# 2025 Federal Low Income Housing Tax Credit Program

## **Application For Reservation**

#### **Deadline for Submission**

#### 9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than 12:00 PM Richmond, VA Time On March 13, 2025

### **Tax Exempt Bonds**

Applications must be received at Virginia Housing
No Later Than 12:00 PM Richmond, VA Time for one of the two available
4% credit rounds- January 15, 2025, May 1, 2025 or July 1, 2025.



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

# INSTRUCTIONS FOR THE VIRGINIA 2025 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 9% Competitive Credits**

Applicants should submit an electronic copy of the application package prior to the application deadline, which is 12:00 PM Richmond Virginia time on March 13, 2025. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

#### **Please Note:**

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

There should be distinct files which should include the following:

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

#### IMPORTANT:

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

#### Disclaimer:

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

#### **Entering Data:**

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

#### Please Note:

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

#### Assistance:

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

#### **Virginia Housing LIHTC Allocation Staff Contact Information**

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@Virginiahousing.com	(804) 584-4729
Jordan Tawney	jordan.tawney@Virginiahousing.com	(804) 343-5892
Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

## **TABLE OF CONTENTS**

Click on any tab label to be directed to location within the application.

	TAB	DESCRIPTION
1.	Submission Checklist	Mandatory Items, Tabs and Descriptions
2.	Development Information	Development Name and Locality Information
3.	Request Info	Credit Request Type
4.	<u>Owner Information</u>	Owner Information and Developer Experience
5.	<u>Site and Seller Information</u>	Site Control, Identity of Interest and Seller info
6.	<u>Team Information</u>	Development Team Contact information
7.	<u>Rehabilitation Information</u>	Acquisition Credits and 10-Year Look Back Info
8.	<u>Non Profit</u>	Non Profit Involvement, Right of First Refusal
9.	<u>Structure</u>	Building Structure and Units Description
10.	<u>Utilities</u>	Utility Allowance
		Building Amenities above Minimum Design
11.	<u>Enhancements</u>	Requirements
12.	<u>Special Housing Needs</u>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13.	<u>Unit Details</u>	Set Aside Selection and Breakdown
14.	<u>Budget</u>	Operating Expenses
15.	<u>Project Schedule</u>	Actual or Anticipated Development Schedule
16.	<u>Hard Costs</u>	Development Budget: Contractor Costs
		Development Budget: Owner's Costs, Developer
17.	<u>Owner's Costs</u>	Fee, Cost Limits
18.	<u>Eliqible Basis</u>	Eligible Basis Calculation
		Construction, Permanent, Grants and Subsidized
19.	Sources of Funds	Funding Sources
20.	<u>Equity</u>	Equity and Syndication Information
	Gap Calculation	Credit Reservation Amount Needed
21.	<u>Cash Flow</u>	Cash Flow Calculation
22.	<u>BINs</u>	BIN by BIN Eligible Basis
24.	<u>Owner Statement</u>	Owner Certifications
25.	<u>Architect's Statement</u>	Architect's agreement with proposed deal
	<u>Previous Particpation Certfication</u>	Mandatory form related to principals
27.	<u>List of Developments (Schedule A)</u>	Mandatory form related to principals
28.	<u>Scoresheet</u>	Self Scoresheet Calculation
29.	<u>Development Summary</u>	Summary of Key Application Points
30.	Efficient Use of Resources (EUR)	Calculates Points for Efficient Use of Resources
		For Mixed Use Applications only - indicates have
		costs are distributed across the different
31.	<u> Mixed Use - Cost Distribution</u>	construction activities

## 2025 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.

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

					VHDA T	RACKING N	IUMBER	2025-TEB-30
GEN	ERAL INFORMATION ABO	UT PROPOSED	DEVELOPME	NT		Арј	olication Date:	1/14/2025
1.	Development Name:	1401 - 1407 H	Iull Street					
2.	Address (line 1): Address (line 2):	1401 - 1407 H	Iull Street					
	City:	Richmond			State:	VA	Zip: <u>23</u> 2	224
3.	If complete address is no your surveyor deems ap	• •	Longitude:	-77.4457	1	Latitude:	location on sit 37.51984 ions are not av	
4.	The Circuit Court Clerk's City/County of	office in which Richmond Cit		he developme	ent is or will be	e recorded	:	
5.	The site overlaps one or If true, what other City/0	=				_		
6.	Development is located	in the census tr	act of:	517600	61001.00			
7.	Development is located	in a <b>Qualified C</b>	Census Tract		TRUE		Note regardin	g DDA and QCT
8.	Development is located	in a <b>Difficult D</b> e	evelopment A	rea	FALSE			
9.	Development is located	in a <b>Revitalizat</b> i	ion Area base	ed on QCT		TRUE		
10.	Development is located	in a <b>Revitalizat</b>	ion Area desi	gnated by res	olution or by	the locality	······	FALSE
11.	Development is located	in an <b>Opportur</b>	nity Zone (wit	h a binding co	mmitment for	funding)		FALSE
	(If 9, 10 or 11 are True,	<b>Action</b> : Provide	required for	m in <b>TAB K1</b> )				
12.	Development is located	in a census trac	t with a hous	ehold poverty	rate of	. 3%	10%	12%
						FALSE	FALSE	FALSE
13.	Development is located	in a medium or	high-level ec	onomic devel	opment jurisd	iction base	d on table.	FALSE
14.	Development is located	on land owned	by federally o	or Virginia reco	ognized Tribal	Nations.	FALSE	
15.	Enter only Numeric Values Congressional District: Planning District: State Senate District: State House District:	5 below: 4 15 14 79						
16.	Development Descriptio	n: In the space	provided bel	ow, give a brie	ef description	of the prop	osed developn	nent
	Demolition of existing stru Performance Grant.	cture and constr	ruction of 60 ne	ew affordable u	nits. VHTF, HIE	E and Richm	ond City Afforda	able Housing

for the local CEO:

				VHDA TR	ACKING NU	MBER	2025-TEB-30
GEN	ERAI	L INFORMATION ABOUT PROPOSED	DEVELOPMENT		Appli	cation Date:	1/14/2025
17.	Loc	cal Needs and Support					
	a.	Provide the name and the address Administrator of the political jurisc	•		-	nager, or Cou	unty
		Chief Executive Officer's Name:	Lincoln Saunders				
		Chief Executive Officer's Title:	Chief Administrative Officer		Phone:	804-64	46-7000
		Street Address:	900 East Broad Street				
		City:	Richmonds	State:	VA	Zip:	23219
		Name and title of local official you for the local CEO:	have discussed this project with Kevin Vonck	who could	l answer qu	estions	
	b.	If the development overlaps anoth	er jurisdiction, please fill in the fo	ollowing:			
		Chief Executive Officer's Name:					
		Chief Executive Officer's Title:			Phone:		
		Street Address:					
		Citv:		State:		Zip:	

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

	augsting Cradits Fram:	
	equesting Credits From:	
a. or	If requesting 9% Credits, select credit pool:	
b.	If requesting Tax Exempt Bond credits, select development type:	New Construction
	For Tax Exempt Bonds, where are bonds being issued?  ACTION: Provide Inducement Resolution at TAB Y (if available)  Skip to Number 4 below.	Richmond Redevlopment Housing Authority
². <b>T</b> y	pe(s) of Allocation/Allocation Year	
Dε	efinitions of types:	
a.	Regular Allocation means all of the buildings in the development are e	xpected to be placed in service this calendar year, 2025.
b.	Carryforward Allocation means all of the buildings in the development end of this calendar year, 2025, but the owner will have more than 109 following allocation of credits. For those buildings, the owner requests 42(h)(1)(E).	6 basis in development before the end of twelve months
. Se	lect Building Allocation type:	
	<b>ote</b> regarding Type = Acquisition and Rehabilitation: Even if you acquired a eacquisition credit, you cannot receive its acquisition 8609 form until the	
	this an additional allocation for a development that has buildings not yet	
∔. Is	this ari additional anocation for a development that has buildings not yet	placed in service? FALSE
5. <b>Pla</b>	anned Combined 9% and 4% Developments site plan has been submitted with this application indicating two develop this 9% allocation request and the remaining development will be a 4% t	ments on the same or contiguous site. One development rela
5. <b>Pla</b> a. As to	anned Combined 9% and 4% Developments site plan has been submitted with this application indicating two develop	ments on the same or contiguous site. One development rela
5. <b>Pla</b> a. As to	anned Combined 9% and 4% Developments site plan has been submitted with this application indicating two develope this 9% allocation request and the remaining development will be a 4% to	ments on the same or contiguous site. One development rela ax exempt bond application. FALSE
5. <b>Pla</b> a. As to If t	anned Combined 9% and 4% Developments site plan has been submitted with this application indicating two developes this 9% allocation request and the remaining development will be a 4% thrue, provide name of companion development:	ments on the same or contiguous site. One development rela ax exempt bond application. FALSE
5. <b>Pla</b> a. As to If t	anned Combined 9% and 4% Developments site plan has been submitted with this application indicating two developments this 9% allocation request and the remaining development will be a 4% that true, provide name of companion development:  as the developer met with Virginia Housing regarding the 4% tax exempt the below the number of units planned for each allocation request. This state Total Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?	ments on the same or contiguous site. One development relative ax exempt bond application.  FALSE  FALSE  FOR THE SE STATE STA
If the second se	anned Combined 9% and 4% Developments site plan has been submitted with this application indicating two developments of this 9% allocation request and the remaining development will be a 4% to true, provide name of companion development:  It is the developer met with Virginia Housing regarding the 4% tax exempt but below the number of units planned for each allocation request. This statement of Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?  Total Units:	ments on the same or contiguous site. One development relative ax exempt bond application.  FALSE  FALSE  Tond deal?  FALSE  Steed split of units cannot be changed or 9% Credits will be continuous of the contin
If the second se	anned Combined 9% and 4% Developments  site plan has been submitted with this application indicating two developments of this 9% allocation request and the remaining development will be a 4% to true, provide name of companion development:  It below the number of units planned for each allocation request. This state to below the number of units planned for each allocation request. Total Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?  Total Units:  % of units in 4% Tax Exempt Allocation Request:  tended Use Restriction  ote: Each recipient of an allocation of credits will be required to record and the state of the state	ments on the same or contiguous site. One development relative ax exempt bond application.  FALSE  FALSE  Tond deal?  FALSE  Steed split of units cannot be changed or 9% Credits will be continuous of the contin
if to	anned Combined 9% and 4% Developments site plan has been submitted with this application indicating two development withis 9% allocation request and the remaining development will be a 4% to true, provide name of companion development:  as the developer met with Virginia Housing regarding the 4% tax exempt to the total units planned for each allocation request. This states Total Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?  Total Units:  % of units in 4% Tax Exempt Allocation Request:  tended Use Restriction ote: Each recipient of an allocation of credits will be required to record and the development for low-income housing for at least 30 years. Appliance of the development for low-income housing for at least 30 years. Appliance of selection:	ments on the same or contiguous site. One development relative ax exempt bond application.  FALSE  FALSE  Tond deal?  FALSE  Ated split of units cannot be changed or 9% Credits will be continuous of the continu
if to	anned Combined 9% and 4% Developments site plan has been submitted with this application indicating two development withis 9% allocation request and the remaining development will be a 4% to true, provide name of companion development:  It the developer met with Virginia Housing regarding the 4% tax exempt be the development of units planned for each allocation request. This states to a companion to the state of the development of units planned for each allocation request. This states are to a companion of the states of the development of the states of the development of an allocation of credits will be required to record and the development for low-income housing for at least 30 years. Appliance of the development for low-income housing for at least 30 years.	ments on the same or contiguous site. One development relative ax exempt bond application.  FALSE  FALSE  Tond deal?  FALSE  Ated split of units cannot be changed or 9% Credits will be continuous of the continu

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.

		_												
L.	Owner In					Must be an i	ndividual	or legally for	med entity	<i>'.</i>				
a.	Owner Na		1400 Hu											
	Develope	r Name	<u>:</u> :	Catalyst	Commu	<mark>ınity Group</mark>	, LLC							
	Contact:	M/M	Mr.	First:	Alex		MI	:	Last:	McGlothlin				
	Address:		7 East Se	cond Str	eet, Sui	te 209								
	City:		Richmon	d			St. 🕨	VA	Zip:	23224				
	Phone:	(8	<mark>04) 601-0</mark>	)540	Ext.		Fax:							
	Email add	ress:	alex@	mcgloth	linlegal.	com								
	Federal I.I	D. No.	33277	3141			(If not a	ıvailable, ol	otain pri	or to Carryov	er Alloc	cation.)		
	Select typ	e of en	itity:	► <u>I</u>	imited li	ability com	pany		Forn	nation State:	<b></b>	Virginia		
	Additiona	l Conta	ict: Pleas	e Provide	e Name,	Email and	Phone r	number.	_					
		c. Co In d. Pr	omplete t clude sigr ovide a c	he Princi ned in Ap hart of o	ipals' Pro oplicatio wnershi	evious Part n PDF.	icipation	n Certificati	on tabs v	(Mandatory within this sp LIHTC Develo	readsh	eet.		
b.	FALSE						_	-		-	_	ed status and defined in th		
	ACTION:	If	true, prov	√ide Virg	inia Hou	ising Social	ly Disad	vantaged C	ertificati	on (TAB AB)				
c.	FALSE											ness Certifica as defined in		
	ACTION:	If	true, pro	∕ide Virg	inia Hou	ising Vetera	an Owne	ed Small Bu	siness C	ertification <b>(1</b>	TAB AB)	)		
d.	FALSE	Indic	ate True if	the own	er meets	the following	ng stater	nent:						
		separa	te develo	pment in	service v	without retu	irning cr	edits to or re	equesting	additional cr	edits fro	in IRS Form 86 om the issuing nt's eligible ba	, housin	g finar
		If True	above, wł	nat prope	erty place	ed 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: 6/30/2025

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

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

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

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

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

Only one of the following statement should be True.

- FALSE ...... Owner already controls site by either deed or long-term lease.
- 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: 1401 - 1407 Hull Street Owner, LLC

Address: 5711 Greendale Road

City: Henrico St.: Virginia Zip: 23228

Contact Person: Rachel Fenton Phone: (804) 221-7493

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

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

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

<u>Names</u>	<u>Phone</u>	Type Ownership	% Ownership
WRT 1400 LIHTC Apts, LLC	(804) 714-3450	Member	77.27%
1407 Hull Street Owner, LLC	(804) 355-6454	Member	33.33%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

#### **E. DEVELOPMENT TEAM INFORMATION**

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

▶ Indicate either DEI (Diversity, Equity, and Inclusion) or Veteran Owned Small Business designation (as defined in the manual) that you would like to assign to each contract (if applicable). Each contract can only be assigned to one designation. You can mark True for 3 contracts per each designation to receive the full 10 points.

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

1.	Tax Attorney:	Erik Hoffman	This is a Related Entity. FALSE
	Firm Name:	Klein Hornig	DEI Designation? <u>FALSE</u> OR
	Address:	1325 G Street NW	Veteran Owned Small Bus? FALSE
	City, State, Zip	Washington, DC	
	Email:	ehoffman@kleinhornig.com	Phone: <u>202-926-3400</u>
2.	Tax Accountant:	Nicolo Pinoli	This is a Related Entity. FALSE
	Firm Name:	Novogradac	DEI Designation? FALSE OR
	Address:	601 SW 2nd Ave, Suite 1150	Veteran Owned Small Bus? FALSE
	City, State, Zip	Portland, Oregon 97204	
	Email:	nicolo.pinoli@novoco.com	Phone: <u>503-821-2750</u>
3.	Consultant:	Dale Wittie	This is a Related Entity. FALSE
	Firm Name:	John B. Levy & Co.	DEI Designation? FALSE OR
	Address:	4510 Cox Road, Suite 105	Veteran Owned Small Bus? FALSE
	City, State, Zip	Glen Allen, VA 23060	Role: LIHTC
	Email:	dwittie@jblevyco.com	Phone: 804-500-9034
4.	Management Entity:	Anne Elyse Denton	This is a Related Entity. FALSE
	Firm Name:	Gates Hudson	DEI Designation? FALSE OR
	Address:	823 E. Main Street	Veteran Owned Small Bus? FALSE
	City, State, Zip	Richmond, VA	
	Email:	adenton@gateshudson.com	Phone: <u>703-876-9590</u>
5.	Contractor:	Michael Lynch	This is a Related Entity. FALSE
	Firm Name:	KBS	DEI Designation? FALSE OR
	Address:	8050 Kimway Drive	Veteran Owned Small Bus? FALSE
	City, State, Zip	Richmond, VA	
	Email:	mlynch@kbsgc.com	Phone: 804-262-0100
6.	Architect:	Walter Parks	This is a Related Entity. TRUE
	Firm Name:	Walter Parks Architects, PLLC	DEI Designation? FALSE OR
	Address:	313 N. Adams Street	Veteran Owned Small Bus? FALSE
	City, State, Zip	Richmond, VA 23220	
	Email:	walter@wparks.com	Phone:

## **E. DEVELOPMENT TEAM INFORMATION**

7.	Real Estate Attorney: Firm Name: Address:	Michael McGlothlin  McGlothlin Legal, PLLC  7 East 2nd Street	This is a Related Entity.  DEI Designation? FALSE  Veteran Owned Small Bus?	FALSE OR FALSE
	City, State, Zip Email:	Richmond, VA 23224 alex@mcglothlinlegal.com	Phone: (804) 601-0540	
8.	Mortgage Banker: Firm Name: Address: City, State, Zip Email:		This is a Related Entity.  DEI Designation? FALSE  Veteran Owned Small Bus?  Phone:	FALSE OR FALSE
9.	Other 1: Firm Name: Address: City, State, Zip Email:		This is a Related Entity. DEI Designation? FALSE Veteran Owned Small Bus? Role: Phone:	FALSE OR FALSE
10	Other 2: Firm Name: Address: City, State, Zip Email:		This is a Related Entity.  DEI Designation? FALSE  Veteran Owned Small Bus?  Role: Phone:	FALSE OR FALSE
11	Other 3: Firm Name: Address: City, State, Zip Email:		This is a Related Entity.  DEI Designation? FALSE  Veteran Owned Small Bus?  Role: Phone:	FALSE OR FALSE
12	Other 4: Firm Name: Address: City, State, Zip Email:		This is a Related Entity.  DEI Designation? FALSE  Veteran Owned Small Bus?  Role: Phone:	FALSE OR FALSE
13	Other 5: Firm Name: Address: City, State, Zip Email:		This is a Related Entity.  DEI Designation? FALSE  Veteran Owned Small Bus?  Role: Phone:	FALSE OR FALSE

## F. REHAB INFORMATION

1. a.	Acquisition Credit Information  Credits are being requested for existing buildings being acquired for development
	<b>Action:</b> 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
c.	The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?
d.	This development is an existing RD or HUD S8/236 development
	<u>Note:</u> 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
	ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline
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
b.	All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),
	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)
d.	There are different circumstances for different buildings

## F. REHAB INFORMATION

3.	Rehabili	tation Credit Information	
a.	Credit	s are being requested for rehabilitation expenditures	FALSE
b.	Minin	num Expenditure Requirements	
	i.	All buildings in the development satisfy the rehab costs per unit requirement Section 42(e)(3)(A)(ii)	nt of IRS
	ii.	All buildings in the development qualify for the IRC Section 42(e)(3)(B) excel 10% basis requirement (4% credit only)	eption to the
	iii.	All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II exception	)
	iv.	There are different circumstances for different buildings	FALSE

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.

- 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 Be authorized to do business in Virginia.

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

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

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

Not be affiliated with or controlled by a for-profit organization. FALSE Not have been formed for the principal purpose of competition in the Non Profit Pool.

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

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

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

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

B. Type of involvement:

**FALSE** 

FALSE

Nonprofit meets eligibility requirement for points only, not pool...... FALSE or Nonprofit meets eligibility requirements for nonprofit pool and points...... FALSE

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Name:

Contact Person:

Street Address:

City: State: Phone: Contact Email:

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

Α.	FALSE
л.	IALJL

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

**Action:** Provide Option or Right of First Refusal in recordable form using

Virginia Housing's template. (TAB V)

Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit:	
or indicate true if Local Housing Authority	FALSE
Name of Local Housing Authority	

B. FALSE

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

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

**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 60 bedrooms 60 Total number of rental units in development 60 bedrooms 60 60 60 Number of low-income rental units bedrooms 100.00% Percentage of rental units designated low-income b. Number of new units:.... bedrooms 60 Number of adaptive reuse units: ..... bedrooms 0 Number of rehab units:..... bedrooms c. If any, indicate number of planned exempt units (included in total of all units in development)...... d. Total Floor Area For The Entire Development...... 50,031.00 (Sq. ft.) e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... 8,152.00 (Sq. ft.) Nonresidential Commercial Floor Area (Not eligible for funding)..... 0.00 Total Usable Residential Heated Area..... 41,879.00 (Sq. ft.) h. Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**....... Exact area of site in acres ..... Locality has approved a final site plan or plan of development..... If **True**, Provide required documentation (**TAB O**). k. Requirement as of 2016: Site must be properly zoned for proposed development. **ACTION:** Provide required zoning documentation (MANDATORY TAB G) I. Development is eligible for Historic Rehab credits..... **Definition:**

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

## H. STRUCTURE AND UNITS INFORMATION

#### 2. UNIT MIX

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

LIHTC Units can not be greater than Total Rental Units

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

			# of LIHTC
Unit Type	Average Sq I	oot	Units
Supportive Housing	0.00	SF	0
1 Story Eff - Elderly	0.00	SF	0
1 Story 1BR - Elderly	0.00	SF	0
1 Story 2BR - Elderly	0.00	SF	0
Eff - Elderly	0.00	SF	0
1BR Elderly	0.00	SF	0
2BR Elderly	0.00	SF	0
Eff - Garden	0.00	SF	0
1BR Garden	570.53	SF	60
2BR Garden	0.00	SF	0
3BR Garden	0.00	SF	0
4BR Garden	0.00	SF	0
2+ Story 2BR Townhouse	0.00	SF	0
2+ Story 3BR Townhouse	0.00	SF	0
2+ Story 4BR Townhouse	0.00	SF	0
be sure to enter the values in	the		60

Total Rental Units
0
0
0
0
0
0
0
0
60
0
0
0
0
0
0
60

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

Elevator Type (if known)

## 3. Structures

a.	Number of Buildings (containing rental unit	.S)	1	
b.	Age of Structure:	0	years	
c.	Maximum Number of stories:			
d.	The development is a <u>scattered site</u> develo	pment	FALSE	
e.	Commercial Area Intended Use:	N/A		
f.	Development consists primarily of :	(Only One Option	n Below Can Be True)	
	i. Low Rise Building(s) - (1-5 stories with an	<u>y</u> structural elem	ents made of wood)	FALSE
	ii. Mid Rise Building(s) - (5-7 stories with no	<u>structural eleme</u>	nts made of wood)	FALSE
	iii. High Rise Building(s) - (8 or more stories	with <u>no</u> structura	al elements made of wood)	FALSE
g.	Indicate <b>True</b> for all development's structure	ral features that a	pply:	
	i. Row House/Townhouse	FALSE	v. Detached Single-family	FALSE
	ii. Garden Apartments	TRUE	vi. Detached Two-family	FALSE
	iii. Slab on Grade	FALSE	vii. Basement	FALSE
	iv. Crawl space	FALSE		
h.	Development contains an elevator(s).  If true, # of Elevators.	FALSE 1		

TRACTION MRL

#### H. STRUCTURE AND UNITS INFORMATION

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

 Combination

 Fiber Cement Siding

#### 4. Site Amenities (indicate all proposed)

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

I. Describe Community Facilities:

m. Number of Proposed Parking Spaces
Parking is shared with another entity

27 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.

<u>NOTE:</u> 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:

FALSE	a.	A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
		Percentage of brick covering the exterior walls.
52.00%	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.
FALSE	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.
FALSE	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	L	Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently
TALSE	ĸ.	installed dehumidification system.
or		
FALSE	I.	All Construction types: each unit is equipped with a permanent dehumidification system.
FALSE	m	All interior doors within units are solid core.
TALSE		All meerior doors within units are solid core.
FALSE	n.	Installation of a renewable energy electric system in accordance with manufactorer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at <b>Tab F</b> .
FALSE	ο.	New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

#### J. ENHANCEMENTS

	For all deve	elopments exclusively serving elderly tenants upor	n completion of con	struction/rehabilitation:			
	FALSE	a. All cooking ranges have front controls.					
	FALSE	b. Bathrooms have an independent or supplem	ental heat source.				
	FALSE	c. All entrance doors have two eye viewers, one	e at 42" inches and t	he other at standard height.			
	FALSE	d. Each unit has a shelf or ledge outside the prir	mary entry door loca	ated in an interior hallway.			
2.	Green Cert	ification					
a.		grees to meet the base line energy performance stallisted above.	andard applicable to	o the development's construction			
	The applica	nt will also obtain one of the following:					
	TRUE	Earthcraft Gold or higher certification	FALSE	National Green Building Standard (NGBS)			
	FALSE	LEED Certification	FALSE	certification of Silver or higher. Enterprise Green Communities (EGC) Certification			
	Action:	If Green Certification is selected, no points w If seeking any points associated Green certification		Watersense Bathroom fixtures above.			
b.	Applicant w	rill pursue one of the following certifications to be	awarded points on a	a future development application.			
	•	each this goal will not result in a penalty.)					
	FALSE	Zero Energy Ready Home Requirements	FALSE	Passive House Standards			
	FALSE	Applicant wishes to claim points from a prior allo or Passive House Standards. Provide certification					
3.	Universal D	Design - Units Meeting Universal Design Standards (	units must be show	n on Plans)			
	FALSE	a. Architect of record certifies that units will be	constructed to mee	et Virginia Housing's Universal			
	0	Design Standards. b. Number of Rental Units constructed to meet	Virginia Housing's L	Jniversal Design standards:			
			5				
		0% of Total Rental Units					
4.	FALSE	Market-rate units' amenities are substantially eq	uivalent to those of	the low income units.			
		If not, please explain:					
				•••			
		Architect of Record initial here that the above in accurate per certification statement within this					

#### J. ENHANCEMENTS

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

FALSE a. All cooking ranges have front controls.

FALSE b. Bathrooms have an independent or supplemental heat source.

FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

#### 2. Green Certification

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

The applicant will also obtain one of the following:

FALSE LEED Certification FALSE National Green Building Standard (NGBS) certification 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.

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

TRUE Zero Energy Ready Home Requirements FALSE Passive House Standards

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

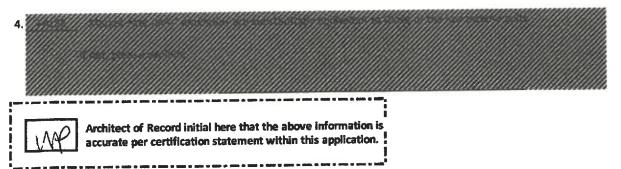
3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

FALSE

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

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

0% of Total Rental Units



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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	22	0	0	0
Air Conditioning	0	8	0	0	0
Cooking	0	5	0	0	0
Lighting	0	21	0	0	0
Hot Water	0	13	0	0	0
Water	0	36	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$105	\$0	\$0	\$0

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

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

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

**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.

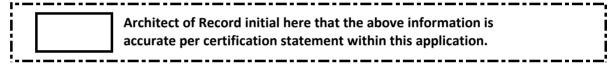
1. Accessibility: Indicate True for the following point category, as appropriate.

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

**FALSE** 

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.



- 2. Special Housing Needs/Leasing Preference:
  - a. If not general population, select applicable special population:

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

FALSE Persons with Disabilities (must meet the requirements of the Federal

Americans with Disabilities Act) - Accessible Supportive Housing Pool only

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

If Supportive Housing is True: Will the supportive housing consist of units designated for

FALSE tenants that are homeless or at risk of homelessness?

Action: Provide Permanent Supportive Housing Certification (Tab S)

FALSE

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

3. Leasing	Preferences								
a.	Will leasing prefere	ence be giver	n to applican	its on a pi	ublic housii	ng waiting lis	t and/or Sect	ion 8	
	waiting list?	select:	No	11					
	Organization which	n holds waitir	ng list:						
	Contact person:								
	Title:								
	Phone Number:								
	Action: Prov	vide required	l notification	docume	ntation (TA	AB L)			
b.	Leasing preference (Less than or equal	24 1000000000000000000000000000000000000							FALSE
c.	Specify the numbe	r of low-inco	me units tha	at will ser	ve individu	als and famil	ies with child	ren by	
	providing three or	more bedroo	oms:			0			
	% of total Low Inco	me Units	×	0%			_		
	NOTE: Developme	nt must utili	ze a <b>Virginia</b>	Housing	Certified N	Vlanagement	Agent. Proo	of of	
	management certif	fication must	be provided	d before 8	3609s are is	ssued.			
			PROPERTY AND ADDRESS OF THE PARTY OF THE PAR	F T 100 100 100 100	or seek as a second of the second	Marie Carlos Company of the Company	NY MARKET AND THE PARKET		

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:	RRHA		
Last Name:	Contact name unavailal	ole	
Phone Number:	(804) 780-4200	Email: hcvp@rrha.com	

5. <b>Rental Assistance</b>	-income units do or will receive rental assistance FALSE	
b. Indicate True if re	ental assistance will be available from the following	
FALSE	Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.	
FALSE	Section 8 New Construction Substantial Rehabilitation	
FALSE	Section 8 Moderate Rehabilitation	
FALSE	Section 811 Certificates	
FALSE	Section 8 Project Based Assistance	
FALSE	RD 515 Rental Assistance	
FALSE	Section 8 Vouchers *Administering Organization:	
FALSE	State Assistance *Administering Organization:	
FALSE	Other:	
c. The Project Base	ed vouchers above are applicable to the 30% units seeking points.	
	FALSE	
i. If True above, h	how many of the 30% units will not have project based vouchers?	0
How many years	receiving assistance: on trental assistance contract?	
Expiration date o		
Action:	on to Renew FALSE  Contract or other agreement provided (TAB Q).	
6. Public Housing Revitaliza	ation	
•	ent replacing or revitalizing Public Housing Units?	FALSE
If so, how many	existing Public Housing units?	0

**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.

Accessibility: Indicate True for the following point category, as appropriate.
 Action: Provide appropriate documentation (Tab X)

FALSE

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.)

Persons with Disabilities (must meet the requirements of the Federal

Americans with Disabilities Act) - Accessible Supportive Housing Pool only

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

If Supportive Housing is True: Will the supportive housing consist of units designated for

FALSE tenants that are homeless or at risk of homelessness?

Action: Provide Permanent Supportive Housing Certification (Tab S)

FALSE

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

3. <b>Lea</b>		Preferences Will leasing prefere	anco ho giv	n to annli	icante en e v	ulalia la acc				
	u.	Will leasing prefere waiting list?	select:	No No	icants on a p	ublic nous	sing waiting	ist and/or s	Section 8	
		Organization which	ո holds wait	ing list:						
		Contact person:								
		Title:								
		Phone Number:								
		Action: Prov	/ide require	d notifica	tion docume	ntation (T	AB L)			
	b.	Leasing preference (Less than or equal								FALSE
	C.	Specify the number providing three or			that will ser	ve individ	uals and fam	ilies with c	hildren by	
		% of total Low Inco	me Units		0%					
		<b>NOTE:</b> Developme management certif						nt Agent. P	Proof of	
				1977	2	107	VirginiaHousi	ng com		

ownload current civia list from virginiahousing.com

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

## 4. Target Population Leasing Preference

First Name

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.

i ii st ivaille.	NNIA	
Last Name:	Contact name unavailable	
Phone Number:	(804) 780-0175 Email: hcvp@rrha.com	

5. Rental Assistance	
a. Some of the low-income units do or will receive rental assistance FALSE	
b. Indicate True if rental assistance will be available from the following	
FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.	
FALSE Section 8 New Construction Substantial Rehabilitation	
FALSE Section 8 Moderate Rehabilitation	
FALSE Section 811 Certificates	
FALSE Section 8 Project Based Assistance	
FALSE RD 515 Rental Assistance	
FALSE Section 8 Vouchers *Administering Organization:	
FALSE State Assistance *Administering Organization:	
FALSE Other:	
c. The Project Based vouchers above are applicable to the 30% units seeking points.	
FALSE	
i. If True above, how many of the 30% units will not have project based vouchers?	0
d. Number of units receiving assistance:  How many years in rental assistance contract?  Expiration date of contract:  There is an Option to Renew	
Is this development replacing or revitalizing Public Hausing Units 2	CE
If so, how many existing Public Housing units?	0 0

#### 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 incomerestricted 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:

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

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

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

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

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

#### 2. Unit Mix Grid

٨

#### 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.

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

	<b>•</b>
	Unit Type
	(Select One)
Mix 1	1 BR - 1 Bath
Mix 2	
Mix 3	
Mix 4	
Mix 5	
Mix 6	
Mix 7	
Mix 8	
Mix 9	
∕ix 10	

Rent Target
(Select One)
60% AMI

	# of Units	Net		
Number	504	Rentable	Monthly Rent	
of Units	compliant	<b>Square Feet</b>	Per Unit	<b>Total Monthly Rent</b>
60		570.53	\$1,137.00	\$68,220
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0

#### 1. Set-Aside Election:

## UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEG

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

a. Units Provided Per Household Type:

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

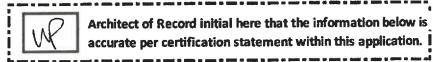
Rent Levels						
# of Units	% of Units					
0	0.00%	20% Area Median				
0	0.00%	30% Area Median				
0	0.00%	40% Area Median				
0	0.00%	50% Area Median				
60	100.00%	60% Area Median				
0	0.00%	70% Area Median				
0	0.00%	80% Area Median				
0	0.00%	Market Units				
60	100.00%	Total				

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

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

c. The development plans to utilize average income testi FALSE

2. Unit Mix Grid FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.



Unit Type (Select One)



	# of Units	Net Rentable	Monthly	
Number	complian	Square	Rent Per	Total Monthly
of Units	t	Feet	Unit	Rent

11		\$0
12		\$0
13		\$0
14		\$0
15		\$0
16		\$0
17		\$0
18		\$0
19		\$0
20		\$0
21		\$0
22		\$0
23		\$0
24		\$0
25		\$0
26		\$0
27		\$0
28		\$0
29		\$0
0		\$0
31		\$0
32		\$0
33		\$0
34		\$0
35		\$0
36		\$0
37		\$0
38		\$0
39		\$0
0		\$0
41		\$0
42		\$0
43		\$0
14		\$0
45		\$0
46		\$0
47		\$0
		\$0
48		\$0
19		\$0
50		\$0
51		\$0
52		\$0
53		\$0
54		\$0
55		\$0
56		\$0
57		\$0
58		\$0
59		\$0
50		\$0
61		\$0
62		\$0
63		\$0
54		\$0
65		\$0
56		\$0
67		\$0

		 _				
Mix 68						\$0
Mix 69		Ī				\$0
Mix 70		Ī				\$0
Mix 71		ĺ				\$0
Mix 72		ĺ				\$0
Mix 73		ľ				\$0 \$0 \$0
Mix 74		ľ				\$0
Mix 75		ŀ				\$0
Mix 76		ŀ				\$0
Mix 77		ŀ				\$0
Mix 78		ŀ				\$0
Mix 79		ŀ				\$0
Mix 80		ŀ				\$0
Mix 81		ŀ				\$0 \$0
Mix 82		ŀ				\$0
Mix 83		ŀ				\$0 \$0
Mix 84		ŀ				\$0
Mix 85		ŀ				\$0
Mix 86		ŀ				\$0
Mix 87		ŀ				\$0
Mix 88		ŀ				\$0
Mix 89		ŀ				\$0
Mix 90		ŀ				\$0 \$0
Mix 91		ŀ				\$0
Mix 92		ŀ				\$0
Mix 93		ŀ				\$0
Mix 94		ŀ				\$0
Mix 95		ŀ				\$0
Mix 96		ŀ				\$0 \$0
Mix 97		ŀ				\$0
Mix 98		ŀ				\$0 \$0
Mix 99		ŀ				\$0
Mix 100		ŀ				\$0
TOTALS		Ļ	60	0		\$68,220
IOIALS			00	U		300,220

Total	60	Net Rentable SF:	TC Units	34,231.80
Units			MKT Units	0.00
			Total NR SF:	34,231.80

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

## M. OPERATING EXPENSES

Administrative:				Use Whole Numbers Only!
<ol> <li>Advertising/Marketing</li> </ol>				\$19,450
<ol><li>Office Salaries</li></ol>				\$73,850
3. Office Supplies				\$0
4. Office/Model Apartmen	t (type		)	\$0
5. Management Fee				\$27,120
3.56% of EGI	\$452.00	Per Unit		
6. Manager Salaries				\$0
7. Staff Unit (s)	(type		)	\$0
8. Legal				\$0
9. Auditing				\$0
10. Bookkeeping/Accountin	g Fees			\$0
11. Telephone & Answering	Service			\$0
12. Tax Credit Monitoring Fe	ee			\$0
13. Miscellaneous Administ	ative			\$30,180
Total Admini	strative			\$150,600
Utilities				
14. Fuel Oil				\$0
15. Electricity				\$13,256
16. Water				\$4,884
17. Gas				\$0
18. Sewer				\$0
Total Utility				\$18,140
•				
Operating:				
19. Janitor/Cleaning Payroll				\$0
20. Janitor/Cleaning Supplie				\$0
21. Janitor/Cleaning Contract	t			\$0
22. Exterminating				\$0
23. Trash Removal	_			\$6,628
24. Security Payroll/Contrac	t			\$0
25. Grounds Payroll				\$0
26. Grounds Supplies				\$0
27. Grounds Contract				\$0
28. Maintenance/Repairs Pa	yroll			\$12,000
29. Repairs/Material				\$17,415
30. Repairs Contract				\$0
31. Elevator Maintenance/C				\$0
32. Heating/Cooling Repairs				\$0
33. Pool Maintenance/Cont	ract/Staff			\$0
34. Snow Removal				\$0
35. Decorating/Payroll/Cont	ract			\$0
36. Decorating Supplies				\$0
37. Miscellaneous				\$22,560
Totals Opera	ting & Maintenanc	e		\$58,603

## M. OPERATING EXPENSES

Taxes & Insurance			
38. Real Estate Taxes			\$7,853
39. Payroll Taxes			\$0
40. Miscellaneous Taxes/Licenses/Permits			\$506
41. Property & Liability Insurance	\$438	per unit	\$26,283
42. Fidelity Bond			\$0
43. Workman's Compensation			\$0
44. Health Insurance & Employee Benefits			\$0
45. Other Insurance			\$0
Total Taxes & Insurance			\$34,642
Total Operating Expense			\$261,985
Total Operating Expense			\$201,965
Total Operating \$4,366 C. Total Operating	ing	34.41%	
Expenses Per Unit Expenses as	% of EGI		
Replacement Reserves (Total # Units X \$300 or \$250 New	v Const./El	derly Minimum)	\$15,000
			. ,
Total Expenses			\$276,985

**ERROR - OPERATING EXPENSE AMOUNT IS LESS THAN \$4,500 PER UNIT** 

## N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	11/1/2024	Alex McGlothlin
b. Site Acquisition	4/30/2025	Alex McGlothlin
c. Zoning Approval	3/25/2024	Lory Markham
d. Site Plan Approval	3/25/2024	Lory Markham
Financing     a. Construction Loan		
i. Loan Application	1/15/2025	Alex McGlothlin
ii. Conditional Commitment	2/14/2025	Alex McGlothlin
iii. Firm Commitment	2/28/2025	Alex McGlothlin
b. Permanent Loan - First Lien		
i. Loan Application	1/15/2025	Alex McGlothlin
ii. Conditional Commitment	2/14/2025	Alex McGlothlin
iii. Firm Commitment	2/28/2025	Alex McGlothlin
c. Permanent Loan-Second Lien		
i. Loan Application	11/1/2024	Alex McGlothlin
ii. Conditional Commitment	12/1/2024	Alex McGlothlin
iii. Firm Commitment	1/10/2025	Alex McGlothlin
d. Other Loans & Grants	LUES A CITE	A 1
i. Type & Source, List	HIEE/VHTF	Adam Tiller Adam Tiller
ii. Application iii. Award/Commitment	10/11/2024 12/9/2024	Adam Tiller Adam Tiller
·	12/9/2024	Adam Tiller
2. Formation of Owner		
3. IRS Approval of Nonprofit Status		
4. Closing and Transfer of Property to Owner	3/1/2025	Alex McGlothlin
5. Plans and Specifications, Working Drawings	1/15/2025	Sean Wheeler
6. Building Permit Issued by Local Government		
7. Start Construction	3/1/2025	Michael Lynch
8. Begin Lease-up	10/1/2026	Elyse Denton
9. Complete Construction	6/1/2026	Michael Lynch
10. Complete Lease-Up	10/1/2026	Elyse Denton
11. Credit Placed in Service Date	10/1/2026	Alex McGlothlin

#### O. PROJECT BUDGET - HARD COSTS

#### Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

1. Contra a. b.	Must Use Whole Number	(A) Cost		asisUse Applicable Cont Value Credit"	olumn(s): (D)
a.		(A) Cost		nt Value Credit"	l (D)
a.		(A) Cost	(B) Acquicition		
a.	actor Cost		(B) Acquisition	(C) Rehab/	"70 % Present
a.	actor Cost			New Construction	Value Credit"
h	Unit Structures (New)	8,999,904	0	8,999,904	0
D.	Unit Structures (Rehab)	0	0	0	0
c.	Non Residential Structures	362,628	0	362,628	0
d.	Commercial Space Costs	0	0	0	0
e.	Structured Parking Garage	0	0	0	0
	Total Structure	9,362,532	0	9,362,532	0
f.	Earthwork	149,317	0	149,317	0
g.	Site Utilities	48,049	0	48,049	0
h.	Renewable Energy	0	0	0	0
i.	Roads & Walks	0	0	0	0
j.	Site Improvements	73,002	0	73,002	0
k.	Lawns & Planting	0	0	0	0
l.	Engineering	0	0	0	0
m.	Off-Site Improvements	0	0	0	0
n.	Site Environmental Mitigation	0	0	0	0
0.	Demolition	0	0	0	0
p.	Site Work	0	0	0	0
q.	Hard Cost Contingency	0	0	0	0
	Total Land Improvements	270,368	0	270,368	0
	Total Structure and Land	9,632,900	0	9,632,900	0
r.	General Requirements	600,219	0	600,219	0
S.	Builder's Overhead	217,264	0	217,264	0
(	2.3% Contract)			_	
t.	Builder's Profit	325,897	0	325,897	0
(	3.4% Contract)				
u.	Bonds	23,720	0	23,720	0
V.	Building Permits	0	0	0	0
w.	Special Construction	0	0	0	0
x.	Special Equipment	0	0	0	0
у.	Other 1:	0	0	0	0
Z.	Other 2:	0	0	0	0
aa.	Other 3:	0	0	0	0
	Contractor Costs	\$10,800,000	\$0	\$10,800,000	\$0

Construction cost per unit:

\$180,000.00

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$1,348,606

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$1,143,380

### O. PROJECT BUDGET - OWNER COSTS

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

	MUST USE WHOLE NUMBERS ONLY!		Amount of Cost up to 100% Includable in Eligible BasisUse Applicable Column(s):		
	WIGST OSE WHOLE NOWBERS ONLY:		"30% Present	Value Credit"	(D)
	Item	(A) Cost	(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owr	ner Costs				
	Building Permit	75,000	0	75,000	0
a.	Architecture/Engineering Design Fee	180,000	0	180,000	0
b.	\$3,000 /Unit)	180,000	0	180,000	0
	Architecture Supervision Fee	60,000	0	60,000	0
c.	\$1,000 /Unit)	60,000	0	60,000	0
d.	Tap Fees	0	0	0	0
e.	Environmental	5,000	0	0	0
f.	Soil Borings	0	0	0	0
	Green Building (Earthcraft, LEED, etc.)	0	0	0	0
g. h.	Appraisal	4,000	0	2,000	0
i.	Market Study	4,000	0	2,000	0
j.	Site Engineering / Survey	127,100	0	127,100	0
k.	Construction/Development Mgt	0	0	0	0
	Structural/Mechanical Study	0	0	0	0
I. 	Construction Loan	50,979	0	30,587	0
m.	Origination Fee	50,979	0	30,367	
n.	Construction Interest	894,087	0	521,911	0
11.	( 0.0% for 0 months)	894,087	0	321,911	0
О.	Taxes During Construction	9,481	0	9,481	0
p.	Insurance During Construction	111,111	0	111,111	0
· ·	Permanent Loan Fee	61,765	0	111,111	0
q.	( 0.0% )	01,703			
_	Other Permanent Loan Fees	0			
r. s.	Letter of Credit	0	0	0	0
	Cost Certification Fee	20,000	0	20,000	0
t.	Accounting	60,000	0	60,000	0
u. v.	Title and Recording	49,877	0	49,877	0
	Legal Fees for Closing	160,000	0	60,000	0
W.	Mortgage Banker	100,000	0	0	0
X.	Tax Credit Fee	5,313	0		0
у. z.	Tenant Relocation	0		I	
	Fixtures, Furnitures and Equipment	10,000	0	10,000	0
aa. ab.	Organization Costs	10,000	U	10,000	U
ac.	Operating Reserve	345,000			
ac. ad.	Soft Costs Contingency	555,000			
	Security	0	0	0	0
ae. af.	Utilities	0	0	0	0
	Supportive Service Reserves	0			0
ag.	Supportive Service heserves	U			

### O. PROJECT BUDGET - OWNER COSTS

(1) Other*	specify: Consultant - LIHTC	25,000	0	25,000	0
(2) Other*	specify: Consultant - Planning	10,000	0	10,000	0
(3) Other*	specify: Inspections, Studies	22,222	0	22,222	0
(4) Other*	specify: Demo / Abatement	95,887	0	0	0
(5) Other *	specify: Berkadia	15,000	0	0	0
(6) Other*	specify: Trustee	5,000	0	0	0
(7) Other*	specify: Freddie Mac App Fee	6,177	0	6,177	0
(8) Other*	specify: Forward Commitment	123,530	0	0	0
(9) Other*	specify:	0	0	0	0
		_			
Owner Co	osts Subtotal (Sum 2A2(10))	\$3,090,529	\$0	\$1,380,466	\$0
Subtotal 1 + 2		\$13,890,529	\$0	\$12,180,466	\$0
(Owner + Cont	(Owner + Contractor Costs)				
3. Developer's Fo	ees	1,603,166	0	1,603,166	0
4. Owner's Acqu	isition Costs				
Land		774,041			
Existing Impro	vements	0	0		
Subtotal 4:		\$774,041	\$0		
5. Total Develop	ment Costs				
Subtotal 1+2+3	3+4:	\$16,267,736	\$0	\$13,783,632	\$0

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

(Provide documentation at **Tab E**) \$0 **Land Building** 

Maximum Developer Fee: \$1,603,166

Proposed Development's Cost per Sq Foot \$310 Meets Limits

Applicable Cost Limit by Square Foot: \$344

Proposed Development's Cost per Unit \$258,228 Meets Limits

Applicable Cost Limit per Unit: \$331,194

### P. ELIGIBLE BASIS CALCULATION

			f Cost up to 100% IncasisUse Applicable (	
ltem	(A) Cost	"30 % Present	Value Credit" (C) Rehab/ New Construction	(D) "70 % Present Value Credit"
Total Development Costs	16,267,736		13,783,632	
2. Reductions in Eligible Basis	<u> </u>			
a. Amount of federal grant(s) used to qualifying development costs	o finance	0	0	C
b. Amount of nonqualified, nonreco	urse financing	0	0	0
c. Costs of nonqualifying units of hig (or excess portion thereof)	ther quality	0	0	0
d. Historic Tax Credit (residential po	rtion)	0	0	) (
3. Total Eligible Basis (1 - 2 above)		0	13,783,632	
4. Adjustment(s) to Eligible Basis (For r	non-acquisition costs i	n eligible basis)		
a. For QCT or DDA (Eligible Basis x 30 State Designated Basis Boosts:	0%)		4,135,090	) (
b. For Revitalization or Supportive H c. For Green Certification (Eligible Ba		<b>∢30%)</b>	0	
Total Adjusted Eligible basis			17,918,722	
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	17,918,722	
7. Applicable Percentage		4.00%	4.00%	9.00%
Maximum Allowable Credit under II     (Qualified Basis x Applicable Percenta		\$0	\$716,749	\$0
(Must be same as BIN total and equa than credit amount allowed)		Comb	\$716,749 ned 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:

		Date of	Date of	Amount of	
	Source of Funds	Application	Commitment	Funds	Name of Contact Person
1.	Tax Exempt Bonds			\$8,900,000	
2.					
3.					
	Total Construction Funding:			\$8,900,000	

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

		Date of	( Date of	<i>Whole Numbers only)</i> Amount of	Annual Debt	Interest Rate of	Amortization Period	Term of Loan
	Source of Funds	Application	Commitment	Funds	Service Cost	Loan	IN YEARS	(years)
1.	Tax Exempt Bonds			\$6,330,000	\$422,718	6.09%	40	40
2.	VHTF		12/1/2024	\$2,000,000				
3.	HIEE		12/1/2024	\$1,080,000				
4.	Seller Note - Land			\$250,000				
5.								
6.								
7.								
8.								
9.								
10.								
	Total Permanent Funding:			\$9,660,000	\$422,718			

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

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

#### Q. SOURCES OF FUNDS

#### 4. Subsidized Funding

	<u> </u>		
		Date of	Amount of
Source of Funds		Commitment	Funds
1.	VHTF		\$2,000,000
2.	HIEE		\$1,080,000
3.			
4.			
5.			
	Total Subsidized Funding		\$3,080,000

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

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

#### **Below-Market Loans**

#### TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$8,900,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i	National Housing Trust Fund	\$0
j	Virginia Housing Trust Fund	\$2,000,000
k	Other:	\$1,080,000
	HIEE	
- 1	Other:	\$0

#### Market-Rate Loans

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

#### Grants\*

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

#### Grants

c.	State	
d.	Local	
e.	Other:	

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

# Q. SOURCES OF FUNDS

6. F		ransactions Using T For purposes of the application, the por tax-exempt funds is	50% <sup>-</sup> tion o	Γest, and baseα	d only on the da	ta entered to this			
<b>7.</b> S	iome	e of the developmer If <b>True</b> , list which fir		_				FALSE	
<b>8.</b> (	Othe a.	r Subsidies TRUE				entation (Tab Q) on the increase in	the value of th	e development	
	b.	FALSE		New project project base	-	from HUD or Rura	al Development	o <b>r</b> any other bi	nding federal
			0	Number of	New PBV Vouch	ers			
	c.	FALSE		Other					
<b>9.</b> A	A HU	D approval for trans	fer of	physical asset	is required		FALSE		

#### R. EQUITY

5. Net Equity Factor

#### 1. Equity Portion of Syndication Proceeds Attributable to Historic Tax Credit Amount of Federal historic credits \$0 x Equity \$ \$0.000 \$0 \$0.000 \$0 Amount of Virginia historic credits \$0 x Equity \$ Housing Opportunity Tax Credit Request (paired with 4% credit requests only) Amount of State HOTC \$0 \$0 x Equity \$ \$0.000 = Equity that Sponsor will Fund: c. i. Cash Investment \$0 \$0 ii. Contributed Land/Building \$515,371 iii. Deferred Developer Fee (Note: Deferred Developer Fee cannot be negative.) \$0 iv. 45L Credit Equity Other: \$0 v 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** \$515,371 2. Equity Gap Calculation **Total Development Cost** \$16,267,736 a. Total of Permanent Funding, Grants and Equity b. \$10,175,371 \$6,092,365 c. **Equity Gap** d. **Developer Equity** \$610 Equity gap to be funded with low-income tax credit proceeds \$6,091,755 3. Syndication Information (If Applicable) Actual or Anticipated Name of Syndicator: **R4** Capital **Paul Connolly** Phone: 617-502-5948 Contact Person: Street Address: 155 Federal Street, Suite 1400 City: Boston State: Massachusetts Zip: 02110 Syndication Equity **Anticipated Annual Credits** \$716,749.00 i. ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit) \$0.850 Percent of ownership entity (e.g., 99% or 99.9%) 99.99000% \$0 Syndication costs not included in Total Development Costs (e.g., advisory fees) iv. Net credit amount anticipated by user of credits \$716,677 ٧. vi. Total to be paid by anticipated users of credit (e.g., limited partners) \$6,091,755 Syndication: Action: Provide Syndicator's or Investor's signed Letter of Intent Select? c. Select? Investors: (Mandatory at Tab C) d. \$6,091,755 4. Net Syndication Amount Which will be used to pay for Total Development Costs

Must be equal to or greater than 85%, unless the applicant has an approved waiver

84.9999684188%

#### 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	_	\$16,267,736
2. Less Total of Permanent Funding, Grants and Equity	- <u>-</u>	\$10,175,371
3. Equals Equity Gap	_	\$6,092,365
Divided by Net Equity Factor     (Percent of 10-year credit expected to be raised as equitions)	ty investment)	84.9999684188%
5. Equals Ten-Year Credit Amount Needed to Fund Gap	_	\$7,167,491
Divided by ten years	=	10
6. Equals Annual Tax Credit Required to Fund the Equity G		\$716,749
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$716,749
8. Requested Credit Amount	For 30% PV Credit: For 70% PV Credit:	\$716,749 \$0
Credit per LI Units \$11,945.8167 Credit per LI Bedroom \$11,945.8167		\$716,749

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 U	nite.			\$68,220
Total Worthly Kental Income for Limic of		300,220		
Plus Other Income Source (list):				
Equals Total Monthly Income:				\$68,220
Twelve Months		x1		
Equals Annual Gross Potential Income		\$818,64		
Less Vacancy Allowance	7.0%			\$57,30
<b>Equals Annual Effective Gross Income (E</b>	GI) - Low Income Un	its		\$761,33

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

Plus Other Income Source (list):				
Equals Total Monthly Income:				
Twelve Months	x:			
Equals Annual Gross Potential Incom	9	:		
ess Vacancy Allowance	7.0%			
Equals Annual Effective Gross Incom	e (EGI) - Market Rate Units			

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

# 3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$761,335
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$761,335
d.	Total Expenses	\$276,985
e.	Net Operating Income	\$484,350
f.	Total Annual Debt Service	\$422,718
g.	Cash Flow Available for Distribution	\$61,632

#### 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	761,335	776,562	792,093	807,935	824,094
Less Oper. Expenses	276,985	285,295	293,853	302,669	311,749
Net Income	484,350	491,267	498,240	505,266	512,345
Less Debt Service	422,718	422,718	422,718	422,718	422,718
Cash Flow	61,632	68,549	75,522	82,548	89,627
Debt Coverage Ratio	1.15	1.16	1.18	1.20	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	840,576	857,387	874,535	892,026	909,866
Less Oper. Expenses	321,102	330,735	340,657	350,876	361,403
Net Income	519,474	526,653	533,878	541,149	548,463
Less Debt Service	422,718	422,718	422,718	422,718	422,718
Cash Flow	96,756	103,935	111,160	118,431	125,745
Debt Coverage Ratio	1.23	1.25	1.26	1.28	1.30

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	928,063	946,625	965,557	984,868	1,004,566
Less Oper. Expenses	372,245	383,412	394,914	406,762	418,965
Net Income	555,819	563,213	570,643	578,106	585,601
Less Debt Service	422,718	422,718	422,718	422,718	422,718
Cash Flow	133,101	140,495	147,925	155,388	162,883
Debt Coverage Ratio	1.31	1.33	1.35	1.37	1.39

Estimated Annual Percentage Increase in Revenue
Estimated Annual Percentage Increase in Expenses

2.00% (Must be < 2%) 3.00% (Must be > 3%) 2025 Low-Income Housing Tax Credit Application For Reservation v.2025.3 **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 FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID Please help us with the process: 30% Present Value 30% Present Value DO NOT use the CUT feature Credit for Acquisition Credit for Rehab / New Construction 70% Present Value Credit DO NOT SKIP LINES BETWEEN BUILDINGS Actual or Actual or Actual or TAX MARKET Estimate Anticipated Estimate Anticipated Estimate Anticipated City BIN CREDIT RATE Street Address 1 Street State Zip Qualified In-Service Applicable Credit In-Service Applicable Credit In-Service Applicable Credit UNITS Address 2 Basis Date Percentage Basis Date Percentage Basis Date Percentage Amount 60 14001 Hull Street 23224 \$0 \$17,918,722 10/01/26 \$716,749 \$0 Richmond VA 4.00% 0 \$0 Ś0 \$0 \$0 23 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Ś0 Ś0 \$0 29 \$0 \$0 \$0

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

Totals from all buildings

\$0
\$17,918,722
\$0
\$716,749

\$0

\$0

\$0

\$0

Number of BINS: 1

33

60

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

\$0

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.

- 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:		
By:		
By: Its:		
	(Title)	

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, cost damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arisi of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation re and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith
- 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 he 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 reser 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 t law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issue
- 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 the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations rela 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 substitut 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.
- that reservations of credits are not transferable without prior written approval by Virginia Housing at its sol discretion.

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 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 Credi 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 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.

By:
Its:

Legal Name of Owner 1400 Hull Owner, LLC

a Virginia limited liability company

TC Application Version 2025-1 1400 Hull Street 1-13-25 To KH v2.xlsx

Owner Stmt, printed 2

(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: Virginia License#: Architecture Firm or Company:		
By:		
Its:	(Title)	

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

#### V. STATEMENT OF ARCHITECT

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

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

**Legal Name of Architect:** 

Virginia License#:

**Architecture Firm or Company:** 

Walter Parks

7463

Walter Parks, Architects, PLLC

Bv:

Its:

**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:	1401 - 1407 Hull Street

Name of Applicant (entity):

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

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

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

# Accordingly, I hereby certify the following:

- All the statements made within this Certification are true, complete and correct to the
  best of my knowledge and belief and are made in good faith, including the data contained in
  Schedule A and any statements attached to this certification, and I will immediately alert
  Virginia Housing should I become aware of any information prior to the application deadline
  which may render my statements herein false or misleading.
- 2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
- 3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
- 4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
- 5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
- 6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
- 7. None of the Participants 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. Virginia Housing | Federal Housing Credit Manual 100

- 8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
- 9. None of the Participants have defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
- 10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
- 11. None of the Participants participate in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
- 12. None of the Participants have been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
- 13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
- 14. No Participants are currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
- 15. 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, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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

Signature	_
Printed Name	
Date (no more than 30 days prior to submission of the Application	

#### V. Previous Participation Certification

**Development Name:** 1401-1407 Hull Street

Name of Applicant (entit 1400 Hull Owner, LLC

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

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

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

### Accordingly, I hereby certify the following:

- 1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
- 2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
- 3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
- 4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
- 5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
- 6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
- 7. None of the Participants 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. Virginia Housing | Federal Housing Credit Manual 100

- 8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
- 9. None of the Participants have defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
- 10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
- 11. None of the Participants participate in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
- 12. None of the Participants have been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
- 13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
- 14. No Participants are currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
- 15. 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, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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

Jigilatui

**Printed Name** 

1.14.2025

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

Development Name:	1401 - 1407 Hull Street
-------------------	-------------------------

Name of Applicant: 1400 Hull Owner LLC

Principals' Name: Thomas W. Papa

				Ownership	CGP or "Named" Managing Member	Total Develop-	Total Low Income	Placed in		Uncorrected 8823s? If Y,
#	Development Name	Location	Ownership Entity	Entity Phone				Service Date	Date	Explain at Tab D
1.	Carlton Views I	Charlottesville	Carlton Views I, LLC	804-920-5435	Υ	54	54	12/9/2016	8/14/2017	N
2.	Carlton Views III	Charlottesville	Carlton Views III, LLC	804-205-1183	Υ	44	44	9/15/2021	11/23/2022	N
3.	New Manchester Flats IX	Richmond	New Manchester Flats IX Multifamily, LLC	804-920-5435	Υ	41	41	12/31/2009	11/23/2010	N
4.	Miller Lofts-500 Stockton St.	Richmond	Miller I&II, LLC	804-920-5435	Υ	104	104	11/24/2014	6/6/2017	N
5.	Miller Lofts-510 Decatur St.	Richmond	Mill Lofts I&II, LLC	804-920-5435	Υ	93	93	5/20/2015	6/6/2017	N
6.	New Manchester Flats VI	Richmond	New Manchester Flats VI Multifamily, LLC	804-920-5435	Υ	127	127	In developmen	t	n/a
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
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<sup>\*</sup> Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

#### W.

# **LIHTC SELF SCORE SHEET**

#### **Self Scoring Process**

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

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

MANDATORY ITEMS:	Included		Score
a. Signed, completed application with attached tabs in PDF format	Υ	Y or N	0
b. Active Excel copy of application	Υ	Y or N	0
c. Partnership agreement	Υ	Y or N	0
d. SCC Certification	Υ	Y or N	0
e. Previous participation form	Υ	Y or N	0
f. Site control document	Υ	Y or N	0
g. RESNET Certification	Υ	Y or N	0
h. Attorney's opinion	Υ	Y or N	0
i. Nonprofit questionnaire (if applicable)	Υ	Y, N, N/A	0
j. Appraisal	Υ	Y or N	0
k. Zoning document	Υ	Y or N	0
I. Universal Design Plans	Υ	Y or N	0
m. List of LIHTC Developments (Schedule A)	Υ	Y or N	0
Total:		•	0.00
4 DEADINIECC			
1. READINESS:	V	0	0.00
a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Υ	0 to 10	10.00
d. Location in a revitalization area based on Qualified Census Tract	Υ	0 or 10	10.00
or e. Location in a revitalization area with resolution or by locality	N	0 or 15	0.00
or f. Location in a Opportunity Zone	N	0 or 15	0.00
g. Location in a Medium to High level Economic Development Jurisdiction	N	0 or 5	0.00
h. Location on land owned by Tribal Nation	N	0 or 15	0.00
Total:			20.00
2. HOUSING NEEDS CHARACTERISTICS:			
a. Sec 8 or PHA waiting list preference	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	18.93%	Up to 60	37.87
	Υ	0 or 5	5.00
<ul> <li>d. Tax abatement on increase of property's value</li> <li>e. New project based rental subsidy) in Northern Virginia or New Construction pool</li> </ul>	r N		0.00
		up to 40	
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Υ	Up to 20	20.00
Total:			62.87

200 Point Threshold - Tax Exempt Bonds

3. DEVELOPMENT CHARACTERISTICS:					
a. Enhancements (See calculations below)				38.00	
b. <removed 2025="" for=""></removed>				0.00	
c. HUD 504 accessibility for 10% of units		N	0 or 20	0.00	
d. Proximity to public transportation		Y10	0, 10 or 20	10.00	
e. Development will be Green Certified		Υ	0 or 10	10.00	
f. Units constructed to meet Virginia Housing's Universal Design standards		0%	Up to 15	0.00	
g. Developments with less than 100 low income units		Υ	up to 20	16.00	
h. Historic Structure eligible for Historic Rehab Credits		N	0 or 5	0.00	
i. Meets Target Population Development Characteristics		Υ	0 or 10	10.00	
	Total:			84.00	
	_				
4. TENANT POPULATION CHARACTERISTICS: Locality AMI State AMI					
\$110,300 \$73,300					
a. Less than or equal to 20% of units having 1 or less bedrooms		N	0 or 15	0.00	
b. <plus> Percent of Low Income units with 3 or more bedrooms</plus>		0.00%	Up to 15	0.00	
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of	f LI units)	0.00%	Up to 10	0.00	
d. Units with rents at or below 40% of AMI (up to 10% of LI units)		0.00%	Up to 10	0.00	
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI		0.00%	Up to 50	0.00	
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of	AMI	0.00%	Up to 25	0.00	
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI		0.00%	Up to 50	0.00	
	Total:			0.00	
5. SPONSOR CHARACTERISTICS:					
a. Socially Disadvantaged Principal owner 25% or greater		N	0 or 30	0.00	
b. Veteran Small Business Principal owner 25% or greater			0 or 30	0.00	
c. Developer experience - uncorrected life threatening hazard			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 occurence)  0 0 or -50 per in					
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:			0.00	
6. EFFICIENT USE OF RESOURCES:					
a. Credit per unit	Takal.		Up to 100	44.50	
	Total:			44.50	
7. BONUS POINTS:					
a. Extended Use Restriction beyond 15 year compliance period	15	Years	40 or 70	0.00	
or b. Nonprofit or LHA purchase option/ ROFR	13	N	0 or 60	0.00	
or c. Nonprofit or LHA Home Ownership option		N	0 or 5	0.00	
d. Combined 9% and 4% Tax Exempt Bond Site Plan		N	Up to 30	0.00	
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool		N	0 or 10	0.00	
f. Team member with Diversity, Equity and Inclusion Designation		N	up to 10	0.00	
g. Team member with Veteran Owned Small Business Certification		N	up to 10	0.00	
h. Commitment to electronic payment of fees		Υ	0 or 5	5.00	
i. Zero Ready or Passive House certification from prior allocation		N	0 or 20	0.00	
	Total:			5.00	
200 Peter Threehold all 00/ Tex Condition		TOTA: 000	.D.F	246.25	
300 Point Threshold - all 9% Tax Credits		TOTAL SCO	IKE:	216.37	

Enhancements:		
All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	32.00
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	0.00
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 Certfication)	3	0.00
h. Rehab only: Infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	0.00
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
I. Provides Permanently installed dehumidification system	5	0.00
m. All interior doors within units are solid core	3	0.00
n. Installation of Renewable Energy Electric system	10	0.00
o. New Construction: Balcony or patio	4	0.00
	:	
		38.00
All elderly units have:		0.00
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
		0.00

**Total amenities:** 

38.00

# **Development Summary**

Summary Information

**Allocation Type:** 

Project Gross Sq Ft:

2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name: 1401 - 1407 Hull Street

**Cycle Type:** 4% Tax Exempt Bonds Credits

50,031.00

Fax Exempt Bonds Credits Requested Credit Amount: \$716,749

Urisdiction: Richmond City

Total Units 60 Total LI Units 60 Population Target: General

Owner Contact: Alex McGlothlin

Green Certified? TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$9,660,000	\$161,000	\$193	\$422,718
Grants	\$0	\$0		
Subsidized Funding	\$3,080,000	\$51,333		

Uses of Funds - Actual Costs						
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC		
Improvements	\$9,632,900	\$160,548	\$193	59.21%		
General Req/Overhead/Profit	\$1,143,380	\$19,056	\$23	7.03%		
Other Contract Costs	\$23,720	\$395	\$0	0.15%		
Owner Costs	\$3,090,529	\$51,509	\$62	19.00%		
Acquisition	\$774,041	\$12,901	\$15	4.76%		
Developer Fee	\$1,603,166	\$26,719	\$32	9.85%		

**Total Uses** \$16,267,736 \$271,129

Income				
Gross Potential Income - LI Units \$818,640				
Gross Potential Income - Mkt Units				
Subtotal \$818,640				
Less Vacancy % 7.00% \$57,305				
Effective Gross Income \$761,335				

Rental Assistance? FALSE

Expenses				
Category	Total	Per Unit		
Administrative	\$150,600	\$2,510		
Utilities	\$18,140	\$302		
Operating & Maintenance	\$58,603	\$977		
Taxes & Insurance	\$34,642	\$577		
Total Operating Expenses	\$261,985	\$4,366		
Replacement Reserves	\$15,000	\$250		
Total Expenses	\$276,985	\$4,616		

Cash Flow	
EGI	\$761,335
Total Expenses	\$276,985
Net Income	\$484,350
Debt Service	\$422,718
Debt Coverage Ratio (YR1):	1.15

Total Development Costs

**Total Score** 

216.37

Total Improvements	\$13,890,529
Land Acquisition	\$774,041
Developer Fee	\$1,603,166

Total Development Costs \$16,267,736

Proposed Cost Limit/Sq Ft: \$310
Applicable Cost Limit/Sq Ft: \$344
Proposed Cost Limit/Unit: \$258,228
Applicable Cost Limit/Unit: \$331,194

Unit Breakdown					
Supp Hsg	0				
# of Eff	0				
# of 1BR	60				
# of 2BR	0				
# of 3BR	0				
# of 4+ BR	0				
Total Units	60				

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

Income Averaging? FALSE

Extended Use Restriction? 30

#### Y. Efficient Use of Resources

# **Credit Points (updated in 2025):**

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%) x 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	\$716,749	
Credit Requested	\$716,749	
% of Savings	0.00%	
Sliding Scale Points	44.5	

Development Name:	1401 - 1407 Hull Street
-------------------	-------------------------

Name of Applicant: 1400 Hull Owner

Principals' Name: Walter G. Parks, Jr.

				Ownership	Managing Member	Develop-			8609 Issued	Uncorrected 8823s? If Y,
	Development Name	Location			at the time of deal?	ment Units	Units	Service Date		Explain at Tab D
		Richmond		804-230-0059	Υ	135	135	12/31/2018	6/26/2020	N
2.	AT Artisan	Richmond	AT Artisan, LLC	804-230-0059	N	147	117	3/9/2022	5/17/2024	N
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Development Name:	1401 - 1407 Hull Street
Name of Applicant:	
Principals' Name:	

B   Development Name		T	T.	T T T T T T T T T T T T T T T T T T T	T	I			1		
Development Name						CGP or "Named"	Total	Total Low			Uncorrected
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2       3.       4.       5.       6.       7.       7.       7.       7.       8.       9.			Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
3.       4.         4.       5.         5.       6.         7.       8.         8.       9.         10.       11.         11.       12.         13.       14.         14.       15.         15.       16.         17.       18.         18.       19.         20.       21.         21.       22.         23.       24.         24.       25.         26.       27.         28.       29.         30.       31.         31.       32.											
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6.       7.         7.       8.         9.       9.         10.       9.         11.       12.         13.       9.         14.       14.         15.       16.         17.       18.         19.       19.         20.       19.         21.       10.         22.       10.         23.       10.         24.       10.         25.       10.         26.       10.         27.       10.         28.       10.         30.       10.         31.       10.         32.       10.											
7.       8.         9.       10.         10.       11.         11.       12.         13.       14.         15.       15.         16.       16.         17.       18.         19.       10.         20.       10.         21.       12.         22.       12.         23.       12.         24.       12.         25.       12.         26.       12.         27.       12.         28.       12.         29.       12.         30.       31.         31.       32.											
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Development Name:	1401 - 1407 Hull Street
Name of Applicant:	
Principals' Name:	

					CGP or "Named"	Total	Total Low			Uncorrected
				Ownership	Managing Member	Develop-	Income	Placed in	8609 Issued	8823s? If Y,
#	Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
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					CGP or "Named"	Total	Total Low			Uncorrected
				Ownership	Managing Member	Develop-	Income	Placed in	8609 Issued	8823s? If Y,
#	Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
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Development Name:	1401 - 1407 Hull Street
Name of Applicant:	
Principals' Name:	

					CGP or "Named"	Total	Total Low			Uncorrected
				Ownership	Managing Member	Develop-	Income	Placed in	8609 Issued	8823s? If Y,
#	Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
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# Tab A:

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

# operating agreement of 1400 HULL OWNER, LLC, a Virginia limited liability company

This Operating Agreement ("Agreement") of 1400 Hull Owner, LLC, a Virginia limited liability company (the "Company"), is made as of May 20, 2024 ("Effective Date") by 1400 Hull MM, LLC as the sole "Member" and "Manager" of the Company.

WHEREAS, the Company has only one Member; and

WHEREAS, it is the desire of the Company and its sole Member to enter into an agreement for the operation of the Company by its Manager;

NOW THEREFORE, the Company and its sole Member hereby covenant and agree as follows:

#### ARTICLE I FORMATION AND PURPOSE

#### **1.01 Formation**. The Member:

- (a) acknowledges the formation of the Company as a limited liability company pursuant to the Virginia Limited Liability Company Act, as amended from time to time (the "Act"), by virtue of Articles of Organization filed with the Virginia State Corporation Commission effective as of May 20, 2024;
- (b) confirms and declares his status as the sole Member of the Company upon the terms and conditions set forth in this Agreement; and
- (c) executes and adopts this Agreement as an Operating Agreement of the Company pursuant to § 13.1-1023 of the Act.
- **1.02** Name. The name of the Company shall be 1400 Hull Owner, LLC.
- 1.03 Governing Law. This Agreement and all questions with respect to the rights and obligations of the Member, the construction, enforcement, and interpretation hereof and the formation, administration, and termination of the Company shall be governed by the Act and other applicable laws of the Commonwealth of Virginia, without reference to the choice of law provisions of any jurisdiction.

- **1.04 Defined Terms.** Except when the context may otherwise require, each capitalized term used in this Agreement shall have the meaning specified in the Section where such capitalized term is defined.
- **1.05 Purposes.** The Company has been formed to transact any lawful business not required to be stated specifically in this Agreement and for which limited liability companies may be formed under the Act.

### ARTICLE II MEMBERS

- **2.01 Member**. The Member of the Company is 1400 Hull Owner MM, LLC whose address is 7 E. 2nd Street, Richmond, Virginia 23224.
- **2.02 Membership Interests.** By executing this Agreement, the Member subscribes for, and the Company issues to the Member, a 100% ownership interest in the Company, hereinafter referred to generally as an "Interest" or "Membership Interest."

### ARTICLE III MANAGEMENT

**3.01 Management**. The property, affairs and business of the Company shall be under the direction of and managed exclusively by one (1) "Manager". Except as otherwise expressly provided by law, the Company's Articles of Organization or this Agreement, all of the powers of the Company shall be vested exclusively in the Manager.

The initial Manager shall serve until his death or withdrawal from the Company. At such time, any existing or new Members may elect a new Manager through vote of the Members then owning more than 50% in Membership Interests (a "Majority") or choose instead to govern through Majority rule. The Manager shall have the complete power and authority to make all decisions of the Company. No person dealing with the Company shall be required to inquire into the authority of the Manager to take any action or to make any decision.

- **3.02 Limitation on Liability**. A Member shall not be liable, responsible, or accountable to the Company or any other Member in damages or otherwise for any acts, or for any failure to act, performed or omitted unless illegal.
- **3.03** Reimbursement and Indemnification. The Company shall bear all expenses incurred with respect to the organization, operation, and management of the Company. The Member intends that only the assets of the Company be exposed for the liabilities of the Company pursuant to the Act.

### ARTICLE IV TERM AND TERMINATION OF THE COMPANY

- **4.01 Term of the Company**. The term of the Company shall commence upon the date of this Agreement and shall continue in perpetuity, unless sooner terminated as provided in this Agreement.
- **4.02 Events of Dissolution**. The Company shall be dissolved upon the occurrence of the following events:
  - (a) The determination in writing of the Member to dissolve the Company;
- (b) Except upon the Member's (including any substitute Member) determination to continue the business of the Company within six months of the following events, in which case the Company shall not be dissolved and the Company and the business of the Company shall be continued:
  - (i) The sale, transfer, or other disposition of substantially all of the non-cash assets of the Company (other than debt instruments);
  - (ii) The adjudication of the Company as insolvent, or the entry of any order of relief with respect to the Company, under any applicable insolvency or bankruptcy laws, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within 90 days), or the filing against the Company of a petition for reorganization under the Federal Bankruptcy Code or any state statute (which is not dismissed within 90 days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent or entitled to relief under any provisions of the Federal Bankruptcy Code (or any state insolvency statute), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian or sequestrator if such receiver, trustee, custodian or sequestrator is not dismissed within 90 days;
  - (iii) The dissolution or bankruptcy (which shall mean being the subject of an order for relief under Title 11 of the United States Code) of the Member, or occurrence of any other event that terminates the continued membership of any Member in the Company;
  - (iv) When so required in accordance with other provisions of this Agreement; or
  - (v) As otherwise required by the Act.
- **4.03** Conclusion of Affairs. Upon the dissolution of the Company for any reason, if the Company is not continued as permitted by this Agreement, the Member shall proceed promptly to wind up the affairs of the Company.

**4.04 Termination.** Upon completion of the winding up of the Company and the distribution of all Company assets, the Company shall terminate, and the Member shall execute and record a Certificate of Cancellation of the Company, as well as any and all other documents required to effectuate the dissolution and termination of the Company.

## ARTICLE V TRANSFERS AND THE ADDITION, SUBSTITUTION AND WITHDRAWAL OF A MEMBER

- **5.01 Restrictions on Transfers**. A Member may transfer all or a portion of his or its Interest. If he or it transfers part of his or its Interest so that the Company has more than one Member, the Company shall elect to be treated as a partnership for federal and state income tax purposes unless all Members agree otherwise. The Members will cooperate with, and execute all documents necessary for, such election. The Members will also cooperate in good faith to amend and restate this Agreement as an Operating Agreement for the Company.
- **5.02** Additional Members. No new Members shall be entitled to any retroactive allocation of income, losses, or expense deductions the Company incurs. The Manager may, at his option, at the time a new Member is admitted, close the Company's books (as though the Company's tax year had ended) or make pro rata allocations of income, loss, and expense deductions to a new Member for that portion of the Company's tax year in which the new Member was admitted in accordance with the provisions of Code Section 706(d) and the regulations thereunder.
- **5.03 Single Member**. While the Company has only one Member, it and its Member will elect to have the Company ignored for federal and state income tax purposes or refrain from making a contrary election.

#### ARTICLE VI ADMINISTRATIVE PROVISIONS

#### 6.01 Office and Registered Agent.

- (a) The initial principal place of business and principal office of the Company shall be 7 E. 2<sup>nd</sup> Street, Richmond, Virginia 23224. The Company may relocate the principal place of business and principal office and have such additional offices as the Manager may deem advisable.
- (b) The name and address of the registered agent for purposes of the Act is Michael A. McGlothlin, whose business address is 7 E. 2<sup>nd</sup> Street, Richmond, Virginia 23224, and who is a member of the Virginia State Bar and a resident of Virginia. The Manager may at any time change the location of the principal office or registered agent.

- 6.02 Bank Accounts. The Manager may, from time to time, open bank accounts in the name of the Company, and the Manager shall be the sole signatory thereon, unless the Manager determines otherwise. Funds of the Company shall be deposited in such account or accounts as the Manager shall determine. Funds may be withdrawn from such accounts only for bona fide and legitimate Company purposes and may from time to time be invested in such securities, money market funds, certificates of deposit, or other liquid assets as the Manager deems appropriate. The Manager shall not be accountable or liable for any loss of Company funds resulting from failure or insolvency of the depository institution, so long as the deposit of such funds was in compliance with this Agreement.
- **6.03 Books and Records**. At all times during the term of the Company, the Manager shall keep, or cause to be kept, full and accurate books of account, records, and supporting documents, which shall reflect, completely, accurately, and in reasonable detail, each transaction of the Company (including, without limitation, transactions with the Member or affiliates). The books of account shall be maintained and tax returns prepared and filed based on the method of accounting the Manager determines. The books of account, records, and all documents and other writings of the Company shall be kept and maintained at the principal office of the Company. The Manager shall cause the Company to keep at its principal office all books and records required to be maintained by the Act and the other laws of the Commonwealth of Virginia.

#### ARTICLE VII MISCELLANEOUS

- **7.01 Interpretation.** Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine, or neuter forms. The singular form of nouns, pronouns, and verbs shall include the plural, and vice versa.
- **7.02 Severability**. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions hereof are determined to be invalid, such invalidity shall not impair the operation of, or affect, those portions of this Agreement which are valid, and this Agreement shall remain in full force and effect and shall be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been omitted.
- **7.03 Burden and Benefit Upon Successors**. Except as expressly otherwise provided herein, this Agreement is binding upon and inures to the benefit of, the Member and its successors and permitted assigns.
- **7.04** Third Parties. The agreements, covenants, and representations contained in this Agreement are for the benefit of the Member and are not for the benefit of any third parties, including, without limitation, any creditors of the Company or of the Member.
- **7.05 Section Headings**. Section titles or captions contained in this Agreement are inserted as a matter of convenience and for reference only and shall not be construed in any way to define, limit or extend or describe the scope of this Agreement or the intention of the provisions thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the Effective Date.

1400 HULL MM, LLC, a Virginia limited liability company

Name: Walter Parks

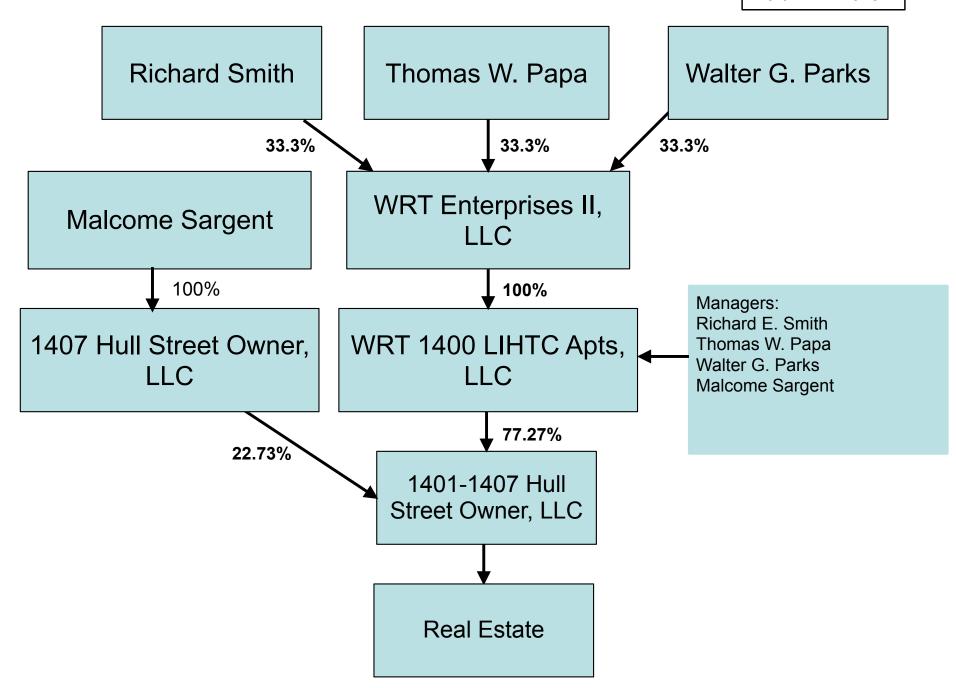
Its: Authorized Signatory

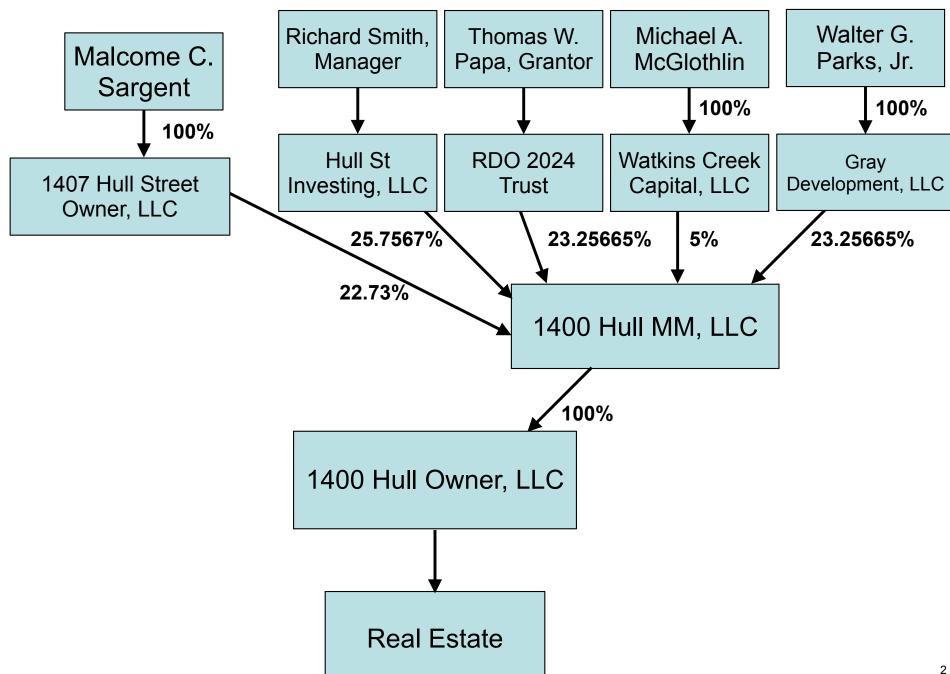
[Signature Page to Operating Agreement of 1400 Hull Owner, LLC]

### 1401-1407 Hull Street

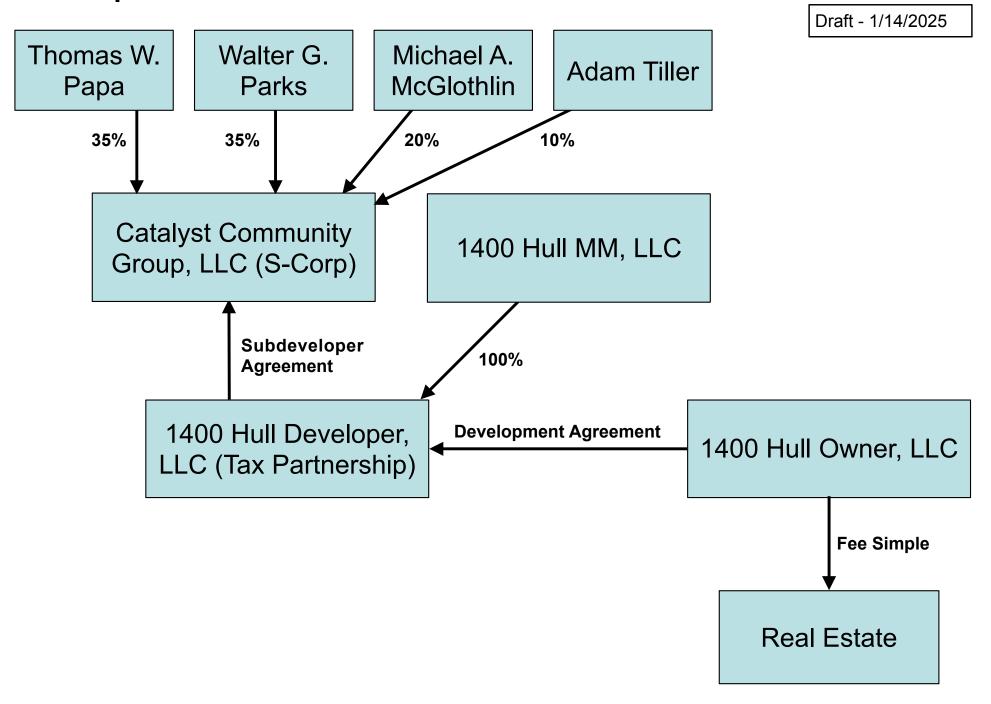
**Current Seller Organizational Structure** 

Draft - 1/14/2025





### **Developer**



## Tab B:

Virginia State Corporation Commission Certification (MANDATORY)

Commonwealth of Virginia State Corporation Commission

Office of the Clerk
Entity ID: 11699766
Filing Number: 2405207242125
Filing Date/Time: 05/20/2024 03:22 PM
Effective Date/Time: 05/20/2024 03:22 PM

#### **Limited Liability Company - Articles of Organization**

**Entity Information** 

Entity Name: 1400 Hull Owner, LLC Entity Type: Limited Liability Company

**Business Type** 

Industry Code: 0 - General

**Duration** 

Perpetual(forever)

**Registered Agent Information** 

RA Type: An Individual who is a resident of Virginia Locality: RICHMOND CITY

RA Qualification: Member of the Virginia State Bar

Name: MIchael A. McGlothlin Email Address: N/A

The company's registered office address, including the street and number, if any, which is identical to the business

office of the registered agent, is:

Registered Office 7 E 2nd St, Richmond, VA,

Contact Number: N/A Address: 23224 - 4253, USA

**Principal Office Address** 

Fountainhead Development, 7 E 2nd St, Richmond, VA, 23224 - 4253, USA Address:

**Principal Information** 

Management Structure: N/A

**Signature Information** 

Date Signed: 05/20/2024

Executed in the name of the limited liability company by:

**Printed Name Signature** Title

Michael A. McGlothlin Michael A. McGlothlin Organizer

### COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

AT RICHMOND, MAY 20, 2024

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

#### 1400 Hull Owner, LLC

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

#### CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective May 20, 2024.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

and 7. Zom/

Βv

Samuel T. Towell Commissioner

## Commonwealth of Hirginia



## State Corporation Commission

#### CERTIFICATE OF FACT

1 Certify the Following from the Records of the Commission:

That 1400 Hull Owner, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on May 20, 2024; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

January 6, 2025

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER: 2025010621231938

## Tab C:

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



December 16, 2024

Catalyst Community Group c/o McGlothlin Legal, PLLC Attn: Alex McGlothlin 7 East Second Street, Suite 209 Richmond, VA 23224

RE: 1400 BLOCK HULL (the "Project")

Dear Mr. McGlothlin:

Thank you for sending the information on the 1400 Block Hull transaction. We have reviewed the development proposal, find it feasible and would be very interested in pursuing an investment in this 60-unit community. We are always seeking to acquire equity interests in quality tax credit projects. R4 Capital is a nationwide, full-service Section 42 Housing Credit investment and asset management firm whose senior executives have been responsible for the origination, underwriting and management of more than \$12 billion of Housing Credit investments for more than 100 corporate investors. We are a consistent long-term equity source with flexible, competitive transaction terms.

Based on the information submitted, we expect a Credit price of approximately \$0.85 per dollar of Federal Credits available to the Project. The total capital contribution (net equity) based on a 99.99% interest in the estimated annual Federal Credits of \$795,129 would be approximately \$6,758,597.

We look forward to working with you on this and other projects.

Very truly yours,

R4 CAPITAL LLC

Bv:

Name: Paul Connolly Title: Managing Director

## Tab D:

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

## Tab E:

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

#### **CONTRACT OF SALE**

THIS CONTRACT OF SALE (this "Contract") is made this <u>1</u> day of <u>November 2024</u> ("Effective Date"), between **1401-1407 Hull Street Owner**, **LLC**, a Virginia limited liability company ("Seller"), and **1400 Hull Owner**, **LLC**, a Virginia limited liability company ("Buyer").

WITNESSETH, that Seller hereby agrees to convey to Buyer and Buyer hereby agrees to purchase from Seller, on the terms provided herein, the following property (the "Property"), to-wit: the land, improvements and personal property necessary for the operation thereof, on approximately 0.2552 acres located at 1401-1407 Hull Street, Richmond, Virginia 23224 (Tax Map ID # S0000152016 & S0000153018), for the sum of **Eight Hundred Thousand Dollars and 00/100 Cents (\$800,000.00)** ("Purchase Price"), payable either: (a) in all cash, (b) in the form a promissory note, or (c) a mix of cash and a promissory note on the Closing Date, at the election of the Buyer.

This transaction shall close ("Closing") on or prior to June 30, 2025 ("Closing Date") at the office of Buyer's attorney ("Escrow Agent"); provided, that Seller and Buyer shall proceed to Closing within five (5) days of Seller's receipt of written notice from the Buyer, informing Seller of its readiness to close. Buyer may extend the Closing Date for up to three (3) thirty (30) day periods on written notice, delivered to the Seller, of its intent to exercise such extension. Seller shall pay for the preparation of all other legal instruments conveying interests and rights in the Property, including but not limited to the special warranty deed ("Deed"). The Property taxes will be pro-rated between the parties at Closing. Seller shall pay the grantor's tax applicable to a real estate conveyance in fee simple as of the Closing Date. In addition to the foregoing, Seller shall also provide the following documents at Closing: (i) an owner's affidavit as to mechanics' liens and parties entitled to possession of the Property in form and substance reasonably satisfactory to Buyer's title insurer and to Buyer; and (ii) such other documents as may be reasonably requested by Buyer and/or Buyer's title insurer. Buyer covenants to pay for the preparation of all other documents and all other recording taxes and to accept and comply with the terms of said sale as herein set forth, provided the title to the Property is clear and insurable at regular rates by a title insurance company of Buyer's choosing.

Buyer shall deposit the sum of <u>One Hundred and 00/100 Dollars (\$100.00</u>) with Escrow Agent, within seven (7) days of full execution of this Contract, to bind the sale, which sum shall not bear interest but shall be refunded to Buyer if (i) the title is not clear, with such determination made in Buyer's sole discretion, (ii) if Seller defaults under this Contract, or (iii) if prior to the expiration of the Feasibility Period, Buyer, in its sole and absolute discretion, gives notice to Seller that it is not feasible for Buyer to purchase the Property. This sale is conditioned upon the improvements on the Property being in substantially the same condition on the Closing Date as the same are in on the Effective Date. Risk of loss or damage to the Property resulting from fire, casualty or condemnation by the power of eminent domain or deed in lieu thereof, or from any other cause, shall be the responsibility of Seller until settlement on the Closing Date. All rents, interest, taxes, insurance and other appropriate items shall be prorated as of the Closing Date and, following Closing, the Buyer shall be entitled to all rents and other income generated by the Property.

Seller represents and warrants that, as of the Effective Date and the Closing Date: (i) there are not any uncured violations of federal, state or municipal laws, ordinances, orders, regulations, or requirements, including but not limited to zoning, affecting any portion of the Property; (ii) Seller has good and marketable title in fee simple to the Property, (iii) Seller has the right, power and authority to enter into this Contract and to sell the Property in accordance with the terms and conditions hereof, and this Contract, and all of the documents executed by Seller which are to be delivered to Buyer at the Closing, when executed and delivered by Seller, will be valid and binding obligations of Seller in accordance with their respective terms, and do not and will not violate any provisions of any agreement to which Seller is a party or to which it is subject; (iv) Seller has not (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (d) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets; (v) Seller has not granted any options and Seller has not entered into any other contracts which are still outstanding and which give any other party a right to purchase or lease any interest in the Property or any part thereof, except as have been disclosed to the Purchaser in writing; (vi) to Seller's knowledge, there is no violation of any applicable building code, zoning code or environmental or other law or regulation affecting the Property. Seller hereby authorizes the Buyer and its agents to negotiate and settle with any third-parties, to its

reasonable satisfaction, any and all title issues and other matters affecting the Property.

**FEASIBILITY PERIOD:** Until April 30, 2025 (the "Feasibility Period"), Buyer shall have the right to enter onto the Property at reasonable times and conduct any and all feasibility studies, soil borings and analysis, utility location availability, environmental reports, zoning and land use studies, any other engineering or environmental studies, surveys and any and all other tests, lease studies or analysis, which, in Buyer's sole discretion, it determines are necessary in order to determine the feasibility of this transaction. Within three (3) business days of the Effective Date, the Seller will provide Buyer copies of all surveys, environmental studies, plats and the existing leases that are in Seller's possession. The Buyer will indemnify and hold the Seller harmless from any cost and liability, including reasonable attorney costs, from damages resulting from Buyer's inspections of the Property during the Feasibility Period; provided, that such damages arise from Buyer's gross negligence. In the event that Buyer determines, in its sole discretion, that the Property is not appropriate for development or its use in accordance with its intentions or if Buyer is unsatisfied for any reason with the results of any such tests, studies or analysis, then Buyer may, upon written notice to the Seller within the Feasibility Period, terminate this Contract, in which event this Contract shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party (except for the indemnity provided herein), and the Escrow Agent shall return the Deposit in full to the Buyer.

Buyer and Seller acknowledge that Escrow Agent's agents, employees, officers, independent contractors, salespersons, successors or assigns are not qualified to make, have not made and do not make, any representations or warranties, either expressed or implied, as to the condition of or title to the Property or any part thereof or any improvements thereon, the environmental condition of the Property, or any other matter related to the Property or any part thereof, Buyer hereby representing and warranting to Seller and Escrow Agent that Buyer has performed or intends to perform as much due diligence on the Property as Buyer deems necessary or desirable and that Buyer is not and will not rely on information provided to Buyer by Agents or their agents, employees, officers, independent contractors, salespersons, successors or assigns.

**BROKER.** Each party warrants that no brokers were the cause of bringing about this Contract and each party shall indemnify the other for any losses stemming from a breach of this warranty.

**CLOSING**. Seller agrees to deliver good and marketable title in fee simple to the Property to Buyer at Closing. The Closing shall consist of:

- (i) the execution and delivery of the Deed by Seller to the Escrow Agent, and each of the following documents and things: (a) a quitclaim conveyance, without recourse or warranty of any kind, included in the Deed executed by Seller, containing the metes and bounds description from the Survey, if any, and if requested by Buyer; (b) a Bill of Sale, Assignment and Assumption of leases, intangible personal property, and contracts (the "Assignment"), executed and acknowledged by Seller, vesting in Buyer, Seller's right, title and interest in and to the property described therein free of any claims; (c) such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the real property; (d) a Foreign Investment in Real Property Tax Act affidavit executed by Seller; (e) an executed affidavit or other document reasonably acceptable to the Escrow Agent in issuing the Owner's Policy without exception for possible lien claims of mechanics, laborers and materialmen or for parties in possession, as applicable; (f) Seller shall deliver to Escrow Agent such information, as is commercially reasonable, for Escrow Agent to obtain a payoff letter from any mortgagee of record, and Seller acknowledges and agrees that the closing proceeds will be applied to terminate any mortgage of record on the Property prior to any disbursement being made to Seller; (g) a closing statement setting forth the agreed upon allocation of closing costs, purchase proceeds, etc.; (h) such consents and authorizations as Buyer may reasonably deem necessary to evidence authorization of Seller for the sale of the Property, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by the Seller in connection with Closing.
- (ii) the delivery by Buyer to the Escrow Agent of the Purchase Price in cash, subject to prorations and other adjustments in accordance with the terms of the Contract; and
  - (iii) the disbursement by the Escrow Agent of the net sales proceeds to Seller.

At Closing, the Deposit shall be applied as part of the Purchase Price. The Escrow Agent shall prepare the settlement statement and provide copies for review and approval to Seller and Buyer in advance of Closing. The Closing shall be

held at the office of the Escrow Agent or such other place as the parties hereto may mutually agree, provided that physical attendance of the parties hereto is not required.

The representations, warranties and indemnities of Buyer and Seller under this Contract shall survive Closing and delivery of the deed or the termination of this Contract for any reason.

The Deed to the Property shall be fully-executed and recordable and delivered to Escrow Agent at Closing. Escrow Agent shall hold the Deed in escrow, which Deed shall not be deemed conveyed until Buyer delivers the Purchase Price to the Escrow Agent. On receipt of notice of satisfaction of the foregoing conditions, Escrow Agent shall confirm the Seller's fee simple title is consistent with the latest issued title commitment and, if it is so, immediately record the Deed with the Clerk of the Circuit Court of the City of Richmond, Virginia. Seller's notice address shall be: 1401-1407 Hull Street Owner, LLC, 5711 Greendale Road, Henrico, Virginia 23228, Attn: Malcome Sargeant.

BUYER'S CLOSING CONDITIONS. Buyer's obligations at Closing (including, but not limited to, the disbursement of the Purchase Price and documents) are subject to the issuance of a title commitment "marked down" through Closing, as well as the following being satisfied as of the Closing Date, failing which Buyer has the right to terminate this Contract with an immediate return to Buyer of the Deposit: (i) there shall have been no adverse change in title to or the condition of the Property; (ii) all representations and warranties of Seller made herein shall be true and correct as of the Closing Date, and Seller shall have taken all action and delivered all documents and materials required by this Contract; and (iii) as of the Closing Date, there shall be no litigation, proceeding or investigation pending related to the Property or Seller ("Buyer's Conditions").

MISCELLANEOUS. This Contract and the provisions hereof shall be binding upon and shall inure to the benefit of Seller, Buyer and Escrow Agent and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Contract constitutes the sole and entire agreement among the parties hereto and no modification of this Contract shall be binding unless in writing and signed by all parties hereto. This Contract supersedes all prior written or verbal communications among the parties. Buyer may assign its rights hereunder to an affiliated entity controlled by or under common control with Buyer; provided, however, that any such assignment shall not relieve Buyer of its obligations hereunder. This Contract may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals. Plural shall be substituted for singular and singular for plural wherever the context hereof so requires. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and represents the final understanding between Buyer, Seller and Escrow Agent with respect to the transaction described herein, there being no representations or agreements made by Seller, Buyer or Escrow Agent except those contained in this Contract. This Contract may not be modified or terminated unless in writing signed by Buyer and Seller.

EACH OF SELLER AND BUYER HAS (A) CAREFULLY READ AND REVIEWED THIS CONTRACT AND EACH TERM AND PROVISION CONTAINED HEREIN; (B) HAD AN OPPORTUNITY TO SEEK LEGAL ADVICE WITH RESPECT TO THIS CONTRACT; AND (C) NOT RELIED UPON ESCROW AGENT OR ITS AGENTS, EMPLOYEES, OFFICERS, INDEPENDENT CONTRACTORS, SALESPERSONS, SUCCESSORS OR ASSIGNS FOR ANY LEGAL ADVICE RELATING TO THE TERMS AND PROVISIONS OF THIS CONTRACT. BY EXECUTION OF THIS CONTRACT, EACH OF SELLER AND BUYER EVIDENCES ITS INFORMED AND VOLUNTARY CONSENT HERETO. SELLER AND BUYER HEREBY AGREE THAT, AT THE TIME THIS CONTRACT IS EXECUTED, THE TERMS OF THIS CONTRACT ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE(S) OF SELLER AND BUYER WITH RESPECT TO THE PROPERTY AND THE TRANSACTION DESCRIBED HEREIN.

[Signature Page Follows]

WITNESS the following signatures and seals as of the date first above written.

#### **SELLER:**

### **1401-1407 HULL STREET OWNER, LLC**, a Virginia limited liability company

#### **BUYER:**

#### 1400 HULL OWNER, LLC,

a Virginia limited liability company

Ву: \_\_\_\_\_\_

Name: Walter Parks\_\_\_\_\_

Title: Manager\_\_\_\_

[Signature Page to Contract of Sale]

#### Exhibit A

Legal Description of the Property

[See Attached]

#### 1401 Hull Street:

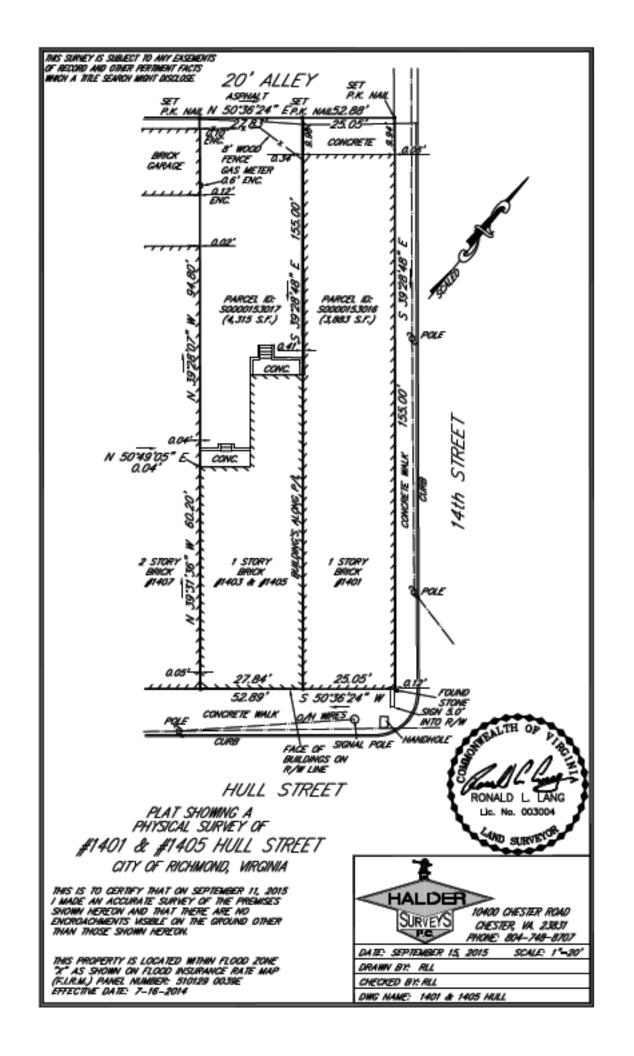
All that certain lot, piece or parcel of land, with the improvements thereon lying and being in the City of Richmond, Virginia, with the Street Number 1401 Hull Street, comprised of 0.188 acres, more or less, shown as "[NEW AREA] 0.188 ACRES, 8,199.35 SQ. FT." on plat dated November 6, 2019, entitled "CONSOLIDATION PLAT OF TWO TAX PARCELS BEING S000-0153/016 & S000-0153/017 CITY OF RICHMOND, VIRGINIA" made by Shadrach & Associates LLC, which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, with Deed of Gift and Consolidation as Instrument No. 190025097, to which plat reference is hereby made for a more particular description of the property hereby conveyed.

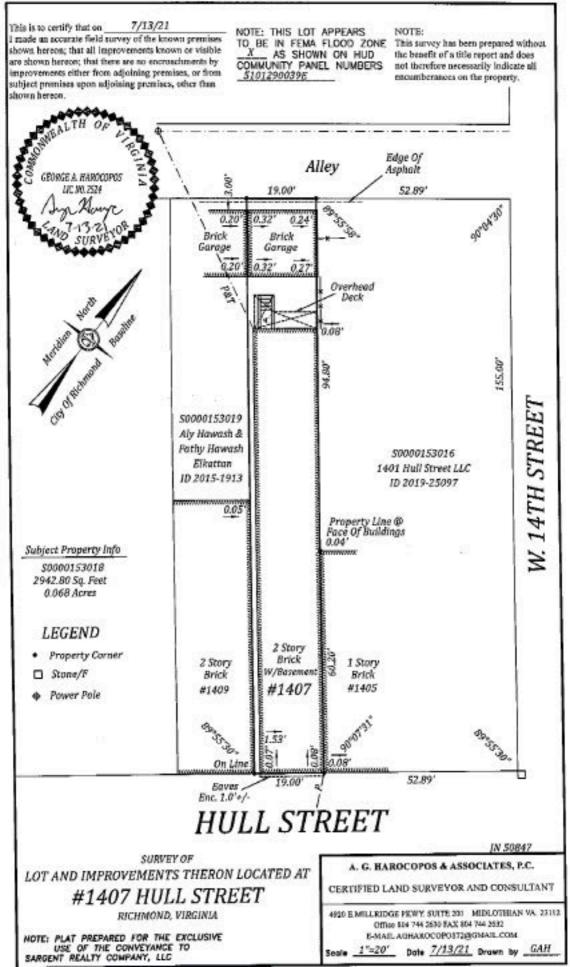
BEING the same property conveyed to 1401-1407 Hull Street Owner, LLC, a Virginia limited liability company, by Deed of Contribution from WRT 1400 LIHTC Apts, LLC, a Virginia limited liability company, dated March 13, 2023, and recorded March 28, 2023 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 230004402.

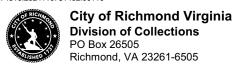
#### 1407 Hull Street:

All that certain lot, piece or parcel of land with building No. 1407 Hull Street and other improvements thereon, lying and being in the City of Richmond, formerly Manchester, Virginia, beginning at a point on the North line of Hull Street about 52' 10" West of 14th Street and fronting on the said North line of Hull Street 19 feet, more or less, and running back between parallel lines 155 feet (previously erroneously referred to as 165 feet), as shown on plat of survey recorded with Deed of Trust in the Clerk's Office, Circuit Court, City of Richmond, Virginia, Division II, in Deed Book 63B, page 462, to which plat reference is made for a more particular description of the property hereby conveyed.

BEING the same property conveyed to 1401-1407 Hull Street Owner, LLC, a Virginia limited liability company, by Deed of Contribution from 1407 Hull Street Owner, LLC, a Virginia limited liability company, dated March 13, 2023, and recorded March 28, 2023 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 230004401.







**Property Information** 

1401 1407 HULL STREET OWNER LLC 5711 GREENDALE RD HENRICO VA 23228

REAL ESTATE TAX

AREA TAX

SPECIAL DISTRICT GENERAL

PAYMENTS RECEIVED TO DATE

#### 2025 First Half Real Estate Tax Bill

**Tax Information** 

#### **Bill Number 25045668**

Please record Bill Number in memo section of check and include in all online banking transactions

	. repertye	1 000 11110 11110 111	••
Tax Year: Bill Number: Parcel ID Number: Property Address:	2025 <b>25045668</b> \$0000153016 1401 Hull St	Total Adjusted Annual Charges: Current Interest: Current Penalty:	\$6,364.58 \$0.00 \$0.00
Mortgage Company:		Amount Due January 14, 2025	\$3,182.29
Annual Valuation			
Class / Type			Total
Building			\$189,000.00
Land			\$320,000.00
Total			\$509,000.00
	Summary of Adjust	ed Annual Charges	
Description	Tax I	Rate	Annual Charges

\$1.20

\$0.05

Total Adjusted Annual Charges \$6,364.58

This bill does not show any prior year balances. If your account is delinquent, it may have been turned over to a collection agency.

Use the enclosed self-addressed envelope. Do not mail cash.

Please review back of bill for additional information.

U.S. Postal Service postmark must be on or before January 14, 2025 to avoid late payment penalty and interest.

Return bottom portion with payment. Cancelled check will be your receipt. Retain top portion for your records.

City of Richmond
Division of Collections
PO Box 26505
Richmond, VA 23261-6505

110

2025 First Half Real Estate Tax Bill

1401 1407 HULL STREET OWNER LLC 5711 GREENDALE RD HENRICO VA 23228

#### 2025 First Half Real Estate Tax Bill

\$6.108.00

\$254.50

\$2.08

\$0.00

Bill Number	Amount Due	
25045668	\$3,182.29	
Parcel ID Number	OFFICE USE ONLY	
S0000153016	759043	

Due Date	Please Enter Amount Paid
01/14/2025	\$

Return this portion with your check payable to:

City of Richmond PO Box 71243 Charlotte, NC 28272-1243

#### **PAYMENT INFORMATION**

- Online Banking: Please record Bill Number in all online banking internet transactions. Contact your bank or financial institution for more information.
- \* Pay by mail: Mail check or money order, made payable to: <u>City of Richmond Virginia / Real Estate</u>. Insert the bottom portion in enclosed envelope. Please record Bill Number in memo section of check.
- Pay in person: bring your bill and cash, check, money order or credit card to the following locations:
  - East District Initiative (Free Parking): 701 North 25<sup>th</sup> Street Hours: Mon. Fri. 8:00 AM 5:00 PM
  - Southside Initiative (Free Parking): 4100 Hull Street Hours: Mon. Fri. 8:00 AM 5:00 PM
  - City Hall: 900 East Broad Street, Room 102 Hours: Mon. Fri. 8:00 AM 5:00 PM

Please record Bill Number in memo section of check. Credit card transactions will incur a convenience fee.

- Pay at drop box locations: Bring bill and check or money order to the following locations:
  - City Hall: 10th Street 24 hours 7 days a week
  - City Hall: Outside Room 102 Hours: Mon. Fri. 8:00 AM 5:00 PM
  - East District Initiative: 701 North 25<sup>th</sup> Street 24 hours 7 days a week
  - Southside Initiative: 4100 Hull Street Hours: Mon. Fri. 8:00 AM 5:00 PM

Please record Bill Number in memo section of check.

- Pay by Phone or Online: You can pay your personal property or real estate taxes online by visiting <a href="www.rva.gov">www.rva.gov</a> or pay by phone by calling 1-866-890-5269. Follow the links to Finance and the Pay Online section. Electronic check/ACH transactions will incur a \$0.95 fee; credit/debit card transaction fee is based on payment amount. Fees assessed by third party as outlined.
- ❖ Bankruptcy Accounts: All payments and inquiries are to be made at City Hall, Room 103. If you are currently in bankruptcy, the amount due may include pre-petition debts. Pre-petition debts are included for your information only and should not be paid except in accordance with your plan or as ordered by the Bankruptcy Court. If you have any questions about your pre-petition debts, please contact your own attorney or bankruptcy trustee.

#### **LATE PAYMENTS**

The City of Richmond actively pursues payments of unpaid taxes. Payments received or postmarked after the due date are subject to a penalty of \$10 or ten percent of the taxes due (whichever is greater) and interest up to 10% per annum. Delinquent accounts may be charged a \$30 administrative fee. Failure to pay any tax obligation may result in collection action as outlined in Title 58.1 of the Code of Virginia. Unpaid taxes forwarded to a collection firm will incur additional charges up to 20% for collection fees.

#### LOSS OF TAX REHABILITATION CREDIT OR TAX RELIEF

Failure to pay real estate tax balance due on or before June 30, 2025 will result in forfeiture (loss) of your tax rehabilitation credit.

Property owners 65 years of age or older, or permanently and totally disabled, may qualify for the Tax Relief for the Elderly or Disabled Program. Income and net worth limitations apply. Applications are available from the City of Richmond by calling (804) 646-7000.

#### MORTGAGE COMPANY INFORMATION

If your mortgage company escrows your real estate taxes, please forward this bill to your mortgage company immediately for payment.

#### **REAL ESTATE — CHANGE OF ADDRESS**

Any owner of real estate that is changing his/her mailing address MUST contact the Assessor's Office at (804) 646-7500 and request a change of address form *for each property owned*. The completed form must be submitted directly to the Assessor's Office City Hall, Room 802. Address changes will not be accepted by phone or otherwise.

#### **CONTACT INFORMATION**

Visit us at <a href="www.rva.gov">www.rva.gov</a> for answers to frequently asked questions. Written correspondence regarding your real estate tax bill may be mailed to: City of Richmond, Revenue Administration PO Box 26505

Richmond, VA 23261-6505

To contact by telephone call: (804) 646-7000

Fax: (804) 646-5719

CITY OF RICHMOND – REAL ESTATE
PO BOX 71243
CHARLOTTE NC 28272-1243
pylylylliguddigiaeth



**Property Information** 

1401 1407 HULL STREET OWNER LLC 5711 GREENDALE RD RICHMOND VA 23228

REAL ESTATE TAX

SPECIAL DISTRICT GENERAL

PAYMENTS RECEIVED TO DATE

#### 2025 First Half Real Estate Tax Bill

**Tax Information** 

#### Bill Number 25045669

Please record Bill Number in memo section of check and include in all online banking transactions

1 1 2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			· <del>-</del>
Tax Year: Bill Number: Parcel ID Number: Property Address:	2025 <b>25045669</b> \$0000153018 1407 Hull St	Total Adjusted Annual Charges: Current Interest: Current Penalty:	\$4,662.50 \$0.00 \$0.00
Mortgage Company:		Amount Due January 14, 2025	\$2,331.25
Annual Valuation			
Class / Type			Total
Building			\$258,000.00
Land			\$115,000.00
Total			\$373,000.00
	Summary of Adjust	ed Annual Charges	
Description	Tax	Rate	Annual Charges

\$1.20

\$0.05

Total Adjusted Annual Charges \$4,662.50

This bill does not show any prior year balances. If your account is delinquent, it may have been turned over to a collection agency.

Use the enclosed self-addressed envelope. Do not mail cash.

Please review back of bill for additional information.

U.S. Postal Service postmark must be on or before January 14, 2025 to avoid late payment penalty and interest.

Return bottom portion with payment. Cancelled check will be your receipt. Retain top portion for your records.

City of Richmond Division of Collections PO Box 26505 Richmond, VA 23261-6505

111

2025 First Half Real Estate Tax Bill

1401 1407 HULL STREET OWNER LLC 5711 GREENDALE RD RICHMOND VA 23228

#### 2025 First Half Real Estate Tax Bill

\$4,476.00

\$186.50 \$0.00

Bill Number	Amount Due	
25045669	\$2,331.25	
Parcel ID Number	OFFICE USE ONLY	
S0000153018	758964	

Due Date	Please Enter Amount Paid
01/14/2025	\$

Return this portion with your check payable to:

City of Richmond PO Box 71243 Charlotte, NC 28272-1243

#### **PAYMENT INFORMATION**

- Online Banking: Please record Bill Number in all online banking internet transactions. Contact your bank or financial institution for more information.
- \* Pay by mail: Mail check or money order, made payable to: <u>City of Richmond Virginia / Real Estate</u>. Insert the bottom portion in enclosed envelope. Please record Bill Number in memo section of check.
- Pay in person: bring your bill and cash, check, money order or credit card to the following locations:
  - East District Initiative (Free Parking): 701 North 25<sup>th</sup> Street Hours: Mon. Fri. 8:00 AM 5:00 PM
  - Southside Initiative (Free Parking): 4100 Hull Street Hours: Mon. Fri. 8:00 AM 5:00 PM
  - City Hall: 900 East Broad Street, Room 102 Hours: Mon. Fri. 8:00 AM 5:00 PM

Please record Bill Number in memo section of check. Credit card transactions will incur a convenience fee.

- Pay at drop box locations: Bring bill and check or money order to the following locations:
  - City Hall: 10th Street 24 hours 7 days a week
  - City Hall: Outside Room 102 Hours: Mon. Fri. 8:00 AM 5:00 PM
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Please record Bill Number in memo section of check.

- Pay by Phone or Online: You can pay your personal property or real estate taxes online by visiting <a href="www.rva.gov">www.rva.gov</a> or pay by phone by calling 1-866-890-5269. Follow the links to Finance and the Pay Online section. Electronic check/ACH transactions will incur a \$0.95 fee; credit/debit card transaction fee is based on payment amount. Fees assessed by third party as outlined.
- ❖ Bankruptcy Accounts: All payments and inquiries are to be made at City Hall, Room 103. If you are currently in bankruptcy, the amount due may include pre-petition debts. Pre-petition debts are included for your information only and should not be paid except in accordance with your plan or as ordered by the Bankruptcy Court. If you have any questions about your pre-petition debts, please contact your own attorney or bankruptcy trustee.

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Failure to pay real estate tax balance due on or before June 30, 2025 will result in forfeiture (loss) of your tax rehabilitation credit.

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#### **CONTACT INFORMATION**

Visit us at <a href="www.rva.gov">www.rva.gov</a> for answers to frequently asked questions. Written correspondence regarding your real estate tax bill may be mailed to: City of Richmond, Revenue Administration PO Box 26505

Richmond, VA 23261-6505

To contact by telephone call: (804) 646-7000

Fax: (804) 646-5719

CITY OF RICHMOND – REAL ESTATE
PO BOX 71243
CHARLOTTE NC 28272-1243
pylylylliguddigiaeth

## 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 perfomance as indicated in Virginia's Qualified Allocation Plan (QAP).

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

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

In addition provide HERS rating documention as specified in the manual	
X New Construction - EnergyStar Certification	
The development's design meets the criteria for the EnergyStar certification.	
Rater understands that before issuance of IRS Form 8609, applicant will obtain and	
provide EnergyStar Certification to Virginia Housing.	
Rehabilitation -30% performance increase over existing, based on HERS Index	
Or Must evidence a HERS Index of 80 or lower	
Rater understands that before issuance of IRS Form 8609, rater must provide	
Certification to Virginia Housing of energy performance.	
Adaptive Reuse - Must evidence a HERS Index of 95 or lower.	
Rater understands that before issuance of IRS Form 8609, rater must provide	
Certification to Virginia Housing of energy performance.	
Additional Outland Continues	
Additional Optional Certifications	
I certify that the development's plans and specifications	
incorporate all items for the certification as indicated below, and I am a certified verifier	
of said certification. In the event the plans and specifications do not	
include requirements to obtain the certification, then those requirements still must be met,	
even though the application is accepted for credits. Rater understands that before issuance of	
IRS Form 8609, applicant will obtain and provide Certification to Virginia Housing.	
TRUE Earthcraft Certification - The development's design meets the criteria to obtain	
EarthCraft Multifamily program Gold certification or higher	
Earther are warmanny program dota certification of higher	
FALSE LEED Certification - The development's design meets the criteria for the U.S.	
Green Building Council LEED green building certification.	
order surraing country extent surrains certification.	
FALSE National Green Building Standard (NGBS) - The development's design meets the criteria	
for meeting the NGBS Silver or higher standards to obtain certification	
FALSE Enterprise Green Communities - The developmen's design meets the criteria for meeting	
meeting the requirements as stated in the Enterprise Green Communities Criteria for this	
developments construction type to obtain certification.	
***Please Note Raters must have completed 500+ ratings in order to certify this form	
Signed:	
Date: 12/18/24 Printed Name: Stacey Smith	
Date: 12/18/24 Printed Name: Stacey Smith  RESNET Rater	
Resnet Provider Agency	
Viridiant Signature	
viridint Signature -	

Provider Contact and Phone/Email

Sean Evensen-Shanley (804)212-1934 /sean.shanley@viridiant.org

## Tab G:

Zoning Certification Letter (MANDATORY)

### Zoning Certification

DAIL	: January 13, 2025	
TO:	Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220	
RE:	ZONING CERTIFICATION	
	Name of Development:	1401-1407 Hull Street
	Name of Owner/Applicant:	1400 Hull Owner, LLC
	Name of Seller/Current Owner:	1401-1407 Hull Street Owner LLC
certif Deve Deve quali <b>DEVE</b>	ication is rendered solely for the Hopment. It is understood the Hopment Authority solely for	posed Development (more fully described below). This he purpose of confirming proper zoning for the site of the hat this letter will be used by the Virginia Housing the purpose of determining whether the Development (HDA's Qualified Allocation Plan for housing tax credits.
-	l Description:	
<sup>o</sup> ropo	osed Improvements:	
	w Construction: 60 # Units laptive Reuse: # Units habilitation: # Units	# Buildings Total Floor Area Sq. Ft.

#### Zoning Certification, cont'd

N/A	units per		Business) following other applicable nance (Ord. No. 2024-020)	allowing a density of conditions:
Other	Descriptive Ir	nformation:		
0	25.007.00.00			
LOCA	L CERTIFICATION	ON:		
Chec	k one of the f	ollowing as app	propriate:	
x	proposed re no zoning vi	sidential devel	opment. To the best of my nding on this property. No	ribed above is proper for the knowledge, there are presently further zoning approvals and/or
The development described above is an approved non-conforming use. To the of my knowledge, there are presently no zoning violations outstanding of property. No further zoning approvals and/or special use permits are required.			violations outstanding on this	
			Signature	
			William C. Davidson	
		8	Printed Name	
			Zoning Administrator	
			Title of Local Official or Civ	vil Engineer
			(804) 646-6353	
		,	Phone	
			January 13, 2025	
		3	Nate	

#### 1401 Hull Street:

All that certain lot, piece or parcel of land, with the improvements thereon lying and being in the City of Richmond, Virginia, with the Street Number 1401 Hull Street, comprised of 0.188 acres, more or less, shown as "[NEW AREA] 0.188 ACRES, 8,199.35 SQ. FT." on plat dated November 6, 2019, entitled "CONSOLIDATION PLAT OF TWO TAX PARCELS BEING S000-0153/016 & S000-0153/017 CITY OF RICHMOND, VIRGINIA" made by Shadrach & Associates LLC, which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, with Deed of Gift and Consolidation as Instrument No. 190025097, to which plat reference is hereby made for a more particular description of the property hereby conveyed.

BEING the same property conveyed to 1401-1407 Hull Street Owner, LLC, a Virginia limited liability company, by Deed of Contribution from WRT 1400 LIHTC Apts, LLC, a Virginia limited liability company, dated March 13, 2023, and recorded March 28, 2023 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 230004402.

#### 1407 Hull Street:

All that certain lot, piece or parcel of land with building No. 1407 Hull Street and other improvements thereon, lying and being in the City of Richmond, formerly Manchester, Virginia, beginning at a point on the North line of Hull Street about 52' 10" West of 14th Street and fronting on the said North line of Hull Street 19 feet, more or less, and running back between parallel lines 155 feet (previously erroneously referred to as 165 feet), as shown on plat of survey recorded with Deed of Trust in the Clerk's Office, Circuit Court, City of Richmond, Virginia, Division II, in Deed Book 63B, page 462, to which plat reference is made for a more particular description of the property hereby conveyed.

BEING the same property conveyed to 1401-1407 Hull Street Owner, LLC, a Virginia limited liability company, by Deed of Contribution from 1407 Hull Street Owner, LLC, a Virginia limited liability company, dated March 13, 2023, and recorded March 28, 2023 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 230004401.

# Tab H:

Attorney's Opinion (MANDATORY)

Klein Hornig LLP

101 Arch Street Suite 1101 T 617.224.0600

F 617.224.0601

Suite 770 Boston, MA 02110 Washington, DC 20005 T 202.842.9006 F 202.842.3936

1325 G Street, NW

January 14, 2025

TO:

Virginia Housing

601 South Belvidere Street Richmond, Virginia 23220

RE:

2025 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt

bonds)

Name of Development:

1401-1407 Hull Street

Name of Owner:

1400 Hull Owner, LLC

#### Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated January 14, 2025 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Klein Hornig, LLP

Frik T. Hoffman

Partner

Klein Hornig 📖

January 14, 2025

#### **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 - 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.

Da	
To	
TO:	Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220
RE:	2025 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)  Name of Development _ : 1401-1407 Hull Street  Name of Owner _: 1400 Hull Owner, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated <u>January 14, 2025</u> (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:

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

#### 2. [Select One]

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply 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. [Select One]

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

#### OR

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

- 4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
- 5. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low income housing.
- 6. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
- 7.[Delete if inapplicable] It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.
- 8. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Firm Name
By
lts
<del>Title</del>
Klein Hornig, LLP
 By: City. Ill. Erik T. Hoffman
 Partner

Document comparison by Workshare Compare on Tuesday, January 14, 2025 3:45:58 PM

0.40.00 T W	
Input:	
Document 1 ID	file://C:\Users\dfojas\OneDrive - Klein Hornig LLP\Documents\PDF Workspace\2025 LIHTC Application (Alex McGlothlin)\Redline\1400HULL VHDA LIHTC Application Reservation (4%) Form VH Attorneys Opinion - 4%(1196129.1).docx
Description	1400HULL VHDA LIHTC Application Reservation (4%) Form VH Attorneys Opinion - 4%(1196129.1)
Document 2 ID	file://C:\Users\dfojas\OneDrive - Klein Hornig LLP\Documents\PDF Workspace\2025 LIHTC Application (Alex McGlothlin)\Redline\1400HULL VHDA LIHTC Application Reservation 4% (2025), KH Attorneys Opinion - 4%(1196129.2).docx
Description	1400HULL VHDA LIHTC Application Reservation 4% (2025), KH Attorneys Opinion - 4% (1196129.2)
Rendering set	Standard

Legend:	
Insertion	
<del>Deletion</del>	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	16

Deletions	40
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	56

### Tab I:

# Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- -Nonprofit Articles of Incorporation
- -IRS Documentation of Nonprofit Status
- -Joint Venture Agreement (if applicable)
- -For-profit Consulting Agreement (if applicable)

### Tab J:

Relocation Plan and Unit Delivery Schedule (MANDATORY-Rehab)

### Tab K:

Documentation of Development Location:



# Tab K.1

**Revitalization Area Certification** 

An official website of the United States government Here's how you know



MENU

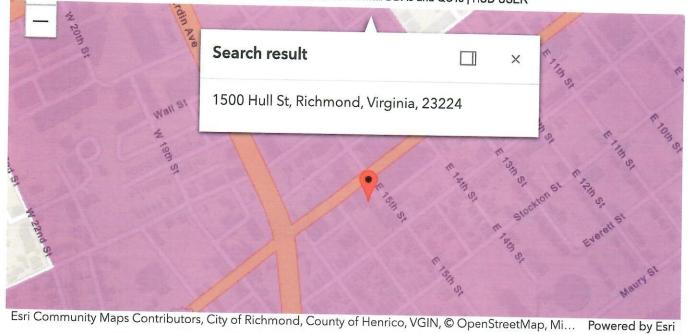


2024 and 2025 Small DDAs and QCTs

### Overview of 2024 and 2025 Small DDAs and QCTs

The 2025 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2025. The 2025 QCT designations use tract boundaries from the 2020 Decennial census. The 2025 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2020 Decennial census. The designation methodology is explained in the Federal Register notice published September 9, 2024.

Current zoom: 15	
Select Year:	
<ul><li>2025</li></ul>	
Select Layer(s):	
LIHTC Projects (Zoom 11+)	FMR Outlines (Zoom 4+)
Difficult Development Areas (Zoom 7+)	Non-Metro Difficult Development Areas
	Tracts Outline (Zoom 11+)
1500 Hull St, Richmond, V X Q	
0	
+	



### **About PD&R**

PD&R Mission

**Organization Chart** 

PD&R Events

PD&R Guidelines & Brochures

**HUD Secretary's Awards** 

Disclaimer of Liability and

Endorsement

### Reference

Contact Us

First Time Visitor

**HUD** User eBookstore

**HUD User Archives** 

Webstore

### Research

**Case Studies** 

**Datasets** 

Periodicals

**Regulatory Barriers** 

Clearinghouse

Research & Reports

Note: Guidance documents, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. Guidance documents are intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

Accessibility | Contact Info | Privacy Policy | FOIA | Web Management and Web Policies | Inspector General | No Fear Act | PaymentAccuracy.gov













### 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 <a href="mailto:taxcreditapps@virginiahousing.com">taxcreditapps@virginiahousing.com</a>.

Date:	January 3, 2025
TO:	Virginia Housing
	601 South Belvidere Street
	Richmond, Virginia 23220 2025 Tax Credit Reservation Request
	Name of Development 1401-1407 Hull Street
	Name of Owner 1400 Hull Owner, LLC
RE:	
Ladies a	and Gentlemen:
	ter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under 42 of the Internal Revenue Code of 1986, as amended.
	pon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street ry entrance to the property is within:
	2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway
	station; OR
X	1,320 feet or ¼ 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 N	Austin Brockenbrough and Associates, LLC
	Keith Stanley, PE
-,	Director of Operations
115	

# Tab L:

PHA / Section 8 Notification Letter

# Tab M:

**Intentionally Blank** 

# Tab N:

Homeownership Plan

## Tab O:

Plan of Development Certification Letter

### **Plan of Development Certification**

DATE:	January 14, 2025		
	()	-	
TO:	Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220 Attention: Phillip Cunningham		
RE:	PLAN OF DEVELOPMENT CERTIFICA	TION	
	Name of Development:	1401-1407 Hull Street	
	Name of Owner/Applicant:	1400 Hull Owner, LLC	
	Name of Seller/Current Owner:	1401-1407 Hull Street Owner LLC	
this letter w whether the housing tax	ill be used by the Virginia Housing Devel Development qualifies for points availa	ite plan approval of the Development. It is underst opment Authority solely for the purpose of determ ble under Virginia Housing's Qualified Allocation Pl	nining
Developmer		Richmond, Virginia 23224	
Legal Descri	ption: See Exhibit A attache	ed	
Plan of Devo	lopment Number: N/A		
i iaii oi DEVE	opnient number. N/A		

#### Proposed Improvements:

New Construction:	# Units	60# Buil	dings <u>1</u>	Total Floor Area	50,273
Adaptive Reuse	# Units	# Bu	ildings	Total Floor Area	
Rehabilitation: # Units		# Buildings		Total Floor Area	
Other Descriptive Info	rmation:				
Subject	to Special	Use Permit Ord	dinance (Ord. N	No. 2024-020)	
LOCAL CERTIFICATION					
LOCAL CERTIFICATION	•				
plan (as ap	plicable to t			oved final plan of deven pment or site plan app	•
	-	ment is an existin elopment appro	= :	ith proposed renovation	ons and no
The above plan of	developmen	Signature			
			. Davidson		
		Printed Nar	ne		
		Zoning A	dministrator		
		Title of Loc	al Official or C	Civil Engineer	
		(804) 646	-6353		
		Phone			
		January	14, 2025		
	Ģ.	Date			

#### Exhibit A--Legal Description

#### 1401 Hull Street:

All that certain lot, piece or parcel of land, with the improvements thereon lying and being in the City of Richmond, Virginia, with the Street Number 1401 Hull Street, comprised of 0.188 acres, more or less, shown as "[NEW AREA] 0.188 ACRES, 8,199.35 SQ. FT." on plat dated November 6, 2019, entitled "CONSOLIDATION PLAT OF TWO TAX PARCELS BEING S000-0153/016 & S000-0153/017 CITY OF RICHMOND, VIRGINIA" made by Shadrach &

Associates LLC, which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, with Deed of Gift and Consolidation as Instrument No. 190025097, to which plat reference is hereby made for a more particular description of the property hereby conveyed.

BEING the same property conveyed to 1401-1407 Hull Street Owner, LLC, a Virginia limited liability company, by Deed of Contribution from WRT 1400 LIHTC Apts, LLC, a Virginia limited liability company, dated March 13, 2023, and recorded March 28, 2023 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 230004402.

#### 1407 Hull Street:

All that certain lot, piece or parcel of land with building No. 1407 Hull Street and other improvements thereon, lying and being in the City of Richmond, formerly Manchester, Virginia, beginning at a point on the North line of Hull Street about 52' 10" West of 14th Street and fronting on the said North line of Hull Street 19 feet, more or less, and running back between parallel lines 155 feet (previously erroneously referred to as 165 feet), as shown on plat of survey recorded with Deed of Trust in the Clerk's Office, Circuit Court, City of Richmond, Virginia, Division II, in Deed Book 63B, page 462, to which plat reference is made for a more particular description of the property hereby conveyed.

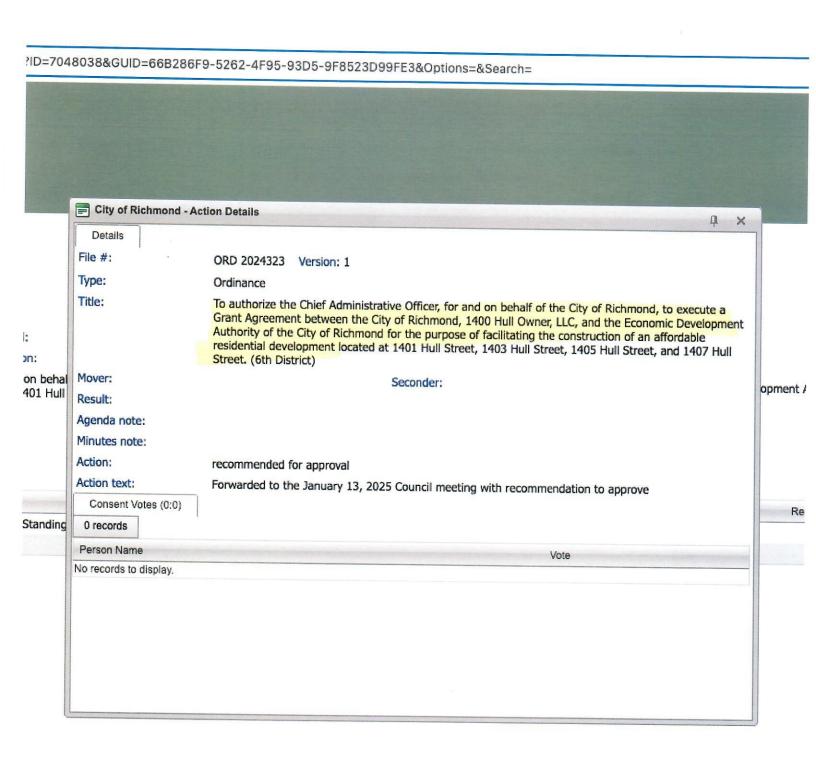
BEING the same property conveyed to 1401-1407 Hull Street Owner, LLC, a Virginia limited liability company, by Deed of Contribution from 1407 Hull Street Owner, LLC, a Virginia limited liability company, dated March 13, 2023, and recorded March 28, 2023 in the Clerk's Office, Circuit Court, City of Richmond, Virginia as Instrument No. 230004401.

# Tab P:

Zero Energy or Passive House documentation for prior allocation by this developer

# Tab Q:

Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property



# City Council meets 1/13/2025 with expectation to approve

### Tab R:

Documentation of Utility Allowance calculation



September 18, 2024

Alex McGlothlin 1401 1407 HULL STREET OWNER LLC 5711 Greendale Rd Richmond, VA, 23228 alex@mcglothlinlegal.com

RE: Preliminary Utility Allowance for 1401-1407 and 1501-1507 Hull Street

Dear Alex McGlothlin,

Please see the following Preliminary Utility Allowance (UA) for 1401-1407 and 1501-1507 Hull Street located in Richmond, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:

Dominion Energy

Gas:

Richmond Gas Works

Water:

Richmond DPU

Trash:

N/A

Sewer:

Richmond DPU

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE						
Utilities Utility Type Paid by			Studio 1-bdr		2-bdr		3-bdr	4-bdr	
Heating	Electric	Tenant	N/A	\$	22	Ś	25	N/A	N/A
Air Conditioning	Electric	Tenant	N/A	\$	8	Ś	11	N/A	N/A
Cooking	Electric	Tenant	N/A	\$	5	Ś	8	N/A	N/A
Other Electric	Electric	Tenant	N/A	S	21	\$	29	N/A	N/A
Hot Water	Electric	Tenant	N/A	\$	13	S	17	N/A	N/A
Water	-	Tenant	N/A	\$	36	Ś	45	N/A	N/A
Sewer	=	Owner	N/A	\$	_	Ś		N/A	N/A
Trash	=	Owner	N/A	\$	_	S		N/A	N/A
Total UA costs (Unrounded)		\$ -	\$ 10	05.21	S	134.75	\$ -	S -	
Total UA for costs paid by tenant			N/A	\$	105	Ś	135	N/A	N/A

<sup>\*</sup>Allowances only for New Construction units at 1401-1407 and 1501-1507 Hull Street as an ENERGY STAR project with Larger Apartment Bldgs. (5+ units) and Electric Heat Pump space heating. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.

The water projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets.

Sincerely,

Sean Shanley Deputy Director

## Tab S:

Supportive House Mandatory Certification and Documentation

# Tab T:

**Funding Documentation** 

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

**Application ID**: 117610092024095938

**Application Status:** In Progress - DHCD

**Program Name:** ASNH FY25 Fall Applications - Rental

Organization Name: Catalyst Community Group, LLC

Organization Address: 7 E. 2nd Street

Richmond, VA 23224

**Profile Manager Name:** Alex McGlothlin

Profile Manager Phone: (804) 601-0540

Profile Manager Email: alex@mcglothlinlegal.com

Project Name: 1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

Project Contact Name: Alex McGlothlin

Project Contact Phone: (804) 601-0540

Project Contact Email: alex@mcglothlinlegal.com

**Project Location:** 1401-1407 Hull Street

Richmond, VA 23224-3922

Project Service Area: Richmond City

**Total Requested Amount:** \$3,080,000.00

Required Annual Audit Status: No Current Audits Found

12/13/2024 3:05:50 PM Pages: 1 of 9

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

#### **Budget Information:**

Cost/Activity Category	<b>DHCD Request</b>	Other Funding	Total	
HOME (\$1,000,000.00 limit)	\$0.00	\$0.00	\$0.00	
National Housing Trust Fund (\$1,000,000.00 limit)	\$0.00	\$0.00	\$0.00	
Federal Request Total (\$1,000,000.00 limit)	\$0.00	\$0.00	\$0.00	
State Housing Trust Fund (\$2,000,000.00 limit)	\$1,080,000.00	\$0.00	\$1,080,000.00	
Rental New Construction	\$1,080,000.00	\$0.00	\$1,080,000.00	
HIEE (\$2,000,000.00 limit)	\$2,000,000.00	\$0.00	\$2,000,000.00	
Rental New Construction	\$2,000,000.00	\$0.00	\$2,000,000.00	
Total:	\$3,080,000.00	\$0.00	\$3,080,000.00	

#### **Budget Narrative:**

We currently have a gap of \$3,080,000 based on project economics and interest rates that remain elevated. This funding would help ensure this project commences in a timely manner.

#### **Questions and Responses:**

- 1. Provide an overview of the proposed development project, including the following:
  - Whether the development is new construction, renovation, or adaptive reuse.
  - For new construction, please describe the planned building and on-site amenities.
  - For rehabilitation, please describe the scope of renovation work and whether the project is the renovation of a LIHTC project or had a prior award of HOME funds.
  - For adaptive reuse, please describe the scope of renovation work.
  - The number of rental units (include count by number of bedrooms) across how many buildings?

#### Answer:

The project is new construction consisting of 60 units, all of which are 1-bedroom apartments. The property will include amenities such as bike storage, package storage, a courtyard, and adequate on-site parking.

2. Describe how the scope of the proposed development blends in with the surrounding community. For projects located in an area which is not considered "low minority of poverty concentration", please explain how the project site is an area of revitalization, identified by the locality as targeted for development or investment, or otherwise holds opportunity for residents.

Please note: all applications are required to complete the "Site and Neighborhood Standards Review" tab of the Application Workbook attachment.

#### Answer:

The proposed development is currently on the Hull St corridor in of Old Manchester, Richmond, VA. The Richmond 300 plan has targeted this area as a "priority growth node" for small business and housing development. It currently contains several blighted commercial properties, but we expect our development to help spur further economic development and growth on this corridor. They have also identified this area as a "moderately vulnerable" area on the Climate Equity Index.

12/13/2024 3:05:50 PM Pages: 2 of 9

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

3. Describe the local housing need this project will address, including the need for proposed income targeting and unit sizes and the vacancy rate. Specifically reference the data collected through your attached **Market Study**, provider or beneficiary surveys, or other resources.

#### Answer:

We will be incoming targeting 60% AMI for all 60 units. The rental rates for the subject are consistent with the rental rates demonstrated in the PMA. The residual demand is positive throughout our mid-range forecast period. The residential demand is 4,454 dwelling units, overall (Market Study p. 6). The bedroom mix of units, the household size distribution, the capabilities, and the unit vacancy levels indicate that the subject's bedroom mix is appropriate in this market at the rent levels.

Market rents are sufficient to support new construction, and a positive residual demand indicates new construction in this market is likely (Market Study p. 6). The subject's PMA was previously defined. Based upon our survey of competitive properties, vacancy levels were around 0%, not counting frictional vacancy from turnover, which is considered low indicating a strong demand for affordable housing (Market Study p. 78). The subject will be a 60-unit apartment complex consisting entirely of 1-BR units.

The design and function are like other competing properties in the market. The quality is commensurate with that of similar type properties of similar age. The subject has a commensurate site amenity package with that of similar properties of similar age (Market Study p. 16).

4. Describe community amenities near the project site, including job opportunities (not required for senior/elderly developments), ease of access to transportation options, retailers or grocery stores, healthcare, public parks and/or green spaces, etc. Specify the distance from the amenity to the development in your answer.

#### Answer:

The subject's neighborhood is in immediate proximity to a multitude of amenities including; shopping, schools, transportation linkages, medical services, places of worship and retail (Market Study p. 26). The property is located on the busy Hull Street corridor in the Manchester District, just across the Hull Street bridge from Richmond's central business district. In the immediate vicinity, there is a bus stop just outside the property. The subject site is located ~ 5 minutes from an I-95 interchange, allowing for quick transportation throughout the MSA. (Market Study p. 27). The Hull Street Branch of the Richmond Public Library is just across the street. There are numerous restaurants in the nearby vicinity, including Pig and Brew, Croaker's Spot, Brewer's Café and Red Hibachi to name a few. The nearest small grocers are Hull Street Market and Stella's Market, both within a half mile. Farm Fresh grocery store is approximately 2 miles from the Property. Dandelion Health is approximately a block from the Property at 1312 Hull Street. VCU Medical Center is approximately 2.3 miles from the Property. The James River canal walk are approximately 0.9 miles from the subject property, and the flood wall trail connects to the James River Park System. There are also several parks under half a mile away, including Carter Jones Park, Canoe Run Park, and Charlie Sydnor Playground.

- 5. Will the project provide any of the following:
  - **Permanent supportive housing (PSH) units** for residents with intellectual or developmental disabilities, serious mental illnesses, or who were chronically homeless? If yes, name the targeted population, percentage of PSH units in the development, the source of rental subsidies, and the name of the referring agency.
  - Project-based subsidies or rental assistance. If yes, name the type, source, and status of commitment.

An executed PSH Referral MOU, voucher award letters/contracts, and/or subsidy award letters/contracts must be included in the "Resource Documentation" attachment to receive points.

#### Answer:

The project will not feature permanent supportive housing units or rental assistance and subsidies at this time.

12/13/2024 3:05:50 PM Pages: 3 of 9

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

- 6. Describe any planned project-based services including on-site service coordination, financial education programs, regular visits by healthcare providers, etc., that will be made available to all tenants. Please differentiate between project-based services for all tenants and Permanent Supportive Housing participants.
  - If the service provider is known, please include the name and include any contracts for the services to be provided under the "Resource Documentation" attachment.
  - If the services are not contracted, what is your plan for providing project-based services? What service model has been used at your other developments?

#### Answer:

N/A

- 7. Will the project achieve a green build certification? ASNH gives scoring preference to projects that are certified green built by a third party to the standards of one of the following:
  - · EarthCraft Gold or higher,
  - · Enterprise Green Communities,
  - · LEED or National Green Building Standard Silver or higher.

Preliminary documentation of green building certification is an attachment required for full points. If the project will include green building features without certification, please describe the features below.

#### Answer:

The project is being designed with the intent to receive EarthCraft Gold certification.

8. Rental projects must meet minimum unit standards under Section 504/UFAS. Minimum requirements are five percent (5%) of units (minimum 1) accessible to individuals with physical impairments, and two percent (2%) of units (minimum 1) accessible to individuals with sensorial impairments.

Please state the number and percentage of units in the Project which will meet Section 504 standards for each type of impairment and state the number and percentage of units (and any common spaces) which will provide other accessibility measures such as Universal Design.

#### Answer:

This project will meet the minimum requirements of 5% accessibility to individuals with physical impairments and 2% accessible to individuals with sensorial impairments. It will contain 3 physical impairment accessible units (5%) and 2 sensory impairment accessible units (3.33%).

9. The Uniform Relocation Act (URA) applies to all projects where development activities will result in permanent or temporary dislocation of households, businesses, farms, and/or nonprofits, and a completed URA attachment is required regardless of project type.

Please indicate whether this project will or will not result in any permanent or temporary dislocations, and ensure this response matches the statements made on the required URA attachment. For projects which do not result in formal dislocations, but which will utilize measures such as hospitality suites, please give an overview of those planned measures including resident notifications.

#### Answer:

This project will not result in temporary or permanent dislocations. The property is currently vacant.

12/13/2024 3:05:50 PM Pages: 4 of 9

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

10. ASNH staff will review the sources and uses included in the **Application Workbook** to determine project readiness. Please confirm that the "**Sources and Uses**" tab of your workbook is complete and that the status of all listed sources is marked accurately.

All documentation for sources marked as "committed" in the workbook will need to be included in the "**Resource Documentation**" attachment of the application to be considered.

If you are unable to provide documentation or if any of the sources are pending, please use the space below to explain why they are pending, when you expect to receive a commitment, and any contingency plans for these sources of funding.

#### Answer:

We currently expect to obtain tax-exempt bond financing either from Virginia Housing or Berkadia, and have had conversations with both entities regarding first lien construction and permanent financing. We also intend to apply for 4% low-income housing tax credits ("LIHTC") for the first round of 2025 on January 15, 2025. We have spoken with numerous investors who have indicated interest in our projects and purchasing the LIHTC credits, including Berkadia Affordable, R4 Capital and Redstone Equity Partners. Receiving and award of VHTF and HIEE funds from DHCD would significantly improve the Project's ability to commence construction.

11. The Applicant must be the primary partner in the Project that will be responsible for long-term operations and compliance. Describe the specific role the Applicant will have from project development through the thirty-year affordability period. If partners are involved, describe their role(s), and describe the Applicant's relationship to the Project LLC or Ownership entity, if applicable. Please note that an organizational structure chart is a required attachment.

The project LLC or ownership entity and the applicant will be listed as the responsible parties on the program agreements and loan documents. If a sponsor structure or co-developer structure is required, DHCD preapplication consultation is required.

#### Answer:

<u>Catalyst Community Group, LLC</u> is the primary partner responsible for long-term operations and compliance for the Project throughout the thirty-year affordability period, including oversight of the Project's property manager through the term of the Company's ownership.

<u>Alex McGlothlin, Esq.</u> Alex is a developer of the Project and co-owner of 1400 Hull Owner, LLC. Alex will coordinate with his other development partners to oversee pre-construction activities, construction, lease up and asset management. Alex is a seasoned real estate attorney headquartered in Richmond, Virginia. Alex received his B.A. from the University of Virginia, his J.D. from West Virginia University, his M.B.A. from West Virginia University and his L.L.M. from Georgetown University Law Center.

Tom Papa, Esq. – is a developer of the Project and a co-owner of 1400 Hull Owner, LLC. Coming from a legal background, Tom has collaborated with investment partners, established architects, local builders and city government to recreate Richmond's built environment over the last two decades. As a hands-on developer, he targets unique sites, which often require alternative design and zoning processes, adding value to the streetscape and skyline. His eye for selecting overlooked properties, his knowledge in utilizing tax credit financing, and his experience in building relationships with stakeholders have produced over 20 successful projects in historic neighborhoods and along the riverfront. Before forming Fountainhead, Tom earned a J.D. from Quinnipiac University School of Law and co-founded the law firm Chaplin, Papa & Gonet, acting as managing partner for more than two decades. Today, Tom is an active proponent of the local creative community supporting Virginia Commonwealth University's nationally ranked arts school with his Fountainhead Fellowship Program. Tom will be an owner of the Project entity and developer on the Project.

Walter Parks, Registered Architect, is a developer, co-owner of 1400 Hull Owner, LLC and architect of the 12/13/2024 3:05:50 PM

Pages: 5 of 9

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

Project. Starting his own architectural practice in 1993, Walter has led the practice from its beginnings as a one-person office to one of the most prolific architectural firms in the City of Richmond. He is proud of the diverse range of projects, from small projects like World of Mirth and the Ellwood Thompson offices to high-rises like Southfalls and the Square. Most of all, Walter is dedicated to the urban growth of the Arts district, where the WPA office has been for the last 20 years. Walter's firm, Walter Parks, Architect, PLLC has designed the Project and is instrumental in all facets of the development project, from design, construction supervision, operations and compliance.

Adam Tiller is a strategic consultant for 1400 Hull Owner, LLC and Catalyst Community Group, LLC. Adam's expertise includes managing all aspects of the execution of development, including due diligence, entitlement, design, financing, construction and asset management. Adam is the founder and principal of Cove Development, LLC, a real estate development company based in Richmond, Virginia. Adam holds a BS in Civil Engineering from the University of Virginia and an MBA in real estate financing from University of North Carolina Chapel Hill.

<u>Richard Smith is</u> the owner and founder of RJ Smith Companies, whose services include: demolition, site work, environmental services, utility infrastructure, trucking, emergency services and general contracting. Richard is a co-owner of 1400 Hull Owner, LLC and will provide advice and consultant to the development team and may provide some construction services to the project.

<u>Malcome Sargent</u> is the President of SRC Construction, a general contractor based in Richmond, Virginia. Malcome is a co-owner of 1400 Hull Owner, LLC and will provide advice and consultant to the development team and may provide some construction services to the project.

<u>Erik Hoffman</u>, Esq., Project LIHTC Attorney. Erik is a partner at Klein Hornig and the Project's LIHTC Attorney. Erik Hoffman works exclusively on structuring, negotiating and closing affordable multifamily housing projects. In parallel to the legal work, Erik is fully engaged in our community as a collaborator who actively shares new approaches and financing concepts, and as a passionate advocate for public investments and improvements to financing programs. Erik has extensive experience working on LIHTC projects.

Nicolo Pinoli, CPA, Project LIHTC Certified Public Accountant. Nicolo Pinoli is a partner at Novogradac, where he specializes in affordable housing and community development, including the low-income housing tax credit (LIHTC), new markets tax credit (NMTC), historic rehabilitation tax credit (HTC) and the opportunity zones (OZ) incentive. Nicolo is the Project's LIHTC CPA. Nicolo has extensive experience in a wide range of services, including financial statement audits; tax return preparation; writing NMTC and LIHTC applications; LIHTC, NMTC, OZ and HTC transaction underwriting; consulting on LIHTC, NMTC, OZ and HTC transaction structuring; and LIHTC, NMTC and OZ compliance. A frequent speaker at industry conferences, Pinoli also delivers several webinars every year on topics such as NMTC exit strategies, NMTC allocation applications and LIHTC Year 15 strategies.

<u>KBS</u>, <u>Inc</u>. KBS will be responsible for the construction execution of the project. Founded in 1975, KBS has built a framework of providing quality, comprehensive construction services with the flexibility to meet clients' specific needs. KBS is consistently rated among the top 30 construction firms in the Mid-Atlantic region. With more than 40 years experience in the multi-residential market, KBS has built thousands of housing units. KBS's reputation for building the highest quality multi-residential project is unmatched. KBS offers extensive experience working on other projects involving Low Income Housing Tax Credits (LIHTC)

12/13/2024 3:05:50 PM Pages: 6 of 9

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

and VHDA and FHA programs. Most of the KBS' multi-residential projects are sustainable, affordable and energy efficient construction. EarthCraft and LEED certified buildings are built with an emphasis on durability and efficiency. Our multi-residential experts are EarthCraft and LEED certified.

12. Briefly describe the Applicant's past development experience with this type of project, noting previous use of ASNH-awarded funds. If the Applicant has other projects currently in development, list those projects (noting those which have an award of ASNH funds) and provide the status of these projects including whether the project is currently on-time for delivery. If any projects are not currently on-time for delivery, please explain the reasoning.

#### Answer:

Please reference the ANSH excel workbook prior participation workbook. Members of the team have been directly involved in over 500 LIHTC units with coordination between state and federal organizations and ensuring they stay compliant through the lifetime of their management. No projects currently in development are delayed, and to our knowledge all projects are in material compliance. Several projects from team members have utilized Charlottesville Affordable Housing (CAHF) grants that required similar compliance as ANSH funds.

In addition to projects completed in the last 6 years, members of the project team have worked on at least 3 other LIHTC projects starting in the mid-2000s. The team has combined development experience of over 40 years.

13. Please name the property management team and describe their experience managing similar projects, including experience maintaining long-term compliance of projects with HOME, NHTF, LIHTC, PBV or other government-related funding sources.

#### Answer:

Gates Hudson & Associates, Inc. ("Gates Hudson") is expected to be the property manager. Gates Hudson has experience managing a multitude of rent restriction compliance programs, including: Avra/Cirro (20% LIHTC) in downtown Baltimore, MD; Polo Greene (64 unit and 100% LIHTC) in Martinsburg, West Virginia; Towns at PAX River (155 Units and 100% LIHTC) in Lexington, Maryland; Timber Ridge (147 units and 100% LIHTC) in Fredericksburg, Virginia. Across its portfolio, Gates Hudson operates with over 800 employees and manages 24,000 multi-family units, 1,000,000 sqft of office space. Gates Hudson currently oversees no less than 13 different compliance programs representing over 3,300 units that require certification. Their certification process includes: Applicant Eligibility (i.e. income limits, rules for calculating gross annual income and the requirements for verifying income and family characteristics; rules governing housing for the elderly and persons with disabilities; rules governing the administration of the waiting list and occupancy standards); income calculations; initial certifications; unit eligibility; ongoing compliance (i.e. resident recertification and reporting requirements based on the program). Gates Hudson is led by its president, Patricia Blackburn, and we anticipate the property to be principally overseen by their Regional VP, Elyse Denton.

14. Projects awarded funds from this application cycle will need to execute program agreements no later than **October 30**, **2025** (1 year from application) and are expected to have construction completed for permanent conversion or final home sales no later than **October 30**, **2027** (3 years from application).

Please discuss any barriers or challenges to meeting the milestones and discuss any variance from these dates on the submitted timeline. Please note that DHCD considers extensions to these deadlines on a case-by-case basis.

#### Answer:

We do not anticipate any barriers if we are awarded these funds. If not, then we will have a remaining equity gap that could prevent the project's start and completion.

12/13/2024 3:05:50 PM Pages: 7 of 9

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

15. The ASNH awarded funding sources are available to projects **ONLY at permanent conversion** and are provided as a **low rate (3%) interest only, must-pay deferred principal loan over the full affordability period of thirty (30) years.**Does the Applicant request any changes to these terms? If yes, please provide justification for the deviation. Changes to typical terms are approved by DHCD on a case-by-case basis and are not guaranteed, this includes changes requested after notification of award.

Please note that VHTF interest rates may be requested as low as 0%, HOME and NHTF may be requested as low as .5%.

An example of an acceptable term request: We would like to request an interest rate of 1% to meet the required debt coverage ratio of the primary lender. The decreased rate is represented in the underwriting included in the Application Packet. We would also like to request that the terms of the loan be coterminous with the first mortgage through Virginia Housing which has a term of 40 years.

#### Answer:

Yes, we are requesting that the interest rate be reduced to 0% due to meet our lender's anticipated debt service coverage ratio. Market rates for the debt financing remain elevated, and we would like to make sure we have coverage to properly operate the property. We would also like to request that the terms of the loan be coterminous with the first mortgage through anticipated first lien permanent lender, which is anticipated to have a term of 40 years.

16. Community Housing Development Organizations (CHDOs) receive scoring preference for ASNH HOME funding. Does this applicant have current DHCD CHDO status? If yes, write "Yes" in the narrative space below and attach the certification letter to your application. If no, please write "No" in the narrative space below.

If you have recently submitted a DHCD CHDO application, it must be approved by the ASNH application submission date to receive this preference.

#### Answer:

No

#### Attachments:

ASNH Application Workbook\*

1400HullStDHCDExcelApplication111202413759.xlsx

**ASNH Application Certifications\*** 

ASNHApplicationCertification1400Hullcopy1029202433210.pdf

Zoning Certification\*

ZoningConfirmationLetter202410291400HullStreetZCLR1560632024DHCDForm1031202433913.pdf

Affirmative Marketing Plan\*

1400HullAffirmativeMarketingPlan103124msv11031202435323.pdf

Uniform Relocation Form\*

UniformRelocationAssessment14011407HullStreet1029202433223.docx

12/13/2024 3:05:50 PM Pages: 8 of 9

Catalyst Community Group, LLC

1400 Hull Owner, LLC; 1401-1407 Hull Street, 2024

Environmental Phase I\*

PhaseIESAreport1401HullStRVAOct2920241029202440344.pdf

**Property Status Documentation\*** 

3acleanPurchaseandSaleAgreement14011407HullStreetOwnerLLCto1400HullOwnerLLC102924amv310302024125741.p df

Resource Documentation\*

1400HullStAHPGAgreement1112024115047.docx

Sample Lease\*

SampleLeasewAffordableHousingAddendumcopy111202491747.pdf

**Project Organizational Chart\*** 

OrgChart1400Block202411124msv81112024115029.pdf

Green Build Documentation

HIEEassessmentReport102924update111202414508.pdf

**HIEE Eligibility Documentation** 

PrereviewTemplateModelingsummaryandavgHERSHullSt102924TeamAccepted1029202435706.pdf

(Optional) || HIEE Certificates

Certificates1401and1501HullModelscopy1029202435717.zip

Market Study\*

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12/13/2024 3:05:50 PM Pages: 9 of 9

## Tab U:

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

### **New Manchester Flats VI**

1021 East 4<sup>th</sup> Street, Richmond VA 23224

### SAMPLE

### Virginia Housing Free Housing Education Acknowledgment Disclosure

(Resident), have read, understand, and acknowledge I have been giver
formation regarding the Virginia Housing free renters education program for residents.
understand that it is my responsibility to review the website link provided here
ttps://www.virginiahousing.com/renters/education
y signing below, I acknowledge that I have read and understand the information provided in this
sclosure.
esident Name:
esident Signature:
ate:

# Tab V:

Nonprofit or LHA Purchase Option or Right of First Refusal

# Tab W:

Internet Safety Plan and Resident Information Form

## Tab X:

Marketing Plan for units meeting accessibility requirements of HUD section 504

# Tab Y:

Inducement Resolution for Tax Exempt Bonds

## Tab Z:

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

# Tab AA:

Priority Letter from Rural Development

## **TAB AB:**

Social Disadvantage Certification or Veteran Owned Small Business Certification