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# 2026 Federal Low Income Housing Tax Credit Program for Virginia

## Application For Reservation

### **Deadline for Submission**

#### 9% Competitive Credits

Applications and Fees Must Be Received

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

#### Tax Exempt Bonds

Applications and Fees Must Be Received

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

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



## INSTRUCTIONS FOR THE VIRGINIA 2026 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

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

Applications For all credits:

Applicants should submit the application package via Procorem prior to the application deadline, which is **12:00 PM** Richmond Virginia time for each round. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

**Please Note:**

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

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

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

**IMPORTANT:**

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

Disclaimer:

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

Entering Data:

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

**Please Note:**

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

Assistance:

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

**Virginia Housing LIHTC Allocation Staff Contact Information**

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
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## 2026 Low-Income Housing Tax Credit Application For Reservation

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

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

VHDA TRACKING NUMBER

2026-ASH-71

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/12/2026

1. Development Name: 1903 Semmes
  2. Address (line 1): 1903 Semmes Avenue  
Address (line 2):  
City: Richmond State: VA Zip: 23225
  3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000  
(Only necessary if street address or street intersections are not available.)
  4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
City/County of Richmond City
  5. The site overlaps one or more jurisdictional boundaries. FALSE  
If true, what other City/County is the site located in besides response to #4?
  6. Development is located in the census tract of: 610.01
  7. Development is located in a **Qualified Census Tract**. TRUE *Note regarding DDA and QCT*
  8. Development is located in a **Difficult Development Area**. FALSE
  9. Development is located in a **Revitalization Area based on QCT**. FALSE
  10. Development is located in a **Revitalization Area designated by resolution or by the locality**. TRUE
  11. Development is located in an **Opportunity Zone** (with a binding commitment for funding). FALSE  
(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
  12. Development is located in a census tract with a household poverty rate of:
 

3%	10%	12%
FALSE	FALSE	FALSE
  13. Development is located in a medium or high-level economic development jurisdiction based on table. FALSE
  14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE
- Enter only Numeric Values below:**
15. Congressional District: 4
  - Planning District: 15
  - State Senate District: 14
  - State House District: 79

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

1903 Semmes is the new construction of 20 senior living units.

VHDA TRACKING NUMBER

2026-ASH-71

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/12/2026

17. Local Needs and Support

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

Chief Executive Officer's Name: Odie Donald  
 Chief Executive Officer's Title: CAO Phone: (804) 646-7970  
 Street Address: 900 E Broad St  
 City: Richmond State: VA Zip: 23219

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

Non Profit Pool

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

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

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2026.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2026, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2026 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

New Construction

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

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

FALSE

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

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

FALSE

If true, provide name of companion development:

[Redacted]

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

FALSE

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

% of units in 4% Tax Exempt Allocation Request: 0.00%

**6. Extended Use Restriction**

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

**Must Select One:** 50

**Definition of selection:**

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

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

TRUE

*Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top right of our website. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.*

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

a. Owner Name: 1903 Semmes LLC

Developer Name: Commonwealth Catholic Charities Housing Corporation

Contact: M/M  First: Charles MI:            Last: Hall

Address: 1601 Rolling Hills Drive

City: Richmond St.  VA Zip: 23229

Phone: (401) 595-8290 Ext.            Fax:           

Email address: charles.hall@cccofva.org

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

Select type of entity:  limited liability company Formation State:  Virginia

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

Jay Brown, jay.brown@cccofva.org

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

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

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

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

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

If True above, what property placed in service?

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

Select Type:  Purchase Contract

Expiration Date: 11/30/2027

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

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

FALSE

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

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

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

Only one of the following statement should be True.

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

b.  TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than 11/30/2027 .

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: Magge Walker Community Land Trust

Address: 203 N Robinson St

City: Richmond St.: VA Zip: 23220

Contact Person: Maria Dougherty Phone: (804) 915-9425

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

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

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

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

**E. DEVELOPMENT TEAM INFORMATION**

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

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

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

1. Tax Attorney:	Allison Domson	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen		
Address:	200 South 10th Street, Suite 1600	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23218		
Email:	adomson@williamsmullen.com	Phone:	(804) 420-6915
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
4. Management Entity:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
5. Contractor:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
6. Architect:	Colin Arnold	This is a Related Entity.	FALSE
Firm Name:	Arnold Design Studio		
Address:	930 Cambria Street, NE	Veteran Owned Small Bus?	FALSE
City, State, Zip	Christiansburg, VA 24073		
Email:	carnold@arnolddesignstudio.com	Phone:	(540) 239-2671

E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney:	Allison Domson	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen		
Address:	200 South 10th Street, Suite 1600	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23218		
Email:	adomson@williamsmullen.com	Phone:	(804) 420-6915
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
9. Other 1:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
10. Other 2:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
11. Other 3:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
12. Other 4:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	

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

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

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

- b. This development has received a previous allocation of credits **FALSE**  
 If so, when was the most recent year that this development received credits? \_\_\_\_\_  
 If this is a preservation deal,  
 what date did this development enter its Extended Use Agreement period? \_\_\_\_\_

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

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

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

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

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

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

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

i. Subsection (I) **FALSE**

ii. Subsection (II) **FALSE**

iii. Subsection (III) **FALSE**

iv. Subsection (IV) **FALSE**

v. Subsection (V) **FALSE**

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

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

**F. REHAB INFORMATION**

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**3. Rehabilitation Credit Information**

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

TRUE Nonprofit meets eligibility requirements for nonprofit pool and points.

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is:  Owner

Name:

Contact Person:

Street Address:

City:  State:  Zip:

Phone:  Contact Email:

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

**or indicate true if Local Housing Authority** **FALSE**  
**Name of Local Housing Authority** \_\_\_\_\_

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

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

**Action:** Provide Homeownership Plan **(TAB N)** and contact Virginia Housing for a Pre-Application 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 <b>all</b> units in development	20	bedrooms	20
Total number of <b>rental</b> units in development	20	bedrooms	20
Number of low-income rental units	20	bedrooms	20
Percentage of rental units designated low-income	100.00%		
b. Number of new units:	20	bedrooms	20
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development)			0
d. Total Floor Area For The Entire Development			22,598.00 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)			799.62 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding)			1,414.74
g. Total Usable Residential Heated Area			20,383.64 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b>			100.00%
i. Exact area of site in acres	0.700		
j. Locality has approved a final site plan or plan of development. If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).		TRUE	
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits		FALSE	

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

*LIHTC Units can not be greater than Total Rental Units*

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	1019.18	SF	20	20
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			20	20

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

**3. Structures**

- a. Number of Buildings (containing rental units) 1
- b. Age of Structure: 0 years
- c. Maximum Number of stories: 3
- d. The development is a scattered site development. FALSE
- e. Commercial Area Intended Use: Small neighborhood market
- f. Development consists primarily of : (Only One Option Below Can Be True)
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood) TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood) FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood) FALSE
- g. Indicate **True** for all development's structural features that apply:
 

i. Row House/Townhouse	TRUE	v. Detached Single-family	FALSE
ii. Garden Apartments	FALSE	vi. Detached Two-family	FALSE
iii. Slab on Grade	TRUE	vii. Basement	FALSE
iv. Crawl space	FALSE		
- h. Development contains an elevator(s). TRUE
  - If true, # of Elevators. 1
  - Elevator Type (if known)

**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

l. Describe Community Facilities: Community room and small day use spaces.

m. Number of Proposed Parking Spaces 10  
 Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing or proffered public bus stop. TRUE  
 If **True**, Provide required documentation (**TAB K2**).

**5. Plans and Specifications**

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

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

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.  |
| 50.00% | b1. Percentage of brick covering the exterior walls.   |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.           |
| TRUE   | c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| TRUE   | d. Cooking surfaces are equipped with fire suppression features as defined in the manual   |
| TRUE   | e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or     |  |
| FALSE  | f. Full bath fans are equipped with a humidistat.  |
| TRUE   | g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| FALSE  | h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service where it does not already exist.  |
| TRUE   | i. Each unit is provided free individual high-speed internet access.<br><i>(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)</i>   |
| TRUE   | j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| FALSE  | k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or     |  |
| TRUE   | l. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | m. All interior doors within units are solid core.   |
| TRUE   | n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at <b>Tab F</b> . |
| TRUE   | o. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.  |

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

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

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> TRUE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.     |
| <input type="checkbox"/> 20              | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:<br>100% of Total Rental Units |

No Market Units listed on Structure 1a.

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

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

**J. ENHANCEMENTS**

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

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

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

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

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

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

**REQUIRED:**

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 50.00% b1. Percentage of brick covering the exterior walls.
- 50.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- TRUE c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE d. Cooking surfaces are equipped with fire suppression features as defined in the manual
- TRUE e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE f. Full bath fans are equipped with a humidistat.
- TRUE g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service where it does not already exist.
- TRUE i. Each unit is provided free individual high-speed internet access.  
*(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)*
- TRUE j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- FALSE k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE l. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE m. All interior doors within units are solid core.
- TRUE n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at **Tab F**.
- TRUE o. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 20 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:  
100% of Total Rental Units

No Market Units listed on Structure 1a.

- 4.  FALSE Market-rate units' amenities are substantially equivalent to those of the low income units.  
If not, please explain:

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

**I. UTILITIES**

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	18	0	0	0
Air Conditioning	0	10	0	0	0
Cooking	0	62	0	0	0
Lighting	0	26	0	0	0
Hot Water	0	17	0	0	0
Water	0	31	0	0	0
Sewer	0	44	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$208	\$0	\$0	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

TRUE

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

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



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

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

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

TRUE

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

FALSE

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

FALSE

Supportive Housing (as described in the Tax Credit Manual)

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

FALSE

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

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

FALSE

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

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

**K. SPECIAL HOUSING NEEDS**

**3. Leasing Preferences**

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

Organization which holds waiting list: Richmond Redevelopment Housing Authority

Contact person: Corey Franklin

Title: Senior VP of Affordable Housing

Phone Number: (804) 780-4358

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

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

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

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

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

Last Name: Brown

Phone Number: (804) 677-3641 Email: jay.brown@cccova.org

**K. SPECIAL HOUSING NEEDS**

**5. Rental Assistance**

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

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

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

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

FALSE

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

0

d. Number of units receiving assistance:

20

How many years in rental assistance contract?

15.00

Expiration date of contract:

1/24/2042

There is an Option to Renew.

FALSE

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

**6. Public Housing Revitalization**

Is this development replacing or revitalizing Public Housing Units?

FALSE

If so, how many existing Public Housing units?

0

**L. UNIT DETAILS**

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

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

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

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	25.00%	30% Area Median
0	0.00%	40% Area Median
5	25.00%	50% Area Median
10	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
20	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	25.00%	30% Area Median
0	0.00%	40% Area Median
5	25.00%	50% Area Median
10	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
20	100.00%	<b>Total</b>

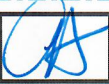
b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.

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

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

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

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


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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	5	1	609.91	\$1,450.00	\$7,250
Mix 2	1 BR - 1 Bath	50% AMI	5	1	609.91	\$1,450.00	\$7,250
Mix 3	1 BR - 1 Bath	60% AMI	10	1	609.91	\$1,450.00	\$14,500
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0

L. UNIT DETAILS

Mix 11									\$0
Mix 12									\$0
Mix 13									\$0
Mix 14									\$0
Mix 15									\$0
Mix 16									\$0
Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
Mix 33									\$0
Mix 34									\$0
Mix 35									\$0
Mix 36									\$0
Mix 37									\$0
Mix 38									\$0
Mix 39									\$0
Mix 40									\$0
Mix 41									\$0
Mix 42									\$0
Mix 43									\$0
Mix 44									\$0
Mix 45									\$0
Mix 46									\$0
Mix 47									\$0
Mix 48									\$0
Mix 49									\$0
Mix 50									\$0
Mix 51									\$0
Mix 52									\$0
Mix 53									\$0
Mix 54									\$0
Mix 55									\$0
Mix 56									\$0
Mix 57									\$0
Mix 58									\$0
Mix 59									\$0
Mix 60									\$0
Mix 61									\$0
Mix 62									\$0
Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0
Mix 67									\$0

**L. UNIT DETAILS**

Mix 68									\$0
Mix 69									\$0
Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
Mix 79									\$0
Mix 80									\$0
Mix 81									\$0
Mix 82									\$0
Mix 83									\$0
Mix 84									\$0
Mix 85									\$0
Mix 86									\$0
Mix 87									\$0
Mix 88									\$0
Mix 89									\$0
Mix 90									\$0
Mix 91									\$0
Mix 92									\$0
Mix 93									\$0
Mix 94									\$0
Mix 95									\$0
Mix 96									\$0
Mix 97									\$0
Mix 98									\$0
Mix 99									\$0
Mix 100									\$0
<b>TOTALS</b>			20	3					\$29,000

<b>Total Units</b>	<b>20</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>12,198.20</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>12,198.20</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
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**L. UNIT DETAILS**

**1. Set-Aside Election:**

**UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

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

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

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	25.00%	30% Area Median
0	0.00%	40% Area Median
5	25.00%	50% Area Median
10	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
20	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	25.00%	30% Area Median
0	0.00%	40% Area Median
5	25.00%	50% Area Median
10	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
20	100.00%	<b>Total</b>

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

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

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

**2. Unit Mix Grid**

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
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Mix 2	1 BR - 1 Bath	50% AMI	5	1	609.91	\$1,450.00	\$7,250
Mix 3	1 BR - 1 Bath	60% AMI	10	1	609.91	\$1,450.00	\$14,500
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0

**L. UNIT DETAILS**

Mix 11									\$0
Mix 12									\$0
Mix 13									\$0
Mix 14									\$0
Mix 15									\$0
Mix 16									\$0
Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
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Mix 28									\$0
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Mix 33									\$0
Mix 34									\$0
Mix 35									\$0
Mix 36									\$0
Mix 37									\$0
Mix 38									\$0
Mix 39									\$0
Mix 40									\$0
Mix 41									\$0
Mix 42									\$0
Mix 43									\$0
Mix 44									\$0
Mix 45									\$0
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Mix 61									\$0
Mix 62									\$0
Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0
Mix 67									\$0

**L. UNIT DETAILS**

Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
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Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
<b>TOTALS</b>			20	3				\$29,000

<b>Total Units</b>	<b>20</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>12,198.20</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>12,198.20</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$357
2. Office Salaries			\$0
3. Office Supplies			\$19,136
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$25,000
<u>7.70%</u> of EGI	<u>\$1,250.00</u>	Per Unit	
6. Manager Salaries			\$25,020
7. Staff Unit (s)	(type		\$0
8. Legal			\$2,500
9. Auditing			\$8,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$4,500
12. Tax Credit Monitoring Fee			\$900
13. Miscellaneous Administrative			\$17,600
<b>Total Administrative</b>			<b>\$103,013</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$4,500
16. Water			\$3,850
17. Gas			\$0
18. Sewer			\$4,625
<b>Total Utility</b>			<b>\$12,975</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$750
21. Janitor/Cleaning Contract			\$2,500
22. Exterminating			\$1,200
23. Trash Removal			\$4,500
24. Security Payroll/Contract			\$7,500
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$4,500
28. Maintenance/Repairs Payroll			\$25,020
29. Repairs/Material			\$3,500
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$7,500
32. Heating/Cooling Repairs & Maintenance			\$857
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$536
35. Decorating/Payroll/Contract			\$4,000
36. Decorating Supplies			\$1,400
37. Miscellaneous			\$6,780
<b>Totals Operating &amp; Maintenance</b>			<b>\$70,543</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes		\$7,929
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$875 per unit	\$17,500
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$5,620
45. Other Insurance		\$2,500
<b>Total Taxes &amp; Insurance</b>		<b>\$33,549</b>

**Total Operating Expense** **\$220,080**

<b>Total Operating Expenses Per Unit</b>	<u>\$11,004</u>	<b>C. Total Operating Expenses as % of EGI</b>	<u>67.77%</u>
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**Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)** **\$6,000**

<b>Total Expenses</b>	<b>\$226,080</b>
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**N. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

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

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>Must Use Whole Numbers Only!</b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	4,378,580	0	0	4,378,580
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input checked="" type="checkbox"/> e. Structured Parking Garage	501,593	0	0	501,593
<b>Total Structure</b>	<b>4,880,173</b>	<b>0</b>	<b>0</b>	<b>4,880,173</b>
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input checked="" type="checkbox"/> h. Renewable Energy	87,725	0	0	87,725
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Hard Cost Contingency	591,826	0	0	591,826
<b>Total Land Improvements</b>	<b>679,551</b>	<b>0</b>	<b>0</b>	<b>679,551</b>
<b>Total Structure and Land</b>	<b>5,559,724</b>	<b>0</b>	<b>0</b>	<b>5,559,724</b>
r. General Requirements	400,500	0	0	400,500
s. Builder's Overhead ( 2.4% Contract)	132,438	0	0	132,438
t. Builder's Profit ( 2.4% Contract)	132,438	0	0	132,438
u. Bonds	57,845	0	0	57,845
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	0	0	0	0
z. Other 2: <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	0	0	0	0
aa. Other 3: <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>	0	0	0	0
<b>Contractor Costs</b>	<b>\$6,282,945</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,282,945</b>

**Construction cost per unit: \$284,681.35**

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

**\$778,361**

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

**\$665,376**

**O. PROJECT BUDGET - OWNER COSTS**

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	95,000	0	0	95,000
b. Architecture/Engineering Design Fee \$18,834 /Unit)	376,670	0	0	376,670
c. Architecture Supervision Fee \$5,111 /Unit)	102,214	0	0	102,214
d. Tap Fees	155,000	0	0	155,000
e. Environmental	10,000	0	0	10,000
f. Soil Borings	11,000	0	0	11,000
g. Green Building (Earthcraft, LEED, etc.)	55,000	0	0	55,000
h. Appraisal	7,500	0	0	7,500
i. Market Study	10,000	0	0	10,000
j. Site Engineering / Survey	250,000	0	0	250,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	75,000	0	0	75,000
n. Construction Interest ( 0.0% for 0 months)	750,000	0	0	750,000
o. Taxes During Construction	5,000	0	0	5,000
p. Insurance During Construction	65,000	0	0	65,000
q. Permanent Loan Fee ( 0.0% )	25,000			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	35,000	0	0	0
t. Cost Certification Fee	20,000	0	0	0
u. Accounting	5,000	0	0	0
v. Title and Recording	60,000	0	0	54,000
w. Legal Fees for Closing	175,000	0	0	157,500
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	43,747			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	20,000	0	0	20,000
ab. Organization Costs	0			
ac. Operating Reserve	148,408			
ad. Soft Costs Contingency	0			
ae. Security	0	0	0	0
af. Utilities	25,000	0	0	25,000
ag. Supportive Service Reserves				

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Rent Reserve	34,020	0	0	0
(2) Other* specify: Soft Cost Contingency	285,000	0	0	256,500
(3) Other* specify: Subsidy Loss Reserve	85,000	0	0	0
(4) Other* specify: Predevelopment Loan Inter	95,000	0	0	0
(5) Other* specify: Marketing and Preleasing	55,000	0	0	0
(6) Other* specify: Davis Bacon/Section 3 Mon	55,000	0	0	55,000
(7) Other* specify: Construction Inspection	129,000	0	0	129,000
(8) Other* specify: VHDA SLR Fee	15,000	0	0	0
(9) Other* specify: Construction Legal Fees	47,278	0	0	47,278
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$3,324,837</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,711,662</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$9,607,782</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,994,607</b>
<b>3. Developer's Fees</b>	<b>1,050,000</b>	<b>0</b>	<b>0</b>	<b>1,050,000</b>
<b>4. Owner's Acquisition Costs</b>				
Land	13,330			
Existing Improvements	0	0		
Subtotal 4:	\$13,330	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$10,671,112	\$0	\$0	\$10,044,607

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$1,184,533**

Proposed Development's Cost per Sq Foot \$446 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$556

Proposed Development's Cost per Unit \$503,423 **Meets Limits**  
 Applicable Cost Limit per Unit: \$589,015

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	10,671,112	0	0	10,044,607
<b>2. Reductions in Eligible Basis</b>				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
<b>3. Total Eligible Basis (1 - 2 above)</b>		0	0	10,044,607
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	3,013,382
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			0	13,057,989
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		0	0	13,057,989
<b>7. Applicable Percentage</b>		4.00%	4.00%	9.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,175,219
		\$1,175,219 Combined 30% & 70% P. V. Credit		

**Q. SOURCES OF FUNDS**

**Action:** Provide Documentation for all Funding Sources at **Tab T**

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
Total Construction Funding:				\$0	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	VHDA Taxable			\$90,884	\$6,777	6.75%	35	35
2.	VHDA REACH			\$800,000	\$42,219	3.95%	35	35
3.	VHDA L-Match			\$450,000	\$23,748	3.95%	35	35
4.	City of Richmond		7/30/2025	\$450,000		0.00%		
5.	VHTF		1/26/2026	\$2,000,000		0.00%	10000	35
6.	HIEE			\$811,100		0.00%		
7.	NHTF		1/26/2026	\$1,000,000	\$2,500	0.25%	10000	35
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
Total Permanent Funding:				\$5,601,984	\$75,244			

**Q. SOURCES OF FUNDS**

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

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

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	1903 Semmes subsidized land value		\$376,670
2.	V/NHTF	1/26/2026	\$2,000,000
3.	HIEE	1/26/2026	\$811,100
4.	City of Richmond	7/30/2025	\$450,000
5.	NHTF	1/26/2026	\$1,000,000
Total Subsidized Funding			\$4,637,770

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$800,000
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$1,000,000
j.	Virginia Housing Trust Fund	\$2,000,000
k.	Other:	\$811,100
	HIEE	
l.	Other:	\$450,000
	Virginia Housing L-Match	

Market-Rate Loans

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

**Q. SOURCES OF FUNDS**

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

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

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

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

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


**8. Other Subsidies**

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

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

20	Number of New PBV Vouchers
----	----------------------------
- c. **FALSE** Other

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit			
Amount of Federal historic credits	\$0	x Equity \$	\$0.000 = \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000 = \$0
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)			
i. Requested Annual HOTC Credits	\$0		
ii. 10 Year HOTC Credit Amount	\$0		
iii. Equity Dollars Per Credit	\$0.000		
iv. Percent of ownership entity (repeated from 3b)	99.99000%		
v. HOTC Credit Net	\$0		
c. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$523	(Note: Deferred Developer Fee cannot be negative.)	
v. Other:	\$0		
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>			
<b>Equity Total</b>	<u>\$523</u>		

**2. Equity Gap Calculation**

a. Total Development Cost	\$10,671,112
b. Total of Permanent Funding, Grants and Equity	- \$5,602,507
c. Equity Gap	\$5,068,605
d. Developer Equity	- \$509
e. Equity gap to be funded with low-income tax credit proceeds	\$5,068,096

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

a. Actual or Anticipated Name of Syndicator:	▶ Virginia Community Development Corporation (VCDC)		
Contact Person:	Jen Wickham	Phone:	804-343-1200
Street Address:	115 S 15th St #501		
City:	Richmond	State:	Virginia
		Zip:	23219
b. Syndication Equity			
i. Anticipated Annual Credits		\$610,675.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.830	
iii. Percent of ownership entity (e.g., 99% or 99.9%)		99.99000%	
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)		\$0	
v. Net credit amount anticipated by user of credits		\$610,614	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		\$5,068,096	

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

<b>4. Net Syndication Amount</b>	<u>\$5,068,096</u>
Which will be used to pay for Total Development Costs	
<b>5. Net Equity Factor</b>	<u>83.0000058998%</u>

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$10,671,112</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$5,602,507</u>
3. Equals Equity Gap		<u>\$5,068,605</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>83.0000058998%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$6,106,753</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$610,675</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,175,219</u>
8. Requested Credit Amount	For 30% PV Credit:	
	For 70% PV Credit:	\$610,675
Credit per LI Units	<u>\$30,533.7500</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$30,533.7500</u>	

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units		\$29,000
Plus Other Income Source (list):	Miscellaneous	\$100
Equals Total Monthly Income:		\$29,100
Twelve Months		x12
Equals Annual Gross Potential Income		\$349,200
Less Vacancy Allowance	7.0%	\$24,444
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$324,756</b>

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

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

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

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

a.	Annual EGI Low-Income Units	\$324,756
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$324,756
d.	Total Expenses	\$226,080
e.	Net Operating Income	\$98,676
f.	Total Annual Debt Service	\$75,244
g.	Cash Flow Available for Distribution	\$23,432

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	324,756	331,251	337,876	344,634	351,526
Less Oper. Expenses	226,080	232,862	239,848	247,044	254,455
Net Income	98,676	98,389	98,028	97,590	97,071
Less Debt Service	75,244	75,244	75,244	75,244	75,244
Cash Flow	23,432	23,145	22,784	22,346	21,827
Debt Coverage Ratio	1.31	1.31	1.30	1.30	1.29

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	358,557	365,728	373,043	380,503	388,113
Less Oper. Expenses	262,089	269,951	278,050	286,391	294,983
Net Income	96,468	95,777	94,993	94,112	93,130
Less Debt Service	75,244	75,244	75,244	75,244	75,244
Cash Flow	21,224	20,533	19,749	18,868	17,886
Debt Coverage Ratio	1.28	1.27	1.26	1.25	1.24

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	395,876	403,793	411,869	420,107	428,509
Less Oper. Expenses	303,833	312,948	322,336	332,006	341,966
Net Income	92,043	90,846	89,533	88,101	86,542
Less Debt Service	75,244	75,244	75,244	75,244	75,244
Cash Flow	16,799	15,602	14,289	12,857	11,298
Debt Coverage Ratio	1.22	1.21	1.19	1.17	1.15

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

**U. Building-by-Building Information**

**Must Complete**

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

Number of BINS: 1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: <b>DO NOT use the CUT feature</b> <b>DO NOT SKIP LINES BETWEEN BUILDINGS</b>					30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.	TBD	20		1903 Semmes Ave		Richmond	VA	23225				\$0				\$0	\$13,057,989	12/31/28	9.00%	\$1,175,219
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

20 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$13,057,989

\$1,175,219

Number of BINS: 1

**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:


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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: 1903 Semmes LLC  
 by: CCC 1903 Semmes LLC, its Managing Member  
 by: Commonwealth Catholic Charities Housing Corpor

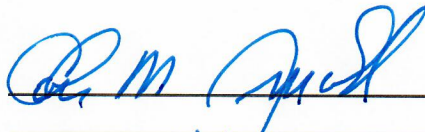
By:   
 Its: \_\_\_\_\_  
 (Title)

**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: COLIN M ARNOLD  
Virginia License#: 11337  
Architecture Firm or Company: ARNOLD DESIGN STUDIO, LLC

By:   
Its: PRINCIPAL (Title)

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

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**V. Previous Participation Certification**

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**Development Name:** 1903 Semmes**Name of Applicant (entity):** 1903 Semmes 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 only* :

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

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained within the organizational charts and any statements attached to this Certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.

2. During any time within the past ten (10) years that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee. For purposes of this statement, "declared a default" refers only to final notices of default issued after the exhaustion of all applicable notice and cure rights.

3. During any time within the last ten (10) years that any of the Participants were a Principal in an owner of multifamily rental property, no such owner was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company. For the purposes of this statement, "determined to have breached" refers only to determinations made by an independent third-party arbiter or court of law following the expiration of all applicable notice and cure periods and excludes default judgments that have been fully satisfied.

4. No Participant listed in this Certification has been required to turn control of a property over to an investor or been otherwise involuntarily removed as a general partner from the ownership of a multifamily rental property within the past ten (10) years.

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

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

7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.

8. No Participant has been suspended, debarred, or otherwise restricted by any federal or state entity from participating in housing programs administered by such entity due to programmatic noncompliance on the part of either the Participant or an entity in which the Participant was a Principal.

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

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

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

~~(a) resulted from events beyond the reasonable control of the property owner that also caused similar delays in comparable projects in the surrounding area (e.g. natural disasters, labor strikes, pandemics, or government imposed work stoppages); or~~

~~(b) solely involves work neither contractually required as a condition of tax credit allocation nor required prior to placing in service all residential buildings within such project.~~

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

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

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

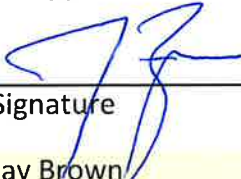

~~14. No Participants are currently named as a defendant in a civil lawsuit relating to their ownership or other participation in a multi-family housing development where the amount of damages sought by the plaintiffs against the Participants relates to such ownership or participation and is for an amount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

15. No Participant has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

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

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

  
\_\_\_\_\_  
Signature  
Jay Brown  
\_\_\_\_\_  
Printed Name  
 3/11/2026  
\_\_\_\_\_  
Date (no more than 30 days prior to submission of the Application)

**In response to Previous Participation Certification #11 and #14:**

Commonwealth Catholic Charities has been named as a defendant in Whaley Excavating v. BR Owners LLC. Other named defendants include the City of Richmond, VHDA, and Dominion Energy. Commonwealth Catholic Charities as the 10% non-managing member, non-profit partner and recipient of the right of first refusal in the deal, was not responsible nor had any decision-making control during predevelopment and/or during construction. In its response to the Circuit Court of the City of Richmond, Commonwealth Catholic Charities denies each and all allegations contained within the Complaint.

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

Included		Score
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y, N, N/A	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
Y	Y or N	0
<b>Total:</b>		<b>0.00</b>

**1. READINESS:**

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

Y	0 or -50	0.00
N	0 or -25	0.00
Y	0 to 10	10.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00
N	0 or 5	0.00
N	0 or 15	0.00
<b>Total:</b>		<b>25.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

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

N	0 or up to 5	0.00
N	0 or 20	0.00
43.46%	Up to 60	60.00
Y	0 or 5	5.00
N	up to 40	0.00
0%	0, 20, 25 or 30	0.00
N	0 or 15	0.00
Y	Up to 20	20.00
<b>Total:</b>		<b>85.00</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			95.00
b. <removed for 2026>			0.00
c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation	Y10	0, 10 or 20	10.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
g. Developments with less than 100 low income units	Y	up to 20	20.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
i. Meets Target Population Development Characteristics	N	0 or 10	0.00
Total:			<u>170.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$113,500	\$78,100

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	25.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	25.00%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>60.00</u>

5. SPONSOR CHARACTERISTICS:

a. <QAP change - removed for 2026 cycle>	N		0.00
b. Veteran Small Business Principal owner 25% or greater	N	0 or 30	0.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>0.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	80.07
Total:			<u>80.07</u>

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	35	Years	40 or 70	70.00
or b. Nonprofit or LHA purchase option/ ROFR	N		0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N		0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N		10 or 15	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N		0 or 10	0.00
f. Team member with Veteran Owned Small Business Certification	N		up to 10	0.00
g. Commitment to electronic payment of fees	Y		0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N		0, 10 or 20	0.00
Total:				<u>75.00</u>

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

**TOTAL SCORE:** 495.07

**Enhancements:**

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	2.00
e. Bath Fan - Delayed timer or continuous exhaust	3	3.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green Certification)	3	0.00
h. Rehab only: new infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	15.00
j. USB in kitchen, living room and all bedrooms	1	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
l. Provides Permanently installed dehumidification system	5	5.00
m. All interior doors within units are solid core	3	3.00
n. Installation of Renewable Energy Electric system	10	10.00
o. New Construction: Balcony or patio	4	4.00

90.00

All elderly units have:

p. Front-control ranges	1	1.00
q. Independent/suppl. heat source	1	1.00
r. Two eye viewers	1	1.00
s. Shelf or Ledge at entrance within interior hallway	2	2.00

5.00

**Total amenities: 95.00**

X.

## Development Summary

**Summary Information**

**2026 Low-Income Housing Tax Credit Application For Reservation**

**Deal Name:** 1903 Semmes

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$610,675
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Richmond City
<b>Total Units:</b> 20	<b>Population Target:</b> Elderly
<b>Total LI Units:</b> 20	
<b>Project Gross Sq Ft:</b> 22,598.00	<b>Owner Contact:</b> Charles Hall
<b>Green Certified?</b> TRUE	

<b>Total Score</b> <b>495.07</b>
-------------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,601,984	\$280,099	\$248	\$75,244
Grants	\$0	\$0		
Subsidized Funding	\$4,637,770	\$231,889		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,559,724	\$277,986	\$246	52.10%
General Req/Overhead/Profit	\$665,376	\$33,269	\$29	6.24%
Other Contract Costs	\$57,845	\$2,892	\$3	0.54%
Owner Costs	\$3,324,837	\$166,242	\$147	31.16%
Acquisition	\$13,330	\$667	\$1	0.12%
Developer Fee	\$1,050,000	\$52,500	\$46	9.84%
<b>Total Uses</b>	<b>\$10,671,112</b>	<b>\$533,556</b>		

Total Development Costs	
Total Improvements	\$9,607,782
Land Acquisition	\$13,330
Developer Fee	\$1,050,000
<b>Total Development Costs</b>	<b>\$10,671,112</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$446
<b>Applicable Cost Limit/Sq Ft:</b>	\$556
<b>Proposed Cost Limit/Unit:</b>	\$503,423
<b>Applicable Cost Limit/Unit:</b>	\$589,015

Income		
Gross Potential Income - LI Units		\$349,200
Gross Potential Income - Mkt Units		\$0
Subtotal		\$349,200
Less Vacancy %	7.00%	\$24,444
<b>Effective Gross Income</b>		<b>\$324,756</b>

Unit Breakdown	
# of Eff	0
# of 1BR	20
# of 2BR	0
# of 3BR	0
# of 4+ BR	0
<b>Total Units</b>	<b>20</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$103,013	\$5,151
Utilities	\$12,975	\$649
Operating & Maintenance	\$70,543	\$3,527
Taxes & Insurance	\$33,549	\$1,677
<b>Total Operating Expenses</b>	<b>\$220,080</b>	<b>\$11,004</b>
Replacement Reserves	\$6,000	\$300
<b>Total Expenses</b>	<b>\$226,080</b>	<b>\$11,304</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	5	5
40% AMI	0	0
50% AMI	5	5
60% AMI	10	10
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$324,756
Total Expenses	\$226,080
<b>Net Income</b>	<b>\$98,676</b>
Debt Service	\$75,244
<b>Debt Coverage Ratio (YR1):</b>	<b>1.31</b>

**Income Averaging?** FALSE

**Extended Use Restriction?** 50

**Y. Efficient Use of Resources**

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 100 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 100. In this example,  $(40\%/60\%) \times 100$  or 66.67 points.

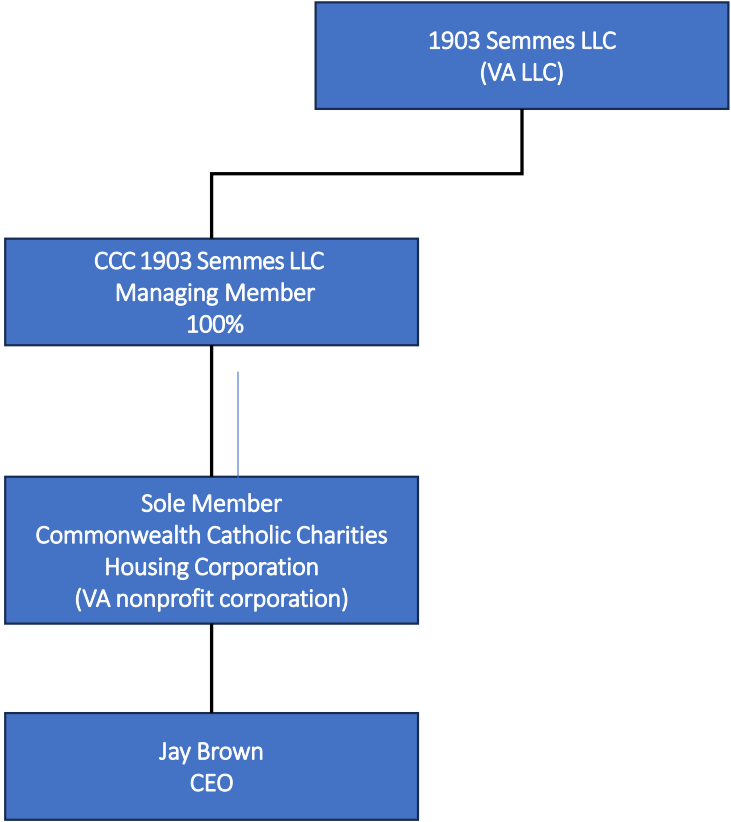
Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$1,175,219
Credit Requested	\$610,675
% of Savings	48.04%
Sliding Scale Points	80.07

# Tab A:

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

**1903 Semmes**  
Ownership Structure



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That 1903 Semmes 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 February 9, 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:

March 10, 2026

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

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

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



Vibrant Communities Drive Change

Commonwealth Catholic Charities Housing Corporation  
1903 Semmes LLC  
c/o Jay Brown  
1601 Rolling Hills Drive  
Richmond, VA 23229

RE:  
1903 Semmes  
1903 Semmes LLC  
Investor Letter of Intent

Dear Mr. Brown,

VCDC, through one of its subsidiary entities, is interested in providing an investment for the Low-Income Housing Tax Credits to be generated by the development of 1903 Semmes. Subject to the usual and customary due diligence, investor committee approval, and fund formation, VCDC anticipates the potential to purchase the Investor Member interests in 1903 Semmes LLC on behalf of an equity fund created to promote the development of affordable housing.

Based on our analysis of the information provided to date, the Investor Member is interested in making a total equity investment of \$5,068,096 to 1903 Semmes LLC. This investment is based on the Investor Member's 99.99% share of the projected annual Low Income Housing Tax Credit of \$610,675 at \$.83 per credit dollar, and other tax benefits.

Please feel free to contact me if you have any questions. We look forward to working with you again.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Bleile', is written over a white background.

Steve Bleile  
Vice President of Community Investments

115 S 15<sup>th</sup> Street  
Suite 501  
Richmond VA 23219  
804.343.1200  
vibrantcommunities.us



# **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)

## OPTION TO PURCHASE

This Option to Purchase (this "*Agreement*"), effective as of March 13, 2024 ("*Effective Date*"), is made by and between **THE MAGGIE WALKER COMMUNITY LAND TRUST**, a Virginia non-stock corporation (the "*Optionor*"), and **1903 SEMMES LLC**, a Virginia limited liability company, or assigns ("*Optionee*").

### RECITALS

- A. Optionor is the sole legal owner of certain unimproved real property located in the City of Richmond, Virginia, being commonly known as 1903 and 1905 Semmes Avenue, Richmond, Virginia 23225 and identified by the City of Richmond, Virginia as tax identification numbers S0000302008 and S0000302012, containing approximately 0.275 and 0.413 acres, and described on the attached Exhibit A ("*Property*"), and Optionor wishes to grant Optionee an option to purchase the Property.
- B. Optionee wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Grant of Option to Purchase.** In consideration of Optionor's receipt of \$10.00 from Optionee (which is hereby acknowledged), Optionor hereby grants to Optionee the exclusive right and option to purchase the Property (the "*Option*") at any time after the Effective Date, and continuing until 5:00 p.m. on November 30, 2027 (the "*Option Expiration Date*").
2. **Purchase Price.** This Option shall not be recorded; however, a further agreement to be entered into between the Optionor and the Optionee, or a memorandum thereof, is expected to be executed by the Optionor and Optionee. All real estate taxes shall be prorated as of the date closing of the purchase of the Property ("*Closing*") occurs. Optionor shall pay for any roll back taxes, the recording tax imposed upon grantors as to the deed, the cost of preparation of the deed, and Optionor's attorney's fees. Optionee shall pay all other expenses and closing costs, including, without limitation, the cost of recordation of the deed, any deed of trust, the cost of any survey, the cost of a title commitment and owner's and lender's title insurance policies and fees, and expenses of its attorneys. Optionee shall pay any fees owed to an escrow agent in connection with Closing. The amount of the Purchase Price (as defined in the further agreement) will be equal to THIRTEEN THOUSAND THREE HUNDRED TWENTY-NINE AND 84/100 DOLLARS (\$13,329.84), payable upon Closing.
3. **Application of Consideration to Purchase Price.** If Optionee elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the purchase price.
4. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Option Expiration Date.
5. **Proof of Title.** Optionor will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property on terms acceptable to Optionee.

6. **Failure to Exercise Option.** If Optionee does not exercise the Option in accordance with its terms and before the Option Expiration Date, the Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Option, the Optionor will retain any sums paid as consideration for the Option.
7. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed below, or when delivered personally to such party. No notice will be effective unless a copy is also sent to the recipient by email, including to all copy addresses set forth below, as the same may be amended:

To Optionee:                   1903 Semmes LLC  
                                      c/o Commonwealth Catholic Charities Housing Corporation  
                                      1601 Rolling Hills Drive  
                                      Richmond, Virginia 23229  
                                      Attention: Charles Hall, Vice President of Housing  
                                      Email: [charles.hall@cccofva.org](mailto:charles.hall@cccofva.org)

With a copy to:               Williams Mullen  
                                      200 South 10<sup>th</sup> Street, 16<sup>th</sup> Floor  
                                      Richmond, VA 23219  
                                      Attention: T. Preston Lloyd, Jr., Esq.  
                                      Email: [plloyd@williamsmullen.com](mailto:plloyd@williamsmullen.com)

To Optionor:                   The Maggie Walker Community Land Trust  
                                      203 North Robinson Street  
                                      Richmond Virginia 23220  
                                      Attention: Chief Executive Officer  
                                      Email: [erica@hdadvisors.net](mailto:erica@hdadvisors.net)

With a copy to:               Fleckenstein Young & Pearson, P.C.  
                                      311 S. Arthur Ashe Blvd  
                                      Richmond, VA 23220  
                                      Attn: Lawrence H. Pearson, Jr., Esq.  
                                      Email: [lane@pf-law.com](mailto:lane@pf-law.com)

8. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
9. **Marketing.** Optionor shall not market the Property or enter into any contract or option to sell the Property prior to the Option Expiration Date.
10. **Contingencies.** Optionee's exercise of the Option is contingent upon the following, without limitation: (a) the Optionee determining the feasibility of the Property for development, (b) the Optionee obtaining financing for the development of the Property, including an allocation of 9% low-income housing tax credits from Virginia Housing, (c) Optionee obtaining (on terms and conditions satisfactory to it in its sole discretion) subdivision and/or plan of development approval necessary to permit the development and construction of the project, (d) there shall be no material change in the environmental condition of the Property between the Effective Date and Option Expiration Date, (e) there shall be no building, sewer, water or other moratorium affecting the Property in effect, pending or proposed by any applicable authority, and (f) there shall be no litigation, proceeding or investigation pending, or to the knowledge of Optionor or Optionee threatened, which might prevent or adversely affect the construction and operation of improvements on any portion of the Property or which questions the validity of any actions taken or to be taken by Optionor or Optionee hereunder.
11. **Extended Use Regulatory Agreement and Right of First Refusal.** If Optionee exercises the Option, at Closing, among other things, Optionee shall record an Extended Use Regulatory Agreement and Declaration of Restrictive Covenants (the “*EURA*”) in favor of Virginia Housing that includes restrictive covenants requiring all leases for any residential dwelling unit on the Property must be made to lessees aged fifty-five (55) and older earning at or below sixty percent (60%) of the City of Richmond, Virginia’s area median income, adjusted for household size. If Optionee exercises the Option, either the EURA or a separate agreement shall additionally grant Optionor a right of first refusal to purchase the Property after the close of the affordability compliance period set forth in the EURA in the event that (i) Optionee fails to comply with the restrictive covenants stated in the preceding sentence, or (ii) Optionee receives an offer to purchase the Property, with such right of first refusal being subordinate to the right of first refusal granted by Optionee to Commonwealth Catholic Charities Housing Corporation in connection with Optionee’s 2024 application for 9% low-income housing tax credits from Virginia Housing.
12. **Project Financing; Construction Commencement; Right of Reversion.** If Optionee exercises the Option and Closing occurs, in the event that Commencement of Construction of Optionee’s project has not occurred within eighteen (18) months of Closing, then title to the Property shall automatically revert to Optionor. For purposes of this Agreement, “Commencement of Construction” shall have occurred when Optionee has satisfied the following: (i) Optionee shall have obtained all required building permits to construct the project on the Property or have a permit ready letter issued by the City of Richmond, Virginia; (ii) Optionee shall have secured construction financing acceptable to Optionee in its reasonable discretion for the project; (iii) the construction contract for the project shall have been executed by the Optionee and the general contractor who has been selected to perform the work; and (iv) physical work has begun. Within seven (7) days of Commencement of Construction, Optionor shall provide written acknowledgement in a form satisfactory to Optionee releasing the reversion right contained in this Section.

*[signature page follows]*

Exhibit A to Option to Purchase

Legal Description

1903 Semmes Avenue

ALL that certain lot or parcel of land in the City of Richmond, Virginia, containing 0.131 acre, more or less, commonly known as 1903 Semmes Avenue, Richmond, VA 23225, shown and described on that certain plat of survey by Cardinal Civil Resources entitled "Boundary Survey On The Property Of City Of Richmond, Instrument # 02-006497, PID S0000302008 & S0000302012, City Of Richmond, Virginia", dated September 29, 2022, a copy of which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia in Instrument No. 240003187, to which plat reference is hereby made for a more particular description hereof.

1905 Semmes Avenue

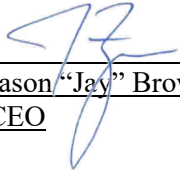
ALL that certain lot or parcel of land in the City of Richmond, Virginia, containing 0.258 acre, more or less, commonly known as 1905 Semmes Avenue, Richmond, VA 23225, shown and described on that certain plat of survey by Cardinal Civil Resources entitled "Boundary Survey On The Property Of City Of Richmond, Instrument # 02-006497, PID S0000302008 & S0000302012, City Of Richmond, Virginia", dated September 29, 2022, a copy of which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia in Instrument No. 240003187, to which plat reference is hereby made for a more particular description hereof.

*[signature page to Option to Purchase]*

**OPTIONEE:**

1903 SEMMES LLC,  
a Virginia limited liability company

By: Commonwealth Catholic Charities Housing Corporation,  
a Virginia non-stock corporation  
its Sole Member/Manager

By:   
Name: Jason "Jay" Brown  
Title: CEO

**OPTIONOR:**

THE MAGGIE WALKER COMMUNITY LAND TRUST,  
a Virginia non-stock corporation


By:   
Name: Erica Sims  
Title: CEO

Exhibit A to Option to Purchase

Legal Description

1903 Semmes Avenue

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1905 Semmes Avenue

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PIN: S0000302008

PID: 41577

As of: 3/5/2026 10:19:00 PM

## City of Richmond, VA Report

## Property Owner

**Name:** MAGGIE WALKER COMMUNITY LAND TRUST C/O ERICA SIMS**Mailing Address:** 203 N ROBINSON ST  
RICHMOND, VA 23220**Parcel Use:** B Commercial Vacant Land**Neighborhood:** 471

## Property Information

**Property Address:** 1903 Semmes Ave**PIN** S0000302008**Size:** 0.275 Acres, 12000.000 Square Feet**Property Description:** BELLEVUE L15-18 B2; 0100.00X0120.00 0000.000

## Additional Information

## Exempt Code

Maggie Walker Comm Land Trust (MWCLT)

## Current Assessment

Year	Land	Improvements	Total
2026	\$156,000	\$0	\$156,000

## Deed Transfers

Recordation Date	Book	Page	Deed Type	Consideration	Grantee
3/4/2024	ID2024	3187	N/A	\$0	MAGGIE WALKER COMMUNITY LAND
3/1/2002	ID2002	6497	QC	\$0	CITY OF RICHMOND
6/8/1983	00594	0423	N/A	\$120,000	COMMONWEALTH OF VIRGINIA
5/13/1963	000000	00000	N/A	\$44,300	Not Available
1/1/1900	000000	00000	N/A	\$44,300	Not Available

<b>Assessment History</b>			
<b>Year</b>	<b>Land</b>	<b>Improvements</b>	<b>Total</b>
2025	\$156,000	\$0	\$156,000
2024	\$144,000	\$0	\$144,000
2023	\$132,000	\$0	\$132,000
2022	\$120,000	\$0	\$120,000
2021	\$108,000	\$0	\$108,000
2020	\$108,000	\$0	\$108,000
2019	\$108,000	\$0	\$108,000
2018	\$108,000	\$0	\$108,000
2017	\$108,000	\$0	\$108,000
2016	\$108,000	\$0	\$108,000
2015	\$96,000	\$0	\$96,000
2014	\$96,000	\$0	\$96,000
2013	\$96,000	\$0	\$96,000
2012	\$96,000	\$0	\$96,000
2011	\$96,000	\$0	\$96,000
2010	\$96,000	\$0	\$96,000
2009	\$96,000	\$0	\$96,000
2008	\$96,000	\$0	\$96,000
2007	\$40,500	\$0	\$40,500
2006	\$39,300	\$0	\$39,300
2005	\$37,400	\$0	\$37,400

## Not a Legal Document

Subject to terms and conditions  
[www.actDataScout.com](http://www.actDataScout.com)

PIN: S0000302012

PID: 41578

As of: 3/5/2026 10:19:00 PM

## City of Richmond, VA Report

## Property Owner

**Name:** MAGGIE WALKER COMMUNITY LAND TRUST C/O ERICA SIMS**Mailing Address:** 203 N ROBINSON ST  
RICHMOND, VA 23220**Parcel Use:** B Commercial Vacant Land**Neighborhood:** 471

## Property Information

**Property Address:** 1905 Semmes Ave**PIN** S0000302012**Size:** 0.413 Acres, 18000.000 Square Feet**Property Description:** BELLEVUE L19-24 B2; 0150.00X0120.00 0000.413 AC

## Additional Information

## Exempt Code

Maggie Walker Comm Land Trust (MWCLT)

## Current Assessment

Year	Land	Improvements	Total
2026	\$234,000	\$0	\$234,000

## Deed Transfers

Recordation Date	Book	Page	Deed Type	Consideration	Grantee
3/4/2024	ID2024	3187	N/A	\$0	MAGGIE WALKER COMMUNITY LAND
3/1/2002	ID2002	6497	QC	\$0	CITY OF RICHMOND
6/20/1983	00594	1134	N/A	\$100,000	COMMONWEALTH OF VIRGINIA
12/29/1975	000477	00123	N/A	\$71,500	Not Available
1/1/1900	000477	00123	N/A	\$71,500	Not Available

<b>Assessment History</b>			
<b>Year</b>	<b>Land</b>	<b>Improvements</b>	<b>Total</b>
2025	\$234,000	\$0	\$234,000
2024	\$211,000	\$0	\$211,000
2023	\$194,000	\$0	\$194,000
2022	\$178,000	\$0	\$178,000
2021	\$162,000	\$0	\$162,000
2020	\$162,000	\$0	\$162,000
2019	\$162,000	\$0	\$162,000
2018	\$162,000	\$0	\$162,000
2017	\$162,000	\$0	\$162,000
2016	\$162,000	\$0	\$162,000
2015	\$144,000	\$0	\$144,000
2014	\$144,000	\$0	\$144,000
2013	\$144,000	\$0	\$144,000
2012	\$144,000	\$0	\$144,000
2011	\$144,000	\$0	\$144,000
2010	\$144,000	\$0	\$144,000
2009	\$144,000	\$0	\$144,000
2008	\$144,000	\$0	\$144,000
2007	\$67,500	\$0	\$67,500
2006	\$65,500	\$0	\$65,500
2005	\$62,400	\$0	\$62,400

## Not a Legal Document

Subject to terms and conditions  
[www.actDataScout.com](http://www.actDataScout.com)

# **Tab F:**

RESNET Rater Certification (MANDATORY)



## Appendix F

### RESNET Rater Certification of Development Plans

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

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

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

**In addition, provide HERS rating documentation as specified in the manual.**

**New Construction** – EnergyStar Certification  
The development's design meets the criteria for the EnergyStar Certification. Rater understands that before issuance of IRS Form 8609, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.

**Rehabilitation** – 30% performance increase over existing, based on HERS index.  
**Or**, it must provide evidence of a HERS Index of 80 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

**Adaptive Reuse** – Must provide evidence of a HERS index of 95 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

#### **Additional Optional Certification**

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

**Earthcraft Certification** - The development's design meets the criteria to obtain Earthcraft Multifamily program gold certification or higher.

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

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

**Enterprise Green Communities**—The development's design meets the requirements stated in the Enterprise Green Communities Criteria for this development's construction type to obtain certification.

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

	Benoit Rivard	3/4/2026
RESNET Rater Signature	Printed Name	Date

Southern Energy Management	Laurie Colwander
RESNET Provider Agency	Provider Contact Name

	laurie@southern-energy.com	919-538-7837
Contact Signature	Email	Phone

1903 Semmes  
Development Name

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2026-03-02

Registry ID:

Ekotrope ID: dWE0Y742

## HERS® Index Score:

# 47

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$997

\*Relative to an average U.S. home

## Home:

1903 Semmes Ave  
Richmond, VA 23225

## Builder:

## Your Home's Estimated Energy Use:

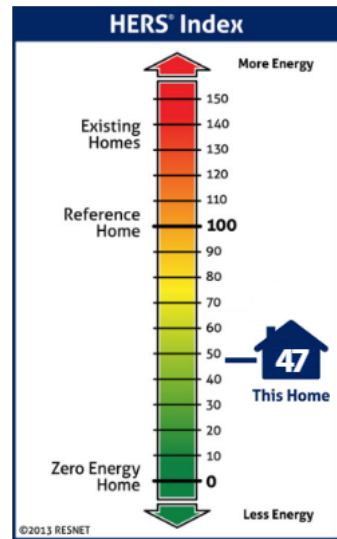
	Use [MBtu]	Annual Cost
Heating	2.4	\$91
Cooling	1.6	\$62
Hot Water	4.4	\$170
Lights/Appliances	10.3	\$399
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>18.6</b>	<b>\$812</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2006 International Energy Conservation Code



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	1B6 Top live
Community:	N/A
Conditioned Floor Area:	731 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 4.07 ACH50)
Ventilation:	120 CFM • 40.9 Watts • Supply Only
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-25
Ceiling:	Sealed Attic, R-45
Window Type:	U-Value: 0.25, SHGC: 0.22
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Benoit Rivard

RESNET ID: 4443444

**Rating Company:** Southern Energy Management MES  
5908 Triangle Drive

**Rating Provider:** Southern Energy Management  
5908 Triangle Drive, Raleigh, NC 27617  
919-836-0330

Benoit Rivard, Certified Energy Rater  
Digitally signed: 3/3/26 at 5:40 PM





## System Overview

TOTAL SYSTEM SIZE

**29.8 kW-DC**

30 YEAR CO2 EMISSIONS IMPACT

**1,778,563 LBS**

**Net System Cost \$75,450**

## LIFETIME SOLAR ENVIRONMENTAL IMPACT



Vehicles Taken  
Off the Road  
**170**



Tree Seedlings  
Planted  
**20,689**



Miles Per Year  
Saved  
**1,921,317**



Acres of Forest  
in 1 Year  
**661**

### Production Data

Year 1 Production

41,905 kWh

Lifetime Production

1,170,108kWh

Estimated Annual  
Production

39,004 kWh

Prepared By

**Southern Energy Management**

5908 Triangle Drive, Raleigh, NC 27617

**Mickey Fanney**

**Commercial Solar Specialist**

P: (919) 441-9686

E: mickey@southern-energy.com

Prepared For

**Commonwealth Catholic**

Meter #1, 1601 Rolling Hills Dr, Richmond, VA, 23229

DATE SUBMITTED

**2/2/2026**

PROPOSAL VALID TO

**30 Days from Date Submitted**

## Cost & Incentives

- \* Consult a Tax Professional for all estimated benefits
- \* 100% Bonus MACR Depreciation
- \* O&M Agreement is a separate purchase

Solar PV System Cost and Incentives	
Solar PV System Cost	\$125,750
Direct Pay ITC	-\$50,300
<b>Net Solar PV System Cost</b>	<b>\$75,450</b>

## Payment Terms

Proposal valid for 30 days from date submitted, based on current rate schedule and current site assumptions.

<b>Acceptance of Proposal</b>	\$25,150	20%
<b>Work Commencement</b>	\$37,725	30%
<b>Substantial Completion</b>	\$50,300	40%
<b>Commissioning</b>	\$12,575	10%
<b>Total</b>	\$125,750	100%

## Financing

Financing quote is available upon request.

## Global Assumptions

Calculations and savings in this proposal are an estimate. Actual performance may vary.

Project Life

**30 Years**

### WARRANTIES & MAINTENANCE

- 12 Year Product Warranty on Modules
- 30 Year Power Output Warranty on Modules
- 10 Year Warranty on Inverters
- 5 Year Labor Warranty on SEM Installed Components
- Extended Warranties are Available

### EXCLUSIONS

- Provisions to paint any components
- Any repairs to the roof required before installation of the PV system
- Bonding
- Electrical facilities upgrade expenses

### Equipment Selection

Module	29.8 kW-DC Standard Modules
Inverter	Standard Inverter



**3027+**

Solar Systems Installed  
Since 2001

**306+**

Families & Businesses  
Impacted This Year

**25**

Years in Business

## About Us

**Southern Energy Management (SEM) is the Southeast's rooftop solar and building performance expert based out of Raleigh, North Carolina.**

We're a team of over 180 building scientists, solar professionals, and entrepreneurs (and our dogs) dedicated to improving the way the world makes and uses energy. Since 2001, it's been our mission to help others achieve their sustainability goals. Together with homeowners, builders, and companies across the country, we're leading the change through energy efficiency and turn-key solar services.



We also believe what you do is important, and how you do it matters just as much. Because of that, we're proud to be a Certified B Corporation using business as a force for good. B Corp Certification verifies that Southern Energy Management meets rigorous standards in social and environmental performance, accountability, and transparency.

## What's Next?

**Review and Reset:** Review internally and reach out to us with any questions for our next meeting. We want to help find the right sized system for you! We'll need to make sure we have the most up-to-date information. Bills, plan sets (if applicable), and any other items that will help us be sure we're as accurate as possible.

SEM will update this quote based on conversation and revisit with any amendments as needed. Follow up will occur within the next two weeks with initial updates.

Certified



Corporation



PV Installation  
Professional



Environment  
2017-2022



NC GC License #69072 / NC Electrical License: U31374

# **Tab G:**

Zoning Certification Letter (MANDATORY)

# Zoning Certification

**DATE:** February 28, 2026

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

**RE:** ZONING CERTIFICATION

Name of Development: 1903 Semmes  
Name of Owner/Applicant: 1903 Semmes LLC  
Name of Seller/Current Owner: Maggie Walker Community Land Trust

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely to confirm proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely to determine whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credit.

**DEVELOPMENT DESCRIPTION:**

**Development Address:**

1903 and 1905 Semmes Avenue  
Richmond, Virginia 23225

**Leal Description:**

Parcel ID: S0000303008 S0000302012

**Proposed Improvements:**

Construction

New Construction:	# Units	<u>20</u>	# Buildings	<u>1</u>	Total Floor Area	<u>23406.8</u>
Adaptive Reuse	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area	<u>          </u>
Rehabilitation:	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area	<u>          </u>

**Zoning Certification, cont'd**

**Current Zoning:** B-3 Business allowing a density of 10 units per acre, and the following other applicable conditions: \_\_\_\_\_

**Other Descriptive Information:**

A Plan of Development was approved on March 12, 2024 allowing for the construction of 20 dwelling units and a 1,500 sqft commercial condo.  
In addition, the Board of Zoning Appeals (BZA) approved the variance request as submitted by Commonwealth Catholic Charities Housing Corporation waiving the front yard setback requirement for parking spaces and access aisles, allowing the construction of a drive aisle through the site.

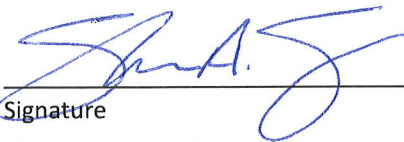
**LOCAL CERTIFICATION:**

Check one of the following a appropriate:

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

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



  
Signature

Shawn A. Smith

Printed Name

Senior Project Manager

Title of Local Official or Civil Engineer

(804) 200-6500

Phone

February 28, 2026

Date

**NOTES TO LOCALITY:**

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

1903 and 1905 Semmes Avenue

Legal Description

1903 Semmes Avenue

ALL that certain lot or parcel of land in the City of Richmond, Virginia, containing 0.131 acre, more or less, commonly known as 1903 Semmes Avenue, Richmond, VA 23225, shown and described on that certain plat of survey by Cardinal Civil Resources entitled "Boundary Survey On The Property Of City Of Richmond, Instrument # 02-006497, PID S0000302008 & S0000302012, City Of Richmond, Virginia", dated September 29, 2022, a copy of which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia in Instrument No. 240003187, to which plat reference is hereby made for a more particular description hereof.

1905 Semmes Avenue

ALL that certain lot or parcel of land in the City of Richmond, Virginia, containing 0.258 acre, more or less, commonly known as 1905 Semmes Avenue, Richmond, VA 23225, shown and described on that certain plat of survey by Cardinal Civil Resources entitled "Boundary Survey On The Property Of City Of Richmond, Instrument # 02-006497, PID S0000302008 & S0000302012, City Of Richmond, Virginia", dated September 29, 2022, a copy of which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia in Instrument No. 240003187, to which plat reference is hereby made for a more particular description hereof.

# **Tab H:**

Attorney's Opinion (MANDATORY)

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

March 12, 2026

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

RE: 2026 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: 1903 Semmes  
Name of Owner: 1903 Semmes 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 March 12, 2026 (of which this opinion is a part) (the “**Application**”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“**Credits**”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “**Regulations**”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

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

7. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

8. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

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

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

Williams Mullen



By: \_\_\_\_\_  
Its: Shareholder

EXHIBIT A  
TO  
ATTORNEY'S OPINION LETTER

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

	NAME	TITLE
1	Jason "Jay" Brown	CEO of Commonwealth Catholic Charities Housing Corporation, as sole member/manager of CCC 1903 Semmes LLC, as manager of 1903 Semmes LLC

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

~~[Insert Date]~~  
March 12, 2026

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

RE: 2026 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: 1903 Semmes  
Name of Owner: 1903 Semmes 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 ~~\_\_\_\_\_~~ March 12, 2026 (of which this opinion is a part) (the “**Application**”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“**Credits**”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “**Regulations**”).

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

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

~~2.~~ ~~[Select One]~~

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

~~4. [Select One]~~

~~4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.~~

~~OR~~

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

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

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

7. ~~[Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.

8. ~~[Delete if inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

~~9. [Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~10. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

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

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

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

Williams Mullen

(Add)



By: \_\_\_\_\_  
Its: Shareholder

EXHIBIT A  
TO  
ATTORNEY'S OPINION LETTER

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

	NAME	TITLE
1	<a href="#"><u>Jason "Jay" Brown</u></a>	<a href="#"><u>CEO of Commonwealth Catholic Charities Housing Corporation, as sole member/manager of CCC 1903 Semmes LLC, as manager of 1903 Semmes LLC</u></a>
2		
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20		

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

## Nonprofit Questionnaire

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

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

### 1. General Information

- a. Name of development \_\_\_\_\_
- b. Name of owner/applicant \_\_\_\_\_
- c. Name of nonprofit entity \_\_\_\_\_
- d. Address of principal place of business of nonprofit entity  
\_\_\_\_\_  
\_\_\_\_\_

Indicate funding sources and amount used to pay for office space

- e. Tax exempt status     501(c)(3)     501(c)(4)     501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) \_\_\_\_\_  
Evidenced by the following documentation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) \_\_\_\_\_
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. Expected life (in years) of nonprofit \_\_\_\_\_  
\_\_\_\_\_

j. Explain the anticipated future activities of the nonprofit over the next five years:

---

---

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? \_\_\_\_\_

How many part time, paid staff members? \_\_\_\_\_

Describe the duties of all staff members:

---

---

---

---

l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES  NO If yes, explain in detail: \_\_\_\_\_

---

---

m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

---

---

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

---

---

---

---

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses \_\_\_\_\_

---

---

---

---

---

**2. Nonprofit Formation**

a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_

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

b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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

c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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

d. Does any for-profit organization or local housing authority have the right to make such appointments?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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

e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?

YES    NO   If yes, explain in detail: \_\_\_\_\_

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

f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?

YES    NO

\_\_\_\_\_

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) \_\_\_\_\_

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h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.

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**3. Nonprofit Involvement**

a. Is the nonprofit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

YES     NO

(i) Will the nonprofit own at least 10% of the general partnership/owning entity?

YES     NO

(ii) Will the nonprofit own 100% of the general partnership interest/owning entity?

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest

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b. (i) Will the nonprofit be the managing member or managing general partner?

YES     NO    If yes, where in the partnership/operating agreement is this provision specifically referenced?

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(ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest?     YES     NO

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c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?  YES  NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?

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Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:

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d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES  NO If yes,

(i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

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(ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

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(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture?  YES  NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

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e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

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f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

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g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

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h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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(ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

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i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

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j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  YES  NO If yes, explain in detail the amount and timing of such payments.

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k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

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l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

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m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

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n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

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**4. Virginia and Community Activity**

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

b. Define the nonprofit's geographic target area or population to be served:

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c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO  
If yes, or no, explain nature, extent and duration of any service:

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d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

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e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES  NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES  NO If yes, explain:

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g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

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h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,

(i) Low-income residents of the community?  YES  NO

(ii) Elected representatives of low-income neighborhood organizations?  YES  NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES  NO

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j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

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k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

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m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

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n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

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o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

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p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

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q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES  NO If yes, explain:

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r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES  NO If yes, explain the need identified:

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s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES  NO If yes, explain the plan:

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**5. Attachments**

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date 3/9/2026

Owner/Applicant 1903 Semmes LLC

By 

Its CEO Title

Date March 9, 2026

Commonwealth Catholic Charities Housing Corporation  
Nonprofit

By   
Board Chairman

By   
Executive Director

Board Member information containing personal information has been removed for  
general public viewing to help protect personal privacy.

Virginia Housing  
3/26/2026

**ARTICLES OF INCORPORATION**  
**OF**  
**COMMONWEALTH CATHOLIC CHARITIES HOUSING CORPORATION**  
**A Virginia Nonstock Corporation**

**Article I**  
**Name**

The name of the corporation is Commonwealth Catholic Charities Housing Corporation (hereinafter “Corporation”).

**Article II**  
**Purposes**

The Corporation is formed for religious, educational, and charitable purposes, and shall include, but not be limited to developing, acquiring, owning, financing and managing and otherwise providing affordable housing and housing-related services within the Catholic Diocese of Richmond.

**Article III**  
**Powers**

A. The Corporation is organized and shall be operated exclusively for religious and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue law (the “Code”). The Corporation shall operate as a “supporting organization” described in Section 509(a)(3) of the Code by conducting and supporting activities which carry out the exclusively public purposes of Commonwealth Catholic Charities, a Virginia non-stock corporation and an organization described in Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A) of the Code, to fulfill its mission of providing quality, compassionate human services to all people,

especially the most vulnerable, through soliciting support from communities served. The preceding sentence shall not limit the ability of the Corporation to carry out any other charitable, educational, or scientific purposes previously set forth herein. The Corporation may engage only in activities that may be carried on by a corporation exempt from federal income taxation under Section 501(c)(3) of the Code and by a corporation to which contributions are deductible under Sections 170(c), 2055 and 2522 of the Code.

B. No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual, except that the Corporation may pay reasonable compensation for services rendered and may make payments or distribution in furtherance of the purposes set forth in Article II herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, nor shall the Corporation participate or intervene (including by publishing or distributing statements) in any political campaign on behalf of, or in opposition to, any candidate for public office.

C. To the extent consistent with Section 501(c)(3) of the Code, the Corporation may exercise any and all powers conferred upon nonstock corporations by Sections 13.1-826 and 827 of the Virginia Nonstock Corporation Act.

#### **Article IV.** **Member**

The sole member of the Corporation shall be the Most Reverend Francis X. DiLorenzo, Bishop of the Catholic Diocese of Richmond, Virginia, or his Successors in office (hereinafter "Sole Member"). Sole Member shall have the power to disallow any of the actions herein described or any other action of the Board of Directors, Corporation, and Its employees or agents, acting on Its behalf, when he determines in his sole discretion that such action is, or

imposes a restriction, condition or requirement, inconsistent with the philosophy or teachings of the Roman Catholic Church.

**Article V.**  
**Directors**

A. The Corporation shall have a Board of Directors. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors.

B. The number of persons constituting the Board of Directors shall be fixed by the Bylaws but shall not be less than five (5) and not more than ten (10) and in the absence of a Bylaw fixing the number, shall be five (5).

C. Initial Directors shall be nominated by the Board of Directors of Commonwealth Catholic Charities (“CCC Board”) by a simple majority and approved by the Sole Member. Director candidates who are nominated and approved in this manner shall be appointed upon a two-thirds vote of the CCC Board at a regularly scheduled board meeting or one called for that purpose. At the first Annual Meeting of the Board of Directors, the number of Directors shall be divided into three (3) groups with each group containing one-third (1/3) of the total as nearly as possible. The term of the Directors in the first group shall expire at the first Annual Meeting of the Board of Directors after their appointment, the terms of the Directors in the second group shall expire at the second Annual Meeting of the Board of Directors after their appointment, and the terms of the Directors in the third group shall expire at the third Annual Meeting of the Board of Directors after their appointment. Following the appointment of the initial Director, new Directors shall be recommended by the Board of Directors and appointed to a term of three (3) years upon a two-thirds vote of the CCC Board at a regularly scheduled board meeting or one called for that purpose.

D. The Board of Directors shall be responsible for the day-to-day management of the assets and affairs of the Corporation.

E. The Board of Directors shall propose policies that further the purpose of the Corporation.

F. The Board of Directors shall approve operating agreements, any merger, consolidation, creation of a subsidiary, or the affiliation of the Corporation with any other corporation or institution and any decision to dissolve or liquidate the Corporation.

G. The Board of Directors shall appoint the Officers of the Board of Directors. The chief executive of the Corporation shall be the Executive Director of Commonwealth Catholic Charities, who may be removed by a majority vote of the CCC Board.

**Article VI.**  
**Registered Office and Agent.**

The initial registered office of the Corporation is 8550 Mayland Drive, Richmond, VA 23294 in the County of Henrico, Virginia. Its initial registered agent at that address is Greer P. Jackson, Jr., Esquire, who is a resident of Virginia and a member of the Virginia State Bar.

**Article VII.**  
**Dissolution.**

If the Corporation is dissolved, any assets remaining after payment (or provision for payment) of all claims against it shall be distributed to Commonwealth Catholic Charities, if then existing, or, if not, the Catholic Diocese of Richmond, Virginia, to be used for the religious, charitable or educational missions of the Roman Catholic Church. Commonwealth Catholic Charities, if then existing, or, if not, the Catholic Diocese of Richmond shall adhere to any

restrictions on these assets in accordance with the Corporation's gift acceptance policy and the endowment agreement.

**Article VIII.**  
**Indemnification**

The Corporation shall indemnify and hold harmless to the full extent permitted by law any person who was, or is, a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, Officer or Member of the Corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Dated:

Aug. 3, 2017



**The Most Reverend Francis X. DiLorenzo  
Bishop of the Catholic Diocese of Richmond,  
Sole Member of the Commonwealth Catholic  
Charities Housing Corporation, and his  
successors in office**

**ARTICLES OF AMENDMENT**  
**OF**  
**COMMONWEALTH CATHOLIC CHARITIES HOUSING CORPORATION**

1. The name of the corporation is Commonwealth Catholic Charities Housing Corporation (hereinafter "Corporation").
2. Article V, Paragraph B of the Articles of Incorporation is deleted and replaced as follows:
  - B. The number of persons constituting the Board of Directors shall be fixed by the Bylaws but shall not be less than five (5) and not more than fifteen (15) and in the absence of a Bylaw fixing the number, shall be five (5).
3. The foregoing amendment was adopted by the Corporation on October 6, 2020.
4. The amendment was adopted by the consent of the sole member.

Executed in the name of the Corporation by:

Dated: \_\_\_\_\_

10/23/20



**The Most Reverend Barry C. Knestout  
Bishop of the Catholic Diocese of Richmond,  
Sole Member of the Commonwealth Catholic  
Charities Housing Corporation, and his  
successors in office**

# **Tab J:**

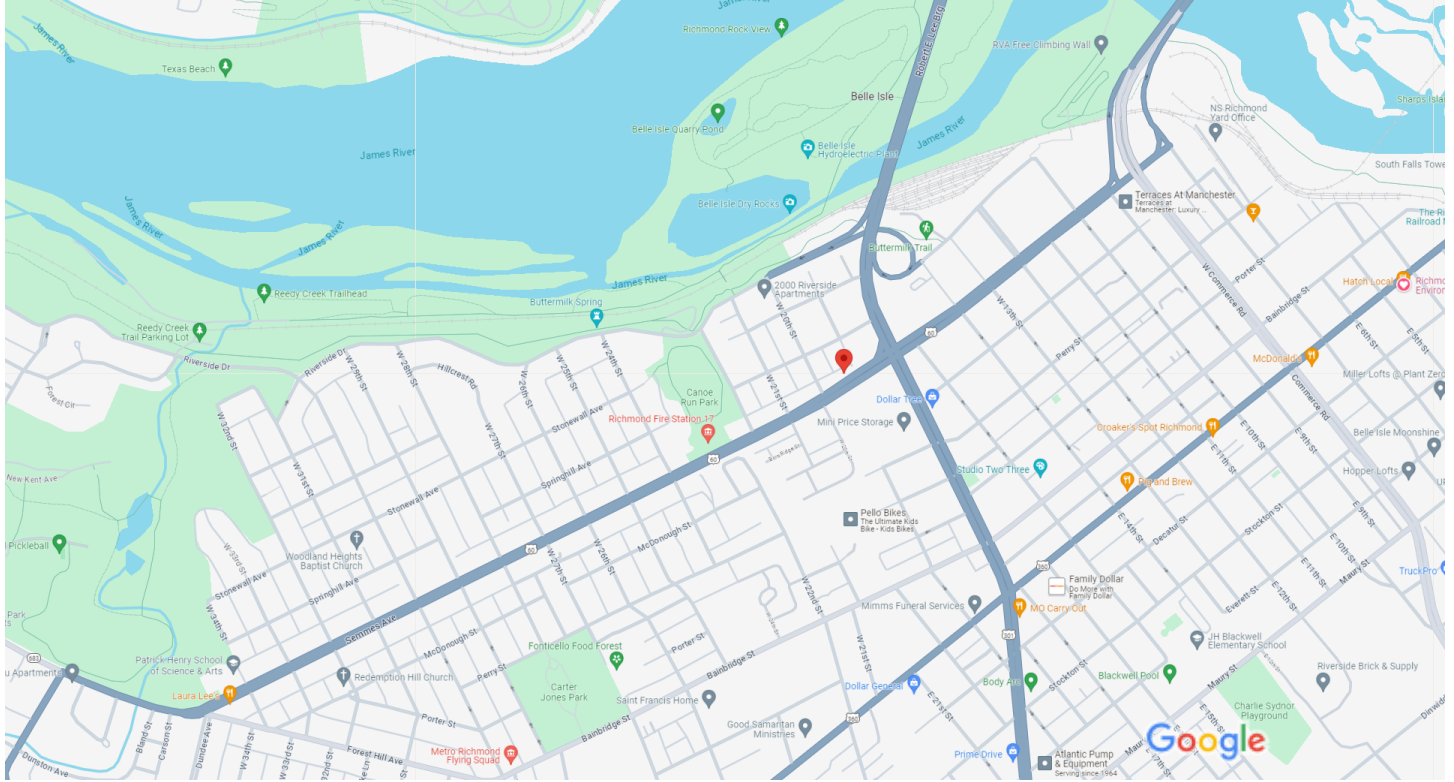
Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**Not Applicable**

# Tab K:

Documentation of Development Location:






# 1903 Semmes Ave




Map data ©2024 Google 500 ft



## 1903 Semmes Ave

-   
Directions
-   
Save
-   
Nearby
-   
Send to phone
-   
Share

 1903 Semmes Ave, Richmond, VA 23225

 GFW+4Q Richmond, Virginia

# **Tab K.1**

Revitalization Area Certification

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

**DATE:** February 16, 2026

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

**RE:** Community Revitalization Plan Form

Name of Development: 1903 Semmes

Name of Owner/Applicant: 1903 Semmes LLC

Name of Seller/Current Owner: Maggie Walker Community Land Trust

**DEVELOPMENT DESCRIPTION:**

**Development Address:**

1903 Semmes Avenue, Richmond, Virginia 23225  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed Improvements:**

New Construction:	# Units	<u>20</u>	# Buildings	<u>1</u>	Total Floor Area	<u>23,050.62 sf</u>
Adaptive Reuse	# Units	___	# Buildings	___	Total Floor Area	_____
Rehabilitation:	# Units	___	# Buildings	___	Total Floor Area	_____

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

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

DocuSigned by:  
*Merrick Malone*  
30DEBD1FA959445

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Signature

Merrick Malone

---

Printed Name

DIRECTOR

---

Title

8,046,467,426.00 804-646-7426

---

Phone

2/19/2026

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Date

**NOTES TO LOCALITY:**

1. Return this form letter to the Owner/Applicant for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

# **Tab K.2**

Surveyor's Certification of Proximity to  
Public Transportation using Virginia  
Housing template

## Surveyor's Certification of Proximity to Transportation

### General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

Date: February 28, 2026

TO: Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220 2025 Tax Credit Reservation Request  
Name of Development 1903 Semmes  
Name of Owner 1903 Semmes LLC

RE: 2026 Tax Reservation Request

Ladies and Gentlemen:

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

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

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Timmons Group  
By Shawn A. Smith  
Its Senior Project Manager

Title



# Tab L:

PHA / Section 8 Notification Letter

**PHA or Section 8 Notification Letter**

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re:** Proposed Affordable Housing Development

Name of Development: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on \_\_\_\_\_ (date).

**The following is a brief description of the proposed development:**

**Development Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed improvements:**

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

**Proposed Rents:**

Efficiencies:	\$ _____ / month
1 Bedroom Units:	\$ _____ / month
2 Bedroom Units:	\$ _____ / month
3 Bedroom Units:	\$ _____ / month
4 Bedroom Units:	\$ _____ / month

**Other Descriptive Information:**

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**PHA or Section 8 Notification Letter**

We Appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at \_\_\_\_\_.

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours.

Name \_\_\_\_\_

Title \_\_\_\_\_

**To be completed by the Local Housing Authority or Sec 8 Administrator:**

Seen and acknowledged by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

**From:** [Franklin, Corey](#)  
**To:** [Hall, Charles](#); [Hampton, Sherrill](#)  
**Subject:** Re: Seeking your signature - LIHTC Apps Tab L - 809 Oliver Hill Way and 1903 Semmes  
**Date:** Saturday, February 14, 2026 11:37:26 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[Outlook-A close up.png](#)  
[Outlook-Title\\_Fac.png](#)  
[Outlook-Title\\_lin.png](#)  
[Outlook-Title\\_Twi.png](#)  
[Outlook-Title\\_ins.png](#)

**CAUTION:** This email originated outside of CCC. Do not click links or open attachments if you suspect this email is fraudulent.

Good Morning,

I am forwarding these documents to the legal department for review.



**iACT** – Integrity,  
Accountability, Customer  
Focus, Teamwork  
Defining who we are and  
how we do business!

**Corey T. Franklin**  
Senior Vice President of  
Affordable Housing  
**O:** 804.780.4323  
**M:** 804.998.7473  
**E:** [corey.franklin@rrha.com](mailto:corey.franklin@rrha.com)

600 East Broad Street  
Richmond, VA 23219

[www.rrha.com](http://www.rrha.com)



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**From:** Hall, Charles <Charles.Hall@cccova.org>  
**Sent:** Thursday, February 12, 2026 1:34 PM  
**To:** Hampton, Sherrill <sherrill.hampton@rrha.com>  
**Cc:** Franklin, Corey <corey.franklin@rrha.com>  
**Subject:** Seeking your signature - LIHTC Apps Tab L - 809 Oliver Hill Way and 1903 Semmes

Good afternoon Ms. Hampton,  
I hope this finds you well! Am seeking Corey's signature on the two attached documents. Please let me know if you have any questions and thank you in advance!

Warmly,

Charles Hall

(he/him/his)

Vice President of Housing | Commonwealth Catholic Charities | 401.595.8290



This electronic mail message is intended exclusively for the individual or entity to which it is addressed. This message, together with any attachment, may contain confidential and privileged information. Any unauthorized review, use, print, retention, copy disclosure or distribution is strictly prohibited. If you have received this message in error, please immediately advise the sender by reply email message and delete all copies of this message. Thank you.

# Tab M:

Intentionally Blank

**Not Applicable**

# Tab N:

Homeownership Plan

**Not Applicable**

# **Tab O:**

Plan of Development Certification Letter

**Plan of Development Certification**

DATE: February 26, 2026

TO: Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: Phillip Cunningham

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: 1903 Semmes

Name of Owner/Applicant: 1903 Semmes LLC

Name of Seller/Current Owner: Maggie Walker Community Land Trust

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under Virginia Housing's Qualified Allocation Plan for housing tax credits.

**DEVELOPMENT DESCRIPTION:**

Development Address:  
1903 Semmes Avenue  
Richmond, Virginia 23225

Legal Description:  
See attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plan of Development Number: POD-140354-2023

Proposed Improvements:

New Construction:	# Units	<u>20</u>	# Buildings	<u>1</u>	Total Floor Area	<u>22607.18</u>
Adaptive Reuse	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area	<u>          </u>
Rehabilitation:	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area	<u>          </u>

Other Descriptive Information:

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

**LOCAL CERTIFICATION:**

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: March 13, 2029



Signed

Leo Mantey

Printed Name

Senior Deputy Director, PDR

Title

804 646 4468

Phone

03/04/2026

Date

**NOTES TO LOCALITY:**

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in **reduction of points** under the scoring system. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com)

# **Tab P:**

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

**Not Applicable**

# **Tab Q:**

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

**GRANT AGREEMENT**

This **GRANT AGREEMENT** (the “Agreement”) is made and entered this 16th day of May, 2025 (the “Effective Date”), by and among the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City”), **1903 Semmes LLC**, a Virginia limited liability company, or its assigns or successors (the “Recipient”), and the **ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF RICHMOND**, a political subdivision of the Commonwealth of Virginia (the “Authority”).

**RECITALS**

- A. The Recipient plans to develop and operate on the Site, as defined below, the Project, as defined below.
- B. The City and the Authority have determined that the Project will result in significant investment and economic development on the Site, will promote safe and affordable housing in the City of Richmond, will result in substantial benefits to the welfare of the City and its inhabitants, is in the public interest, and serves governmental interests.
- C. The City plans to fund an economic development monetary grant (the “Grant”) by the Authority to the Recipient for the purpose of inducing the Recipient to construct and operate the Project in the City of Richmond.
- D. Payment of the Grant will be conditioned upon the Recipient’s completion of Project construction and continued maintenance of the Project, as defined herein, and the funds comprising payments of the Grant will be solely limited to a portion of the incremental real estate tax revenues for the Site generated by the Project (i.e., including both the fee interest (and leasehold interest, if applicable) in the land and all improvements), all as set forth herein.
- E. The City is authorized by Section 15.2-953 of the Code of Virginia and other laws, and the Authority is authorized by the Industrial Development and Revenue Bond Act, contained in Chapter 49, Title 15.2 of the Code of Virginia and other laws to perform the activities contemplated in this Agreement. The Authority is authorized by the Code of Virginia to make grants to non-public organizations such as Recipient in furtherance of the purpose of promoting economic development and affordable housing.
- F. This Agreement sets forth the understanding of the parties concerning the Recipient’s obligations, the Authority’s obligations, and the incentives offered by the City, subject to the approval of the Authority’s Board and the Richmond City Council and subject to appropriations.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual benefits, promises, and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Preliminary Provisions**

**1.1 Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

**1.2 Definitions.** For the purposes of this Agreement, the following terms shall have the following definitions:

“AMI” means area median gross income for the Richmond-Petersburg Metropolitan Statistical Area for each applicable year of the Grant Period.

“Base Real Estate Tax Revenue” means \$4,680.00 per year, being the amount equal to the real estate taxes levied on the Site for the current tax year as of the Effective Date.

“Grant” has the meaning set forth in the recitals of this Agreement.

“Grant Payment” means, for each real estate tax year during the Grant Period, an amount equal to 100% of the Incremental Real Estate Tax Revenue for such corresponding tax year. The Parties acknowledge that the annual real estate tax levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein “Grant Payment” shall include payments of Incremental Real Estate Tax Revenue for each installment payment corresponding to the applicable Real Estate Tax Levy as prorated for the applicable installment period.

“Grant Payment Request” means a written request for a Grant Payment, which shall include (1) documentation showing its full payment of the Real Estate Tax Levy to the City in full and on time (except as provided in Section 3.3 below), and (2) the amount of the requested Grant Payment and explanation of the calculation thereof (i.e., Real Estate Tax Levy *minus* Base Real Estate Tax Revenue *equals* Incremental Real Estate Tax Revenue, as pro-rated for the applicable installment period).

“Grant Period” means that certain period commencing upon January 1<sup>st</sup> of the first real estate tax year following Recipient’s completion of Project construction, as shall be evidenced by receipt of a temporary Certificate of Occupancy (“Grant Commencement Date”) and ending on last day of the thirtieth (30th) real estate tax year following the Grant Commencement Date (“Grant Expiration Date”), subject to the provisions of Section 2.6 below. The parties acknowledge that the “Real Estate Tax Levy” for the last year of the Grant Period may not be received by the City until after the Grant Expiration Date and that a Grant Payment shall be paid to the Recipient corresponding to such Real Estate Tax Levy.

“Grant Management Fee” means one-time non-refundable fee and an annual payment equal to 1% of the Grant Payment to cover the administrative expenses of the Authority for managing the Grant during the Grant Period.

“Incremental Real Estate Tax Revenue” means, for each applicable real estate tax year during the Grant Period, the amount by which the Real Estate Tax Levy exceeds the Base Real

Estate Tax Revenue provided the Recipient pays the Real Estate Tax Levy to the City in full and on time (except as provided in Section 3.3 below). In no event shall the Incremental Real Estate Tax Revenue (or the Grant Payment) include penalties, interest, or any other charges resulting from any delinquent payment. The Parties acknowledge that the Real Estate Tax Levy is and may in the future be billed and due in installments (currently twice a year); therefore, as used herein “Incremental Real Estate Tax Revenue” shall be determined based on the applicable payment (or installment) of the Real Estate Tax Levy for each applicable real estate tax year.

“Investor” shall mean that institutional tax credit investor(s) to be admitted to the Recipient as an investor member.

“Land Records” means the Clerk’s Office of the Circuit Court of the City of Richmond, Virginia.

“Maintain” means the Recipient’s continued maintenance and operation of the Project following completion of Project construction, as set forth by Section 2.3.2 of this Agreement.

“Mortgage” means any mortgage, deed of trust, deed to secure debt or other similar instrument created for the purpose of securing indebtedness of Recipient, and recorded among the Land Records, or any mortgage, deed of trust, deed to secure debt or other similar instrument created for the purposes of refinancing such indebtedness and recorded among the Land Records.

“Mortgagee” means the secured party under a Mortgage.

“Project” means a development on the Site containing not less than twenty (20) residential units, subject to income and rent restrictions as set forth in Section 2.5 and as shown on Exhibit A and monitored by the State Housing Finance Agency.

“Real Estate Tax Levy” means the amount of real estate taxes levied by the City on the Site (including both the fee interest (and leasehold interest, if applicable)) and Project (i.e., including land and all improvements) for a given real estate tax year, pursuant to Chapter 26 of the Code for the City of Richmond (“City Code”).

“Recipient” means 1903 Semmes LLC, and its successors and assigns, to the extent permitted by this Agreement.

“Site” means, collectively, 0.275 and 0.413 acres currently owned by Maggie Walker Community Land Trust C/O Erica Sims with an option to purchase by 1903 Semmes LLC (Exhibit B), located at 1903 Semmes Avenue Richmond, Virginia 23225 and 1905 Semmes Avenue Richmond, Virginia 23225 currently referred to in the records of the City Assessor as Parcel Nos. S0000302008 and S0000302012.

“State Housing Finance Agency” means Virginia Housing Development Authority (doing business as Virginia Housing), a political subdivision of the Commonwealth of Virginia, or its successor.

## **Section 2. Recipient's Obligations**

### **2.1 Grant Management Fee.**

The Recipient shall pay annually to the Authority 1% of the Grant Payment for the duration of the Grant Period. The Authority will invoice the Recipient on or before October 1 of each year and the Recipient shall remit payment within 30 days of issuance of the invoice.

### **2.2 Completion of Project Construction: Timeline.**

**2.2.1 Plan of Development.** Recipient shall submit a Plan of Development or similar submission for the Project to the City's Director of Planning and Development Review no later than twelve (12) months after the Effective Date, which Plan of Development or similar submission shall comply with the relevant provisions of the Richmond City Code and shall contain all elements of the Project as defined herein.

**2.2.2 Commencement of the Project Construction.** Recipient shall commence construction of the Project within twenty-four (24) months of the Effective Date, (the "Construction Commencement Date"), which shall be evidenced by the issuance of all permits necessary for the commencement of construction of the Project.

**2.2.3 Completion of Project Construction.** The Recipient shall complete the Project within five (5) years of the Construction Commencement Date, which shall be evidenced by the issuance of a temporary certificate of occupancy for the Project.

**2.2.4 Failure to Comply.** If the Recipient fails to timely comply with any of the provisions of this Section 2.2 then the City's Chief Administrative Officer ("CAO"), in his sole discretion, may either extend the time by which the Recipient must comply with the corresponding requirement or provide written notice of the City's intent to terminate this Agreement. If Recipient fails to cure its failure to comply within sixty (60) days of such written notice, then this Agreement, including all rights and obligations herein, shall, upon the City's election and subject to the rights of the Mortgagee under Section 6.3 hereof, terminate and neither the City nor the Authority shall have any further obligation to the Recipient and Recipient shall no longer be eligible for any Grant Payments hereunder.

### **2.3 Continued Maintenance and Operation of Project.**

**2.3.1 Continued Control of the Project by Recipient.** Recipient shall continue to own, lease, or otherwise control the Site until completion of Project construction pursuant to Section 2.2.3 of this Agreement and thereafter shall continue to own, lease, or otherwise control the Project until expiration of the Grant Period. Notwithstanding the foregoing, Recipient may transfer the ownership or control interest in the Project to third parties ("Transferee"), and Recipient may (1) assign this Agreement, including the rights and obligations herein to such party or parties at the time it transfers ownership of the Project (including any leasehold interests), and (2) if the Agreement is assigned, Recipient shall provide the City and Authority 30 days prior written notice of its intent to transfer ownership

or control of the Project, which notice shall include the contemplated date of transfer, the name of the party or parties to which it intends to transfer, and a written statement from such party that it is aware that this Agreement, including the rights and obligations herein, will be assigned to such party. Following the transfer of ownership in the Project to the Transferee as provided above, the term “Recipient” as used herein shall mean the Transferee. For the avoidance of doubt, this Section 2.3.1 shall not apply to any transfer by foreclosure or deed-in-lieu of foreclosure or to any transfer of interests in Recipient or the exercise by Investor of its rights to remove the general partner or managing member of Recipient any such transfer shall require notice to, but not the consent of, the City or Authority.

**2.3.2 Continued Maintenance and Operation of the Project.** Following the Recipient’s completion of Project construction as set forth in Section 2.1.3 of this Agreement, the Recipient, or its successors or assigns, shall continue to Maintain the Project until the expiration of the Grant Period. For the avoidance of doubt, the Recipient’s obligation to Maintain the Project includes the Recipient’s ongoing compliance with the provisions set forth in Section 2.5 (Affordable Housing) of this Agreement.

## **2.4 MBE Participation.**

**2.4.1 Goal.** The Recipient agrees to diligently work towards the following goal: Where capacity, capability, and competitive pricing among minority business enterprises and emerging small businesses exist, 30% of all expenditures for construction costs of the Project that will be paid to third-party subcontractors unaffiliated with the Recipient will be spent with minority business enterprises and emerging small businesses that perform commercially useful functions with regard to the prosecution and completion of the Project. The terms "minority business enterprise" and “emerging small business” have the meaning ascribed to them in Chapter 21 of the City Code. The Recipient shall include this goal in its contracts with all assignees, contractors, and subcontractors who will be providing any portion of the Project.

**2.4.2 Reporting.** To enable the City to measure the achievements of the Recipient and its assignees, contractors, and subcontractors with regard to the participation goals set forth above, during the period prior to completion of Project construction, the Recipient shall submit a report upon request detailing all expenditures with minority business enterprises and emerging small businesses, showing, at a minimum, (i) the name of the business, (ii) an itemization of what the business provided, (iii) the amount paid for each item, (iv) the total amount of spending to date with minority business enterprises and emerging small businesses and (v) the percentage of total expenditures for the quarter spent with minority business enterprises and emerging small businesses. If the City chooses, the Recipient shall submit these reports on forms prescribed by the City. The City will use these reports in evaluating the good faith minority business enterprise and emerging small business participation efforts, as defined in Section 21-4 of the City Code, of the Recipient and its assignees, contractors, and subcontractors that compete for City contracts.

**2.5 Affordable Housing.**

The Recipient shall restrict occupancy and rents of the Project according to the schedule shown on Exhibit A, according to standards promulgated by the State Housing Finance Agency or as otherwise approved by the Authority. Ongoing compliance monitoring and approvals by the State Housing Finance Agency, as provided to the City upon the City's request, shall serve as evidence of the Recipient's compliance with this section.

**2.6 Continued Investment and Capital Improvements**

For purposes of continued investment and upkeep of the Project to the benefit of its tenants, payment of Grant Payments after the initial fifteen (15) years of the Grant Period shall be contingent upon receipt of proof that the Recipient has at a minimum made capital improvements to the Project in an aggregate amount of two-hundred thousand and No/100 Dollars (\$200,000.00) since the Grant Commencement Date. On each fifth anniversary of the Grant Commencement Date, the Recipient shall upon request submit a report of capital improvements made to the Project since the Grant Commencement Date.

**Section 3. Disbursement of Grant.**

**3.1. Grant.** During the Grant Period, the City shall pay to Recipient (or such party to which Recipient has assigned Grant Payments pursuant to Section 9.1 of this Agreement), through the Authority, the Grant Payments for such real estate tax year subject to the provisions of this Section 3.

**3.2. Grant Payment Requests.** The Recipient shall submit each Grant Payment Request to the CAO, with copies to the Department of Economic Development, the Authority, and the Office of the City Attorney at the respective addresses set forth in Section 8.

**3.3. Disbursement of Grant Payment.** Upon receipt of a Grant Payment Request, the City shall review the accuracy of the request. The City shall not make a Grant Payment if the Recipient did not make full and timely payment of the Real Estate Tax Levy for the applicable installment (except when Recipient (i) makes full payment within 60 days after the date such payment was due to the City and (ii) pays all penalties and interest for such late payment in accordance with any applicable provisions of the Richmond City Code) and shall not make a Grant Payment if Recipient is delinquent in payment of any other taxes levied by the City for the Project (except when all penalties and interest for such late payment have been paid in accordance with any applicable provision of the Richmond City Code). Within fifteen (15) business days of receipt of a Grant Payment Request, the City shall notify Recipient either that (1) the City denies the request and will not make a Grant Payment for the foregoing reasons, (2) the City approves the request and intends to make a Grant Payment in the amount requested, or (3) the City approves making a payment to Recipient but in a different amount than the amount requested because the amount requested is inconsistent with this Agreement, in which case the City shall indicate the correct Grant Payment amount it intends to make. Notwithstanding the foregoing, the City's failure to respond within fifteen (15) business days shall not constitute approval of a requested Grant Payment and the Recipient shall not be entitled to any such payment due solely to the City's failure to timely respond. Subject to any necessary City Council action, including any

necessary budget amendment or appropriation of funds, the City agrees to, within fifteen (15) business days of the City's approval of any Grant Payment, transfer the funds for the Grant Payment to the Authority. The Authority agrees to pay the Grant Payment to the Recipient (or such party to which the Recipient has assigned Grant Payments pursuant to Section 9.1 of this Agreement), within fifteen (15) business days of receipt of the funds from the City.

**3.4 Recipient's Relief.** Should the Recipient believe the City failed to comply with Section 3.3 of this Agreement, the Recipient may seek relief in accordance with Section 9.2 of this Agreement. Provided, however, Recipient's sole remedy shall be to receive payment for a Grant Payment to which it was entitled (subject to the restrictions set forth in this Agreement, including, but not limited to, Sections 3.3 and 9.5) and for which it did not receive payment.

**Section 4. General Administration of Grant**

**4.1** The City agrees to transfer to the Authority, as and when appropriated by the City Council, the funds necessary for the Authority to meet its obligations under this Agreement relating to the Grant. No administrative fees or expenses shall be paid by the City.

**4.2** The Authority's obligation to undertake the activities herein is specially conditioned upon the City providing funding on a timely basis; provided, however, the City's obligation is subject to appropriation by the City Council and availability of funds.

**4.3** The Authority agrees to provide the City's Chief Administrative Officer, or the designee thereof, with copies of all documents related to this Agreement, and will keep the CAO fully and timely informed of all matters related to this Agreement.

**4.4** The Authority agrees that all funds transferred by the City to the Authority for the Grant shall be deposited by the Authority within a Project Fund, to be used only to satisfy the obligations contained in this Agreement related to the Grant.

**4.5** It is the intent of the parties not to impose upon the Authority any responsibility, duty, or obligation other than what may be required to implement the Grant. Accordingly, the Authority does not assume any responsibility or liability whatsoever except as specifically stated herein. If litigation involving the Grant is initiated or expected to be filed against the Authority, the Authority shall immediately notify the City Attorney and CAO.

**4.6** The Authority shall keep records of its financial transactions, if any, related to the Agreement in accordance with generally accepted accounting principles. The City Auditor or his designee may at any time audit the financial transactions undertaken under this Agreement. The Authority shall cooperate to ensure that the City Auditor is granted reasonable access on a timely basis to all books and records of the Authority necessary to complete such audits.

4.7 The Authority shall not be required to furnish the City with a blanket corporate fidelity bond with surety.

**Section 5. Representations of the Recipient**

5.1 The Recipient is empowered to enter into this Agreement, to be bound hereby, and to perform according to the terms hereof.

5.2 Any and all actions necessary to enable the Recipient to enter this Agreement, and to be bound hereby, have been duly taken.

5.3 The person or persons executing or attesting the execution of this Agreement on behalf of the Recipient has or have been duly authorized and empowered to so execute or attest.

5.4 The execution of this Agreement on behalf of the Recipient will bind and obligate the Recipient to the extent provided by the terms hereof.

5.5 There exists no litigation pending against the Recipient or to the Recipient's knowledge threatened, which if determined adversely, would materially and adversely affect the ability of the Recipient to carry out its obligations under this Agreement or the transactions contemplated hereunder.

**Section 6. Default.**

6.1 **Events of Default.** Each of the following events (hereinafter called an "Event of Default") shall be a default hereunder by the Recipient as described:

6.1.1 Failure by the Recipient to maintain its corporate existence or the declaration of bankruptcy by the Recipient.

6.1.2 The failure of Recipient to comply with Section 2 of this Agreement; and

6.1.3 The failure of Recipient to pay annual Real Estate Tax Levy.

6.2 **Effect of Event of Default.** Subject to Section 6.3 below, in the case of an occurrence of an Event of Default, the Grant provisions of Section 3 of this Agreement shall, at the City's option, terminate ninety (90) days after the City's notice to Recipient and each Mortgagee and Investor, unless Recipient cures the Event of Default to the City's satisfaction within such ninety (90) days, and neither the City nor the Authority shall have any further obligation relating thereto and the Recipient shall no longer be eligible for any Grant Payments hereunder. Notwithstanding the foregoing, Recipient's obligations hereunder will remain in force and effect throughout the Grant Period and the City shall be entitled to any remedies available at law and equity, including, but not limited to, specific performance.

**6.3 Notice and Right to Cure.** Written notice of any default by Recipient under this Agreement shall be provided simultaneously to any Mortgagee and Investor. Each Mortgagee and the Investor shall be permitted to cure any default by Recipient under this Agreement. Such Mortgagees and Investor shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Recipient after the giving of such notice to Recipient, plus an additional thirty (30) days, to remedy, commence remedying or cause to be remedied the defaults specified in any such notice. If the default cannot be reasonably cured within thirty (30) days, then the Mortgagee or Investor, as applicable, shall have such additional time as it shall reasonably require so long as the Mortgagee or Investor, as applicable, is proceeding with reasonable diligence to cure the default. The City and the Authority each agree to accept payment or performance by any Mortgagee or Investor as though the same had been done by Recipient.

**Section 7. Recipient Reporting.**

The Recipient shall provide, at the Recipient's expense, detailed updates and verification reasonably satisfactory to the City of the Recipient's progress regarding the completion of Project construction and, following Project construction, of Recipient's continued compliance with Section 2.3 of this Agreement.

**Section 8. Notices.**

Any notices required or permitted under this Agreement shall be given in writing and shall be deemed to be received upon receipt or refusal after the mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

if to the Recipient, to

with a copy to:

1903 Semmes LLC  
c/o Commonwealth Catholic Charities  
Housing Corporation  
1601 Rolling Hills Drive  
Richmond, Virginia 23229  
Attention: Charles Hall

Williams Mullen  
200 South 10<sup>th</sup> Street, Suite 1600  
Richmond, Virginia 23219  
Attention: Allison Domson

if to the City, to

Chief Administrative Officer  
City of Richmond, Virginia  
900 East Broad Street, 14<sup>th</sup> Floor  
Richmond, VA 23219

with a copy to:

Department of Economic Development  
City of Richmond, Virginia  
1500 East Main Street  
Richmond, VA 23219

if to the Authority, to

Economic Development Authority  
of Richmond VA – Attn: Chairman  
1500 East Main Street  
Richmond, VA 23219

with a copy to:

City Attorney  
City of Richmond, Virginia  
900 East Broad Street Suite 400  
Richmond, VA 23219

Recipient shall provide the City written notice of the Investor's and Mortgagee's address promptly upon confirmation of the foregoing.

**Section 9. General Terms and Conditions.**

**9.1 Entire Agreement; Amendments; Assignments.** This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto, and subject to the prior written consent of each Mortgage and Investor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including, without limitation, a Mortgagee or its designee upon a foreclosure or deed-in-lieu of foreclosure of the Site or the Project; provided, however, that in no event may this Agreement or any of the rights, benefits, duties, or obligations of the parties hereto be assigned, transferred or otherwise disposed of without the prior written consent of the other, which consent neither party shall be obligated to give, except that Recipient may assign its right to receive payment to another entity authorized to transact business in Virginia by furnishing the City and the Authority with notice identifying the entity and providing both contact and payment information in a form acceptable to the City and the Authority. Notwithstanding anything to the contrary herein, (a) Recipient shall have the right to assign its interest in the Site and Project to any future owner provided the Recipient first shall have complied with the requirements set forth in Section 2.3.1 of this Agreement and shall have submitted to the City the form of all instruments by which it purports to make such assignment and shall have obtained the City's prior written approval thereof, which approval shall not be unreasonably withheld, in which event the assignor shall be released from all obligations and liabilities under this Agreement; and (b) Recipient shall have the right to grant to a Mortgagee a security interest in, and assignment of, Recipient's rights hereunder as collateral for the loan to be provided by such Mortgagee for the development of the Project, and any action taken by such Mortgagee to realize on such security interest or assignment and performance thereafter shall be deemed permitted under this Agreement, provided the Recipient first shall have submitted to the City the form of all instruments by which it purports to grant such security interest and assignment and shall have obtained the City's prior written approval thereof, which approval shall not be unreasonably withheld. Neither the City's nor Authority's consent shall be required to the exercise

by Mortgagee or any assignee of Mortgagee of its right to perform Recipient's obligations hereunder after a default by Recipient under the applicable loan documents. The City agrees that Mortgagee shall not have any liability for any act or omission of Recipient hereunder and shall only be liable hereunder for obligations arising during such time as it is the owner of Recipient's interests in the Site and Project pursuant to foreclosure, deed in lieu of foreclosure or otherwise. For the avoidance of doubt, no transfer by foreclosure or deed-in-lieu of foreclosure pursuant to a Mortgage and no transfer of interests in Recipient or the exercise by Investor of its rights to remove the general partner or managing member of Recipient shall require notice to or the approval of the City or Authority.

**9.2 Governing Law; Venue.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this Agreement, or the rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. All disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia. Each party shall be responsible for its own attorneys' fees in the event of any litigation or other proceeding arising from this Agreement.

**9.3 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

**9.4 Severability.** If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

**9.5 Subject-to-Appropriations.** All payments and other performances by the City and the Authority under this Agreement are subject to City Council approval, Authority Board approval, and annual appropriations by the City Council. It is understood and agreed among the parties that the City and the Authority shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this Agreement. Under no circumstances shall the City's or the Authority's total liability under this Agreement exceed the total amount of funds appropriated by the City Council for the payments hereunder for the performance of this Agreement.

**9.6 Public Disclosure.**

**9.6.1 Applicable Law.** The parties to this Agreement acknowledge that records maintained by or in the custody of the City and the Authority are subject to the provisions of the Virginia Public Records Act, Va. Code §§ 42.1-76 through 42.1-90.1, and the Virginia Freedom of Information Act, Va. Code §§ 2.2-3700 through 2.2-37 14 and thus are subject to the records retention and public disclosure requirements set forth in those statutes.

**9.6 Challenges to Nondisclosure.** If a party submitting records to the City or the Authority requests that those records not be disclosed under applicable law and the City or the Authority consequently denies a request for disclosure of such records based on the submitting party's request, and the City's or the Authority's denial of a request for disclosure of records is challenged in court, the submitting party shall indemnify, hold harmless and defend the City or the Authority, their respective officers and employees from any and all costs, damages, fees and penalties (including attorney's fees and other costs related to litigation) relating thereto.

**9.7 No Waiver.** Neither failure on the part of the City or the Authority to enforce any covenant or provision contained in this Agreement nor any waiver of any right under this Agreement shall discharge or invalidate such covenant or provision or affect the right of the City or the Authority to enforce the same right in the event of any subsequent default.

**9.8 Effective Date of the Agreement.** The effective date of this Agreement shall be the date upon which it has been fully executed by the parties following approval by the City Council and by the Authority's Board of Directors.

**9.9 No Partnership or Joint Venture.** It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstance whatsoever as creating and establishing the relationship of copartners or creating or establishing a joint venture between or among any of the parties or as designating any party to the Agreement as the agent or representative of any other party to the Agreement for any purpose.

**9.10 No Third-Party Beneficiaries.** Except as otherwise provided in Section 9.1 of this Agreement, the parties agree that except for any Mortgagee and Investor (i) no individual or entity shall be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Agreement;

(ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City, the Authority, or the Recipient; (iii) no other individual or entity shall obtain any right to make any claim against the City, the Authority, or the Recipient under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. Each Mortgagee and Investor shall be a third-party beneficiary of this Agreement.

**9.11 Signature Authority.** Except as specifically otherwise set forth in this Agreement, the CAO or the designee thereof may provide any authorization, approvals, and notices contemplated herein on behalf of the City.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties hereto have executed this Performance Agreement as of the date first written above.

**CITY OF RICHMOND, VIRGINIA**  
a municipal corporation of the  
Commonwealth of Virginia

By:  5/16/25  
Sabrina Joy-Hogg Date  
Interim Chief Administrative Officer

Authorized by Ordinance No. 2025-042

Approved as to Form:

By:   
City Attorney's Office

1903 Semmes LLC, a Virginia limited liability company

By: CCC 1903 Semmes LLC,  
a Virginia limited liability company,  
its Manager

By: Commonwealth Catholic Charities Housing  
Corporation, a Virginia non-stock corporation, its  
Manager

By:  4/4/2025  
Date

Name: Jason "Jay" Brown  
Title: Chief Executive Officer

**ECONOMIC DEVELOPMENT  
AUTHORITY OF THE CITY OF  
RICHMOND, VIRGINIA,**  
a political subdivision of the  
Commonwealth of Virginia

Signed by:  
By: John Molster 5/8/2025  
Chairman C1A1D0D1BFDB420... \_\_\_\_\_  
Date

Approved as to Form:

By: Bonnie M. A. Kelly General  
Counsel to the Authority

## **EXHIBIT A**

### **Affordable Housing Schedule**

The Project shall restrict occupancy and rents to 40% AMI for two (2) applicable units, restrict occupancy and rents to 50% AMI for eight (8) applicable units, and restrict occupancy and rents to 60% AMI for ten (10) applicable units, according to standards promulgated by the State Housing Finance Agency, for a minimum of thirty (30) years.

## EXHIBIT B

### OPTION TO PURCHASE

This Option to Purchase (this "*Agreement*"), effective as of March 13, 2024 ("*Effective Date*"), is made by and between **THE MAGGIE WALKER COMMUNITY LAND TRUST**, a Virginia non-stock corporation (the "*Optionor*"), and **1903 SEMMES LLC**, a Virginia limited liability company, or assigns ("*Optionee*").

### RECITALS

- A. Optionor is the sole legal owner of certain unimproved real property located in the City of Richmond, Virginia, being commonly known as 1903 and 1905 Semmes Avenue, Richmond, Virginia 23225 and identified by the City of Richmond, Virginia as tax identification numbers S0000302008 and S0000302012, containing approximately 0.275 and 0.413 acres, and described on the attached Exhibit A ("*Property*"), and Optionor wishes to grant Optionee an option to purchase the Property.
- B. Optionee wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

### AGREEMENT

1. **Grant of Option to Purchase.** In consideration of Optionor's receipt of \$10.00 from Optionee (which is hereby acknowledged), Optionor hereby grants to Optionee the exclusive right and option to purchase the Property (the "*Option*") at any time after the Effective Date, and continuing until 5:00 p.m. on November 30, 2025 (the "*Option Expiration Date*").
2. **Purchase Price.** This Option shall not be recorded; however, a further agreement to be entered into between the Optionor and the Optionee, or a memorandum thereof, is expected to be executed by the Optionor and Optionee. All real estate taxes shall be prorated as of the date closing of the purchase of the Property ("*Closing*") occurs. Optionor shall pay for any roll back taxes, the recording tax imposed upon grantors as to the deed, the cost of preparation of the deed, and Optionor's attorney's fees. Optionee shall pay all other expenses and closing costs, including, without limitation, the cost of recordation of the deed, any deed of trust, the cost of any survey, the cost of a title commitment and owner's and lender's title insurance policies and fees, and expenses of its attorneys. Optionee shall pay any fees owed to an escrow agent in connection with Closing. The amount of the Purchase Price (as defined in the further agreement) will be equal to THIRTEEN THOUSAND THREE HUNDRED TWENTY-NINE AND 84/100 DOLLARS (\$13,329.84), payable upon Closing.
3. **Application of Consideration to Purchase Price.** If Optionee elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the purchase price.
4. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Option Expiration Date.
5. **Proof of Title.** Optionor will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property on terms acceptable to Optionee.

6. **Failure to Exercise Option.** If Optionee does not exercise the Option in accordance with its terms and before the Option Expiration Date, the Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Option, the Optionor will retain any sums paid as consideration for the Option.
  
7. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed below, or when delivered personally to such party. No notice will be effective unless a copy is also sent to the recipient by email, including to all copy addresses set forth below, as the same may be amended:

To Optionee:                   1903 Semmes LLC  
                                      c/o Commonwealth Catholic Charities Housing Corporation  
                                      1601 Rolling Hills Drive  
                                      Richmond, Virginia 23229  
                                      Attention: Charles Hall, Vice President of Housing  
                                      Email: [charles.hall@cccova.org](mailto:charles.hall@cccova.org)

With a copy to:               Williams Mullen  
                                      200 South 10<sup>th</sup> Street, 16<sup>th</sup> Floor  
                                      Richmond, VA 23219  
                                      Attention: T. Preston Lloyd, Jr., Esq.  
                                      Email: [plloyd@williamsmullen.com](mailto:plloyd@williamsmullen.com)

To Optionor:                   The Maggie Walker Community Land Trust  
                                      203 North Robinson Street  
                                      Richmond Virginia 23220  
                                      Attention: Chief Executive Officer  
                                      Email: [erica@hdadvisors.net](mailto:erica@hdadvisors.net)

With a copy to:               Fleckenstein Young & Pearson, P.C.  
                                      311 S. Arthur Ashe Blvd  
                                      Richmond, VA 23220  
                                      Attn: Lawrence H. Pearson, Jr., Esq.  
                                      Email: [lane@pf-law.com](mailto:lane@pf-law.com)

8. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the parties to it.
9. **Marketing.** Optionor shall not market the Property or enter into any contract or option to sell the Property prior to the Option Expiration Date.
10. **Contingencies.** Optionee's exercise of the Option is contingent upon the following, without limitation: (a) the Optionee determining the feasibility of the Property for development, (b) the Optionee obtaining financing for the development of the Property, including an allocation of 9% low-income housing tax credits from Virginia Housing, (c) Optionee obtaining (on terms and conditions satisfactory to it in its sole discretion) subdivision and/or plan of development approval necessary to permit the development and construction of the project, (d) there shall be no material change in the environmental condition of the Property between the Effective Date and Option Expiration Date, (e) there shall be no building, sewer, water or other moratorium affecting the Property in effect, pending or proposed by any applicable authority, and (f) there shall be no litigation, proceeding or investigation pending, or to the knowledge of Optionor or Optionee threatened, which might prevent or adversely affect the construction and operation of improvements on any portion of the Property or which questions the validity of any actions taken or to be taken by Optionor or Optionee hereunder.
11. **Extended Use Regulatory Agreement and Right of First Refusal.** If Optionee exercises the Option, at Closing, among other things, Optionee shall record an Extended Use Regulatory Agreement and Declaration of Restrictive Covenants (the “*EURA*”) in favor of Virginia Housing that includes restrictive covenants requiring all leases for any residential dwelling unit on the Property must be made to lessees aged fifty-five (55) and older earning at or below sixty percent (60%) of the City of Richmond, Virginia’s area median income, adjusted for household size. If Optionee exercises the Option, either the EURA or a separate agreement shall additionally grant Optionor a right of first refusal to purchase the Property after the close of the affordability compliance period set forth in the EURA in the event that (i) Optionee fails to comply with the restrictive covenants stated in the preceding sentence, or (ii) Optionee receives an offer to purchase the Property, with such right of first refusal being subordinate to the right of first refusal granted by Optionee to Commonwealth Catholic Charities Housing Corporation in connection with Optionee’s 2024 application for 9% low-income housing tax credits from Virginia Housing.
12. **Project Financing; Construction Commencement; Right of Reversion.** If Optionee exercises the Option and Closing occurs, in the event that Commencement of Construction of Optionee’s project has not occurred within eighteen (18) months of Closing, then title to the Property shall automatically revert to Optionor. For purposes of this Agreement, “Commencement of Construction” shall have occurred when Optionee has satisfied the following: (i) Optionee shall have obtained all required building permits to construct the project on the Property or have a permit ready letter issued by the City of Richmond, Virginia; (ii) Optionee shall have secured construction financing acceptable to Optionee in its reasonable discretion for the project; (iii) the construction contract for the project shall have been executed by the Optionee and the general contractor who has been selected to perform the work; and (iv) physical work has begun. Within seven (7) days of Commencement of Construction, Optionor shall provide written acknowledgement in a form satisfactory to Optionee releasing the reversion right contained in this Section.

*[signature page follows]*

Exhibit A to Option to Purchase

Legal Description

1903 Semmes Avenue

ALL that certain lot or parcel of land in the City of Richmond, Virginia, containing 0.131 acre, more or less, commonly known as 1903 Semmes Avenue, Richmond, VA 23225, shown and described on that certain plat of survey by Cardinal Civil Resources entitled "Boundary Survey On The Property Of City Of Richmond, Instrument # 02-006497, PID S0000302008 & S0000302012, City Of Richmond, Virginia", dated September 29, 2022, a copy of which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia in Instrument No. 240003187, to which plat reference is hereby made for a more particular description hereof.

1905 Semmes Avenue

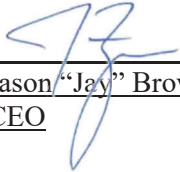
ALL that certain lot or parcel of land in the City of Richmond, Virginia, containing 0.258 acre, more or less, commonly known as 1905 Semmes Avenue, Richmond, VA 23225, shown and described on that certain plat of survey by Cardinal Civil Resources entitled "Boundary Survey On The Property Of City Of Richmond, Instrument # 02-006497, PID S0000302008 & S0000302012, City Of Richmond, Virginia", dated September 29, 2022, a copy of which plat is recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia in Instrument No. 240003187, to which plat reference is hereby made for a more particular description hereof.

*[signature page to Option to Purchase]*

**OPTIONEE:**

1903 SEMMES LLC,  
a Virginia limited liability company

By: Commonwealth Catholic Charities Housing Corporation,  
a Virginia non-stock corporation  
its Sole Member/Manager

By:   
Name: Jason "Jay" Brown  
Title: CEO

**OPTIONOR:**

THE MAGGIE WALKER COMMUNITY LAND TRUST,  
a Virginia non-stock corporation


By:   
Name: Erica Sims  
Title: CEO

Exhibit A to Option to Purchase

Legal Description

1903 Semmes Avenue

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1905 Semmes Avenue

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P.O. Box 26887  
Richmond VA 23261-6887  
600 East Broad Street, 4th Floor  
Richmond, VA 23219

(O) (804) 780-4200  
TTY: Dial 7-1-1  
[info@rrha.com](mailto:info@rrha.com)  
[www.rrha.com](http://www.rrha.com)

**Chief Executive Officer**  
Steven B. Nesmith

**Board of Commissioners**  
Barrett Hardiman, Chairman,  
W.R. "Bill" Johnson, Jr., Vice Chairman  
Veronica G. Blount,  
Dyanne Broidy  
Kyle R. Elliott  
Edward L. Jackson, Jr.  
Gregory Lewis  
Harold Parker, Jr.  
Charlene Pitchford

January 25, 2024

Commonwealth Catholic Charities Housing Corporation  
Attn: Jay Brown  
1601 Rolling Hills Drive  
Richmond, VA 23229

RE: RRHA RFP 2023-20 Project Based Vouchers – 1903 Semmes Ave

Dear Mr. Brown:

Thank you for responding to Richmond Redevelopment and Housing Authority's Request for Proposal No. RRHA-RFP-2023-20 for Project Based Vouchers (PBVs) issued on **November 8, 2023**. In response to your proposal, I am pleased to inform you that you have been awarded **20** PBVs for your project located at **1903 Semmes Ave, Richmond, VA 23225**. The term of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from January 25, 2024 – January 24, 2026 (two years) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through Virginia Housing, then this commitment is contingent upon receiving an allocation of Low Income Housing Tax Credits no later than December 31, 2024. If you do not receive an allocation of tax credits or execute the HAP contract by the defined deadlines, you will be required to request PBVs from RRHA by any open available method, i.e. a future RFP for competitive award of PBVs.

Congratulations on receiving this commitment. We look forward to working with you. If you have any additional questions, you may contact me by e-mail at [Dorothy.morris@rrha.com](mailto:Dorothy.morris@rrha.com).

Sincerely,

*Dorothy Morris*

Dorothy Morris, VCO, VCA, MSIS  
Procurement Compliance Officer

CC: Fatimah Smothers-Hargrove, RRHA  
Kenyatta Green, RRHA



# **Tab R:**

Documentation of Utility Allowance calculation

**Allowances for Tenant-Furnished Utilities and Other Services**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing



Locality		Green Discount	Unit Type			Weather Code	Date
Richmond Area 2025		None	Large Apartment (5+ units)			VA007	2025-09-01
Utility/Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Space Heating	Natural Gas	\$23	\$27	\$30	\$34	\$37	\$41
	Bottle Gas	\$69	\$82	\$93	\$105	\$116	\$128
	Electric Resistance	\$17	\$21	\$27	\$32	\$37	\$43
	Electric Heat Pump	\$15	\$18	\$21	\$23	\$25	\$27
	Fuel Oil	\$57	\$67	\$76	\$86	\$96	\$105
Cooking	Natural Gas	\$4	\$4	\$6	\$8	\$10	\$12
	Bottle Gas	\$11	\$13	\$18	\$24	\$29	\$35
	Electric	\$6	\$7	\$10	\$13	\$16	\$19
	Other						
Other Electric	\$22	\$26	\$36	\$46	\$56	\$66	
Air Conditioning	\$9	\$10	\$14	\$19	\$23	\$27	
Water Heating	Natural Gas	\$8	\$10	\$14	\$19	\$23	\$27
	Bottle Gas	\$24	\$29	\$41	\$54	\$67	\$79
	Electric	\$14	\$17	\$21	\$26	\$30	\$35
	Fuel Oil	\$20	\$23	\$34	\$44	\$55	\$65
Water	\$29	\$31	\$46	\$69	\$92	\$116	
Sewer	\$41	\$44	\$63	\$90	\$118	\$146	
Electric Fee	\$8	\$8	\$8	\$8	\$8	\$8	
Natural Gas Fee	\$19	\$19	\$19	\$19	\$19	\$19	
Fuel Oil Fee							
Bottled Gas Fee							
Trash Collection	\$22	\$22	\$22	\$22	\$22	\$22	
Range/Microwave	\$22	\$22	\$22	\$22	\$22	\$22	
Refrigerator	\$25	\$25	\$25	\$25	\$25	\$25	
Other - specify							

**Total \$208**

# **Tab S:**

Supportive House Mandatory  
Certification and Documentation

Memorandum of Understanding between  
**Commonwealth Catholic Charities**  
&

**1903 Semmes LLC**

regarding permanent supportive housing programming and support services  
to be provided at 1903 Semmes, Richmond, VA 23225

This document constitutes an agreement between **Commonwealth Catholic Charities**, a nonprofit organization that provides a continuum of services to individuals and families in the greater Richmond metro area - from street-based outreach services to intensive case management— by building relationships, supporting healing, and fostering independence, and **1903 Semmes LLC**, the owner of a proposed affordable housing project that develops and manages affordable properties in Richmond, Virginia.

**1. Purpose**

The purpose of this MOU is to establish the terms and conditions for CCC's provision of individualized tenancy support and supportive housing services at 1903 Semmes, a Low-Income Housing Tax Credit (LIHTC) project located at 1903 Semmes Avenue, Richmond, VA 23225, developed and owned by Commonwealth Catholic Charities Housing Corporation, and property managed by <tbd>.

**2. Duration of MOU**

This MOU will be in effect upon signing by all parties and will renew annually by mutual agreement of Commonwealth Catholic Charities and 1903 Semmes. The period of performance may be adjusted and/or extended with the mutual agreement of the parties specified. Any modification of this agreement, however, must be in writing.

**3. Purpose of Agreement**

The purpose of this agreement is to describe the duties and responsibilities of Commonwealth Catholic Charities and 1903 Semmes LLC with respect to the LIHTC project located at 1903 Semmes Avenue, Richmond, VA 23225. Both parties understand and agree that the selected property manager will be added as an amendment to this MOU.

**4. Roles and responsibilities of 1903 Semmes LLC.**

- a. Work closely with CCC and <property manager> to deliver high fidelity PSH.
- b. Work to ensure unit access and positive outcomes for tenants.
- c. Closely examine and address policies and procedures that may present access barriers or result in tenancy issues.

- e. Work to ensure that it's Tenant Selection Plan (TSP) is structured to permit approval of applicants with histories of housing instability, poor or no credit, and certain criminal convictions.
- f. Provide community and/or office space for CCC to provide services on-site that support privacy, security, and internal and external communication.
- g. Work to provide the full range of PSH housing rights to include tenant choice, access, quality, integration, rights of tenancy, affordability, and the coordination between housing and services and delineated roles.
- h. A property manager will be separate from and stay in regular community with support services staff to include case managers at CCC.

#### **5. Roles and Responsibilities of Commonwealth Catholic Charities**

- a. Receive eligible individuals for placement into permanent housing, including screening prioritized referrals for eligibility and DBHDS program requirements and completing intakes as needed for eligible individuals.
- b. CCC Case Managers will work with referred and interested persons who meet the project criteria at 1903 Semmes, including screening prioritized referrals for eligibility and DBHDS program requirements. Complete intakes for eligible individuals.
- c. Assist participants in reviewing and executing lease agreements and provide support in communication between property manager and participants.
- d. Provide property manager with contact information so that tenant concerns can be addressed in a timely manner.
- e. Maintain close contact with both participants and the property manager, so that participants can be rapidly connected with utility assistance, legal counsel and eviction diversion resources.
- f. Work with participants to create an individualized Plan of Care. Each Plan of Care is developed based on a participant assessment, including goals, outcomes and timeframes, any necessary services, who will provide them, and the written, informed consent of the individual.
- g. Provide case management for eligible participants. Case management will include, but is not limited to, developing housing plans, providing budget assistance, reinforcing linkage to medical care and other key services such as entitlement assistance and MH services, and linkage to support groups.
- h. Coordinate community referrals and follow up, crisis intervention, in-home visits, and assistance with treatment plan goals for the period that the participant seeks assistance.
- i. Assist participants with accessing needed medical, psychiatric, social, educational, vocational, and other essential supports for meeting basic needs. All services will be voluntary.
- j. Use progressive engagement strategies that tailor assistance to each participant's needs and assess what works best for them and their specific situation. Using a person-centered, strengths-based approach, staff will communicate closely and consistently throughout their tenancy, focusing initially on addressing immediate needs that will assist with remaining housed.

- k. Assist program participants with increasing community supports, household assets, and income so that households can maintain housing independently.
- l. Connect households with mainstream income supports and benefits using the CommonHelp system offered by the Virginia Department of Social Services.
- m. Contract with local Community Services Boards (CSBs) and Behavioral Health Authorities (BH) agencies to provide DD case management services to individuals under the Developmental Disability Home and Community-Based Services Waivers. CCC will collaborate with local CSBs/BHs to locate and coordinate services for individuals when appropriate. Our DD Support Coordinators also work closely with the REACH Program in the central and northwestern regions to link individuals to crisis intervention services. Furthermore, CCC works closely and in collaboration with countless DD community service providers and other local/state agencies such as Department of Social Services, the Department of Aging and Rehabilitative Services (DARS), and the Department of Behavioral Health and Developmental Services (DBHDS).
- n. Ensure that all required staff are trained and qualified to provide the necessary participant services.

**6. Roles and Responsibilities of Property Manager (TBD)**

While a property manager has not been identified at this time, we (1903 Semmes LLC and CCC) agree to include the project property manager as a party to this MOU via an amendment.

**7. Other Work Conditions**

- a. Periodic meetings to review the ongoing operation of the MOU will be held on a quarterly basis or as needed.
- b. CCC will release consumer specific information only with the expressed written and informed consent of the consumer in accordance with the Code of Virginia, 42 Code of Federal Regulation (CFR) Part 2, and other relevant federal and state statutes pertaining to confidentiality of clients. Such written consent will conform to 42 CFR Part 2.

**8. Contract Termination or Change**

This MOU agreement will be in effect once all parties have signed and will be valid for a term of two years once project lease-up commences. This contract may be terminated upon thirty days written notice. It can be changed at any time with the mutual written agreement of both parties.

**9. Dispute Resolution Strategies**

Either party may give the other party written notice of any dispute arising out of or relating to this MOU and not resolved in the normal course of business. The parties shall attempt in good faith to resolve such dispute promptly by negotiations between executives who have authority to settle the dispute. If the matter has not been resolved within 30 days of the notice, either party may initiate non-binding mediation of the dispute.

**10. Primary Contacts**

- a. The point of Contact at CCC for all matters related to the provision of supportive housing services is:

Ms. Christine Elwell  
Commonwealth Catholic Charities  
1601 Rolling Hills Drive  
Richmond, VA 23229  
Tel: 804-215-3913  
[christine.elwell@cccofva.org](mailto:christine.elwell@cccofva.org)

- b. The point of Contact at 1903 Semmes LLC for all matters related to the same is:

Mr. Charles Hall  
Commonwealth Catholic Charities Housing Corporation  
1601 Rolling Hills Drive  
Richmond, VA 23229  
Tel: 401-595-8290  
[charles.hall@cccofva.org](mailto:charles.hall@cccofva.org)

We, the undersigned parties, agree to the above terms and conditions.

1903 Semmes LLC

By: CCC 1903 Semmes LLC  
a Virginia limited liability company  
Its Managing Member

By: Commonwealth Catholic Charities Housing Corporation,  
A Virginia nonstock corporation,  
its Co-Managing Member

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

Name: Charles Hall  
Title: Vice President of Housing  
Commonwealth Catholic Charities Housing Corporation

  
\_\_\_\_\_  
Jay Brown  
Chief Executive Officer  
Commonwealth Catholic Charities

March 1, 2026

Date



April 14, 2025

Jay Brown  
CEO/Executive Director  
Commonwealth Catholic Charities  
1601 Rolling Hills Drive  
Richmond, VA 23229

Dear Mr. Jay Brown:

It is our great pleasure to inform you **Commonwealth Catholic Charities** has achieved COA Accreditation through **April 30, 2029**. Let me again say how significant this achievement is! It represents the fulfillment of countless hours of hard work and the dedication of many people—most notably your staff and board members. Please extend my congratulations to them.

This formal notification includes a list of programs and services for which **Commonwealth Catholic Charities** is accredited, as well as your Final Accreditation Report (FAR).

This report is an important and incredibly valuable document. It contains observations and recommendations from your peer reviewers based on the self-study and site visit. In essence, the FAR provides a unique view of your organization through the eyes of highly experienced professionals. In it you will find a copy of the full accreditation ratings for all Purpose, Core, and Practice standards, identifying the Fundamental Practice standards. It may also contain any noted organizational strengths and opportunities.

We recommend sharing relevant excerpts from the report with the staff who are directly responsible for the findings. Make sure to explain that the report is intended to be *constructive*, and that the goal is to provide specific examples of how they can make your organization even stronger and better.

The areas for which you did not demonstrate implementation should be addressed through your PQI process. Even though they did not require correction to achieve accreditation, they will be made a part of your file and reviewed during your next accreditation cycle.

Remember, COA accreditation is not an end in and of itself. Rather, it is a process by which your organization can continue to strive for and achieve new levels of excellence.

Please access our [promotional toolkit](#) for recommendations, sample copy, and image assets to use in announcing your accreditation and leveraging the achievement.

Finally, let me say that your relationship with Social Current does not end with this letter. Ours is a partnership, and I encourage you to share your ideas and concerns with me. Additionally, please feel free to contact Tobi Murch, senior director of accreditation operations, either by email at [tmurch@social-current.org](mailto:tmurch@social-current.org) or by telephone at 212-797-1410. Together, we can help all children, individuals, and families reach their full potential.

We are proud to be associated with you and your colleagues. We wish you the very best in your continuing service to persons in your community. *That is the power of accreditation.*

Sincerely,

A handwritten signature in black ink, appearing to read 'Jody Levison-Johnson', with a stylized flourish extending to the right.

Jody Levison-Johnson  
President and CEO

Attachment



Commonwealth Catholic Charities  
 Organization ID: 549  
 Private Standards

Expiration date: April 30, 2029

The accreditation of Commonwealth Catholic Charities includes the following services and associated programs:

Program Name	COA Service Standard(s)	Service Subsections
Housing Resource Center	Counseling, Support, and Education (CSE)	CSE: Information and Referral Services
Unaccompanied Refugee Minors	Family Foster Care & Kinship Care (FKC)	
Unaccompanied Alien Children's Program	Family Foster Care & Kinship Care (FKC)	
Treatment Foster Care	Family Foster Care & Kinship Care (FKC)	
Local Public Guardianship and Conservator Program	Adult Guardianship (AG)	
Independence for Seniors	Generic Service Summary (GSS)	
Adoptions	Adoption Services (AS)	
Refugee Resettlement	Refugee Resettlement Services (RRS), Workforce Development & Support Services (WDS)	
Housing and Financial Counseling	Financial Education and Counseling Services (FEC)	

Pregnancy Counseling	Pregnancy Support Services (PS)	
Housing Opportunities For Persons With HIV/AIDS	Generic Service Summary (GSS)	
Supportive Housing	Housing Stabilization and Community Living Services (HSCL), Outreach Services (OS)	
Workforce Development	Workforce Development & Support Services (WDS)	
Children's Shelter	Services for Unaccompanied Children (UC)	

# **Tab T:**

Funding Documentation



Glenn Youngkin  
Governor

Juan Pablo Segura  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

Maggie Beal  
Director

## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

1/26/2026

Charles Hall  
Vice President of Housing  
Commonwealth Catholic Charities Housing Corporation  
1601 Rolling Hills Drive  
Richmond, VA 23229  
charles.hall@cccova.org

Re: Affordable and Special Needs Housing Funding  
Proposal

Dear Mr. Charles Hall:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Commonwealth Catholic Charities Housing Corporation is receiving a preliminary offer of funding from the fall FY 2026 Affordable and Special Needs Housing (ASNH) application cycle to support the **1903 Semmes** project in the following amounts:

\$1,000,000 from National Housing Trust Fund  
\$2,000,000 from Virginia Housing Trust Fund  
\$590,855\* from Housing Innovations in Energy Efficiency; *\*The project may be eligible for up to \$811,100 based on the project's total improvement cost.*

Separately, you will receive the terms of this offer, including any requirements to meet federal environmental review and submission of confirmations for leveraged funding, as outlined in the 1903 Semmes application, including the allocation of tax credits. Each of these stipulations must be met, and a program agreement for funding must be executed no later than **November 1<sup>st</sup>, 2026**.

Any adjustments to the application submitted including, but not limited to, changes in committed capital sources, operating expense budgets, and unit mix, must be approved by DHCD before execution of a program agreement. Execution of the program agreement by **November 1<sup>st</sup>, 2026**, is necessary to finalize your formal funding reservation and loan commitment.

A member of our team will contact you via email to begin the contract negotiation process soon. We are pleased to work with Commonwealth Catholic Charities Housing Corporation in its affordable housing efforts.

Sincerely,

Sandra Powell  
Senior Deputy Director  
Community Development & Housing





**CITY OF RICHMOND**

**Housing &  
Community Development**

July 30, 2025

Charles Hall  
Vice President of Housing  
Commonwealth Catholic Charities Housing Corp.  
1601 Rolling Hills Drive  
Richmond Virginia 23229

**EAHP Award #:** 2025EAHP2-02

**Project Name:** 1903 Semmes Avenue (20 units)

**Award Amount:** \$450,000

Dear Mr. Hall:

Congratulations! Pursuant to the recommendation of the City of Richmond's Housing and Community Development Department ("HCD") the Affordable Housing Trust Fund Board has approved the above referenced affordable housing project for funding in the amount of **\$450,000**, contingent upon the provision of the items specified below:

1. Proof of property ownership (award will be issued in the name of the property ownership entity)
2. LIHTC Reservation letter from Virginia Housing
3. LIHTC equity commitment
4. Other loan commitments for construction and permanent financing of at least \$4.5 million (net LIHTC equity)
5. Updated Sources & Uses statement

All financing commitments must be executed by the lender and borrower on or before **June 30, 2026**.

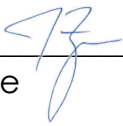
To accept this award, please sign and return a copy of this letter to HCD/Jaynell Pittman-Shaw no later than **Wednesday, August 13, 2025**.

Sincerely,

*Merrick T. Malone*

Merrick Malone, Esq.  
Director

**Acknowledged & accepted by** *(must be authorized to sign on behalf of the property owner):*

  
\_\_\_\_\_  
Name

8/18/2025  
\_\_\_\_\_  
Date

CEO  
\_\_\_\_\_  
Title

# **Tab U:**

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

## Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

### Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of \_\_\_\_\_ (Apartments):

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY: Williams Mullen, 200 South 10th Street, Suite 1600 Richmond, VA 23219 Allison Domson (VSB#44285)

AND WHEN RECORDED MAIL TO: Williams Mullen, 200 South 10th Street, Suite 1600 Richmond, VA 23219 Allison Domson (VSB#44285)

**RIGHT OF FIRST REFUSAL AGREEMENT**

**(1903 Semmes)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **1903 SEMMES LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **COMMONWEALTH CATHOLIC CHARITIES HOUSING CORPORATION**, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by **CCC 1903 Semmes LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [ ] limited liability company (the "Investor Member") **[SPECIAL MEMBER ENTITY]**, a [ ] limited liability company (the "Special Member"), and **VIRGINIA HOUSING DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Virginia Housing"), as third-party beneficiary. The Managing Member, the Investor Member, and the Special Member are sometimes collectively referred to herein as the "Consenting Members." The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members." This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of an 20-unit apartment project for families located in the City of Richmond, Virginia and commonly known as "1903 Semmes" (the "Project"). The real property comprising the Project is legally defined in Exhibit A; and

B. The Grantee is a qualified nonprofit organization as defined within Section 42 of the Internal Revenue Code of 1986, as amended, (the "Code") and is both a member of the Managing Member of the Owner and instrumental to the development and operation of the Project; and

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

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

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the

parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

**Section 1. Right of First Refusal**

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

**Section 2. Exercise of Refusal Right; Purchase Price**

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee and to Virginia Housing. Upon receipt of the Offer Notice by the Grantee and by Virginia Housing, the Grantee shall have ninety (90) days to deliver to the Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer:

- (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period, provided that the Election Notice may not be sent until the end of the Compliance Period); and
- (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non- Managing Members [or of Virginia Housing].

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, then its Refusal Right shall automatically transfer to Virginia Housing, and Virginia Housing shall have sixty (60) days from that date to deliver to the Company the Election Notice or to transfer its Refusal Right to another Qualified Beneficiary (as defined herein) to deliver the Election Notice within the same period.

- C. If a Qualified Beneficiary fails to deliver the Election Notice to the Company

within 150 days of the date both Grantee and Virginia Housing have received a copy of the Offer Notice or if such Election Notice is delivered but the purchase of the Project is not consummated by the Grantee, Virginia Housing, or any other Qualified Beneficiary within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate, and the Company shall be permitted to sell the Property free of the Refusal Right.

### **Section 3. Purchase Price; Closing**

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

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

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

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

### **Section 4. Conditions Precedent; Termination**

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

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

Beneficiary”); and

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

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

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes outlined in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

## **Section 5. Contract and Closing**

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

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

The Owner's right, title, and interest in the Property shall be conveyed by quitclaim deed or an assignment of lease, subject to such liens, encumbrances, and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “AS IS, WHERE IS”

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

### **Section 7. Transfer**

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

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

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

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

### **Section 9. Option to Purchase**

A. The parties hereto agree that if either the Code is revised or the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code (or other applicable provision

of Section 42) as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42.

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

#### **Section 10. Notice**

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing by hand delivery (whether personally or by courier or other delivery service) or by certified mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. Any such notice(s) shall be deemed given when received at such address or place or, in the case of certified mail, three (3) days after date of mailing.

- (A) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (B) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (C) If to the Grantee, 1601 Rolling Hills Drive, Henrico, Virginia 23229-5011, Attention: Charles Hall;
- (D) [\_\_\_\_\_]; and
- (E) If to Virginia Housing:

Virginia Housing Development Authority  
c/o Director of Tax Credit Programs  
601 S Belvidere Street  
Richmond, Virginia 23220

## **Section 11. Severability of Provisions**

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

## **Section 12. Binding Provisions**

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

## **Section 13. Counterparts**

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

## **Section 14. Governing Law**

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

## **Section 15. Headings**

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

## **Section 16. Amendments**

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

## **Section 17. Time**

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

## **Section 18. Legal Fees**

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

## **Section 19. Subordination**

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

## **Section 20. Rule Against Perpetuities Savings Clause**

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

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

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

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Right of First Refusal Agreement to be executed by their duly authorized representatives as of the date first stated above.

**OWNER:**

**1903 SEMMES LLC**, a Virginia limited liability company

By: CCC 1903 Semmes LLC, a Virginia limited liability company, its managing member

By: Commonwealth Catholic Charities Housing Corporation, a Virginia non-stock corporation, its sole member/manager

By: [Signature]  
Name: Jason Jay Brown  
Title: CEO

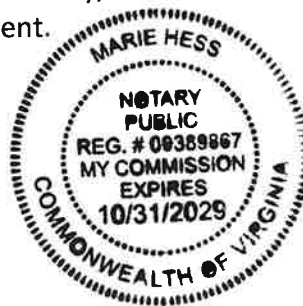
COMMONWEALTH OF VIRGINIA )  
 )  
CITY/COUNTY OF Henrico )

On March 12, 2026, before me, the undersigned, a notary public in and for said state, personally appeared Jason "Jay" Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as CEO of Commonwealth Catholic Charities Housing Corporation, the sole member/manager of CCC 1903 Semmes LLC, which is the managing member of 1903 Semmes LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Marie Hess  
Notary Public

Commission expires: 10/31/2029

Registration No.: 00389867



**GRANTEE:**

**COMMONWEALTH CATHOLIC CHARITIES HOUSING CORPORATION**, a Virginia non-stock nonprofit corporation

By: [Signature]  
Name: Jason "Jay" Brown  
Title: CEO

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Henrico )

On March 12, 2026, before me, the undersigned, a notary public in and for said state, personally appeared Jason "Jay" Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as CEO, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Marie Hess  
Notary Public

Commission expires: 10/31/2029

Registration No.: 00389867



**MANAGING MEMBER:**

**CCC 1903 SEMMES LLC**, a Virginia limited liability company

By: Commonwealth Catholic Charities Housing Corporation, a Virginia non-stock corporation, its Sole member/Manager

By: \_\_\_\_\_  
Name: Jason "Jay" Brown  
Title: CEO

COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Henrico )

On March 12, 2026, before me, the undersigned, a notary public in and for said state, personally appeared Jason "Jay" Brown personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as CEO of Commonwealth Catholic Charities Housing Corporation, the sole member/manager of CCC 1903 Semmes LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Marie Hess  
Notary Public

Commission expires: 10/31/2029

Registration No.: 00389867



INVESTOR MEMBER:

[INVESTOR MEMBER], a [Virginia] limited liability company

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

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

\_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by

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

on behalf of \_\_\_\_\_

a \_\_\_\_\_.

SEAL:

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

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

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

Right of First Refusal Agreement for 1903 Semmes --Signature Page 5 of 5

SPECIAL MEMBER:

[SPECIAL MEMBER], a [Virginia] limited liability company

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

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

\_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by

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

on behalf of \_\_\_\_\_

a \_\_\_\_\_.

SEAL:

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

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

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

**EXHIBIT A LEGAL DESCRIPTION**

[ insert legal]

### **~~Right of First Refusal Template A~~**

~~Applicants seeking points for a Right of First Refusal must use Virginia Housing's form Right of First Refusal (ROFR) template:~~

- ~~• **Template A:** may be utilized by all applicants and **must** be used by all applicants unable to certify to Virginia Housing's form Previous Participation Certification *without striking any standard provisions.*~~
- ~~• **Template B:** may only be utilized by applicants who submit Virginia Housing's form Previous Participation Certification with their respective Application *without striking any standard provisions.*~~

~~The Right of First Refusal 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).~~

---

RECORDING REQUESTED BY: Williams Mullen, 200 South 10th Street, Suite 1600 Richmond, VA 23219 Allison Domson (VSB#44285)

RECORDING REQUESTED BY: \_\_\_\_\_

AND WHEN RECORDED MAIL TO: \_\_\_\_\_ Williams Mullen, 200 South 10th Street, Suite 1600 Richmond, VA 23219 Allison Domson (VSB#44285)

**RIGHT OF FIRST REFUSAL AGREEMENT**

**([PROJECT NAME] Apartments 1903 Semmes)**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among ~~[OWNER ENTITY]~~ **1903 SEMMES LLC**, a Virginia limited liability company (the “Owner” or the “Company”), ~~[GRANTEE ENTITY]~~ **COMMONWEALTH CATHOLIC CHARITIES HOUSING CORPORATION**, a Virginia ~~nonstock~~ non- stock nonprofit corporation (the “Grantee”), and is consented to by ~~[MANAGING MEMBER ENTITY]~~, a **CCC 1903 Semmes LLC**, a Virginia limited liability company (the “Managing Member”), **[INVESTOR ENTITY]**, a [\_\_\_\_\_] limited liability company (the “Investor Member”), ~~[SPECIAL MEMBER ENTITY]~~, a [\_\_\_\_\_] limited liability company (the “Special Member”), and **VIRGINIA HOUSING DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“Virginia Housing”), as third-party beneficiary. The Managing Member, the Investor Member, and the Special Member are sometimes collectively referred to herein as the “Consenting Members.” The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members.” This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of an [\_\_\_\_\_] 20-unit apartment project for families located in [\_\_\_\_\_] the City of Richmond, Virginia and commonly known as “~~[PROJECT NAME] Apartments~~ **1903 Semmes**” (the “Project”). The real property comprising the Project is legally defined in Exhibit A; and

B. The Grantee is a qualified nonprofit organization as defined within Section 42 of the Internal Revenue Code of 1986, as amended, (the “Code”) ~~*{If Applicant competed for Credits within the nonprofit pool or received points for nonprofit participation in the Project, include the following:}*~~ and is both a member of the Managing Member of the Owner and instrumental to the development and operation of the Project; and

*Right of First Refusal Template A (rev 2025-04-14)*

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

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

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

### **Section 1. Right of First Refusal**

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

### **Section 2. Exercise of Refusal Right; Purchase Price**

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee and to Virginia Housing. Upon receipt of the Offer Notice by the Grantee and by Virginia Housing, the Grantee shall have ninety (90) days to deliver to the Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer:

- (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period, provided that the Election Notice may not be sent until the end of the Compliance Period); and

- (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non- Managing Members [or of Virginia Housing].

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, then its Refusal Right shall automatically transfer to Virginia Housing, and Virginia Housing shall have sixty (60) days from that date to deliver to the Company the Election Notice or to transfer its Refusal Right to another Qualified Beneficiary (as defined herein) to deliver the Election Notice within the same period.

C. If a Qualified Beneficiary fails to deliver the Election Notice to the Company within 150 days of the date both Grantee and Virginia Housing have received a copy of the Offer Notice or if such Election Notice is delivered but the purchase of the Project is not consummated by the Grantee, Virginia Housing, or any other Qualified Beneficiary within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate, and the Company shall be permitted to sell the Property free of the Refusal Right.

### **Section 3. Purchase Price; Closing**

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

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

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

- (i) the payment of all cash or immediately available funds at Closing; or
- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of

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

#### **Section 4. Conditions Precedent; Termination**

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

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

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

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes outlined in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in

Virginia Housing's sole discretion.

## **Section 5. Contract and Closing**

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

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

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

## **Section 7. Transfer**

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

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

shall be disqualified from the exercise of any rights hereunder at all times during which the transferor (whether the Grantee or Virginia Housing) would have been ineligible to exercise such rights hereunder had it not effected such transfer.

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

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

#### **Section 9. Option to Purchase**

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

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

#### **Section 10. Notice**

Except as otherwise specifically provided herein, all notices, demands or other

[Right of First Refusal Template A \(rev 2025-04-14\)](#)

communications hereunder shall be in writing by hand delivery (whether personally or by courier or other delivery service) or by certified mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. Any such notice(s) shall be deemed given when received at such address or place or, in the case of certified mail, three (3) days after date of mailing.

- (A) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (B) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (C) If to the Grantee, [REDACTED], [REDACTED] [1601 Rolling Hills Drive, Henrico, Virginia 23229-5011, Attention: Charles Hall](#);
- (D) [REDACTED]; and
- (E) If to Virginia Housing:

Virginia Housing Development Authority  
c/o Director of Tax Credit Programs  
601 S Belvidere Street  
Richmond, Virginia 23220

### **Section 11. Severability of Provisions**

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

### **Section 12. Binding Provisions**

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

### **Section 13. Counterparts**

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

#### **Section 14. Governing Law**

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

#### **Section 15. Headings**

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

#### **Section 16. Amendments**

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

#### **Section 17. Time**

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

#### **Section 18. Legal Fees**

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

#### **Section 19. Subordination**

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

## **Section 20. Rule Against Perpetuities Savings Clause**

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

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

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

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Right of First Refusal Agreement to be executed by their duly authorized representatives as of the date first stated above.

**OWNER:**

~~{OWNER}~~ 1903 SEMMES LLC, a ~~{Virginia}~~ limited liability company

By: CCC 1903 Semmes LLC, a Virginia limited liability company, its managing member

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

By: Commonwealth Catholic Charities Housing Corporation, a Virginia non-stock corporation, its sole member/manager

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

\_\_\_\_\_  
OF \_\_\_\_\_

\_\_\_\_\_  
of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by-

\_\_\_\_\_

=

\_\_\_\_\_

on behalf of \_\_\_\_\_

a \_\_\_\_\_

SEAL

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

\_\_\_\_\_  
Name: \_\_\_\_\_

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

COMMONWEALTH OF VIRGINIA )

)

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

)

On \_\_\_\_\_, 2026, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as \_\_\_\_\_ of Commonwealth Catholic Charities Housing Corporation, the sole member/manager of CCC 1903 Semmes LLC, which is the managing member of 1903 Semmes LLC, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

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

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

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

**GRANTEE:**

[GRANTEE], a [Virginia] limited liability company

**COMMONWEALTH CATHOLIC CHARITIES  
HOUSING CORPORATION**, a Virginia non-stock  
nonprofit corporation

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

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

\_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

by-

\_\_\_\_\_

=

\_\_\_\_\_

on behalf of \_\_\_\_\_

a \_\_\_\_\_

**SEAL** By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

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

COMMONWEALTH OF VIRGINIA )

)

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

On \_\_\_\_\_, 2026, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as \_\_\_\_\_, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

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

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

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





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

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

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

INVESTOR MEMBER:

[INVESTOR MEMBER], a [Virginia] limited liability company

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

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

\_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
by

\_\_\_\_\_  
-

\_\_\_\_\_  
on behalf of \_\_\_\_\_,

a \_\_\_\_\_.

SEAL:

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

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

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

SPECIAL MEMBER:

[SPECIAL MEMBER], a [Virginia] limited liability company

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

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

\_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,  
by

\_\_\_\_\_  
-  
\_\_\_\_\_

on behalf of \_\_\_\_\_

a \_\_\_\_\_.

SEAL:

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

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

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
[ insert legal ~~description~~ ]

<b>Summary report: Litera Compare for Word 11.13.0.54 Document comparison done on 3/11/2026 6:53:58 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://williamsmullen.cloudimanage.com/iwovric/151098835/1 - VHDA Right of First Refusal - Template A (2026).docx	
<b>Modified DMS:</b> iw://williamsmullen.cloudimanage.com/iwovric/151267743/1 - 1903 Semmes - 2026 ROFR Agreement.docx	
<b>Changes:</b>	
<a href="#">Add</a>	65
<del>Delete</del>	84
<del>Move From</del>	0
<a href="#">Move To</a>	0
<a href="#">Table Insert</a>	0
<del>Table Delete</del>	0
<a href="#">Table moves to</a>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>150</b>

# **Tab W:**

Internet Safety Plan and Resident Information Form



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

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[www.NetLiteracy.org](http://www.NetLiteracy.org)





## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.

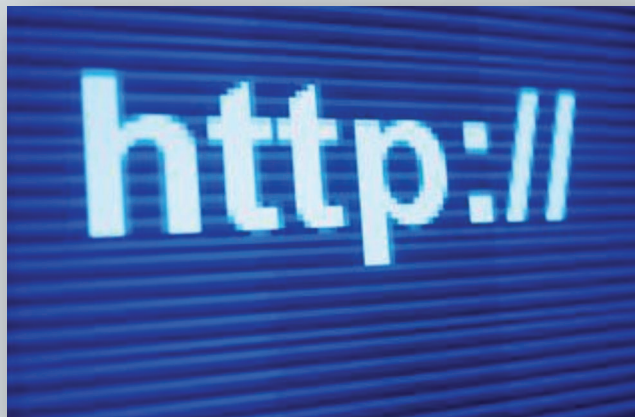


Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

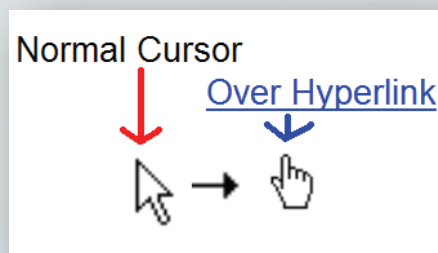
necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.



## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

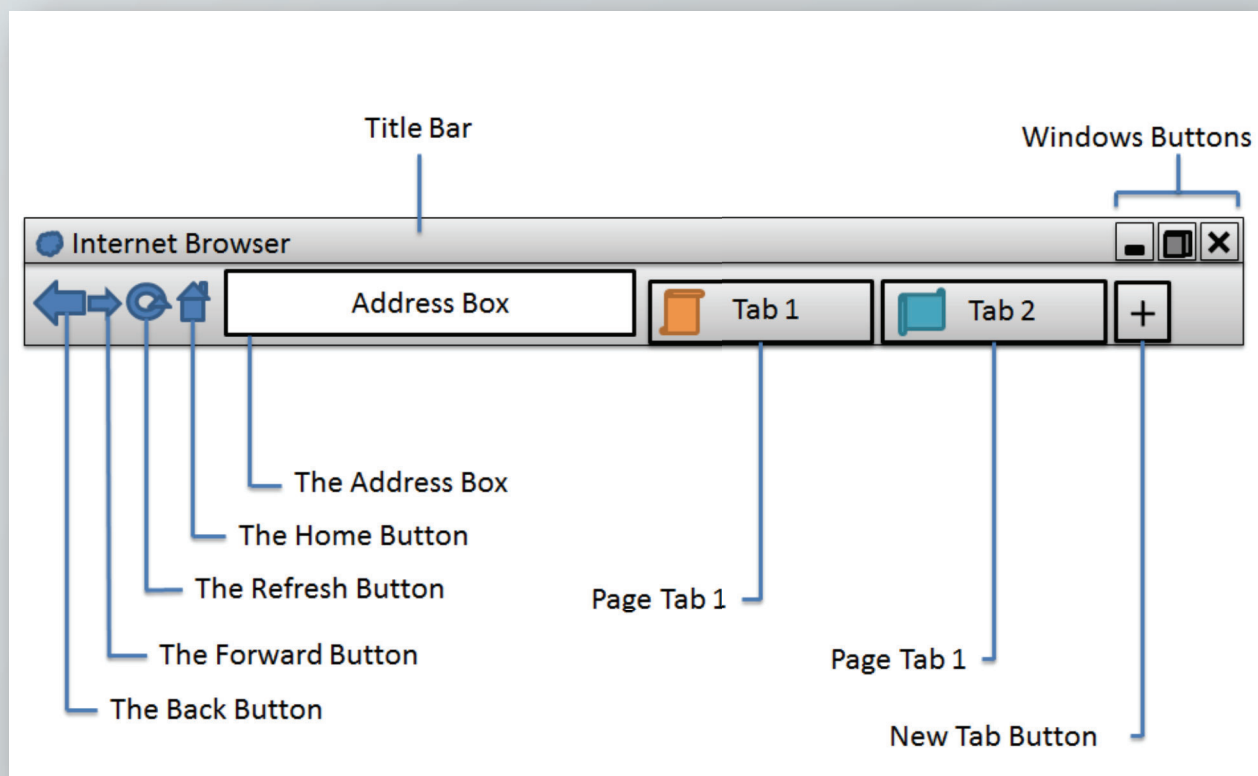
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).



## The Buttons

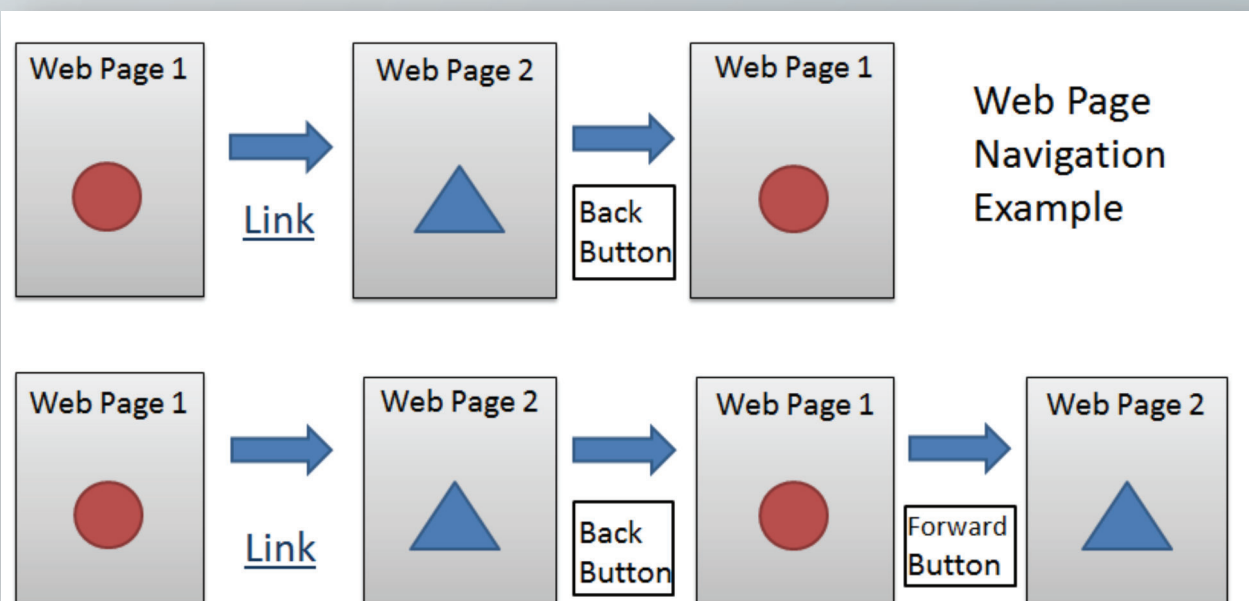
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

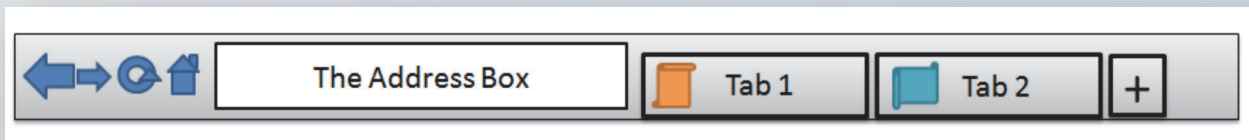
**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



# http://www.google.com

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www**– Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.(dot)**- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name**– Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**“.” (dot)**- See previous Definition

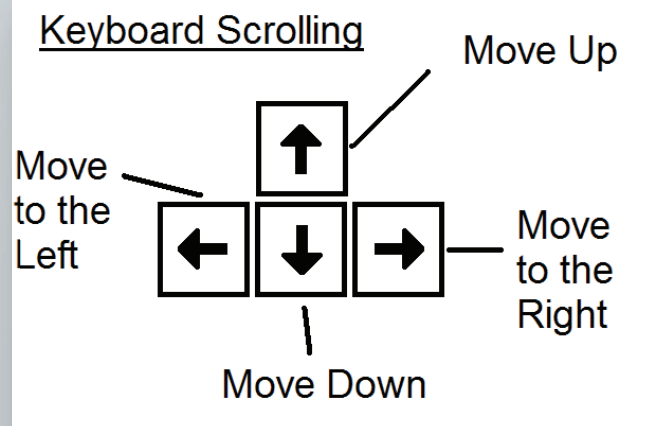
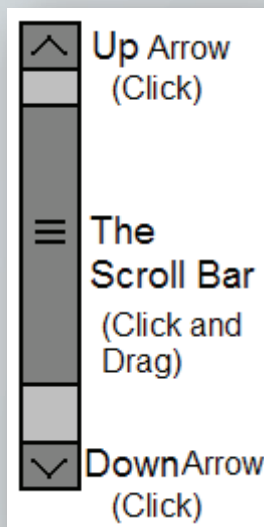
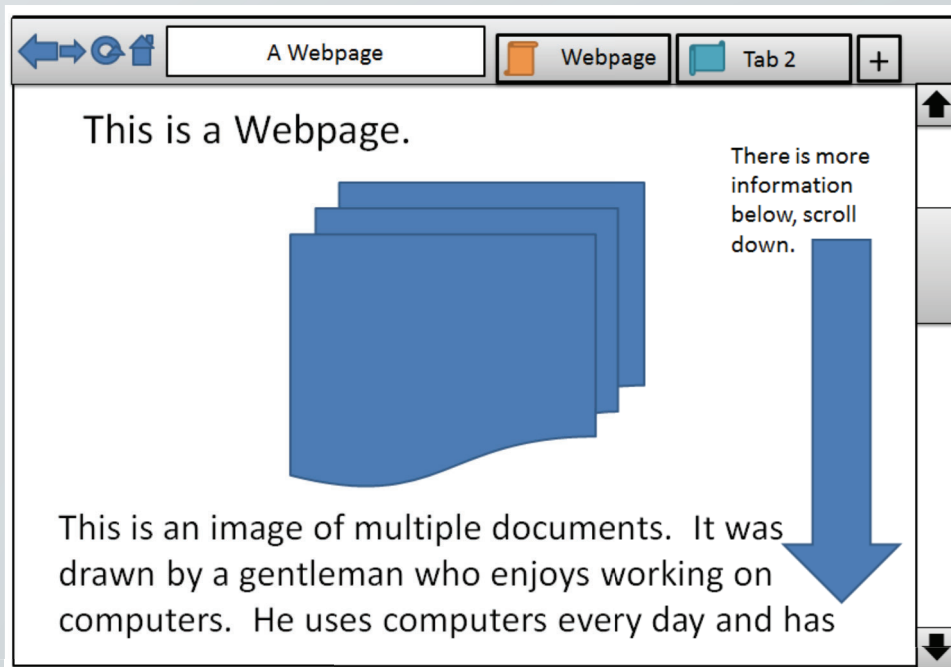
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



## Scrolling on Webpages

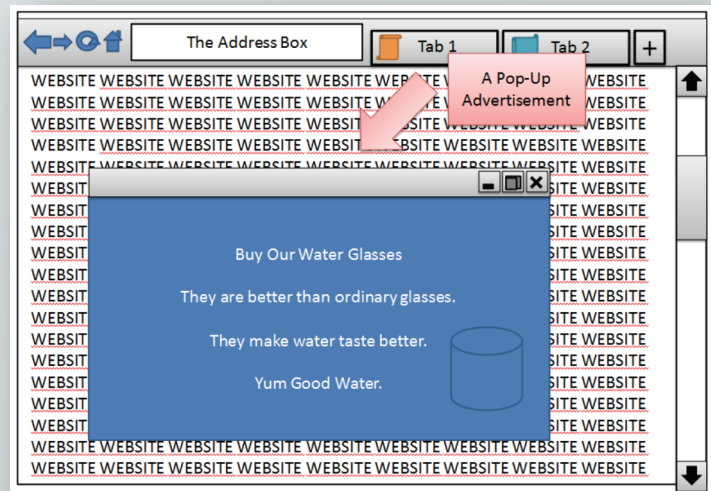
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



## Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.

### Searching the Internet

Because there are so many things on the Internet, it is

frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

## Internet Acceptable Use Policy (AUP)

All users of \_\_\_\_\_ Internet services agree to and must comply with this Acceptable Use Policy (AUP). \_\_\_\_\_ does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, \_\_\_\_\_ may remove, block, filter, or restrict by any other means any materials that, in \_\_\_\_\_ sole discretion, may be illegal, may subject \_\_\_\_\_ to liability, or which may violate this AUP. \_\_\_\_\_ may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or \_\_\_\_\_ account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and \_\_\_\_\_ remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of \_\_\_\_\_'s or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the services:** Reselling the Services without \_\_\_\_\_'s authorization.

- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use \_\_\_\_\_ Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, \_\_\_\_\_ maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by \_\_\_\_\_.

\_\_\_\_\_ requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

\_\_\_\_\_ may take any one or more of the following actions, or other actions not listed, at \_\_\_\_\_'s sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

\_\_\_\_\_ reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

\_\_\_\_\_ provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially

including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information. \_\_\_\_\_ advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

\_\_\_\_\_ SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF. \_\_\_\_\_ PROVIDES ACCESS TO THE INTERNET AND THE \_\_\_\_\_ NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE \_\_\_\_\_ NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES \_\_\_\_\_ FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a \_\_\_\_\_ (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
  - Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
  - All Bluetooth devices must use Secure Simple Pairing with encryption enabled.
  - Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
  - Broadcast of lab device SSID must be disabled.
- 4.2 Lab and Isolated Wireless Device Requirements
- 4.3 Home Wireless Device Requirements
- All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:

- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS
- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

#### 4. Policy Compliance

##### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

##### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

##### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

### **Equipment**

#### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at \_\_\_\_\_ (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

#### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.

- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.
- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.

- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosecteam will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

#### 4.2 Exceptions

Any exception to the policy must be approved by the Infosecteam in advance.

#### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## 1903 Semmes LLC

### Marketing Plan for Units Meeting Accessibility Requirements at 1903 Semmes

1903 Semmes is a 20-unit development targeted to households with incomes at 30%, 50%, and 60% of the area median income to be built in the Springhill neighborhood located in the City of Richmond, VA. At least three (3) units in the development will be constructed to meet HUD accessibility requirements as outlined in Section 504 of the Rehabilitation Act and will be actively marketed to persons with disabilities in accordance with the Fair Housing Act.

These three (3) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. The Owner/Agent will market the units to persons with disabilities on an ongoing basis throughout the year and will provide sufficient documentation to Virginia Housing's compliance officer. "Ongoing Basis" shall mean the Owner/Agent will contact at least two (2) resources per month to market the available Section 504 accessible units.

When a Section 504 accessible unit becomes available for occupancy, it shall first be offered to a qualified individual/household with disabilities currently residing at the property in a non-accessible unit who requires accessible features. If no such persons/households reside at the property, the Owner/Agent shall offer the unit to the next available qualified individual/household with disabilities on the property's waiting list. After 60 days if no qualified applicant with disabilities requires the unit, the Owner/Agent may place a tenant household with no disabled members in the unit upon approval by the designated Virginia Housing compliance officer. The approved lease will contain a provision requiring the non-disabled-household to move to a vacant unit of comparable size within the development if a household with disabled members applies for the unit. The prospective disabled-tenant household will be placed on the property's waiting list until a vacant unit of comparable size is available to complete the non-disabled tenant household's move to the new unit. The moving costs of the temporary / non-disabled tenant household will be paid by the property.

Individuals seeking housing will need to qualify under the income restrictions and application screening of 1903 Semmes, including but not limited to having a household income at least 60% or less of the Area Median Income.

In addition, 1903 Semmes will partner with Commonwealth Catholic Charities to provide a continuum of services to individuals and families on-site, from street-based outreach services to intensive case management. CCC intends to provide tenant specific services based upon resident surveys completed during move-in. A list of potential services that CCC could provide at the 1903 Semmes are included below:

**Housing and Financial Counseling** – work with tenants to improve credit scores, create a workable budget, purchase a home, or avoid eviction. CCC's certified financial and housing counselors can help develop a plan to achieve financial goals through one-on-one counseling and classes and workshops.

**Development Disabilities** – provide case management services for individuals with a developmental disability under the Family and Individual supports (FIS) and Community Living (CL)

Waivers.

**Workforce Development** – help tenants enter, succeed, and advance in the workplace. CCC Employment Navigators work with a variety of community partners to provide services such as career readiness assessments, skills training, job placement, resume building, and interview practice and preparation.

**Independence for Seniors** – provide Call Reassurance and Caregiver Relief services for seniors. Our senior programs also promote positive cognitive health through a lending library with books, magazines, adult coloring pages, and word search puzzles.

**Interpreter and Translation Services** – CCC trained interpreters accurately and efficiently translate a variety of languages to meet any number of business needs.

**Counseling Services** - provide individual or group counseling to tenant's dealing with depression, anxiety, grief, anger management, domestic violence, marital problems, adolescent self-esteem and self-harm, and trauma.

**Food insecurity** – ensure tenants have access to food and nutritional supplements. CCC operates a local food pantry dedicated to combating hunger and food insecurity in the Richmond area.

**Resources:**

1903 Semmes LLC will utilize the resources of several organizations in the Richmond area to promote the availability of its accessible and affordable housing units. 1903 Semmes will also be listed at [virginiahousingsearch.com](http://virginiahousingsearch.com)

The following agencies will be contacted regularly and be provided with updated leasing information on 1903 Semmes. The Owner/Agent will schedule site tours with individuals, agencies and/or groups as needed to guide potential tenants toward units that will best meet accessibility and housing needs.

Virginia Department of Medical Assistance Services (804) 786-7933

Virginia Department of Behavioral Health and Developmental Services (804) 786-3921

Virginia Department of Social Services (757) 385-3200

**Leasing Preference for Virginia Housing Target Populations:**

Additionally, 1903 Semmes LLC will provide first leasing preference to members of target populations, as defined and required by Virginia Housing. Established by Memorandum of Understanding between Virginia Housing and other participating agencies, target populations will be equipped with state rental assistance. The leasing preference provided by 1903 Semmes LLC shall apply to no more than 10% of the units (total of 2 units) at the property at a given time. The owner will not impose tenant selection criteria or leasing terms to individuals receiving this preference that are more restrictive than:

- 1) the property's standard eligibility requirements / leasing terms;
- 2) the eligibility criteria for state rental assistance; or
- 3) any terms in the Virginia Housing MOU establishing the target population.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

**Not Applicable**

# **Tab Z:**

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

**Not Applicable**

# **Tab AA:**

Priority Letter from Rural Development

**Not Applicable**

# **TAB AB:**

Social Disadvantage Certification or Veteran  
Owned Small Business Certification

**Not Applicable**