. All of this work is done by CAA's, through annual processes that are set forward in Organizational Standards. The workplan for each CAA is based on the Organizational Standards, and each CAA will be monitored annually on completion of the items in this workplan.

- The governing board will document the annual update given on the success of specific strategies included in the Community Action plan.
- The governing board will document receipt of an update(s) on progress meeting the goals of the strategic plan within the past 12 months.
- The governing board will document conduct a performance appraisal of the CEO/executive director within each calendar year.
- The governing board will review and approve CEO/executive director compensation within every calendar year.
- The Organization's annual audit (or audited financial statements) will be completed by a Certified Public Accountant on time in accordance with Title 2 of the Code of Federal Regulations, Uniform Administration Requirements, Cost Principles, and Audit Requirement (if applicable) and/or State audit threshold requirements. And audit delays must be reported to Office of Economic Opportunity and an approved plan for completion must be developed.
- All findings from the prior year's annual audit will be assessed by the CAA and addressed where the governing board has deemed it appropriate.
- The CAA auditor will present the audit to the governing board, and the governing board will formally receives and accepts the audit.
- The IRS Form 990 will be completed annually and made available to the governing board for review.
- The agency will develop, and the governing board will approve, an annual organization-wide budget.
- The CAA will present to the governing board for review or action, at least within the past 12 months, an analysis of the agency's outcomes and any operational or strategic program adjustments and improvements identified as necessary.



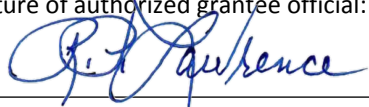
Woda Cooper Companies, Inc.

Tab S Virginia Permanent Supportive Housing Services Certification

STOP Inc. Evidence of Prior Services Funding Contracts #2

The following document is a Supportive Services for Veterans Families Grant Agreement between the U.S. Department of Veteran Affairs and STOP Inc.



| | | | |
|--|--|---|---|
| 1. Grantee Name and Address: STOP Incorporated 5700 Thurston Avenue Virginia Beach, Virginia 23455-3302 | | 2. Award Date: 09/30/2024 | 3. Action: Renewal award |
| 5. Grantee Unique Entity ID Number (UEI): W8J5UMBJB7D5 | | 4. Project Period: 09/30/2024 From 09/30/2025 Budget Period: 09/30/2024 From 09/30/2025 | |
| 7. Unique Federal Award Identification Number (FAIN): 14-VA-298 | | 6. Grantee IRS/Vendor Number: 540787715 | |
| 9. Amount of Federal Funds Obligated by this Action: \$905,601.00 | | 10. Total Amount of Federal Funds Obligated: | 11. Total Amount of Federal Award: \$905,601.00 |
| 12. Budget Approved by VA: 10/01/2024 | 13. Total Approved Cost Sharing/Matching: 0% | | 14. Supplement Number: |
| 15. Is this a Research & Development Award: N | | 16. Indirect Cost Rate: 0% | |
| 17. Project Title: VA Supportive Services for Veteran Families Program (SSVF) | | | |
| 18. Statutory Authority for Grant: Sec 604 of Public Law 110-387 (as amended), 38 U.S.C. § 2044 | | | |
| 19. Method of Payment: Automated Clearing House | | | |
| 20. Project Description: VA Supportive Services for Veteran Families Program (SSVF) | | | |
| 21. VA Contact: Adrienne Nash-Melendez, National Director VA SSVF Program Office | | | |
| AGENCY APPROVAL | | GRANTEE ACCEPTANCE | |
| 22. Title and name of VA awarding official: Adrienne Nash Melendez, National Director Supportive Services for Veteran Families | | 23. Title and name of authorized grantee official: STOP Inc. President & CEO Regina P. Lawrence | |
| 24. Signature of VA awarding official: | | 25. Signature of authorized grantee official:  | |



Award Number: 14-VA-298

Award Date: 09/30/2024

In accepting a Department of Veterans Affairs (VA) award, the grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award. All applicable appropriations, laws, statutes, rules, regulations (e.g., 38 C.F.R. part 62, 2 C.F.R. part 200), Notice of Funding Opportunity (NOFO) requirements, Executive Orders governing assistance awards, statutory and national policy requirements (e.g., 2 C.F.R. § 200.300 and 41 U.S.C. § 4712) and these terms and conditions are hereby incorporated into this award by reference. While VA may provide grantees with reminder notices regarding award requirements, the absence of receiving such notice does not relieve grantees of responsibility to meet all applicable award requirements. Under this agreement, the grantee agrees to provide what is outlined in the grant award and application along with any modifications that have occurred or will occur as a result of official changes approved by the VA SSVF Program Office.

By submitting a grant application with a signed SF-424 and by accepting this agreement, the Grantee and its executives, as defined in 2 C.F.R. § 170.315, certify that the Grantee's policies are in compliance with 2 C.F.R. part 200, all applicable Federal laws, and relevant Executive guidance. The applicant's signature on the SF-424, including electronic signature, constitutes a binding offer by the applicant and constitutes agreement to the terms and conditions. Furthermore, by drawing or otherwise obtaining funds for the award from the grant payment system or other payment process, the Grantee accepts the terms and conditions of the award and agrees to perform in accordance with the requirements of the award.

1. The grantee certifies that the application and the information submitted as part of the application are in accordance with applicable requirements in 38 C.F.R. part 62 and 2 C.F.R. part 200.
2. The grantee agrees that it is responsible for the use of grant funds provided by VA. In accordance with 2 C.F.R. §§ 200.339-340, VA may terminate this award or take other action if the grantee fails to comply with any one of the terms and conditions of this award, whether stated in a Federal statute, regulation or assurance application; or no longer effectuates the program goals or VA priorities.
3. Consistent with 2 C.F.R. § 200.206, grantees must demonstrate a satisfactory record of executing programs or activities under Federal grants, cooperative agreements or procurement awards. Grantees must demonstrate integrity and business ethics. Grantee VA may make a grant if it is determined that any non-satisfactory information identified is not relevant to the current VA award or if there are specific conditions that can appropriately mitigate the effects of the non-Federal entity's risk in accordance with § 200.208. VA may impose specific conditions of award (§ 200.208) and/or remedies for noncompliance (§ 200.339), including termination of the grant to a Grantee who does not fully meet these standards. In general, there is no single triggering event that mandates that VA take a particular enforcement action. Usually, enforcement actions (singly or in combination) will escalate in severity based on the demonstrated unwillingness or inability of the grantee to take corrective action. However, there may be instances in which termination is the most appropriate first course of action and is necessary to protect the interests of the Government and the public.



Award Number: 14-VA-298

Award Date: 09/30/2024

4. The grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) result from 2 C.F.R. Part 200, Subpart F audit requirements (or any other audits of VA grant funds) are not promptly and satisfactorily addressed.
5. Grant funds may only be used only for the purposes in the grantee's approved application and allocated as directed in 2 C.F.R. Part 200 Subpart E. The grantee shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with VA grant funds, without prior written approval from VA.
6. The grantee agrees to comply with government-wide certifications required of Federal grant Grantees as evidenced by maintaining an active registration in the System for Award Management (SAM). The grantee agrees to comply with applicable requirements regarding SAM and applicable restrictions on subawards to first-tier subgrantees that do not acquire and provide a UEI. The grantee will work with VA to ensure that all subgrantees have a current account on SAM. The details of grantee obligations are posted on the SAM website at <https://www.sam.gov>. Help resources are available at www.FSD.gov. SAM and Universal Identifier Requirements are hereby incorporated by reference into this grant agreement. For details, see 2 C.F.R. part 25 Appendix A.
7. The grantee agrees to comply with applicable requirements to report first-tier sub-awards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the grantee and first-tier sub-grantees of award funds. For details, see [2 C.F.R. part 170 Appendix A](#). Bonuses to any individuals utilizing Federal funds must conform to Title 2 C.F.R. and be approved in advance by the agency in writing. The details of grantee obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the FFATA Subaward Reporting System (FSRS) website at <https://www.fsr.gov/>.
8. The grantee will comply with Federal laws and regulation applicable to grants and grantees, including applicable provisions of 2 C.F.R. Part 200. The grantee will provide source documentation of all direct program and administrative costs (direct and indirect). Grantee must be able to provide invoices, payroll, time and attendance records, and other financial documents to support direct program and administrative costs, when requested. A federally negotiated indirect cost rate is not sufficient documentation to support the administrative financial charges to the grant program.
9. Standard Requirements for an Organization Other Than a State
Standards for financial management systems, prescribes a Grantee's system that controls and accounts for Federal funds and cost sharing under the award and produces financial reports.

The Grantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with applicable rules, regulations, and laws.



Award Number: 14-VA-298

Award Date: 09/30/2024

In the event a final audit has not been performed before the closeout of the award, VA will retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

10. Period of Availability of Funds

The project and budget periods for this award are indicated on the award cover sheet. The Grantee may charge to the award only allowable costs resulting from obligations incurred during the budget period. Expenditures for staff costs that are obligated during the award budget period may not be charged to the award after a 120-day period following the award expiration date. Grant monies are available for closeout activities, which is limited to the preparation of final reports. No other staff costs may be obligated and expended for closeout activities.

11. Publication for Professional Audiences

Any publications or articles resulting from the award must acknowledge the support of VA and include a disclaimer of official endorsement as follows: "This [article] was funded [in part] by a grant from the United States Department of Veterans Affairs. The opinions, findings, and conclusions stated herein are those of the author[s] and do not necessarily reflect those of the United States Department of Veterans Affairs." The Grantee must ensure that this disclaimer is included on all brochures, flyers, posters, billboards, or other graphic artwork that are produced under the terms of the award.

12. Seal/Logo

The VA seal may not be used by Grantees without the express written permission of VA.

13. Post-award Requirements for Closeout

The VA SSVF Program Office will provide each Grantee with information regarding final report due dates and where to send the final reports. VA will notify the Grantee in writing of any changes to the reporting requirements before the project period end date. Copies of any required forms and instructions for their completion are included with the award and are provided to each Grantee by VA.

Grantees must submit all final financial, performance, and other reports as required by the terms and conditions of the award within 120 calendar days after the project period end date of the award. VA may approve written requests for extensions submitted by the Grantee.

Unless VA authorizes an extension, a Grantee must liquidate all obligations incurred under the award not later than 120 calendar days after the project period end date.

VA must make prompt payments to Grantees for allowable reimbursable costs under the award being closed out. The Grantee must promptly refund any balances of un-obligated cash that VA has advanced or paid and that is



Award Number: 14-VA-298

Award Date: 09/30/2024

not authorized to be retained by the Grantee for use in other projects. OMB Circular A-129 governs unreturned amounts that become delinquent debts.

When authorized by the award, VA must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received, not to exceed the amount of the award, unless otherwise prohibited by statute or regulation.

The Grantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with applicable rules, regulations, and laws.

In the event a final audit has not been performed before the closeout of the award, VA will retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

14. The Grantee shall submit quarterly progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are December 31st, March 31st, June 30th and September 30th. This report will include detailed information about the project(s) funded, including, but not limited to, the number of disabled Veterans who benefited, administrative expenses, information about how the funds were actually used, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts.

15. The Grantee agrees to complete the Federal Financial Report (FFR) or (SF-425). Grantee must complete this report within the U.S. Department of Health and Human Services Payment Management System. The annual financial status report shall be submitted not later than 90 days following the end of the award period. Failure to provide this report may result in the deobligation of grant funds and the project to be closed at the discretion of the government.

16. Retention and Access Requirements for Records

The Grantees must maintain financial records, supporting documents, statistical records, and all other records pertinent to an award for a period of three years from the date of submission of the final expenditure report. Awards that are renewed quarterly or annually are authorized by VA as of the date of the submission of the quarterly or annual financial report as authorized by VA. The only exceptions are the following:

- a) If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- c) When records are transferred to or maintained by VA, the three-year retention requirement is not applicable to the Grantee.



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17. Timely and Unrestricted Access

VA, the Inspector General, Comptroller General, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of Grantees and sub-Grantees that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to a Grantee's and sub-Grantees personnel for the purpose of interview and discussion related to such documents. The rights of access in this paragraph are not limited to the required retention period, but must last as long as records are retained.

Except for federally required restrictions on lobbying, the grantee may not place any restrictions on sub-Grantees that limit the right or ability of the sub-Grantees or their agents to contract or otherwise conduct business with the Federal Government.

18. Employees of grantees are protected from reprisal for making a protected disclosure related to certain types of wrongdoing. 41 U.S.C. § 4712. Among other entities, the VA Office of the Inspector General (OIG) is authorized to receive such disclosures. The OIG maintains a toll-free number (1-800-488-8244) for receiving disclosures, including those concerning fraud, gross waste of federal funds, or abuse of authority under grants and cooperative agreements. Information also may be submitted by e-mail to vaoighotline@va.gov or by mail to the VA Inspector General Hotline (53H), 810 Vermont Ave., NW, Washington, DC 20420. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

19. Federal Debt Status

The Grantee may not be delinquent in the repayment of any Federal debt. Examples of relevant debt include delinquent payroll or other taxes, audit disallowances, and benefits that were overpaid (OMB Circular A-129). The Grantee must notify VA immediately if the Grantee becomes delinquent during the project period. VA cannot release award funds until the Grantee provides documentation showing a repayment plan has been accepted by the Internal Revenue Service and payments have been made.

20. Nondiscrimination Policies

The Grantee must execute the project (e.g., productions, workshops, programs, etc.) in accordance with the following laws, where applicable.

- a) **Title VI of the Civil Rights Act of 1964**, as amended, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. Title VI also extends protection to persons with limited English proficiency (42 U.S.C. § 2000d et seq.).
- b) **Title IX of the Education Amendments of 1972** provides that no person in the United States shall, on the basis of sex or blindness, be excluded from participation in, be denied benefits of, or be subject to



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discrimination under any education program or activity receiving Federal financial assistance (20 U.S.C. § 1681 and § 1684 et seq.).

- c) **Section 504 of the Rehabilitation Act of 1973**, as amended, provides that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (29 U.S.C. § 794).
- d) **The Age Discrimination Act of 1975** provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. § 6101 et seq.).
- e) **The Americans with Disabilities Act of 1990 (ADA)**, as amended, prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III) (42 U.S.C. §§ 12101-12213).

21. Environmental and Preservation Policies

- a) **The National Environmental Policy Act of 1969 (NEPA)**, as amended, applies to any Federal funds that would support an activity that may have environmental implications. VA has concluded that activities undertaken pursuant to the SSVF grant program are categorically excluded from further NEPA analysis. If in the future, the SSVF program is amended or revised in such a way to permit activities that may impact the environment, VA may ask the Grantee to respond to specific questions or provide additional information in accordance with the NEPA. If there are environmental implications, VA will determine whether a categorical exclusion may apply, to undertake an environmental assessment or to issue a "finding of no significant impact," pursuant to applicable regulations and 42 U.S.C. § 4321 et seq.
- b) **The National Historic Preservation Act of 1966**, as amended, applies to any Federal funds that would support either the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with 54 U.S.C. 306108. This law also applies to project activities, such as new construction, that would affect such properties. VA has concluded that activities undertaken pursuant to the SSVF grant program would not impact historic properties. If in the future, the SSVF program is amended or revised to permit activities such as renovation or construction of structures, VA will consult with the Grantee's State Historic Preservation Officer, and other consulting parties as appropriate, to address potential impacts to historic properties. Any design, renovation, or construction plans must be submitted to SSVF for review and approval prior to undertaking any such activities. The Grantee may be asked to provide additional information on the project to ensure compliance with the Act (54 U.S.C. §§ 300101-307108).



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22. Debarment and Suspension

The Grantee must comply with requirements regarding debarment and suspension in 2 C.F.R. Part 180.

There are circumstances under which VA may receive information concerning the Grantee's fitness to carry out a project and administer Federal funds for instance:

- a) Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, making false statements;
- b) Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility; and/or
- c) Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.

In these circumstances, VA may need to act quickly to protect the interest of the government by suspending the Grantee's funding while VA undertakes an investigation of the specific facts. VA may coordinate its suspension actions with other Federal agencies that have an interest in our findings. A suspension may result in the Grantee's debarment from receiving Federal funding government-wide for up to three years.

23. The Drug Free Workplace Act requires the Grantee to publish a statement about its drug-free workplace program. The Grantee must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out.

The Grantee must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code.) The Grantee must notify VA's Program Office of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. (41 U.S.C. § 8101 et seq. and 38 C.F.R. part 48).

24. Lobbying

The Grantee may not conduct political lobbying, as defined in the statutes, regulations and OMB Circulars cited below, within the federally-supported project. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:



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- a) "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities." (18 U.S.C. § 1913. Lobbying with appropriated moneys).
- b) 2 C.F.R. § 200.450, "Lobbying," clarifies that lobbying is an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public. See 2 C.F.R. § 200.450 for additional restrictions.
- c) Certification Regarding Lobbying to Obtain Awards. Section 1352 of title 31, United States Code, prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to the awarding Federal agency. Disclosure of lobbying activities by long-term employees (employed or expected to be employed for more than 130 days) is, however, not required. In addition, the law exempts from the definition of lobbying certain professional and technical services by applicants and awardees.

We strongly advise Grantee to review these regulations carefully. They are published at 38 C.F.R. Part 45, and can be found at www.ecfr.gov.



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25. Site Visits

VA, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and to provide such technical assistance as may be required. If any site visit is made by VA on the premises of the Grantee, a sub-Grantee, or subcontractor, the Grantee shall provide, and shall require its sub-Grantees and subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly interfere with or delay the work.

26. Trafficking in Persons

This government-wide award term implements section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104) and 2 C.F.R. Part 175. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Grantee, the Grantee's employees, sub-Grantees under this award, or sub-Grantees' employees —

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or sub-awards under the award.

The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the terms and conditions of this award.

27. Prompt Payment Act

Federal funds may not be used by the Grantee for the payment of interest penalties to contractors when bills are paid late nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

28. Payments

For registered Grantees in the U.S. Department of Health and Human Services Payment Management System (PMS-SMARTLINK), instructions for submitting requests for payment may be found at <https://pms.psc.gov/grant-Grantees/funding-request-formula.html>

Grantees submit payment requests electronically and may submit requests as frequently as required to meet needs to disburse funds for program purposes.

Whenever it is administratively feasible to do so, Grantees are to time each request for an advance so that payments of VA funds are received the next business day of the need to disburse the funds for direct program costs (and the proportionate share of any allowable administrative costs). Advance payments should not exceed three-days' estimated cash needs. The grantee will provide source documentation of all direct program and administrative costs (direct and indirect to support these requests). Grantee must be able to provide invoices, payroll, time and attendance records, and other financial documents to support direct program and



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administrative costs, when requested. A federally negotiated indirect cost rate is not sufficient documentation to support the administrative financial charges to the grant program.

VA regularly reviews grantee expenditures to ensure that funds are being used in a manner consistent with program goals and regulations. It is expected that grantee expenditures will be consistent across quarters as significant variance, specifically lower than expected spending, may indicate either a lower demand for services or difficulty in managing funds. If during the course of the grant year VA determines that grantee spending is not meeting the minimum percentage milestones below, VA may elect to recoup projected unused funds and reprogram such funds to provide supportive services in areas with higher need. Reductions will be calculated based on the total amount of payment requests submitted in PMS-SMARTLINK by 5:00 p.m. eastern standard time on the last business day of the quarter. Should VA elect to recoup unspent funds, reductions in available grant funds would take place the second business day following the end of the quarter.

Grantee

- a) By the end of the first quarter of the grantee's supportive services annualized grant award period, the grantee's cumulative requests for supportive services grant funds is fewer than 15 percent of total supportive services grant award. (During this same period, the grantee's cumulative requests for supportive services grant funds may not exceed 35 percent of the total supportive services grant award.)
- b) By the end of the second quarter of the grantee's 3supportive services annualized grant award period, the grantee's cumulative requests for supportive services grant funds is fewer than 40 percent of total supportive services grant award. (During this same period, the grantee's cumulative requests for supportive services grant funds may not exceed 60 percent of the total supportive services grant award.)
- c) By the end of the third quarter of the grantee's supportive services annualized grant award period, the grantee's cumulative requests for supportive services grant funds is fewer than 65 percent of total supportive services grant award. (During this same period, the grantee's cumulative requests for supportive services grant funds may not exceed 80 percent of the total supportive services grant award).

29. Financial Guide Compliance

The Grantee agrees to comply with the financial and administrative requirements for grants set forth in the latest version of the VA financial guide, which can be viewed and downloaded at [Financial Policy Documents - Financial Policy Documents \(va.gov\)](#).

30. Electronic Signature:

If the SSVF Program Office identifies discrepancies or concerns with any electronic or scanned signature provided, VA reserves the right to request that the document be resubmitted with a true ink signature.

Tab T:

Funding Documentation



**1 Winter Street
Suite 200
Delaware, OH 43015
P: 937-651-1100**

March 6, 2026

Mr. David Cooper, Jr.

Johnson Lofts Limited Partnership
500 South Front Street, 10th Floor
Columbus, OH 43215

RE: Johnson Lofts

Dear Mr. Cooper,

Housing Services Alliance, Inc. (“Lender”), a non-profit organization committed to development of affordable housing, is providing the following financial commitment letter of Johnson Lofts Limited Partnership (the “Borrower”) to help finance the new construction of a forty-four (44) unit multifamily low-income housing tax credit project known as Johnson Lofts (the “Project”) located in Hampton, Virginia. Lender understands and acknowledges that this letter will be submitted to the Virginia Housing Development Authority (“VH”) in conjunction with an application for tax credits to be submitted by the Borrower (defined below) to VH. Lender has performed a preliminary review of the application which meets the requirements of Lender, conditional upon a final underwrite.

Borrower: Johnson Lofts Limited Partnership

Loan Amount: Five Hundred Thousand Dollars (\$500,000.00)

Loan Term: 30 years

Loan Amortization: Paid from Available Cash Flow

Interest Rate: Fixed rate of 3.00% per annum.

Fees: No fees will be charged with this loan.

Timing: Loan is available to be drawn upon 50% completion of construction

Repayment: Borrower shall make payments from 25% of available Cash Flow after those priority items set forth in the Limited Partnership Agreement.

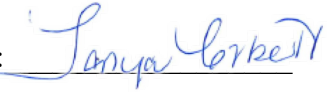
Reserves: Lender will abide by the replacement reserve requirements of VH, the permanent lender, and the investor. No additional reserves are required.

Lien: This loan will hold the third lien position.

We look forward to partnering with you to finance this Project.

Sincerely,

Housing Services Alliance, Inc.

By: 

Tanya Corbett

President



March 10, 2026

Mr. Garrett LeDonne
Senior Vice President
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 9% LIHTC construction and term loan term sheet for the Johnson Lofts project located in Hampton, VA. The following outlines the general loan terms and conditions for your review and consideration:

9% LIHTC Taxable Construction/Stabilization Loan

| | |
|------------------------------|--|
| Borrower: | Johnson Lofts Limited Partnership |
| Loan Amount: | Up to \$14,290,000. |
| Purpose: | Construction/Draw loan for an Affordable Housing Project in Hampton, VA. |
| Loan Term: | 30 Months. |
| Interest Rate: | 7.00%, fixed. |
| Loan Origination Fee: | 1% of the loan amount. |
| Repayment Terms: | Interest only monthly, with all principal and accrued interest due at maturity. Pre-payment penalties will not apply. |
| Maturity Date: | 30 Months. |
| Collateral: | First Real Estate Mortgage on the real property for the project located in Hampton, VA, Assignment of Borrower's interest in The Limited Partnership, including, but not limited to capital contributions; Assignment of rents on the subject property and improvements to be construed thereon, legal description to govern; Assignment and Subordination of the Developer Fee Agreement. |
| Guarantors: | Full unlimited, unsecured guarantees from individuals and or entities as required by CRBT. |
| Due Diligence: | The Lender will need as part of their necessary due diligence, and as a condition to making the Credit Facility available, the following, but not limited to: i. Borrower has entered into either a Stipulated Sum or a Guaranteed Maximum Price contract with a General Contractor approved by Lender; |

9% LIHTC Taxable Term Loan

| | |
|--------------------------------|---|
| Borrower: | Johnson Lofts Limited Partnership |
| Loan Amount: | Lesser of (a) \$1,800,000; 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. |
| Purpose: | Provide permanent term loan takeout financing to pay off the construction loan. |
| Interest Rate: | <p>The estimated taxable fixed interest rate as of March 10th, 2026 is 7.00%. The interest rate shall be fixed by a SWAP Agreement that is calculated to include a 30-month forward rate lock.</p> <p>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.</p> |
| Loan Fee: | 1% of the loan amount |
| Interest Rate Buy Down: | Borrower has the option to "Buy Down" the perm loan rate in conjunction with rate lock and construction loan closing. A 1% perm loan origination fee will reduce the perm loan rate by 10 basis points. Borrower can elect to pay higher origination fees, further reducing the perm loan rate. |
| Maturity Date: | 15 years |
| Repayment Terms: | Amortize the loan over 40 years, with all unpaid principal and interest due at maturity of the 15 year term. |
| Collateral: | First Real Estate Mortgage on the real property for the project referred to as Johnson Lofts located in Hampton, VA, assignment of the development agreement, and an assignment of rents and leases of the real property. |
| Guarantors: | Continuing SWAP Guarantees and Perm Loan Non-Recourse Carve out Guarantees from the Developer/Owners and the General Partner. |
| Prepayment / Lockout: | Standard SWAP "Make Whole or In the Money" prepayment provisions will apply as specified in the SWAP Documents. There will be a lockout period of 10 years during the permanent phase. After the 10-year term, the loan can be prepaid but will remain subject to the SWAP "Make Whole or In the Money" prepayment provisions. |
| Loan Agreements: | 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. |

Due Diligence:

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:

- (i) Appraisal including a Market and Feasibility Study
- (ii) Borrower, General Partner, Sponsor and Guarantors Financial Statements and Tax Returns;
- (iii) Phase I environmental report;
- (iv) Reservation and Carryover Agreement issued by the allocating agency with respect to the Project;
- (v) Financial statements of Investor, if requested by Lender;
- (vi) Organizational documents and operating agreements of Borrower, General Partner, Corporate Guarantor, in form and substance acceptable to Lender;
- (vii) Documents evidencing Investor's obligation to contribute the Tax Credit Equity to Borrower in form and substance acceptable to Lender;
- (viii) Lender's Title Insurance commitment and pro-forma policy in a form and substance acceptable to Lender;
- (ix) An ALTA survey of the Project;
- (x) The Borrower and all related entities obtaining all necessary approvals and making all necessary filings to obtain the Tax Credits;
- (xi) The receipt of insurance coverage for the Project acceptable to Lender;
- (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:
 - 1. Developer resume/biography;
 - 2. Previous Tax Credit Development Experience;
 - 3. Project Overview;
 - 4. Discussion and details of ownership structure for Project;
 - 5. Project timeline;
 - 6. Overall sources and uses for entire Project;
 - 7. Detailed breakdown of Tax Credits;
 - 8. Identification and background/resume of architect;
 - 9. Any agreements with the city where the Project is located (e.g., development agreements, etc.); and
- (xiii) Other items as requested during further review.

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. Draw monitoring and inspections will be required with each draw request and this expense will be paid for by the Borrower.
4. The Borrower, Bank, and Tax Credit Investor will establish a mutually agreed upon DSCR of at least 1.15x to size the permanent loan at the time of the construction loan closing and perm loan rate lock.
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 30 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. 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. Borrower is responsible for all costs associated with the consummation of this transaction, including but not limited to the following: third party report costs (appraisal, environmental, market study, construction monitoring & engineering reports), and all other closing costs.
10. 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 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 you have any questions or need additional information regarding the contents of this letter, please let me know.

Sincerely,



Michael Goerdtt
Senior Vice President
Specialty Finance Group

Tab U:

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



**Virginia Housing
Free Housing Education Acknowledgement**

I _____, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here: www.virginiahousing.com/renters.

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: _____

Resident Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

NOT APPLICABLE

Tab W:

Internet Safety Plan and Resident Information Form



WODA COOPER COMPANIES

2/16/2026

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 Johnson Lofts will provide free individual Wi-Fi internet service for all units per the QAP and Tax Credit Manual for 15 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 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 100 Mbps download and 20 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

Sincerely,

WODA COOPER DEVELOPMENT, INC.

David Cooper, Jr.
President



February 16, 2026

RE: Johnson Lofts
2601 Cunningham Drive
Hampton, Virginia

44 Units

Below is a cost estimate to provide free high-speed internet/broadband service that is accessible from within each unit with the capability to transmit at least 100 megabits per second (Mbps) in the downstream direction and at least 20 megabits per second (Mbps) in the upstream direction to all end users.

Based on our experience of working with internet service providers at similar properties in the area, for a 44-unit multifamily affordable property, plus Property Management Offices and Common Area Amenities, we estimate a cost of \$360/unit/year to provide bulk internet service within each unit at no cost to residents. In addition to the unit cost, there is a one-time development fee of \$6,000, which covers hardware and installation.

Please contact me at 614-568-7308 if you have any questions or need further assistance.

Best,

A handwritten signature in black ink that reads "Dean S. Wolfe II".

Dean Wolfe
Vice President, Technology and Vendor Relations
Choice Property Resources, Inc.
dean@choiceprop.com



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): David Cooper, Jr.

Date: 2/18/26



Johnson Lofts

INTERNET SECURITY PLAN

The internet service in the community room will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

The Resident Education Information and Draft Resident Acknowledgment Form will be included in all tenant files.

Resident Internet Education Information



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

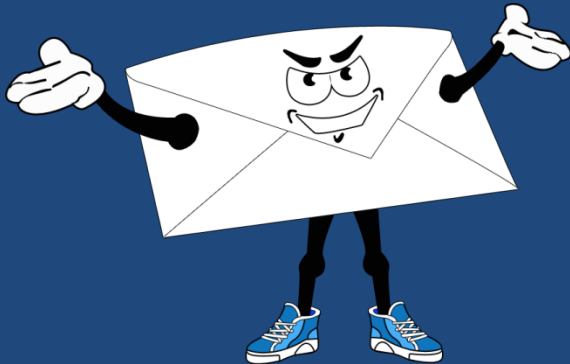
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



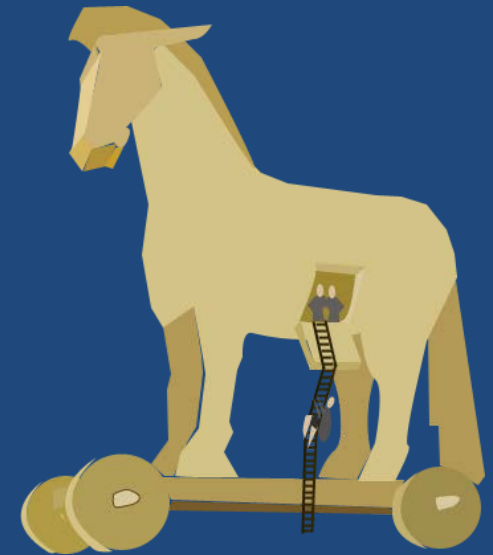
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-what-is.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/12/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. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year.

The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219
(804) 786-2071
www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Johnson Lofts

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 Johnson Lofts 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 Wells Pointe. 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 Johnson Lofts. The files will also be kept on-site at Johnson Lofts.

Johnson Lofts is located at 2601 Cunningham Dr, Hampton, VA 23666. Johnson Lofts will be a 44-unit residential development. 15% of the total units (7 units) will be marketed and held available for residents in need of supportive services. These 7 units are designated for Accessible Supportive Housing (“ASH”). The ASH units in the Johnson Lofts development will meet the requirements identified in the ASH Pool Guidelines listed in the Virginia Housing Tax Credit Manual and the Virginia Housing Permanent Supportive Housing Services Certification for projects qualifying for the ASH Pool. The target populations for the ASH units will be individuals with a disability including Serious Mental Illness (SMI) or intellectual/developmental disabilities (I/DD). The development will provide rent subsidies in order to ensure occupancy by extremely low-income persons for the ASH units. The ASH pool units will be actively marketed and rented to households including at least one person with a disability. Johnson Lofts Limited Partnership will not impose tenant selection criteria or leasing terms to the ASH units 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 local or state rental assistance.

Johnson Lofts 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 7 units or 15% of the units.* At least 15% 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”. All accessible features,

including but not limited to grab bars and shower seats, will be permanently installed. As mentioned in Section II. Marketing and Outreach, Johnson Lofts Limited Partnership and WMRE will obtain tenant referrals from the Section 811 Waitlist with tenants referred by 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:

- STOP Inc. 757-858-1360
- Hampton-Newport News Community Services Board 757-788-0300
- Veterans Disability Services: 804-430-3910

- Comprehensive Services and Resources CARES, Inc.: 804-861-0865
- Salvation Army: 1-800-725-2769
- 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
- Peninsula Center for Independent Living 757-827-0275
- **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 , which includes information on amenities available for the Target Population(s). It will be listed at the start of lease up and for the duration of the compliance period.
- www.hud.gov
- www.craigslist.org
- www.accessva.org
- <http://dbhds.virginia.gov>
- 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 Wells Pointe is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.

- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability if required.
- Applicants must provide a birth certificate or other acceptable HUD approved forms of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.

Held Vacant for 60 Days

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the 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

NOT APPLICABLE

Tab Z:

Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification

VSOB/SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Johnson Lofts Limited Partnership

Name of VSOB or SWaM Service Provider Cappano Lumber LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. 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 VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may **not** also be used to claim points under 13VAC10-180-60(E)(5)(e).

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 QAP.

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
 - consulting services to complete the LIHTC application;
 - ongoing development services through the placed in service date;
 - general contractor;
 - architect;
 - property manager;
 - accounting services; or
 - legal services.

2. Please describe in the space below the nature of the services contracted for with the VOSB or 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.

Cappano Lumber LLC was engaged prior to application submission as a consultant to the Applicant for purposes of estimating construction costs, particularly in the provision of lumber. Further, if awarded credits, the Applicant plans to engage Cappano Lumber LLC as a subcontractor in its areas of expertise during construction until the project is placed in service. In addition, Cappano Lumber LLC will also serve as a consultant until the placed in service date including attending draw meetings and veteran hiring for construction trades.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned 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 VOSB or 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 QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

12/02/2024

James Cappano
CAPPANO LUMBER LLC
3100 DILLON FALLS RD ZANESVILLE, OH 43701

Dear James Cappano,

Congratulations! I am pleased to inform you that CAPPANO LUMBER LLC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)

CAPPANO LUMBER LLC is eligible for VOSB contracts and will be identified as a certified VOSB program participant in as of the date of this letter, **12/02/2024**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **12/02/2024**. **Your first certification renewal will be due 12/02/2027**.

Responsibilities

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile and DSBS records up-to-date in order for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the business' SAM.gov or DSBS information, please go to the SAM.gov Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.

- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

Resources and More Information

As a certified program participant, there are valuable free resources available to you, including:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The “Contract Opportunities” function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the “Contract Data” function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- SBA’s Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities.

Downloading Certification Icons

As a certified business participating in the program(s), you may [visit SBA’s website](#) to download SBA-approved digital icons that indicate your certification status for use on your business’ website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company’s letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

Misrepresentation

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

Next Steps

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm CAPPANO LUMBER LLC's continued program eligibility. Wishing you much success!

Sincerely,

John Perkins
Government Contracting and Business Development
Office of Certifications and Eligibility

VSOB/SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Johnson Lofts Limited Partnership

Name of VSOB or SWaM Service Provider TIM'S GARAGE & CONSULTING, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. 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 VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may not also be used to claim points under 13VAC10-180-60(E)(5)(e).

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 QAP.

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
 - consulting services to complete the LIHTC application;
 - ongoing development services through the placed in service date;
 - general contractor;
 - architect;
 - property manager;
 - accounting services; or
 - legal services.

2. Please describe in the space below the nature of the services contracted for with the VOSB or 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.

Consultations/Services: Tim's Garage shall be available to (i) consult with the Company's Board of Directors, general partner, officers and heads of the administrative staff (the "Company Representatives"), at reasonable times, concerning matters pertaining to site selection, building size and type, local support, assembly of the Tax Credit Application for submission, including all relevant schedules, appendices, contracts, et cetera and (ii) handle all matters pertaining to the VHDA's review of the Tax Credit Application and communications with VHDA regarding the Tax Credit Application submission.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned 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 VOSB or 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 QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

12/04/2024

Timothy Farinholt
TIM'S GARAGE & CONSULTING, LLC
2308 PARK AVE RICHMOND, VA 23220

Dear Timothy Farinholt,

Congratulations! I am pleased to inform you that TIM'S GARAGE & CONSULTING, LLC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)

TIM'S GARAGE & CONSULTING, LLC is eligible for VOSB contracts and will be identified as a certified VOSB program participant in as of the date of this letter, **12/04/2024**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **12/04/2024**. **Your first certification renewal will be due 12/04/2027**.

Responsibilities

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile and DSBS records up-to-date in order for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the business' SAM.gov or DSBS information, please go to the SAM.gov Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.

- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

Resources and More Information

As a certified program participant, there are valuable free resources available to you, including:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The “Contract Opportunities” function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the “Contract Data” function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- SBA’s Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities.

Downloading Certification Icons

As a certified business participating in the program(s), you may [visit SBA’s website](#) to download SBA-approved digital icons that indicate your certification status for use on your business’ website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company’s letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

Misrepresentation

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

Next Steps

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm TIM'S GARAGE & CONSULTING, LLC's continued program eligibility. Wishing you much success!

Sincerely,

John Perkins
Government Contracting and Business Development
Office of Certifications and Eligibility

VSOB/SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Johnson Lofts Limited Partnership

Name of VSOB or SWaM Service Provider Gibson Spyre LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. 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 VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may **not** also be used to claim points under 13VAC10-180-60(E)(5)(e).

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 QAP.

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
 - consulting services to complete the LIHTC application;
 - ongoing development services through the placed in service date;
 - general contractor;
 - architect;
 - property manager;
 - accounting services; or
 - legal services.

2. Please describe in the space below the nature of the services contracted for with the VOSB or 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.

Gibson Spyre LLC may conduct and review financial analysis, review third-party reports as necessary, and review construction scopes with Woda Cooper. Gibson Spyre may schedule and coordinate site visits for due diligence and other development activities. Gibson Spyre may monitor and project financial performance in Woda Cooper financial models, use required project tracking worksheets, meet weekly with Woda Cooper (construction, asset management, and development management), track cashflow and development expenses, and prepare and apply for applications required for the development activities related to the Property. Gibson Spyre was engaged prior to application submission as a consultant to the Applicant for ongoing development services. If awarded credits, it will serve as a consultant until the placed in service date including attending draw meetings and veteran hiring for construction trades.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned 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 VOSB or 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 QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Johnson Lofts Limited Partnership

Name of Applicant



Signature of Applicant

David Cooper, Jr. - Authorized Representative

Printed Name and Title of Authorized Signer

VOSB OR SWAM CERTIFIED SERVICE PROVIDER:

Gibson Spyre LLC

Name of VOSB or SWam Certified Service Provider



Signature of VOSB SWaM Certified Service Provider

Thomas Gibson - President and CEO of Gibson Spyre LLC

Printed Name and Title of Authorized Signer



202-205-8800 | sba.gov
409 3rd St, SW, Washington DC 20416

Aug. 1, 2024

Gibson Spyre LLC
SAM UEI: PADSZ9JD9XM3
1403 Prince St.
Alexandria, VA 22314

Dear Gibson Spyre LLC:

On behalf of the Small Business Administration (SBA), Veteran Small Business Certification Program (VetCert), I am writing to inform you that Gibson Spyre LLC's VetCert expiration date has been extended one year from the period of eligibility established by the Department of Veterans Affairs, Center for Verification and Evaluation. Your new VetCert expiration date is Aug. 30, 2026. Gibson Spyre LLC's business profile and period of eligibility, are viewable in the public VetCert database located at <https://veterans.certify.sba.gov>.

This certification is valid until the date of expiration indicated. Please retain a copy of this letter to confirm Gibson Spyre LLC's continued program eligibility in accordance with 13 Code of Federal Regulation (CFR) part 128.

To promote Gibson Spyre LLC's certification status, you may use the following link to download the logo for use on your marketing materials and business cards: <https://ussba.github.io/brand/external-partners/certified-contractors/>. In addition, please access the following link for information on next steps and opportunities for certified businesses: www.sba.gov/vetcert.

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink that reads 'John B. Perkins'.

John B. Perkins
Director Veteran Small Business Certification Program



All SBA programs and services are extended to the public on a nondiscriminatory basis.

Tab AA:

Priority Letter from Rural Development

NOT APPLICABLE

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

VOSB PRINCIPAL CERTIFICATION

Individual's Name James Cappano

LIHTC Applicant Name Johnson Lofts 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") 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 thirty (30) points toward its application for Credits for demonstrating that at least one of its principals (i) is an individual or entity that is either a veteran-owned small business (VOSB) (as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration) or a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program; (ii) that said principal also has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development; and (iii) that no spousal relationship exists between said principal and any other principal having an ownership interest in the development who does not also possess a VOSB certification or service-disabled veteran-owned Virginia SWaM certification.

INSTRUCTIONS:

Please describe the ownership interest of the VOSB or service-disabled veteran-owned business 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). Note that the ownership interest described in this section may not be the same interest used to obtain points for participation by a socially disadvantaged individual under 13VAC10-180-60(E)(5)(b) of the QAP (i.e., to claim points under both 13VAC10-180-60(E)(5)(b) and 13VAC10-180-60(E)(5)(f), the principal must have at least 50% ownership interest in the controlling general partner or managing member).

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.

James Cappano will own 25% of the General Partner Interest in Johnson Lofts Limited Partnership. Please see the Organizational Chart in Tab A for verification.

Description of Ownership Interest: [continued]

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY


I hereby certify the following:

- 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;
- no spousal relationship exists between the undersigned principal and any other principal having an ownership interest in the development who is not also a veteran-owned small business (as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration) or a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program; and
- 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:

Johnson Lofts Limited Partnership

Name of Applicant

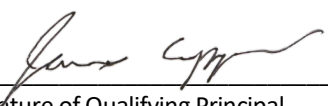


Signature of Applicant

David Cooper, Jr. - Authorized Representative

Printed Name and Title of Authorized Signer

PRINCIPAL:



Signature of Qualifying Principal

James Cappano - Member of Johnson Lofts Limited Partnership

Printed Name and Title of Qualifying Principal

12/02/2024

James Cappano
CAPPANO LUMBER LLC
3100 DILLON FALLS RD ZANESVILLE, OH 43701

Dear James Cappano,

Congratulations! I am pleased to inform you that CAPPANO LUMBER LLC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)

CAPPANO LUMBER LLC is eligible for VOSB contracts and will be identified as a certified VOSB program participant in as of the date of this letter, **12/02/2024**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **12/02/2024**. **Your first certification renewal will be due 12/02/2027**.

Responsibilities

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile and DSBS records up-to-date in order for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the business' SAM.gov or DSBS information, please go to the SAM.gov Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.

- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

Resources and More Information

As a certified program participant, there are valuable free resources available to you, including:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The “Contract Opportunities” function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the “Contract Data” function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- SBA’s Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities.

Downloading Certification Icons

As a certified business participating in the program(s), you may [visit SBA’s website](#) to download SBA-approved digital icons that indicate your certification status for use on your business’ website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company’s letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

Misrepresentation

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

Next Steps

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

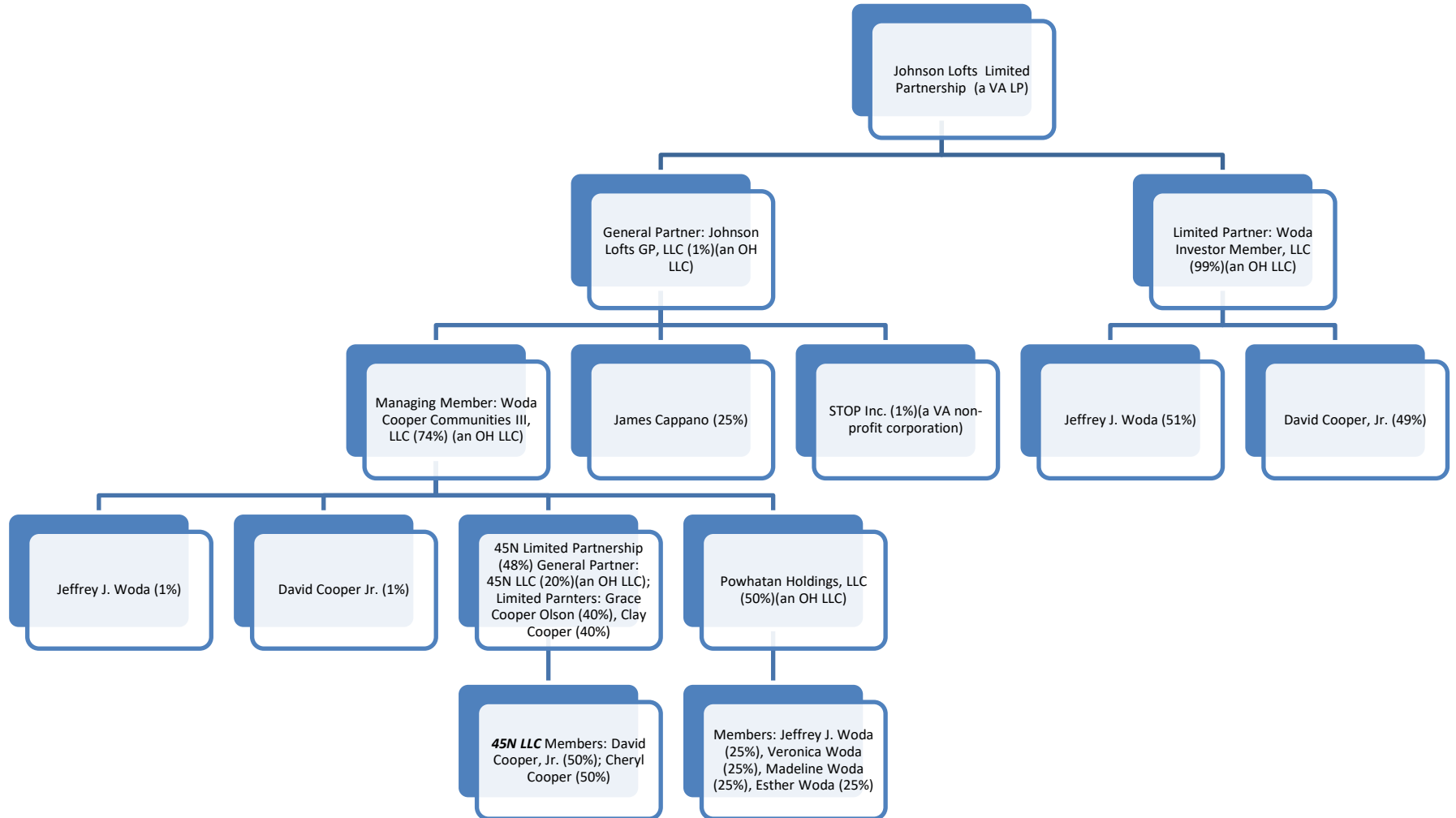
Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm CAPPANO LUMBER LLC's continued program eligibility. Wishing you much success!

Sincerely,

John Perkins
Government Contracting and Business Development
Office of Certifications and Eligibility

Johnson Lofts Limited Partnership

Organizational Structure Pre Equity



Johnson Lofts Limited Partnership

Organizational Structure Post Equity

