
2025 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

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

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2025 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

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

Please Note:

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

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
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Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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2025 Low-Income Housing Tax Credit Application For Reservation

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

☒	\$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter
☒	Electronic Copy of the Microsoft Excel Based Application (MANDATORY)
☒	Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY)
☒	Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application)
☒	Electronic Copy of the Plans (MANDATORY)
☒	Electronic Copy of the Specifications (MANDATORY)
☐	Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab)
☐	Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab)
☐	Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request)
☐	Electronic Copy of Appraisal (MANDATORY if acquisition credits requested)
☒	Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested)
☒	Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY)
☒	Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY)
☐	
☒	Tab B: Virginia State Corporation Commission Certification (MANDATORY)
☒	Tab C: Syndicator's or Investor's Letter of Intent (MANDATORY)
☐	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)
☒	Tab F: Third Party RESNET Rater Certification (MANDATORY)
☒	Tab G: Zoning Certification Letter (MANDATORY)
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☐	Tab I: Nonprofit Questionnaire (MANDATORY for points or pool)
	The following documents need not be submitted unless requested by Virginia Housing:
	-Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status
	-Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable)
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☒	K.1 Revitalization Area Certification
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☒	Tab L: PHA / Section 8 Notification Letter
☐	Tab M: <i>(left intentionally blank)</i>
☐	Tab N: Homeownership Plan
☒	Tab O: Plan of Development Certification Letter
☐	Tab P: Zero Energy or Passive House documentation for prior allocation by this developer
☒	Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
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☐	Tab S: Supportive Housing Certification
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☒	Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing
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☒	Tab W: Internet Safety Plan and Resident Information Form
☒	Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
☐	Tab Y: Inducement Resolution for Tax Exempt Bonds
☒	Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification
☐	Tab AA: Priority Letter from Rural Development
☐	Tab AB: Ownership's Social Disadvantage or Veteran Owned Small Business Certification

VHDA TRACKING NUMBER

2025-TEB-148

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

6/25/2025

1. Development Name: Norfolk TWG B2 Apartments at Kindred
2. Address (line 1): 1101 Mariner St and 1001 Freemason St
 Address (line 2):
 City: Norfolk State: VA Zip: 23510
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Norfolk City
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 51710004800.00
7. Development is located in a **Qualified Census Tract**..... TRUE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution or by the locality**..... TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a household poverty rate of.....
- | | | |
|--------------|--------------|--------------|
| 3% | 10% | 12% |
| <u>FALSE</u> | <u>FALSE</u> | <u>FALSE</u> |
13. Development is located in a medium or high-level economic development jurisdiction based on table. FALSE
14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE
- Enter only Numeric Values below:**
15. Congressional District: 3
 Planning District: 23
 State Senate District: 5
 State House District: 89

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

Norfolk TWG B2 is the next phase of the redevelopment of the former Tidewater Gardens public housing site with 101 new-construction apartments, with one- through five-bedroom units across 17 multifamily buildings. Building types include walk-up apartment buildings and townhomes and are located on two city blocks (1101 Mariner Street and 1001 Freemason Street) adjacent to TWG Phase A and the City's planned Blue/Greenway, a new stormwater park that will daylight a stream and create an attractive open space for recreational activities.

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

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

Dr. Susan Perry, Director of Planning and Community Development

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

or

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

New Construction

For Tax Exempt Bonds, where are bonds being issued?

Virginia Housing

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

2. Type(s) of Allocation/Allocation Year

Definitions of types:

a.

Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2025.

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, 2025, 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 2025 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

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

FALSE

If true, provide name of companion development:

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

TRUE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

6. Extended Use Restriction

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

Must Select One:

30

Definition of selection:

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

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

TRUE

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: TWG Phase B2, LLC

Developer Name: TW Phase B2 Developers, LLC

Contact: M/M ▶ Mr. First: Richard MI: J Last: Sciortino

Address: 1603, Orrington Avenue, Suite 450

City: Evanston St. ▶ IL Zip: 60201

Phone: (847) 562-9400 Ext. Fax: (847) 562-9401

Email address: richs@brinshore.com

Federal I.D. No. 922202695 (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.

Charlene Andreas; charlenea@brinshore.com; 224-927-5073

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

b. FALSE Indicate if at least one principal listed within Org Chart qualifies for socially disadvantaged status 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 Socially Disadvantaged Certification **(TAB AB)**

c. 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)**

d. TRUE Indicate True if the owner meets the following statement:

An applicant with a principal that, within three years prior to the current application, received an IRS Form 8609 for placing a separate 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? Block 20 Apartments, 451 Church Street, Norfolk VA

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: ▶ Option
Expiration Date: 6/30/2026

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE Owner already controls site by either deed or long-term lease.
b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 6/30/2026 .
c. FALSE There is more than one site for development and more than one expected date of acquisition by Owner.

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

D. SITE CONTROL

3. Seller Information:

Name:

Norfolk Redevelopment and Housing Authority

Address:

555 E. Main Street

City:

Norfolk

St.:

Virginia

Zip:

23501

Contact Person:

Michael Clark

Phone:

(757) 533-4697

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

FALSE

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

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

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

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE OR
Address:	3540 Ladia Marian Ct.	Veteran Owned Small Bus?	FALSE
City, State, Zip	Midlothian VA 23113	Role:	Application Advisor
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
4. Management Entity:	Christopher Mckee	This is a Related Entity.	FALSE
Firm Name:	The Franklin Group	DEI Designation?	FALSE OR
Address:	300 32nd Street, Ste 310	Veteran Owned Small Bus?	FALSE
City, State, Zip	Virginia Beach, VA		
Email:	cmckee@fgcompanies.com	Phone:	(757) 965-9200
5. Contractor:	Peter Schaaf	This is a Related Entity.	FALSE
Firm Name:	Harkins Builders	DEI Designation?	FALSE OR
Address:	10490 Little Patuxent Parkway Suite 400	Veteran Owned Small Bus?	FALSE
City, State, Zip	Columbia, MD 21044		
Email:	pschaaf@harkinsbuilders.com	Phone:	410-750-2600
6. Architect:	Trish Girdwood	This is a Related Entity.	FALSE
Firm Name:	LBBA	DEI Designation?	FALSE OR
Address:	1625 Carroll Ave	Veteran Owned Small Bus?	FALSE
City, State, Zip	Chicago, IL 60612		
Email:	tgirwood@lbba.com	Phone:	312-988-9100

E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney:	Elizabeth Chapman	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE OR
Address:	999 Waterside Drive Suite 1700	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk VA 23510		
Email:	echapman@williamsmullen.com	Phone:	757-629-2064
8. Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria LLC	DEI Designation?	FALSE OR
Address:	3450 Lady Marian Ct.	Veteran Owned Small Bus?	FALSE
City, State, Zip	Midlothian VA 23113		
Email:	rynejohnson@astoriallc.com	Phone:	804-339-7205
9. Other 1:	John Biagas	This is a Related Entity.	FALSE
Firm Name:	Bay Electric / BBRM	DEI Designation?	FALSE OR
Address:	627 36th Street	Veteran Owned Small Bus?	FALSE
City, State, Zip	Newport News, Virginia	Role:	Developer Partner
Email:	john.biagas@bayelectricco.com	Phone:	757-520-0378
10. Other 2:	Allie Reid	This is a Related Entity.	FALSE
Firm Name:	Torti Gallas Partners	DEI Designation?	FALSE OR
Address:	123 Vermont Ave NW, 2nd Floor	Veteran Owned Small Bus?	FALSE
City, State, Zip	Washington, DC 20001	Role:	Architect
Email:	mel@wparch.com	Phone:	301-650-2272
11. Other 3:	Mel Price	This is a Related Entity.	FALSE
Firm Name:	Work Programs Architects, Inc	DEI Designation?	TRUE OR
Address:	400 Grandy St, STE 301	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk, VA 23510	Role:	Architect
Email:	mel@wparch.com	Phone:	757-472-9342
12. Other 4:	Susan Russell	This is a Related Entity.	FALSE
Firm Name:	Lynch Mykins Structural engineer	DEI Designation?	FALSE OR
Address:	401 N. West Street Suite 105	Veteran Owned Small Bus?	FALSE
City, State, Zip	Raleigh, NC 27603	Role:	Structural Engineer
Email:	srussell@lynchmykins.com	Phone:	336-453-3126
13. Other 5:	William Milligan	This is a Related Entity.	FALSE
Firm Name:	Livas Group	DEI Designation?	TRUE OR
Address:	246 W. Freemason Street	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk, VA 23510	Role:	Architect
Email:	wmilligan3rd@livasgroup.com	Phone:	757-627-0896

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

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

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

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

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

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

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

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

2. Ten-Year Rule For Acquisition Credits

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

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

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

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

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

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

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

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

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

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

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

- FALSE

a.

Be authorized to do business in Virginia.
- FALSE

b.

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

c.

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

d.

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

e.

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

f.

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

g.

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶

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: 0.0%

G. NONPROFIT INVOLVEMENT

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

A. TRUE

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

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

Name of qualified nonprofit: _____

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

Name of Local Housing Authority Norfolk Redevelopment and Housing Authority

B. FALSE

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

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

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

H. STRUCTURE AND UNITS INFORMATION**1. General Information**

- | | | | |
|--|---------------|----------|------------|
| a. Total number of all units in development | <u>101</u> | bedrooms | <u>230</u> |
| Total number of rental units in development | <u>101</u> | bedrooms | <u>230</u> |
| Number of low-income rental units | <u>81</u> | bedrooms | <u>196</u> |
| Percentage of rental units designated low-income | <u>80.20%</u> | | |
-
- | | | | |
|---------------------------------------|------------|----------|------------|
| b. Number of new units:..... | <u>101</u> | bedrooms | <u>230</u> |
| Number of adaptive reuse units: | <u>0</u> | bedrooms | <u>0</u> |
| Number of rehab units:..... | <u>0</u> | bedrooms | <u>0</u> |
-
- 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..... 147,432.80 (Sq. ft.)
- e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... 14,907.30 (Sq. ft.)
- f. Nonresidential Commercial Floor Area (Not eligible for funding)..... 0.00
- g. Total Usable Residential Heated Area..... 132,525.50 (Sq. ft.)
- h. Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**..... 100.00%
- i. Exact area of site in acres 3.953
- j. Locality has approved a final site plan or plan of development..... FALSE
If **True**, Provide required documentation (**TAB O**).
- k. Requirement as of 2016: Site must be properly zoned for proposed development.
ACTION: Provide required zoning documentation (**MANDATORY TAB G**)
- l. Development is eligible for Historic Rehab credits..... FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION**2. UNIT MIX**a. Specify the **average size and number per unit type** (as indicated in the Architect's Certification):*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
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	724.16	SF	17	27
2BR Garden	1080.37	SF	22	25
3BR Garden	1263.65	SF	13	15
4BR Garden	1784.20	SF	5	5
2+ Story 2BR Townhouse	1060.80	SF	3	6
2+ Story 3BR Townhouse	1360.55	SF	15	17
2+ Story 4BR Townhouse	1623.00	SF	6	6
			81	101

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)..... 17

b. Age of Structure:..... 0 years

c. Maximum Number of stories:..... 3

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

e. Commercial Area Intended Use: N/A

f. Development consists primarily of : (Only One Option Below Can Be True)

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

TRUE

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

FALSE

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

FALSE

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

i. Row House/Townhouse

TRUE

v. Detached Single-family

FALSE

ii. Garden Apartments

TRUE

vi. Detached Two-family

FALSE

iii. Slab on Grade

TRUE

vii. Basement

FALSE

iv. Crawl space

FALSE

h. Development contains an elevator(s).

FALSE

If true, # of Elevators.

0

Elevator Type (if known)

The 5-bedroom unit is included in the 4-bedroom garden unit type

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

l. Describe Community Facilities:

- | | |
|---------------------------------------|-------|
| m. Number of Proposed Parking Spaces | 90 |
| 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.

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

J. ENHANCEMENTS

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

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

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

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

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

REQUIRED:

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

- | | |
|------------------|--|
| <div>FALSE</div> | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only. |
| <div>0.00%</div> | b1. Percentage of brick covering the exterior walls. |
| <div>0.00%</div> | 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. |
| <div>FALSE</div> | c. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| <div>FALSE</div> | d. Cooking surfaces are equipped with fire suppression features as defined in the manual |
| <div>FALSE</div> | e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| <div>FALSE</div> | f. Full bath fans are equipped with a humidistat. |
| <div>FALSE</div> | g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| <div>FALSE</div> | h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| <div>FALSE</div> | i. Each unit is provided free individual high-speed internet access.
<i>(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)</i> |
| <div>FALSE</div> | j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| <div>FALSE</div> | k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| or | |
| <div>FALSE</div> | l. All Construction types: each unit is equipped with a permanent dehumidification system. |
| <div>FALSE</div> | m. All interior doors within units are solid core. |
| <div>FALSE</div> | 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 . |
| <div>FALSE</div> | 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:

- FALSE

a. All cooking ranges have front controls.
- FALSE

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

- FALSE

Earthcraft Gold or higher certification
- FALSE

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

LEED Certification
- TRUE

Enterprise Green Communities (EGC) Certification

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

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

- FALSE

Zero Energy Ready Home Requirements
- FALSE

Passive House Standards
- FALSE

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

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

- FALSE

a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 0

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

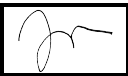
0% of Total Rental Units

4.

TRUE

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

If not, please explain:



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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	11	12	14	16
Air Conditioning	0	11	12	13	15
Cooking	0	10	12	13	14
Lighting	0	10	12	14	14
Hot Water	0	0	0	0	0
Water	0	20	30	40	50
Sewer	0	20	30	40	50
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$82	\$108	\$134	\$159

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

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

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

The utility allowance for the five bedroom unit is:

Heating: 30

Air conditioning: 30

Cooking: 30

Lighting: 30

Hot Water: 0

Water: 62

Sewer: 63

Trash: 0

Total: \$185

K. SPECIAL HOUSING NEEDS

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

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

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

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



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

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

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

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

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

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

If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?
- Action:** Provide Permanent Supportive Housing Certification (**Tab S**)
- b. The development has existing tenants and a relocation plan has been developed..... **FALSE**
- (If **True**, Virginia Housing policy requires that the impact of economic and/or physical 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:

Norfolk Redevelopment and Housing Authority
- Contact person:

Mr. Nathan Simms
- Title:

Executive Director
- Phone Number:

(757) 533-5683
- 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:

43

% of total Low Income Units 53%

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

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

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

4. Target Population Leasing Preference

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

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

First Name:

Christopher

Last Name:

McKee

Phone Number:

(757) 965-9200

 Email:

cmckee@fjgroup.com

K. SPECIAL HOUSING NEEDS

5. Rental Assistance

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

TRUE

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

FALSE	Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.
FALSE	Section 8 New Construction Substantial Rehabilitation
FALSE	Section 8 Moderate Rehabilitation
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:	46
How many years in rental assistance contract?	20.00
Expiration date of contract:	12/31/2047
There is an Option to Renew.....	TRUE

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

6. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?	TRUE
If so, how many existing Public Housing units?	46

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
0	0.00%	30% Area Median
17	16.83%	40% Area Median
24	23.76%	50% Area Median
15	14.85%	60% Area Median
0	0.00%	70% Area Median
25	24.75%	80% Area Median
20	19.80%	Market Units
101	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
17	16.83%	40% Area Median
24	23.76%	50% Area Median
15	14.85%	60% Area Median
0	0.00%	70% Area Median
25	24.75%	80% Area Median
20	19.80%	Market Units
101	100.00%	Total

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

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

- c. The development plans to utilize average income testing..... ☒ TRUE

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

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



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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	50% AMI	2	0	896.00	\$866.00	\$1,732
Mix 2	1 BR - 1 Bath	50% AMI	1	0	910.00	\$866.00	\$866
Mix 3	1 BR - 1 Bath	50% AMI	1	0	616.00	\$866.00	\$866
Mix 4	1 BR - 1 Bath	50% AMI	1	0	910.00	\$1,549.00	\$1,549
Mix 5	1 BR - 1 Bath	50% AMI	1	1	748.00	\$1,549.00	\$1,549
Mix 6	1 BR - 1 Bath	80% AMI	3	1	678.00	\$1,436.00	\$4,308
Mix 7	1 BR - 1 Bath	80% AMI	1	0	637.60	\$1,436.00	\$1,436
Mix 8	1 BR - 1 Bath	80% AMI	1	0	637.60	\$1,436.00	\$1,436

L. UNIT DETAILS

Mix 9	1 BR - 1 Bath	80% AMI	3	0	653.90	\$1,436.00	\$4,308
Mix 10	1 BR - 1 Bath	80% AMI	1	1	748.00	\$1,436.00	\$1,436
Mix 11	1 BR - 1 Bath	80% AMI	2	0	748.00	\$1,436.00	\$2,872
Mix 12	1 BR - 1 Bath	Market 100%	3	0	678.00	\$1,656.00	\$4,968
Mix 13	1 BR - 1 Bath	Market 100%	2	0	653.90	\$1,656.00	\$3,312
Mix 14	1 BR - 1 Bath	Market 100%	1	0	637.60	\$1,656.00	\$1,656
Mix 15	1 BR - 1 Bath	Market 100%	1	0	653.90	\$1,656.00	\$1,656
Mix 16	1 BR - 1 Bath	Market 100%	2	0	748.00	\$1,656.00	\$3,312
Mix 17	1 BR - 1 Bath	Market 100%	1	0	932.00	\$1,656.00	\$1,656
Mix 18	2 BR - 1.5 Bath	60% AMI	1	0	1019.00	\$1,258.00	\$1,258
Mix 19	2 BR - 1.5 Bath	60% AMI	1	0	1081.70	\$1,258.00	\$1,258
Mix 20	2 BR - 1.5 Bath	80% AMI	1	0	1081.70	\$1,714.00	\$1,714
Mix 21	2 BR - 1.5 Bath	Market 100%	1	0	1019.00	\$1,941.00	\$1,941
Mix 22	2 BR - 1.5 Bath	Market 100%	2	0	1081.70	\$1,941.00	\$3,882
Mix 23	2 BR - 2 Bath	40% AMI	2	0	1158.00	\$1,757.00	\$3,514
Mix 24	2 BR - 2 Bath	40% AMI	2	0	1023.10	\$1,757.00	\$3,514
Mix 25	2 BR - 2 Bath	40% AMI	1	1	1087.50	\$1,757.00	\$1,757
Mix 26	2 BR - 2 Bath	40% AMI	1	0	1014.60	\$1,757.00	\$1,757
Mix 27	2 BR - 2 Bath	50% AMI	1	1	1144.00	\$1,757.00	\$1,757
Mix 28	2 BR - 2 Bath	50% AMI	1	0	1023.10	\$1,757.00	\$1,757
Mix 29	2 BR - 2 Bath	50% AMI	1	0	1087.50	\$1,757.00	\$1,757
Mix 30	2 BR - 2 Bath	60% AMI	1	0	1112.00	\$1,258.00	\$1,258
Mix 31	2 BR - 2 Bath	60% AMI	1	1	1144.00	\$1,258.00	\$1,258
Mix 32	2 BR - 2 Bath	60% AMI	1	0	1158.00	\$1,258.00	\$1,258
Mix 33	2 BR - 2 Bath	60% AMI	1	0	1014.60	\$1,258.00	\$1,258
Mix 34	2 BR - 2 Bath	60% AMI	1	0	1014.60	\$1,757.00	\$1,757
Mix 35	2 BR - 2 Bath	60% AMI	1	0	1290.00	\$1,258.00	\$1,258
Mix 36	2 BR - 2 Bath	60% AMI	1	0	1014.60	\$1,258.00	\$1,258
Mix 37	2 BR - 2 Bath	60% AMI	1	0	1014.60	\$1,757.00	\$1,757
Mix 38	2 BR - 2 Bath	80% AMI	1	0	1112.00	\$1,714.00	\$1,714
Mix 39	2 BR - 2 Bath	80% AMI	1	0	1087.50	\$1,714.00	\$1,714
Mix 40	2 BR - 2 Bath	80% AMI	1	0	1014.60	\$1,757.00	\$1,757
Mix 41	2 BR - 2 Bath	80% AMI	2	0	1014.60	\$1,714.00	\$3,428
Mix 42	2 BR - 2 Bath	Market 100%	1	0	1112.00	\$1,941.00	\$1,941
Mix 43	2 BR - 2 Bath	Market 100%	1	0	1158.00	\$1,941.00	\$1,941
Mix 44	2 BR - 2 Bath	Market 100%	1	0	1014.60	\$1,941.00	\$1,941
Mix 45	3 BR - 2 Bath	40% AMI	1	0	1238.30	\$2,463.00	\$2,463
Mix 46	3 BR - 2 Bath	40% AMI	2	2	1238.30	\$2,463.00	\$4,926
Mix 47	3 BR - 2 Bath	40% AMI	1	0	1317.00	\$2,463.00	\$2,463
Mix 48	3 BR - 2 Bath	50% AMI	2	1	1238.30	\$2,463.00	\$4,926
Mix 49	3 BR - 2 Bath	50% AMI	2	0	1238.30	\$2,463.00	\$4,926
Mix 50	3 BR - 2 Bath	50% AMI	2	0	1294.00	\$2,463.00	\$4,926
Mix 51	3 BR - 2 Bath	50% AMI	1	0	1317.00	\$2,463.00	\$2,463
Mix 52	3 BR - 2 Bath	80% AMI	1	0	1238.30	\$1,971.00	\$1,971
Mix 53	3 BR - 2 Bath	80% AMI	1	0	1294.00	\$2,463.00	\$2,463
Mix 54	3 BR - 2 Bath	Market 100%	1	0	1238.30	\$2,489.00	\$2,489
Mix 55	3 BR - 2 Bath	Market 100%	1	0	1294.00	\$2,489.00	\$2,489
Mix 56	3 BR - 2.5 Bath	40% AMI	1	0	1324.00	\$2,463.00	\$2,463
Mix 57	3 BR - 2.5 Bath	50% AMI	1	0	1344.00	\$2,463.00	\$2,463
Mix 58	3 BR - 2.5 Bath	50% AMI	1	0	1324.00	\$2,463.00	\$2,463
Mix 59	3 BR - 2.5 Bath	50% AMI	2	0	1348.00	\$2,463.00	\$4,926
Mix 60	3 BR - 2.5 Bath	50% AMI	1	0	1345.00	\$2,463.00	\$2,463
Mix 61	3 BR - 2.5 Bath	50% AMI	1	0	1390.30	\$2,463.00	\$2,463
Mix 62	3 BR - 2.5 Bath	60% AMI	1	0	1330.00	\$2,463.00	\$2,463
Mix 63	3 BR - 2.5 Bath	60% AMI	1	0	1397.00	\$1,444.00	\$1,444

L. UNIT DETAILS

Mix 64	3 BR - 2.5 Bath	60% AMI	1	0	1393.60	\$1,444.00	\$1,444
Mix 65	3 BR - 2.5 Bath	80% AMI	1	0	1321.00	\$2,463.00	\$2,463
Mix 66	3 BR - 2.5 Bath	80% AMI	1	0	1358.00	\$1,971.00	\$1,971
Mix 67	3 BR - 2.5 Bath	80% AMI	1	0	1399.00	\$1,971.00	\$1,971
Mix 68	3 BR - 2.5 Bath	80% AMI	1	0	1390.30	\$1,971.00	\$1,971
Mix 69	3 BR - 2.5 Bath	80% AMI	1	0	1393.60	\$1,971.00	\$1,971
Mix 70	3 BR - 2.5 Bath	Market 100%	1	0	1330.00	\$2,489.00	\$2,489
Mix 71	3 BR - 2.5 Bath	Market 100%	1	0	1393.60	\$2,489.00	\$2,489
Mix 72	4 BR - 2 Bath	40% AMI	1	0	1764.00	\$2,930.00	\$2,930
Mix 73	4 BR - 2 Bath	50% AMI	1	0	1750.00	\$2,930.00	\$2,930
Mix 74	4 BR - 2 Bath	60% AMI	1	0	1750.00	\$2,930.00	\$2,930
Mix 75	4 BR - 2 Bath	60% AMI	1	1	1711.00	\$2,930.00	\$2,930
Mix 76	4 BR - 2.5 Bath	40% AMI	3	0	1630.00	\$2,930.00	\$8,790
Mix 77	4 BR - 2.5 Bath	50% AMI	1	0	1630.00	\$2,930.00	\$2,930
Mix 78	4 BR - 2.5 Bath	80% AMI	1	0	1613.00	\$2,930.00	\$2,930
Mix 79	4 BR - 3 Bath	40% AMI	1	0	1605.00	\$2,930.00	\$2,930
Mix 80	5 BR - 3 Bath	40% AMI	1	1	1946.00	\$3,368.00	\$3,368
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			101	11			\$197,372

Total Units	101	Net Rentable SF:	TC Units	94,885.10
			MKT Units	18,784.20
		Total NR SF:		113,669.30

Floor Space Fraction (to 7 decimals)	83.47469%
--------------------------------------	-----------

M. OPERATING EXPENSES**Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing			\$15,000
2. Office Salaries			\$0
3. Office Supplies			\$3,030
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$90,692
4.00% of EGI	\$897.94	Per Unit	
6. Manager Salaries			\$80,000
7. Staff Unit (s)	(type		\$0
8. Legal			\$12,625
9. Auditing			\$6,565
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$600
12. Tax Credit Monitoring Fee			\$2,121
13. Miscellaneous Administrative			\$18,792
Total Administrative			\$229,425

Utilities

14. Fuel Oil		\$0
15. Electricity		\$20,200
16. Water		\$15,655
17. Gas		\$0
18. Sewer		\$10,100
Total Utility		\$45,955

Operating:

19. Janitor/Cleaning Payroll		\$25,000
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$0
22. Exterminating		\$5,300
23. Trash Removal		\$24,000
24. Security Payroll/Contract		\$10,600
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$17,700
28. Maintenance/Repairs Payroll		\$27,000
29. Repairs/Material		\$0
30. Repairs Contract		\$0
31. Elevator Maintenance/Contract		\$0
32. Heating/Cooling Repairs & Maintenance		\$15,150
33. Pool Maintenance/Contract/Staff		\$0
34. Snow Removal		\$0
35. Decorating/Payroll/Contract		\$2,750
36. Decorating Supplies		\$0
37. Miscellaneous		\$15,150
Totals Operating & Maintenance		\$142,650

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes		\$159,580
39. Payroll Taxes		\$16,160
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$650 per unit	\$65,650
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$19,800
45. Other Insurance		\$0
Total Taxes & Insurance		\$261,190

Total Operating Expense**\$679,220**

Total Operating Expenses Per Unit	\$6,725	C. Total Operating Expenses as % of EGI	29.96%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)	\$30,300
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Total Expenses	\$709,520
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N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	6/27/2025	Richard Sciortino
b. Site Acquisition	12/15/2025	Richard Sciortino
c. Zoning Approval	12/13/2022	Richard Sciortino
d. Site Plan Approval	6/23/2025	Sarah Jones-Anderson
2. Financing		
a. Construction Loan		
i. Loan Application	7/1/2025	Sarah Jones-Anderson
ii. Conditional Commitment		
iii. Firm Commitment	10/23/2025	Richard Sciortino
b. Permanent Loan - First Lien		
i. Loan Application	7/1/2025	Sarah Jones-Anderson
ii. Conditional Commitment		
iii. Firm Commitment	10/23/2025	Richard Sciortino
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List	CNI Funds	NRHA - Nathan Simms
ii. Application	9/17/2018	NRHA - Nathan Simms
iii. Award/Commitment	5/13/2019	NRHA - Nathan Simms
2. Formation of Owner	1/20/2023	Erik Hoffman
3. IRS Approval of Nonprofit Status		
4. Closing and Transfer of Property to Owner	12/15/2025	Richard Sciortino
5. Plans and Specifications, Working Drawings	6/1/2025	LBBA - Jeff Bone
6. Building Permit Issued by Local Government	10/1/2025	Sarah Jones-Anderson
7. Start Construction	12/15/2025	Sarah Jones-Anderson
8. Begin Lease-up	11/15/2026	The Franklin Group
9. Complete Construction	6/15/2027	Sarah Jones-Anderson
10. Complete Lease-Up	11/15/2027	Sarah Jones-Anderson
11. Credit Placed in Service Date	12/31/2027	Sarah Jones-Anderson

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

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	25,754,240	0	25,754,240	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
☐ e. Structured Parking Garage	0	0	0	0
Total Structure	25,754,240	0	25,754,240	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
☐ h. Renewable Energy	0	0	0	0
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	4,420,517	0	4,420,517	0
q. Hard Cost Contingency	0	0	0	0
Total Land Improvements	4,420,517	0	4,420,517	0
Total Structure and Land	30,174,757	0	30,174,757	0
r. General Requirements	1,799,509	0	1,799,509	0
s. Builder's Overhead	643,001	0	643,001	0
(2.1% Contract)				
t. Builder's Profit	1,286,002	0	1,286,002	0
(4.3% Contract)				
u. Bonds	0	0	0	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1:	0	0	0	0
z. Other 2:	0	0	0	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$33,903,269	\$0	\$33,903,269	\$0

Construction cost per unit:**\$335,675.93****MAXIMUM COMBINED GR, OVERHEAD & PROFIT =****\$4,224,466****ACTUAL COMBINED GR, OVERHEAD & PROFIT =****\$3,728,512**

O. PROJECT BUDGET - OWNER COSTS

		To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.			
MUST USE WHOLE NUMBERS ONLY!	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"
2. Owner Costs					
a.	Building Permit	56,560	0	56,560	0
b.	Architecture/Engineering Design Fee \$29,809 /Unit)	3,010,688	0	3,010,688	0
c.	Architecture Supervision Fee \$5,662 /Unit)	571,862	0	571,862	0
d.	Tap Fees	0	0	0	0
e.	Environmental	19,250	0	19,250	0
f.	Soil Borings	94,245	0	94,245	0
g.	Green Building (Earthcraft, LEED, etc.)	60,000	0	60,000	0
h.	Appraisal	18,000	0	18,000	0
i.	Market Study	12,000	0	12,000	0
j.	Site Engineering / Survey	48,410	0	48,410	0
k.	Construction/Development Mgt	0	0	0	0
l.	Structural/Mechanical Study	0	0	0	0
m.	Construction Loan Origination Fee	354,975	0	17,749	0
n.	Construction Interest (6.2% for 0 months)	2,232,297	0	1,093,172	0
o.	Taxes During Construction	125,846	0	61,628	0
p.	Insurance During Construction	64,281	0	31,478	0
q.	Permanent Loan Fee (0.0%)	0			
r.	Other Permanent Loan Fees	0			
s.	Letter of Credit	9,982	0	4,888	0
t.	Cost Certification Fee	0	0		0
u.	Accounting	80,000	0	80,000	0
v.	Title and Recording	150,000	0	100,000	0
w.	Legal Fees for Closing	370,000	0	370,000	0
x.	Mortgage Banker	252,262	0	0	0
y.	Tax Credit Fee	139,685			
z.	Tenant Relocation	0			
aa.	Fixtures, Furnitures and Equipment	90,000	0	50,000	0
ab.	Organization Costs	0			
ac.	Operating Reserve	688,023	Warning: Oper. Reserve should be greater than 6 mon Reserves and 6 mon Debt Service		
ad.	Soft Costs Contingency				
ae.	Security	54,000	0	54,000	0
af.	Utilities	121,200	0	121,200	0
ag.	Supportive Service Reserves	0			

O. PROJECT BUDGET - OWNER COSTS

(1) Other*	specify: GC LOC	175,780	0	175,780	0
(2) Other*	specify: Owner's Hard Cost Conting	1,695,163	0	1,695,163	0
(3) Other*	specify: Builder's Risk Insurance and	787,800	0	787,800	0
(4) Other*	specify: Marketing, Section 3/MWB	349,600	0	289,600	0
(5) Other *	specify: Zoning & Other Municipal F	182,105	0	162,105	0
(6) Other*	specify: Bridge Loan Fees and Prede	266,292	0	255,600	0
(7) Other*	specify: VH Out of Balance Fee and	350,554	0	20,525	0
(8) Other*	specify: Real Estate Tax and Insuran	112,615	0	0	0
(9) Other*	specify: Replacement Reserve	30,300	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$12,573,775	\$0	\$9,261,703	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$46,477,044	\$0	\$43,164,972	\$0
3. Developer's Fees		4,171,413	0	4,171,413	0
4. Owner's Acquisition Costs					
Land		290,620			
Existing Improvements		0	0		
Subtotal 4:		\$290,620	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$50,939,077	\$0	\$47,336,385	\$0

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$4,588,554

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

\$344 **Meets Limits**
\$344

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

\$501,470 **Proposed Cost per Unit exceeds limit**
\$331,194

Investor requirement is for 4 months of operating expenses (reserves) and 4 months of debt service

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	50,939,077	0	47,336,385	0
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	47,336,385	0
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			14,200,916	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			61,537,301	0
5. Applicable Fraction		80.19802%	80.19802%	80.19802%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	49,351,697	0
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$0	\$1,974,068	\$0
(Must be same as BIN total and equal to or less than credit amount allowed)			\$1,974,068 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.	VH TEB - Long Term	07/01/25		\$22,726,154	
2.	VH TEB - Short Term	07/01/25		\$2,993,846	
3.	NRHA CNI Funds + NRHA PHA Revit/Transformation Fur			\$17,306,999	Steve Morales (NRHA)
Total Construction Funding:				\$43,026,999	

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
				<i>(Whole Numbers only)</i>				
1.	VH First Mortgage	7/1/2025		\$11,772,000	\$795,250	6.18%	40	40
2.	VH REACH	7/1/2025		\$7,954,154	\$395,959	3.95%	40	40
3.	VH Match	7/1/2025		\$3,000,000	\$149,340	3.95%	40	40
4.	DHCD VHTF		4/26/2024	\$1,400,000	\$14,000	1.00%	10000	40
5.	DHCD HIEE		4/26/2024	\$2,000,000		0.00%	40	40
6.	NRHA CNI Funds (2018 Aw	9/17/2018	5/13/2019	\$750,000		0.00%	0	40
7.	NRHA CNI Funds (2023 Su	1/6/2023	4/15/2023	\$1,827,769		0.00%	0	40
8.	NRHA CNI Funds (2024 Supplemental)			\$2,219,230		0.00%	0	40
9.	NRHA PHA Revit/Transformation Funds			\$1,950,000		0.00%	0	40
10.								
Total Permanent Funding:				\$32,873,152	\$1,354,549			

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

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

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

	Source of Funds	Date of Commitment	Amount of Funds
1.	DHCD VHTF	4/26/2024	\$1,400,000
2.	DHCD HIEE	4/26/2024	\$2,000,000
3.	NRHA CNI Funds		\$4,796,999
4.	NRHA PHA Revit/Transformation Funds		\$1,950,000
5.	City of Norfolk Infrastructure Contribution		
Total Subsidized Funding			\$10,146,999

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$25,720,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$7,954,154
g.	HOME Funds	
h.	Choice Neighborhood	\$4,796,999
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$1,400,000
k.	Other:	\$2,000,000
	Virginia Housing HIEE	
l.	Other:	\$1,950,000
	NRHA PHA Revit/ Transformation	

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

54.00%

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

FALSE

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

8. Other Subsidies

Action: Provide documentation (Tab Q)

a. FALSE

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

b. TRUE

New project based subsidy from HUD or Rural Development or any other binding federal project based subsidy

46

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)

Amount of State HOTC	\$0	x Equity \$	\$0.000	=	\$0
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c. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$1,666,963	(Note: Deferred Developer Fee cannot be negative.)
iv. 45L Credit Equity	\$409,009	
v. Other:	\$0	

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

Equity Total \$2,075,972

2. Equity Gap Calculation

a. Total Development Cost		\$50,939,077
b. Total of Permanent Funding, Grants and Equity	-	\$34,949,124
c. Equity Gap		\$15,989,953
d. Developer Equity	-	\$1,598
e. Equity gap to be funded with low-income tax credit proceeds		\$15,988,355

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	U.S. Bancorp Community Development Corporation		
Contact Person:	Tori O' Brien	Phone:	781-424-4328
Street Address:	1 Federal Street		
City:	Boston	State:	Massachusetts
		Zip:	02110

b. Syndication Equity

i. Anticipated Annual Credits	\$1,974,068.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.810
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,973,871
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$15,988,355

c. Syndication:	Private
d. Investors:	Corporate

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

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$15,988,355

5. Net Equity Factor

Must be equal to or greater than 85%, unless the applicant has an approved waiver 81.0000161869%

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			\$50,939,077
2. Less Total of Permanent Funding, Grants and Equity	-		\$34,949,124
3. Equals Equity Gap			\$15,989,953
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			81.0000161869%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$19,740,678
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,974,068
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,974,068
8. Requested Credit Amount		For 30% PV Credit:	\$1,974,068
		For 70% PV Credit:	\$0
Credit per LI Units	\$24,371.2099	Combined 30% & 70% PV Credit Requested	
Credit per LI Bedroom	\$10,071.7755		
			\$1,974,068

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	\$159,210
Plus Other Income Source (list): <u>Other Residential Income</u>	\$1,215
Equals Total Monthly Income:	\$160,425
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,925,100
Less Vacancy Allowance <u>5.0%</u>	\$96,255
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$1,828,845

Warning: Documentation must be submitted to support vacancy rate of less than 7%.**2. Indicate the estimated monthly income for the Market Rate Units (based on Unit Details tab):**

Total Monthly Income for Market Rate Units:	\$38,162
Plus Other Income Source (list): <u>Other Residential Income</u>	\$300
Equals Total Monthly Income:	\$38,462
Twelve Months	x12
Equals Annual Gross Potential Income	\$461,544
Less Vacancy Allowance <u>5.0%</u>	\$23,077
Equals Annual Effective Gross Income (EGI) - Market Rate Units	\$438,467

Warning: Documentation must be submitted to support vacancy rate of less than 7%.**Action:** Provide documentation in support of Operating Budget (**TAB R**)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$1,828,845
b. Annual EGI Market Units	\$438,467
c. Total Effective Gross Income	\$2,267,312
d. Total Expenses	\$709,520
e. Net Operating Income	\$1,557,792
f. Total Annual Debt Service	\$1,354,549
g. Cash Flow Available for Distribution	\$203,243



REAL PROPERTY RESEARCH GROUP

ATLANTA ■ WASHINGTON/BALTIMORE ■ JACKSONVILLE

Market Feasibility Analysis

Tidewater Gardens Phase B2 Apartments

Norfolk, Virginia

Prepared for:

Brinshore Development, LLC

Site Inspection: June 17, 2025

Effective Date: June 18, 2025



3. Age of Communities

The multifamily communities surveyed have an average year built of 2002 (Table 24). The Upper Tier rental communities have an average year built of 2009, while the Lower Tier market rate communities are older with an average year built of 1998. Eight Lower Tier properties have undergone significant renovations from 2007 to 2020. LIHTC communities were placed in service between 1970 and 2024 and averaging 2006; three tax credit communities have undergone rehab from 2000 to 2009. The newest LIHTC communities just finished construction in 2024 and have stabilized.

4. Structure Type

Market area communities offer a variety of structure types. Mid-rise or high-rise buildings are the most common in the market area with 24 properties having this structure type. Generally, these communities are located in the Downtown or Ghent districts of Norfolk. Fifteen communities are adaptive reuse structures, also typically in the Downtown or Ghent areas. Lower density structures including garden, townhome, and duplex structures are more common in outer suburban portions of the market area. The newest market area communities are either mid-rise or adaptive reuse communities. Among the LIHTC communities, six have garden buildings; three have mid-rise structures with elevators; one has a mix of garden, mid-rise, and townhome units; and one has a mix of garden and townhome units.

5. Size of Communities

The rental communities surveyed combine for 7,035 market rate and affordable units, with an overall average size of 130 units per community. The Upper Tier market rate rental communities are slightly larger, averaging 153 units compared to the Lower Tier market rate rental communities averaging 126 units per community. The LIHTC communities average 114 units with a range of 11 to 260 non-subsidized units.

6. Vacancy Rates

The market area multifamily rental stock is performing well with 65 vacancies reported among 54 surveyed communities totaling 7,035 units for an aggregate vacancy rate of 1.3 percent. Nine of the 11 LIHTC communities reported full occupancy with most communities immediately processing leases for vacant units from an extensive wait list.

7. Rent Concessions

Among the 54 rental communities surveyed, three market rate rental properties are advertising leasing concessions ranging from reduced rents at Pembroke towers to one month free at Gravity on 400. None of the LIHTC communities are offering any leasing concessions.

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	2,267,312	2,312,658	2,358,911	2,406,089	2,454,211
Less Oper. Expenses	709,520	730,806	752,730	775,312	798,571
Net Income	1,557,792	1,581,852	1,606,181	1,630,778	1,655,640
Less Debt Service	1,354,549	1,354,549	1,354,549	1,354,549	1,354,549
Cash Flow	203,243	227,303	251,632	276,229	301,091
Debt Coverage Ratio	1.15	1.17	1.19	1.20	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	2,503,295	2,553,361	2,604,429	2,656,517	2,709,647
Less Oper. Expenses	822,528	847,204	872,620	898,799	925,763
Net Income	1,680,767	1,706,157	1,731,808	1,757,718	1,783,885
Less Debt Service	1,354,549	1,354,549	1,354,549	1,354,549	1,354,549
Cash Flow	326,218	351,608	377,259	403,169	429,336
Debt Coverage Ratio	1.24	1.26	1.28	1.30	1.32

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	2,763,840	2,819,117	2,875,500	2,933,010	2,991,670
Less Oper. Expenses	953,536	982,142	1,011,606	1,041,954	1,073,213
Net Income	1,810,305	1,836,976	1,863,894	1,891,056	1,918,457
Less Debt Service	1,354,549	1,354,549	1,354,549	1,354,549	1,354,549
Cash Flow	455,756	482,427	509,345	536,507	563,908
Debt Coverage Ratio	1.34	1.36	1.38	1.40	1.42

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: 17

Total Qualified Basis should equal total on Elig Basis Tab

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		6	3	1145 Mariner Street		Norfolk	VA	23510				\$0	\$3,655,681	06/15/27	4.00%	\$146,227				\$0
2.		8	1	1175 Mariner Street		Norfolk	VA	23510				\$0	\$4,874,242	06/15/27	4.00%	\$194,970				\$0
3.		5	2	1101 Mariner Street		Norfolk	VA	23510				\$0	\$3,046,401	06/15/27	4.00%	\$121,856				\$0
4.		5	1	1125 Mariner Street		Norfolk	VA	23510				\$0	\$3,046,401	06/15/27	4.00%	\$121,856				\$0
5.		4	0	1100 Holt Street		Norfolk	VA	23510				\$0	\$2,437,121	06/15/27	4.00%	\$97,485				\$0
6.		2	1	1165 Mariner Street		Norfolk	VA	23510				\$0	\$1,218,560	06/15/27	4.00%	\$48,742				\$0
7.		2	1	1150 Holt Street		Norfolk	VA	23510				\$0	\$1,218,560	06/15/27	4.00%	\$48,742				\$0
8.		2	1	360 Resilience Street		Norfolk	VA	23510				\$0	\$1,218,560	06/15/27	4.00%	\$48,742				\$0
9.		13	2	1085 Freemason Street		Norfolk	VA	23510				\$0	\$7,920,643	06/15/27	4.00%	\$316,826				\$0
10.		9	3	1001 Freemason Street		Norfolk	VA	23510				\$0	\$5,483,522	06/15/27	4.00%	\$219,341				\$0
11.		7	2	1080 Mariner Street		Norfolk	VA	23510				\$0	\$4,264,961	06/15/27	4.00%	\$170,598				\$0
12.		3	0	455 Resilience Street		Norfolk	VA	23510				\$0	\$1,827,841	06/15/27	4.00%	\$73,114				\$0
13.		2	1	440 Reilly Street		Norfolk	VA	23510				\$0	\$1,218,560	06/15/27	4.00%	\$48,742				\$0
14.		3	1	450 Reilly Street		Norfolk	VA	23510				\$0	\$1,827,841	06/15/27	4.00%	\$73,114				\$0
15.		2	1	445 Resilience Street		Norfolk	VA	23510				\$0	\$1,218,560	06/15/27	4.00%	\$48,742				\$0
16.		4	0	1050 Mariner Street		Norfolk	VA	23510				\$0	\$2,437,121	06/15/27	4.00%	\$97,485				\$0
17.		4	0	1000 Mariner Street		Norfolk	VA	23510				\$0	\$2,437,121	06/15/27	4.00%	\$97,485				\$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
81		20 If development has more than 35 buildings, contact Virginia Housing.																		
Totals from all buildings									\$0				\$49,351,696				\$0			
												\$0				\$1,974,068				\$0

Number of BINS: 17

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

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: TWG Phase B2, LLC

By: 

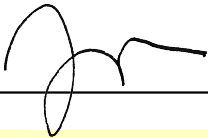
Its: President of a member of a managing member of a managing member of
a managing member of (Title)
TWG Phase B2, LLC

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:	Trisha Megan Girdwood
Virginia License#:	0401020152
Architecture Firm or Company:	LBBA Ltd.

By:	
Its:	Principal
	(Title)

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

Development Name:Norfolk TWG B2 Apartments at Kindred

Name of Applicant:TWG Phase B2, LLC

Principals' Name:TWG Phase B2 Manager, LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					Y/N
2.										
3.										
4.										
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34.										
35.										

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

W.

LIHTC SELF SCORE SHEET**Self Scoring Process**

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

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

MANDATORY ITEMS:

- 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. Universal Design Plans
- m. List of LIHTC Developments (Schedule A)

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

Total:

0.00**1. READINESS:**

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

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

Total:

15.00**2. HOUSING NEEDS CHARACTERISTICS:**

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

Y	0 or up to 5	2.72
N	0 or 20	0.00
19.92%	Up to 60	39.84
N	0 or 5	0.00
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

Total:

62.56

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			0.00
b. <removed for 2025>			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	0%	Up to 15	0.00
g. Developments with less than 100 low income units	Y	up to 20	7.60
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:			47.60

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$100,700	\$73,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	48.15%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	20.99%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.62%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.62%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.62%	Up to 50	0.00
Total:			60.00

5. SPONSOR CHARACTERISTICS:

a. Socially Disadvantaged Principal owner 25% or greater	N	0 or 30	0.00
b. Veteran Small Business Principal owner 25% or greater	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:			0.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	44.50
Total:			44.50

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	15 Years	40 or 70	0.00
or b. Nonprofit or LHA purchase option/ ROFR	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	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 Diversity, Equity and Inclusion Designation	Y	up to 10	7.00
g. Team member with Veteran Owned Small Business Certification	N	up to 10	0.00
h. Commitment to electronic payment of fees	Y	0 or 5	5.00
i. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			72.00

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

TOTAL SCORE: 301.66

Enhancements:

All units have:

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

0.00

All elderly units have:

p. Front-control ranges	1	0.00
q. Independent/suppl. heat source	1	0.00
r. Two eye viewers	1	0.00
s. Shelf or Ledge at entrance within interior hallway	2	0.00

0.00

Total amenities: 0.00

X. Development Summary

Summary Information

2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Norfolk TWG B2 Apartments at Kindred
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Cycle Type:	4% Tax Exempt Bonds Credits	Requested Credit Amount:	\$1,974,068
Allocation Type:	New Construction	Jurisdiction:	Norfolk City
Total Units	101	Population Target:	General
Total LI Units	81		
Project Gross Sq Ft:	147,432.80	Owner Contact:	Richard Sciortino
Green Certified?	TRUE		

Total Score
301.66

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$32,873,152	\$325,477	\$223	\$1,354,549
Grants	\$0	\$0		
Subsidized Funding	\$10,146,999	\$100,465		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$30,174,757	\$298,760	\$205	59.24%
General Req/Overhead/Profit	\$3,728,512	\$36,916	\$25	7.32%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$12,573,775	\$124,493	\$85	24.68%
Acquisition	\$290,620	\$2,877	\$2	0.57%
Developer Fee	\$4,171,413	\$41,301	\$28	8.19%
Total Uses	\$50,939,077	\$504,347		

Income		
Gross Potential Income - LI Units	\$1,925,100	
Gross Potential Income - Mkt Units	\$461,544	
Subtotal	\$2,386,644	
Less Vacancy %	5.00%	\$119,332
Effective Gross Income	\$2,267,312	

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$229,425	\$2,272
Utilities	\$45,955	\$455
Operating & Maintenance	\$142,650	\$1,412
Taxes & Insurance	\$261,190	\$2,586
Total Operating Expenses	\$679,220	\$6,725
Replacement Reserves	\$30,300	\$300
Total Expenses	\$709,520	\$7,025

Cash Flow	
EGI	\$2,267,312
Total Expenses	\$709,520
Net Income	\$1,557,792
Debt Service	\$1,354,549
Debt Coverage Ratio (YR1):	1.15

Total Development Costs	
Total Improvements	\$46,477,044
Land Acquisition	\$290,620
Developer Fee	\$4,171,413
Total Development Costs	\$50,939,077

Proposed Cost Limit/Sq Ft:	\$344
Applicable Cost Limit/Sq Ft:	\$344
Proposed Cost Limit/Unit:	\$501,470
Applicable Cost Limit/Unit:	\$331,194

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	27
# of 2BR	31
# of 3BR	32
# of 4+ BR	11
Total Units	101

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	17	17
50% AMI	24	24
60% AMI	15	15
>60% AMI	25	25
Market	20	20

Income Averaging? TRUE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points (updated in 2025):

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

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 100. In this example, $(40\%/60\%) \times 100$ 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	\$1,974,068
Credit Requested	\$1,974,068
% of Savings	0.00%
Sliding Scale Points	44.5

Development Name:Norfolk TWG B2 Apartments at Kindred

Name of Applicant:TWG Phase B2, LLC

Principals' Name:Brinshore TL, LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
2.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303) 339-9200	Y	103	103	8/23/2022	9/11/2023	N
3.	Western Heights	Knoxville, TN	KTW Phase 1, LLC	(847) 927-9400	N	232	232			
4.	Highlander IV	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
5.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
6.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
7.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
8.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
9.	Kennedy Square East	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
10.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
11.	Block 17 and 18 (Unity Place)	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
12.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Crescendo	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
15.	SP Crossing	Commerce City, CO	72 Colorado, LLC	(847) 927-9400	Y	60	60			
16.	Kennedy Square West	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	39	27			
17.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC	(847) 927-9400	Y	92	78			
18.	Transforming Western Phase 1	Knoxville, TN	Western Heights 1 LP	(847) 927-9400	Y	76	61			
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* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Brinshore Development, L.L.C. (Page 1)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Westhaven Park IIC	Chicago, IL	WHP-IIC, LLC	(847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
2.	Hopkins Place	Milwaukee, WI	Hopkins Place, A Wisconsin Limited Partnership	(847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
3.	Crystal View	Urbana, IL	Crystal View Townhomes, LP	(847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
4.	Savoy Square	Chicago, IL	Legends South A-2, LLC	(847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
5.	Heart and Hope Place	Milwaukee, WI	Heart and Hope Place Apartments, LLC	(847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
6.	Franklin Square	Milwaukee, WI	Franklin Square Apartments, LLC	(847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
7.	Hairpin Lofts	Chicago, IL	Hairpin Lofts, LLC	(847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
8.	Park Douglas	Chicago, IL	Ogden North, LLC	(847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
9.	Chatham Square	Lafayette, IN	Brinlaf, LP	(847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
10.	Bluff Apartments	Fort Madison, IA	Bluff Apartments of Fort Madison, LP	(847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
11.	' Park Apartments Redevelopment 2011	Chicago, IL	ParkR, LLC	(847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
12.	Century City	Milwaukee, WI	Century City Lofts, LLC	(847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
13.	Lindsay NSP	Milwaukee, WI	Lindsay NSP, LLC	(847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
14.	Ashland Place	Canton, IL	Ashland Place, LP	(847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
15.	Emerson Square	Evanston, IL	Emsq, LLC	(847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
16.	Buffett Place	Chicago, IL	BT-Diplomat, LLC	(847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
17.	New Village Park	Kalamazoo, MI	New Village Park Limited Dividend Housing Association, LP	(847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
18.	Dorchester Artist + Housing Collaborative	Chicago, IL	Dorchester Artist, LLC	(847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
19.	Gwendolyn Place	Chicago, IL	Legends-C3, LLC	(847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
20.	Plowfield Square	Lincoln, NE	Plowfield Square, LLC	(847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
21.	Fox Prairie	Aurora, IL	Boreas, LLC	(847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
22.	Milwaukee Prosperity	Milwaukee, WI	Milwaukee Prosperity, LLC	(847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
23.	City Gardens	Chicago, IL	Maple Jack, LLC	(847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
24.	Park Place	Chicago, IL	PP Family, LLC	(847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
25.	Clybourn 1200	Chicago, IL	CLYDIV, LLC	(847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
26.	Phil B Curls Manor	Kansas City, MO	CHSB Apartments, LP	(847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N
27.	Highlander Phase I	Omaha, NE	Highlander Phase I, LLC	(847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
28.	Pendleton Flats	Kansas City, MO	Pendleton Flats KC, LLC	(847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
29.	Highland Green	Urbana, IL	Highland Green, LLC	(847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
30.	Villages of Westhaven	Chicago, IL	WHP Village, LLC	(847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
31.	Brewster-Hosmer RAD Conversion	Freeport, IL	Freeport RAD I, LLC	(847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
32.	McCrory Senior Apartments	Chicago, IL	McCrory Senior Apartments, LLC	(847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
33.	Thresholds RAD 2	Chicago, IL	Thresholds RAD, LLC	(847) 562-9400	Y	146	146	12/27/2017	7/20/2020	N
34.	KLEO Art Residences	Chicago, IL	Brin Life Center, LLC	(847) 562-9400	Y	58	49	7/18/2019	7/24/2020	N
35.	Heather Gardens	Kalamazoo, MI	Heather Gardens Limited Dividend Housing Association, LP	(847) 562-9400	Y	79	63	4/24/2018	9/13/2019	N

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

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Brinshore Development, L.L.C. (Page 2)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Pendleton Arts Block	Kansas City, MO	Pendleton Artsblock, LLC	(847)562-9400	Y	38	24	10/31/2019	10/31/2019	N
2.	Quinlan Row	Kansas City, MO	Century TH, LLC	(847)562-9400	Y	22	15	9/30/2019	10/26/2021	N
3.	Quinlan Place	Kansas City, MO	Century Apts, LLC		Y	57	39	4/30/2020	2/9/2022	N
4.	4400 Grove	Chicago, IL	45th/Cottage, LLC	(847)562-9400	Y	84	59	3/19/2020	4/16/2021	N
5.	Sheridan Station	Denver, CO	Sheridan Station Apartments, LLC	(847)562-9400	Y	133	133	1/19/2021	1/19/2021	N
6.	Frederick Ball	Quincy, IL	Quincy Ball, LLC	(847)562-9400	Y	65	52	12/31/2021	8/30/2022	N
7.	Nobility Point	Omaha, NE	Highlander Phase III, LLC	(847)562-9400	Y	60	48	2/11/2021	12/20/2021	N
8.	Bloomington RAD I	Bloomington, IN	Bloomington Housing Authority	(812)339-3491	N	116	116	2/25/2022	12/20/2022	N
9.	Villard Commons	Milwaukee, WI	Villard Commons, LLC	(847)-562-9400	Y	43	36	1/21/2021	3/21/2022	N
10.	The Haven at Market Place	Champaign, IL	Prospect Senior, L.P.	(847)562-9400	Y	122	122	11/13/2020	2/2/2022	N
11.	Spring Flats Senior (The Appleton)	Washington D.C.	Spring Falts Senior 9, LLC	301-493-6000	N	88	88	12/1/2021	10/6/2023	N
12.	Starpoint	Flagstaff, AZ	Fort Valley Flagstaff, LLC	(847) 562-9400	Y	77	68	1/27/2023	12/8/2023	N
13.	Spring Flats Family (The Robeson)	Washington, D.C.	Spring Flats Family, LLC	301-493-6000	N	87	87	5/15/2022	9/7/2023	N
14.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303)339-9200	N	103	103	8/23/2022	9/11/2023	N
15.	Al Thomas	Gary, IN	BrinGHA, LLC	(847) 927-9400	N	170	170	7/28/2023	1/3/2024	N
16.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
17.	The Aster 9% (255 State)	Salt Lake City, UT	255 State, LLC	(847) 927-9400	Y	72	50			
18.	The Aster 4% (255 State)	Salt Lake City, UT	255 State 4, LLC	(847) 927-9400	Y	118	118	12/20/2022	1/6/2025	N
19.	Maldonado Paseo Boricua Arts Bldg	Chicago, IL	Paseo Boricua Arts, LLC	(847) 927-9400	Y	24	24	12/30/2022	9/11/2023	N
20.	South Terrace	Waco, TX	South Terrace Waco,LP	(254) 752-0324	N	250	250			
21.	Bloomington RAD II	Bloomington, IN	Bloomington RAD II,LP	(812) 339-3491	N	204	204			
22.	Stephen's Commons (835 W Wilson)	Chicago, IL	835 W LLC	(847) 927-9400	Y	73	73			
23.	The Overlook	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
24.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
25.	Chicago Lighthouse Residence	Chicago, IL	Chicago Lighthouse Residences 9, LLC	(847) 927-9400	Y	31	31			
26.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
27.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
28.	The Haven at Palmer Pointe	Columbia, SC	Palmer Pointe, LLC	(803) 254-3886	N	150	150			
29.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
30.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
31.	Kennedy Square East (Malcolm's Place)	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
32.	Spark!	Salt Lake City, UT	1500 Temple 4, LLC	(847) 927-9400	Y	200	200			
33.	Sarah's Circle on Lakeside	Chicago, IL	Sarah's on Lakeside, LLC	(773) 728-1014	N	28	28			
34.	Westhaven Park IID	Chicago, IL	WHP-IID, LLC	(847) 927-9400	Y	96	63			
35.	Western Heights (Knoxville Rehab)	Knoxville, TN	KTW Phase 1, LLC		N	232	232			

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

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Brinshore Development, L.L.C. (Page 3)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Century Heights	Beaumont, TX	BHA CH, LLC		N	200	102			
2.	Trinity Grove	Beaumont, TX	BHA Trinity Grove, LLC		N	192	98			
3.	Bluestem	Houston, TX	Bluestem Limited, LLC	(847) 927-9400	Y	180	108			
4.	First Met	Houston, TX	First Met Apts., LP	(847) 927-9400	Y	161	97			
5.	Lockwood South	Houston, TX	Lockwood South Apts., LP	(847) 927-9400	Y	80	80			
6.	Connect South	Houston, TX	Connect South Apts., LP	(847) 927-9400	Y	77	70			
7.	Boston Square Together 9%	Grand Rapids, MI	BSQ Together I LDHA, LLC	(847) 927-9400	Y	57	45			
8.	Boston Square Together 4%	Grand Rapids, MI	BSQ Together II LDHA, LLC	(847) 927-9400	Y	45	36			
9.	Block 17 and 18	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
10.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
11.	SP Crossing	Commerce City, CO	72 Colorado, LLC		N	60	60			
12.	Huddle on Fifth	West Sacramento, CA	5 Sacramento, LP	(847) 927-9400	Y	18	18			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Oak and Larabee	Chicago, IL	Oak-Larabee, LLC	(847) 927-9400	Y	78	78			
15.	Honey Creek Village	Terre Haute, IN	Honey Creek Village, LP	(812)232-1381	N	149	149			
16.	Kohr Community Flats	Bloomington, IN	Kohr BHA, LP	(812)339-3491	N	37	37			
17.	Hawthorne Park	Kalamazoo, MI	Hawthorne Park LDHA, LP	(847) 927-9400	Y	36	36			
18.	Kennedy Square West (MLK Place)	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	38	27			
19.	Crescendo - UNI	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
20.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC		N	92	78			
21.	Manson Place Scholar House	Houston, TX	Manson Place Apts, LP		N	76	74			
22.	Phoenix Scholar House	Phoenix, AZ	Phoenix Scholar House I, LLC	(847) 927-9400	Y	56	56			
23.	Silverada	Reno, NV	Silverada, LLC		N	150	150			
24.	Knoxville CNI Phase 1	Knoxville, TN	Western Heights 1 LP		N	76	61			
25.	Southside Terrace Phase 2	Omaha, NE	SST Phase 2 LIHTC, LLC	(847) 927-9400	Y	115	76			
26.	Hawk View	Reno, NV	Hawk View, LLC		N	199	199			
27.	Legends South A3	Chicago, IL	Legends A-3, LLC	(847) 927-9400	Y	52	42			
28.	Knoxville CNI Phase 2	Knoxville, TN	Western Heights 2 LP		N	52	52			
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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: RJS Real Estate Services, Inc. (Page 1)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Westhaven Park IIC	Chicago, IL	WHP-IIC, LLC	(847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
2.	Hopkins Place	Milwaukee, WI	Hopkins Place, A Wisconsin Limited Partnership	(847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
3.	Crystal View	Urbana, IL	Crystal View Townhomes, LP	(847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
4.	Savoy Square	Chicago, IL	Legends South A-2, LLC	(847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
5.	Heart and Hope Place	Milwaukee, WI	Heart and Hope Place Apartments, LLC	(847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
6.	Franklin Square	Milwaukee, WI	Franklin Square Apartments, LLC	(847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
7.	Hairpin Lofts	Chicago, IL	Hairpin Lofts, LLC	(847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
8.	Park Douglas	Chicago, IL	Ogden North, LLC	(847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
9.	Chatham Square	Lafayette, IN	Brinlaf, LP	(847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
10.	Bluff Apartments	Fort Madison, IA	Bluff Apartments of Fort Madison, LP	(847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
11.	' Park Apartments Redevelopment 2011	Chicago, IL	ParkR, LLC	(847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
12.	Century City	Milwaukee, WI	Century City Lofts, LLC	(847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
13.	Lindsay NSP	Milwaukee, WI	Lindsay NSP, LLC	(847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
14.	Ashland Place	Canton, IL	Ashland Place, LP	(847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
15.	Emerson Square	Evanston, IL	Emsq, LLC	(847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
16.	Buffett Place	Chicago, IL	BT-Diplomat, LLC	(847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
17.	New Village Park	Kalamazoo, MI	New Village Park Limited Dividend Housing Association, LP	(847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
18.	Dorchester Artist + Housing Collaborative	Chicago, IL	Dorchester Artist, LLC	(847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
19.	Gwendolyn Place	Chicago, IL	Legends-C3, LLC	(847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
20.	Plowfield Square	Lincoln, NE	Plowfield Square, LLC	(847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
21.	Fox Prairie	Aurora, IL	Boreas, LLC	(847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
22.	Milwaukee Prosperity	Milwaukee, WI	Milwaukee Prosperity, LLC	(847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
23.	City Gardens	Chicago, IL	Maple Jack, LLC	(847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
24.	Park Place	Chicago, IL	PP Family, LLC	(847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
25.	Clybourn 1200	Chicago, IL	CLYDIV, LLC	(847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
26.	Phil B Curls Manor	Kansas City, MO	CHSB Apartments, LP	(847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N
27.	Highlander Phase I	Omaha, NE	Highlander Phase I, LLC	(847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
28.	Pendleton Flats	Kansas City, MO	Pendleton Flats KC, LLC	(847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
29.	Highland Green	Urbana, IL	Highland Green, LLC	(847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
30.	Villages of Westhaven	Chicago, IL	WHP Village, LLC	(847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
31.	Brewster-Hosmer RAD Conversion	Freeport, IL	Freeport RAD I, LLC	(847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
32.	McCrory Senior Apartments	Chicago, IL	McCrory Senior Apartments, LLC	(847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
33.	Thresholds RAD 2	Chicago, IL	Thresholds RAD, LLC	(847) 562-9400	Y	146	146	12/27/2017	7/20/2020	N
34.	KLEO Art Residences	Chicago, IL	Brin Life Center, LLC	(847) 562-9400	Y	58	49	7/18/2019	7/24/2020	N
35.	Heather Gardens	Kalamazoo, MI	Heather Gardens Limited Dividend Housing Association, LP	(847) 562-9400	Y	79	63	4/24/2018	9/13/2019	N

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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: RJS Real Estate Services, Inc. (Page 2)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Pendleton Arts Block	Kansas City, MO	Pendleton Artsblock, LLC	(847)562-9400	Y	38	24	10/31/2019	10/31/2019	N
2.	Quinlan Row	Kansas City, MO	Century TH, LLC	(847)562-9400	Y	22	15	9/30/2019	10/26/2021	N
3.	Quinlan Place	Kansas City, MO	Century Apts, LLC		Y	57	39	4/30/2020	2/9/2022	N
4.	4400 Grove	Chicago, IL	45th/Cottage, LLC	(847)562-9400	Y	84	59	3/19/2020	4/16/2021	N
5.	Sheridan Station	Denver, CO	Sheridan Station Apartments, LLC	(847)562-9400	Y	133	133	1/19/2021	1/19/2021	N
6.	Frederick Ball	Quincy, IL	Quincy Ball, LLC	(847)562-9400	Y	65	52	12/31/2021	8/30/2022	N
7.	Nobility Point	Omaha, NE	Highlander Phase III, LLC	(847)562-9400	Y	60	48	2/11/2021	12/20/2021	N
8.	Bloomington RAD I	Bloomington, IN	Bloomington Housing Authority	(812)339-3491	N	116	116	2/25/2022	12/20/2022	N
9.	Villard Commons	Milwaukee, WI	Villard Commons, LLC	(847)-562-9400	Y	43	36	1/21/2021	3/21/2022	N
10.	The Haven at Market Place	Champaign, IL	Prospect Senior, L.P.	(847)562-9400	Y	122	122	11/13/2020	2/2/2022	N
11.	Spring Flats Senior (The Appleton)	Washington D.C.	Spring Falts Senior 9, LLC	301-493-6000	N	88	88	12/1/2021	10/6/2023	N
12.	Starpoint	Flagstaff, AZ	Fort Valley Flagstaff, LLC	(847) 562-9400	Y	77	68	1/27/2023	12/8/2023	N
13.	Spring Flats Family (The Robeson)	Washington, D.C.	Spring Flats Family, LLC	301-493-6000	N	87	87	5/15/2022	9/7/2023	N
14.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303)339-9200	N	103	103	8/23/2022	9/11/2023	N
15.	Al Thomas	Gary, IN	BrinGHA, LLC	(847) 927-9400	N	170	170	7/28/2023	1/3/2024	N
16.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
17.	The Aster 9% (255 State)	Salt Lake City, UT	255 State, LLC	(847) 927-9400	Y	72	50			
18.	The Aster 4% (255 State)	Salt Lake City, UT	255 State 4, LLC	(847) 927-9400	Y	118	118	12/20/2022	1/6/2025	N
19.	Maldonado Paseo Boricua Arts Bldg	Chicago, IL	Paseo Boricua Arts, LLC	(847) 927-9400	Y	24	24	12/30/2022	9/11/2023	N
20.	South Terrace	Waco, TX	South Terrace Waco,LP	(254) 752-0324	N	250	250			
21.	Bloomington RAD II	Bloomington, IN	Bloomington RAD II,LP	(812) 339-3491	N	204	204			
22.	Stephen's Commons (835 W Wilson)	Chicago, IL	835 W LLC	(847) 927-9400	Y	73	73			
23.	The Overlook	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
24.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
25.	Chicago Lighthouse Residence	Chicago, IL	Chicago Lighthouse Residences 9, LLC	(847) 927-9400	Y	31	31			
26.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
27.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
28.	The Haven at Palmer Pointe	Columbia, SC	Palmer Pointe, LLC	(803) 254-3886	N	150	150			
29.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
30.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
31.	Kennedy Square East (Malcolm's Place)	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
32.	Spark!	Salt Lake City, UT	1500 Temple 4, LLC	(847) 927-9400	Y	200	200			
33.	Sarah's Circle on Lakeside	Chicago, IL	Sarah's on Lakeside, LLC	(773) 728-1014	N	28	28			
34.	Westhaven Park IID	Chicago, IL	WHP-IID, LLC	(847) 927-9400	Y	96	63			
35.	Western Heights (Knoxville Rehab)	Knoxville, TN	KTW Phase 1, LLC		N	232	232			

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

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: RJS Real Estate Services, Inc. (Page 3)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Century Heights	Beaumont, TX	BHA CH, LLC		N	200	102			
2.	Trinity Grove	Beaumont, TX	BHA Trinity Grove, LLC		N	192	98			
3.	Bluestem	Houston, TX	Bluestem Limited, LLC	(847) 927-9400	Y	180	108			
4.	First Met	Houston, TX	First Met Apts., LP	(847) 927-9400	Y	161	97			
5.	Lockwood South	Houston, TX	Lockwood South Apts., LP	(847) 927-9400	Y	80	80			
6.	Connect South	Houston, TX	Connect South Apts., LP	(847) 927-9400	Y	77	70			
7.	Boston Square Together 9%	Grand Rapids, MI	BSQ Together I LDHA, LLC	(847) 927-9400	Y	57	45			
8.	Boston Square Together 4%	Grand Rapids, MI	BSQ Together II LDHA, LLC	(847) 927-9400	Y	45	36			
9.	Block 17 and 18	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
10.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
11.	SP Crossing	Commerce City, CO	72 Colorado, LLC		N	60	60			
12.	Huddle on Fifth	West Sacramento, CA	5 Sacramento, LP	(847) 927-9400	Y	18	18			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Oak and Larabee	Chicago, IL	Oak-Larabee, LLC	(847) 927-9400	Y	78	78			
15.	Honey Creek Village	Terre Haute, IN	Honey Creek Village, LP	(812)232-1381	N	149	149			
16.	Kohr Community Flats	Bloomington, IN	Kohr BHA, LP	(812)339-3491	N	37	37			
17.	Hawthorne Park	Kalamazoo, MI	Hawthorne Park LDHA, LP	(847) 927-9400	Y	36	36			
18.	Kennedy Square West (MLK Place)	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	38	27			
19.	Crescendo - UNI	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
20.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC		N	92	78			
21.	Manson Place Scholar House	Houston, TX	Manson Place Apts, LP		N	76	74			
22.	Phoenix Scholar House	Phoenix, AZ	Phoenix Scholar House I, LLC	(847) 927-9400	Y	56	56			
23.	Silverada	Reno, NV	Silverada, LLC		N	150	150			
24.	Knoxville CNI Phase 1	Knoxville, TN	Western Heights 1 LP		N	76	61			
25.	Southside Terrace Phase 2	Omaha, NE	SST Phase 2 LIHTC, LLC	(847) 927-9400	Y	115	76			
26.	Hawk View	Reno, NV	Hawk View, LLC		N	199	199			
27.	Legends South A3	Chicago, IL	Legends A-3, LLC	(847) 927-9400	Y	52	42			
28.	Knoxville CNI Phase 2	Knoxville, TN	Western Heights 2 LP		N	52	52			
29.										
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35.										

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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Richard Sciortino (Page 1)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Westhaven Park IIC	Chicago, IL	WHP-IIC, LLC	(847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
2.	Hopkins Place	Milwaukee, WI	Hopkins Place, A Wisconsin Limited Partnership	(847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
3.	Crystal View	Urbana, IL	Crystal View Townhomes, LP	(847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
4.	Savoy Square	Chicago, IL	Legends South A-2, LLC	(847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
5.	Heart and Hope Place	Milwaukee, WI	Heart and Hope Place Apartments, LLC	(847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
6.	Franklin Square	Milwaukee, WI	Franklin Square Apartments, LLC	(847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
7.	Hairpin Lofts	Chicago, IL	Hairpin Lofts, LLC	(847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
8.	Park Douglas	Chicago, IL	Ogden North, LLC	(847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
9.	Chatham Square	Lafayette, IN	Brinlaf, LP	(847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
10.	Bluff Apartments	Fort Madison, IA	Bluff Apartments of Fort Madison, LP	(847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
11.	' Park Apartments Redevelopment 2011	Chicago, IL	ParkR, LLC	(847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
12.	Century City	Milwaukee, WI	Century City Lofts, LLC	(847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
13.	Lindsay NSP	Milwaukee, WI	Lindsay NSP, LLC	(847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
14.	Ashland Place	Canton, IL	Ashland Place, LP	(847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
15.	Emerson Square	Evanston, IL	Emsq, LLC	(847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
16.	Buffett Place	Chicago, IL	BT-Diplomat, LLC	(847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
17.	New Village Park	Kalamazoo, MI	New Village Park Limited Dividend Housing Association, LP	(847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
18.	Dorchester Artist + Housing Collaborative	Chicago, IL	Dorchester Artist, LLC	(847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
19.	Gwendolyn Place	Chicago, IL	Legends-C3, LLC	(847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
20.	Plowfield Square	Lincoln, NE	Plowfield Square, LLC	(847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
21.	Fox Prairie	Aurora, IL	Boreas, LLC	(847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
22.	Milwaukee Prosperity	Milwaukee, WI	Milwaukee Prosperity, LLC	(847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
23.	City Gardens	Chicago, IL	Maple Jack, LLC	(847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
24.	Park Place	Chicago, IL	PP Family, LLC	(847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
25.	Clybourn 1200	Chicago, IL	CLYDIV, LLC	(847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
26.	Phil B Curls Manor	Kansas City, MO	CHSB Apartments, LP	(847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N
27.	Highlander Phase I	Omaha, NE	Highlander Phase I, LLC	(847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
28.	Pendleton Flats	Kansas City, MO	Pendleton Flats KC, LLC	(847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
29.	Highland Green	Urbana, IL	Highland Green, LLC	(847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
30.	Villages of Westhaven	Chicago, IL	WHP Village, LLC	(847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
31.	Brewster-Hosmer RAD Conversion	Freeport, IL	Freeport RAD I, LLC	(847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
32.	McCrorry Senior Apartments	Chicago, IL	McCrorry Senior Apartments, LLC	(847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
33.	Thresholds RAD 2	Chicago, IL	Thresholds RAD, LLC	(847) 562-9400	Y	146	146	12/27/2017	7/20/2020	N
34.	KLEO Art Residences	Chicago, IL	Brin Life Center, LLC	(847) 562-9400	Y	58	49	7/18/2019	7/24/2020	N
35.	Heather Gardens	Kalamazoo, MI	Heather Gardens Limited Dividend Housing Association, LP	(847) 562-9400	Y	79	63	4/24/2018	9/13/2019	N

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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Richard Sciortino (Page 2)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Pendleton Arts Block	Kansas City, MO	Pendleton Artsblock, LLC	(847)562-9400	Y	38	24	10/31/2019	10/31/2019	N
2.	Quinlan Row	Kansas City, MO	Century TH, LLC	(847)562-9400	Y	22	15	9/30/2019	10/26/2021	N
3.	Quinlan Place	Kansas City, MO	Century Apts, LLC		Y	57	39	4/30/2020	2/9/2022	N
4.	4400 Grove	Chicago, IL	45th/Cottage, LLC	(847)562-9400	Y	84	59	3/19/2020	4/16/2021	N
5.	Sheridan Station	Denver, CO	Sheridan Station Apartments, LLC	(847)562-9400	Y	133	133	1/19/2021	1/19/2021	N
6.	Frederick Ball	Quincy, IL	Quincy Ball, LLC	(847)562-9400	Y	65	52	12/31/2021	8/30/2022	N
7.	Nobility Point	Omaha, NE	Highlander Phase III, LLC	(847)562-9400	Y	60	48	2/11/2021	12/20/2021	N
8.	Bloomington RAD I	Bloomington, IN	Bloomington Housing Authority	(812)339-3491	N	116	116	2/25/2022	12/20/2022	N
9.	Villard Commons	Milwaukee, WI	Villard Commons, LLC	(847)-562-9400	Y	43	36	1/21/2021	3/21/2022	N
10.	The Haven at Market Place	Champaign, IL	Prospect Senior, L.P.	(847)562-9400	Y	122	122	11/13/2020	2/2/2022	N
11.	Spring Flats Senior (The Appleton)	Washington D.C.	Spring Falts Senior 9, LLC	301-493-6000	N	88	88	12/1/2021	10/6/2023	N
12.	Starpoint	Flagstaff, AZ	Fort Valley Flagstaff, LLC	(847) 562-9400	Y	77	68	1/27/2023	12/8/2023	N
13.	Spring Flats Family (The Robeson)	Washington, D.C.	Spring Flats Family, LLC	301-493-6000	N	87	87	5/15/2022	9/7/2023	N
14.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303)339-9200	N	103	103	8/23/2022	9/11/2023	N
15.	Al Thomas	Gary, IN	BrinGHA, LLC	(847) 927-9400	N	170	170	7/28/2023	1/3/2024	N
16.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
17.	The Aster 9% (255 State)	Salt Lake City, UT	255 State, LLC	(847) 927-9400	Y	72	50			
18.	The Aster 4% (255 State)	Salt Lake City, UT	255 State 4, LLC	(847) 927-9400	Y	118	118	12/20/2022	1/6/2025	N
19.	Maldonado Paseo Boricua Arts Bldg	Chicago, IL	Paseo Boricua Arts, LLC	(847) 927-9400	Y	24	24	12/30/2022	9/11/2023	N
20.	South Terrace	Waco, TX	South Terrace Waco,LP	(254) 752-0324	N	250	250			
21.	Bloomington RAD II	Bloomington, IN	Bloomington RAD II,LP	(812) 339-3491	N	204	204			
22.	Stephen's Commons (835 W Wilson)	Chicago, IL	835 W LLC	(847) 927-9400	Y	73	73			
23.	The Overlook	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
24.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
25.	Chicago Lighthouse Residence	Chicago, IL	Chicago Lighthouse Residences 9, LLC	(847) 927-9400	Y	31	31			
26.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
27.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
28.	The Haven at Palmer Pointe	Columbia, SC	Palmer Pointe, LLC	(803) 254-3886	N	150	150			
29.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
30.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
31.	Kennedy Square East (Malcolm's Place)	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
32.	Spark!	Salt Lake City, UT	1500 Temple 4, LLC	(847) 927-9400	Y	200	200			
33.	Sarah's Circle on Lakeside	Chicago, IL	Sarah's on Lakeside, LLC	(773) 728-1014	N	28	28			
34.	Westhaven Park IID	Chicago, IL	WHP-IID, LLC	(847) 927-9400	Y	96	63			
35.	Western Heights (Knoxville Rehab)	Knoxville, TN	KTW Phase 1, LLC		N	232	232			

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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Richard Sciortino (Page 3)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Century Heights	Beaumont, TX	BHA CH, LLC		N	200	102			
2.	Trinity Grove	Beaumont, TX	BHA Trinity Grove, LLC		N	192	98			
3.	Bluestem	Houston, TX	Bluestem Limited, LLC	(847) 927-9400	Y	180	108			
4.	First Met	Houston, TX	First Met Apts., LP	(847) 927-9400	Y	161	97			
5.	Lockwood South	Houston, TX	Lockwood South Apts., LP	(847) 927-9400	Y	80	80			
6.	Connect South	Houston, TX	Connect South Apts., LP	(847) 927-9400	Y	77	70			
7.	Boston Square Together 9%	Grand Rapids, MI	BSQ Together I LDHA, LLC	(847) 927-9400	Y	57	45			
8.	Boston Square Together 4%	Grand Rapids, MI	BSQ Together II LDHA, LLC	(847) 927-9400	Y	45	36			
9.	Block 17 and 18	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
10.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
11.	SP Crossing	Commerce City, CO	72 Colorado, LLC		N	60	60			
12.	Huddle on Fifth	West Sacramento, CA	5 Sacramento, LP	(847) 927-9400	Y	18	18			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Oak and Larabee	Chicago, IL	Oak-Larabee, LLC	(847) 927-9400	Y	78	78			
15.	Honey Creek Village	Terre Haute, IN	Honey Creek Village, LP	(812)232-1381	N	149	149			
16.	Kohr Community Flats	Bloomington, IN	Kohr BHA, LP	(812)339-3491	N	37	37			
17.	Hawthorne Park	Kalamazoo, MI	Hawthorne Park LDHA, LP	(847) 927-9400	Y	36	36			
18.	Kennedy Square West (MLK Place)	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	38	27			
19.	Crescendo - UNI	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
20.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC		N	92	78			
21.	Manson Place Scholar House	Houston, TX	Manson Place Apts, LP		N	76	74			
22.	Phoenix Scholar House	Phoenix, AZ	Phoenix Scholar House I, LLC	(847) 927-9400	Y	56	56			
23.	Silverada	Reno, NV	Silverada, LLC		N	150	150			
24.	Knoxville CNI Phase 1	Knoxville, TN	Western Heights 1 LP		N	76	61			
25.	Southside Terrace Phase 2	Omaha, NE	SST Phase 2 LIHTC, LLC	(847) 927-9400	Y	115	76			
26.	Hawk View	Reno, NV	Hawk View, LLC		N	199	199			
27.	Legends South A3	Chicago, IL	Legends A-3, LLC	(847) 927-9400	Y	52	42			
28.	Knoxville CNI Phase 2	Knoxville, TN	Western Heights 2 LP		N	52	52			
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* Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Brint Development, Inc. (Page 1)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Westhaven Park IIC	Chicago, IL	WHP-IIC, LLC	(847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
2.	Hopkins Place	Milwaukee, WI	Hopkins Place, A Wisconsin Limited Partnership	(847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
3.	Crystal View	Urbana, IL	Crystal View Townhomes, LP	(847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
4.	Savoy Square	Chicago, IL	Legends South A-2, LLC	(847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
5.	Heart and Hope Place	Milwaukee, WI	Heart and Hope Place Apartments, LLC	(847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
6.	Franklin Square	Milwaukee, WI	Franklin Square Apartments, LLC	(847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
7.	Hairpin Lofts	Chicago, IL	Hairpin Lofts, LLC	(847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
8.	Park Douglas	Chicago, IL	Ogden North, LLC	(847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
9.	Chatham Square	Lafayette, IN	Brinlaf, LP	(847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
10.	Bluff Apartments	Fort Madison, IA	Bluff Apartments of Fort Madison, LP	(847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
11.	' Park Apartments Redevelopment 2011	Chicago, IL	ParkR, LLC	(847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
12.	Century City	Milwaukee, WI	Century City Lofts, LLC	(847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
13.	Lindsay NSP	Milwaukee, WI	Lindsay NSP, LLC	(847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
14.	Ashland Place	Canton, IL	Ashland Place, LP	(847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
15.	Emerson Square	Evanston, IL	Emsq, LLC	(847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
16.	Buffett Place	Chicago, IL	BT-Diplomat, LLC	(847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
17.	New Village Park	Kalamazoo, MI	New Village Park Limited Dividend Housing Association, LP	(847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
18.	Dorchester Artist + Housing Collaborative	Chicago, IL	Dorchester Artist, LLC	(847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
19.	Gwendolyn Place	Chicago, IL	Legends-C3, LLC	(847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
20.	Plowfield Square	Lincoln, NE	Plowfield Square, LLC	(847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
21.	Fox Prairie	Aurora, IL	Boreas, LLC	(847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
22.	Milwaukee Prosperity	Milwaukee, WI	Milwaukee Prosperity, LLC	(847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
23.	City Gardens	Chicago, IL	Maple Jack, LLC	(847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
24.	Park Place	Chicago, IL	PP Family, LLC	(847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
25.	Clybourn 1200	Chicago, IL	CLYDIV, LLC	(847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
26.	Phil B Curls Manor	Kansas City, MO	CHSB Apartments, LP	(847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N
27.	Highlander Phase I	Omaha, NE	Highlander Phase I, LLC	(847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
28.	Pendleton Flats	Kansas City, MO	Pendleton Flats KC, LLC	(847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
29.	Highland Green	Urbana, IL	Highland Green, LLC	(847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
30.	Villages of Westhaven	Chicago, IL	WHP Village, LLC	(847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
31.	Brewster-Hosmer RAD Conversion	Freeport, IL	Freeport RAD I, LLC	(847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
32.	McCrary Senior Apartments	Chicago, IL	McCrary Senior Apartments, LLC	(847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
33.	Thresholds RAD 2	Chicago, IL	Thresholds RAD, LLC	(847) 562-9400	Y	146	146	12/27/2017	7/20/2020	N
34.	KLEO Art Residences	Chicago, IL	Brin Life Center, LLC	(847) 562-9400	Y	58	49	7/18/2019	7/24/2020	N
35.	Heather Gardens	Kalamazoo, MI	Heather Gardens Limited Dividend Housing Association, LP	(847) 562-9400	Y	79	63	4/24/2018	9/13/2019	N

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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Brint Development, Inc. (Page 2)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Pendleton Arts Block	Kansas City, MO	Pendleton Artsblock, LLC	(847)562-9400	Y	38	24	10/31/2019	10/31/2019	N
2.	Quinlan Row	Kansas City, MO	Century TH, LLC	(847)562-9400	Y	22	15	9/30/2019	10/26/2021	N
3.	Quinlan Place	Kansas City, MO	Century Apts, LLC		Y	57	39	4/30/2020	2/9/2022	N
4.	4400 Grove	Chicago, IL	45th/Cottage, LLC	(847)562-9400	Y	84	59	3/19/2020	4/16/2021	N
5.	Sheridan Station	Denver, CO	Sheridan Station Apartments, LLC	(847)562-9400	Y	133	133	1/19/2021	1/19/2021	N
6.	Frederick Ball	Quincy, IL	Quincy Ball, LLC	(847)562-9400	Y	65	52	12/31/2021	8/30/2022	N
7.	Nobility Point	Omaha, NE	Highlander Phase III, LLC	(847)562-9400	Y	60	48	2/11/2021	12/20/2021	N
8.	Bloomington RAD I	Bloomington, IN	Bloomington Housing Authority	(812)339-3491	N	116	116	2/25/2022	12/20/2022	N
9.	Villard Commons	Milwaukee, WI	Villard Commons, LLC	(847)-562-9400	Y	43	36	1/21/2021	3/21/2022	N
10.	The Haven at Market Place	Champaign, IL	Prospect Senior, L.P.	(847)562-9400	Y	122	122	11/13/2020	2/2/2022	N
11.	Spring Flats Senior (The Appleton)	Washington D.C.	Spring Falts Senior 9, LLC	301-493-6000	N	88	88	12/1/2021	10/6/2023	N
12.	Starpoint	Flagstaff, AZ	Fort Valley Flagstaff, LLC	(847) 562-9400	Y	77	68	1/27/2023	12/8/2023	N
13.	Spring Flats Family (The Robeson)	Washington, D.C.	Spring Flats Family, LLC	301-493-6000	N	87	87	5/15/2022	9/7/2023	N
14.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303)339-9200	N	103	103	8/23/2022	9/11/2023	N
15.	Al Thomas	Gary, IN	BrinGHA, LLC	(847) 927-9400	N	170	170	7/28/2023	1/3/2024	N
16.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
17.	The Aster 9% (255 State)	Salt Lake City, UT	255 State, LLC	(847) 927-9400	Y	72	50			
18.	The Aster 4% (255 State)	Salt Lake City, UT	255 State 4, LLC	(847) 927-9400	Y	118	118	12/20/2022	1/6/2025	N
19.	Maldonado Paseo Boricua Arts Bldg	Chicago, IL	Paseo Boricua Arts, LLC	(847) 927-9400	Y	24	24	12/30/2022	9/11/2023	N
20.	South Terrace	Waco, TX	South Terrace Waco,LP	(254) 752-0324	N	250	250			
21.	Bloomington RAD II	Bloomington, IN	Bloomington RAD II,LP	(812) 339-3491	N	204	204			
22.	Stephen's Commons (835 W Wilson)	Chicago, IL	835 W LLC	(847) 927-9400	Y	73	73			
23.	The Overlook	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
24.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
25.	Chicago Lighthouse Residence	Chicago, IL	Chicago Lighthouse Residences 9, LLC	(847) 927-9400	Y	31	31			
26.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
27.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
28.	The Haven at Palmer Pointe	Columbia, SC	Palmer Pointe, LLC	(803) 254-3886	N	150	150			
29.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
30.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
31.	Kennedy Square East (Malcolm's Place)	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
32.	Spark!	Salt Lake City, UT	1500 Temple 4, LLC	(847) 927-9400	Y	200	200			
33.	Sarah's Circle on Lakeside	Chicago, IL	Sarah's on Lakeside, LLC	(773) 728-1014	N	28	28			
34.	Westhaven Park IID	Chicago, IL	WHP-IID, LLC	(847) 927-9400	Y	96	63			
35.	Western Heights (Knoxville Rehab)	Knoxville, TN	KTW Phase 1, LLC		N	232	232			

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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Brint Development, Inc. (Page 3)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Century Heights	Beaumont, TX	BHA CH, LLC		N	200	102			
2.	Trinity Grove	Beaumont, TX	BHA Trinity Grove, LLC		N	192	98			
3.	Bluestem	Houston, TX	Bluestem Limited, LLC	(847) 927-9400	Y	180	108			
4.	First Met	Houston, TX	First Met Apts., LP	(847) 927-9400	Y	161	97			
5.	Lockwood South	Houston, TX	Lockwood South Apts., LP	(847) 927-9400	Y	80	80			
6.	Connect South	Houston, TX	Connect South Apts., LP	(847) 927-9400	Y	77	70			
7.	Boston Square Together 9%	Grand Rapids, MI	BSQ Together I LDHA, LLC	(847) 927-9400	Y	57	45			
8.	Boston Square Together 4%	Grand Rapids, MI	BSQ Together II LDHA, LLC	(847) 927-9400	Y	45	36			
9.	Block 17 and 18	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
10.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
11.	SP Crossing	Commerce City, CO	72 Colorado, LLC		N	60	60			
12.	Huddle on Fifth	West Sacramento, CA	5 Sacramento, LP	(847) 927-9400	Y	18	18			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Oak and Larabee	Chicago, IL	Oak-Larabee, LLC	(847) 927-9400	Y	78	78			
15.	Honey Creek Village	Terre Haute, IN	Honey Creek Village, LP	(812)232-1381	N	149	149			
16.	Kohr Community Flats	Bloomington, IN	Kohr BHA, LP	(812)339-3491	N	37	37			
17.	Hawthorne Park	Kalamazoo, MI	Hawthorne Park LDHA, LP	(847) 927-9400	Y	36	36			
18.	Kennedy Square West (MLK Place)	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	38	27			
19.	Crescendo - UNI	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
20.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC		N	92	78			
21.	Manson Place Scholar House	Houston, TX	Manson Place Apts, LP		N	76	74			
22.	Phoenix Scholar House	Phoenix, AZ	Phoenix Scholar House I, LLC	(847) 927-9400	Y	56	56			
23.	Silverada	Reno, NV	Silverada, LLC		N	150	150			
24.	Knoxville CNI Phase 1	Knoxville, TN	Western Heights 1 LP		N	76	61			
25.	Southside Terrace Phase 2	Omaha, NE	SST Phase 2 LIHTC, LLC	(847) 927-9400	Y	115	76			
26.	Hawk View	Reno, NV	Hawk View, LLC		N	199	199			
27.	Legends South A3	Chicago, IL	Legends A-3, LLC	(847) 927-9400	Y	52	42			
28.	Knoxville CNI Phase 2	Knoxville, TN	Western Heights 2 LP		N	52	52			
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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: David Brint (Page 1)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Westhaven Park IIC	Chicago, IL	WHP-IIC, LLC	(847) 562-9400	Y	92	92	5/5/2010	1/20/2011	N
2.	Hopkins Place	Milwaukee, WI	Hopkins Place, A Wisconsin Limited Partnership	(847) 562-9400	Y	56	56	10/14/2009	6/9/2010	N
3.	Crystal View	Urbana, IL	Crystal View Townhomes, LP	(847) 562-9400	Y	70	63	7/29/2010	11/16/2010	N
4.	Savoy Square	Chicago, IL	Legends South A-2, LLC	(847) 562-9400	Y	138	110	12/29/2010	9/19/2011	N
5.	Heart and Hope Place	Milwaukee, WI	Heart and Hope Place Apartments, LLC	(847) 562-9400	Y	24	24	12/29/2010	12/21/2011	N
6.	Franklin Square	Milwaukee, WI	Franklin Square Apartments, LLC	(847) 562-9400	Y	37	37	2/17/2011	12/8/2011	N
7.	Hairpin Lofts	Chicago, IL	Hairpin Lofts, LLC	(847) 562-9400	Y	28	25	10/28/2011	5/31/2012	N
8.	Park Douglas	Chicago, IL	Ogden North, LLC	(847) 562-9400	Y	137	110	3/15/2012	10/16/2012	N
9.	Chatham Square	Lafayette, IN	Brinlaf, LP	(847) 562-9400	Y	89	89	3/30/2012	11/29/2012	N
10.	Bluff Apartments	Fort Madison, IA	Bluff Apartments of Fort Madison, LP	(847) 562-9400	Y	40	40	1/28/2011	2/27/2012	N
11.	' Park Apartments Redevelopment 2011	Chicago, IL	ParkR, LLC	(847) 562-9400	Y	120	120	12/15/2011	9/13/2013	N
12.	Century City	Milwaukee, WI	Century City Lofts, LLC	(847) 562-9400	Y	37	37	7/20/2012	3/8/2013	N
13.	Lindsay NSP	Milwaukee, WI	Lindsay NSP, LLC	(847) 562-9400	Y	40	40	6/14/2013	12/5/2013	N
14.	Ashland Place	Canton, IL	Ashland Place, LP	(847) 562-9400	Y	42	42	5/18/2013	11/18/2013	N
15.	Emerson Square	Evanston, IL	Emsq, LLC	(847) 562-9400	Y	32	28	9/30/2013	4/8/2014	N
16.	Buffett Place	Chicago, IL	BT-Diplomat, LLC	(847) 562-9400	Y	51	51	12/28/2013	11/20/2014	N
17.	New Village Park	Kalamazoo, MI	New Village Park Limited Dividend Housing Association, LP	(847) 562-9400	Y	152	152	1/24/2014	9/16/2014	N
18.	Dorchester Artist + Housing Collaborative	Chicago, IL	Dorchester Artist, LLC	(847) 562-9400	Y	32	23	11/18/2014	6/24/2015	N
19.	Gwendolyn Place	Chicago, IL	Legends-C3, LLC	(847) 562-9400	Y	71	53	9/4/2015	6/20/2016	N
20.	Plowfield Square	Lincoln, NE	Plowfield Square, LLC	(847) 562-9400	Y	42	37	4/2/2014	10/9/2014	N
21.	Fox Prairie	Aurora, IL	Boreas, LLC	(847) 562-9400	Y	40	40	10/28/2016	3/14/2017	N
22.	Milwaukee Prosperity	Milwaukee, WI	Milwaukee Prosperity, LLC	(847) 562-9400	Y	35	34	12/1/2015	8/30/2016	N
23.	City Gardens	Chicago, IL	Maple Jack, LLC	(847) 562-9400	Y	76	55	10/21/2016	6/30/2017	N
24.	Park Place	Chicago, IL	PP Family, LLC	(847) 562-9400	Y	78	78	1/28/2017	9/13/2017	N
25.	Clybourn 1200	Chicago, IL	CLYDIV, LLC	(847) 562-9400	Y	84	52	3/16/2017	1/31/2018	N
26.	Phil B Curls Manor	Kansas City, MO	CHSB Apartments, LP	(847) 562-9400	Y	54	54	3/11/2017	11/27/2017	N
27.	Highlander Phase I	Omaha, NE	Highlander Phase I, LLC	(847) 562-9400	Y	101	62	4/17/2018	7/30/2019	N
28.	Pendleton Flats	Kansas City, MO	Pendleton Flats KC, LLC	(847) 562-9400	Y	30	24	9/26/2017	4/30/2018	N
29.	Highland Green	Urbana, IL	Highland Green, LLC	(847) 562-9400	Y	33	33	10/2/2017	4/11/2018	N
30.	Villages of Westhaven	Chicago, IL	WHP Village, LLC	(847) 562-9400	Y	200	145	12/31/2019	12/16/2019	N
31.	Brewster-Hosmer RAD Conversion	Freeport, IL	Freeport RAD I, LLC	(847) 562-9400	Y	167	167	1/1/2018	7/22/2019	N
32.	McCrory Senior Apartments	Chicago, IL	McCrory Senior Apartments, LLC	(847) 562-9400	Y	62	62	10/31/2018	11/12/2019	N
33.	Thresholds RAD 2	Chicago, IL	Thresholds RAD, LLC	(847) 562-9400	Y	146	146	12/27/2017	7/20/2020	N
34.	KLEO Art Residences	Chicago, IL	Brin Life Center, LLC	(847) 562-9400	Y	58	49	7/18/2019	7/24/2020	N
35.	Heather Gardens	Kalamazoo, MI	Heather Gardens Limited Dividend Housing Association, LP	(847) 562-9400	Y	79	63	4/24/2018	9/13/2019	N

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

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: David Brint (Page 2)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Pendleton Arts Block	Kansas City, MO	Pendleton Artsblock, LLC	(847)562-9400	Y	38	24	10/31/2019	10/31/2019	N
2.	Quinlan Row	Kansas City, MO	Century TH, LLC	(847)562-9400	Y	22	15	9/30/2019	10/26/2021	N
3.	Quinlan Place	Kansas City, MO	Century Apts, LLC		Y	57	39	4/30/2020	2/9/2022	N
4.	4400 Grove	Chicago, IL	45th/Cottage, LLC	(847)562-9400	Y	84	59	3/19/2020	4/16/2021	N
5.	Sheridan Station	Denver, CO	Sheridan Station Apartments, LLC	(847)562-9400	Y	133	133	1/19/2021	1/19/2021	N
6.	Frederick Ball	Quincy, IL	Quincy Ball, LLC	(847)562-9400	Y	65	52	12/31/2021	8/30/2022	N
7.	Nobility Point	Omaha, NE	Highlander Phase III, LLC	(847)562-9400	Y	60	48	2/11/2021	12/20/2021	N
8.	Bloomington RAD I	Bloomington, IN	Bloomington Housing Authority	(812)339-3491	N	116	116	2/25/2022	12/20/2022	N
9.	Villard Commons	Milwaukee, WI	Villard Commons, LLC	(847)-562-9400	Y	43	36	1/21/2021	3/21/2022	N
10.	The Haven at Market Place	Champaign, IL	Prospect Senior, L.P.	(847)562-9400	Y	122	122	11/13/2020	2/2/2022	N
11.	Spring Flats Senior (The Appleton)	Washington D.C.	Spring Falts Senior 9, LLC	301-493-6000	N	88	88	12/1/2021	10/6/2023	N
12.	Starpoint	Flagstaff, AZ	Fort Valley Flagstaff, LLC	(847) 562-9400	Y	77	68	1/27/2023	12/8/2023	N
13.	Spring Flats Family (The Robeson)	Washington, D.C.	Spring Flats Family, LLC	301-493-6000	N	87	87	5/15/2022	9/7/2023	N
14.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303)339-9200	N	103	103	8/23/2022	9/11/2023	N
15.	Al Thomas	Gary, IN	BrinGHA, LLC	(847) 927-9400	N	170	170	7/28/2023	1/3/2024	N
16.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
17.	The Aster 9% (255 State)	Salt Lake City, UT	255 State, LLC	(847) 927-9400	Y	72	50			
18.	The Aster 4% (255 State)	Salt Lake City, UT	255 State 4, LLC	(847) 927-9400	Y	118	118	12/20/2022	1/6/2025	N
19.	Maldonado Paseo Boricua Arts Bldg	Chicago, IL	Paseo Boricua Arts, LLC	(847) 927-9400	Y	24	24	12/30/2022	9/11/2023	N
20.	South Terrace	Waco, TX	South Terrace Waco,LP	(254) 752-0324	N	250	250			
21.	Bloomington RAD II	Bloomington, IN	Bloomington RAD II,LP	(812) 339-3491	N	204	204			
22.	Stephen's Commons (835 W Wilson)	Chicago, IL	835 W LLC	(847) 927-9400	Y	73	73			
23.	The Overlook	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
24.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
25.	Chicago Lighthouse Residence	Chicago, IL	Chicago Lighthouse Residences 9, LLC	(847) 927-9400	Y	31	31			
26.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
27.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
28.	The Haven at Palmer Pointe	Columbia, SC	Palmer Pointe, LLC	(803) 254-3886	N	150	150			
29.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
30.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
31.	Kennedy Square East (Malcolm's Place)	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
32.	Spark!	Salt Lake City, UT	1500 Temple 4, LLC	(847) 927-9400	Y	200	200			
33.	Sarah's Circle on Lakeside	Chicago, IL	Sarah's on Lakeside, LLC	(773) 728-1014	N	28	28			
34.	Westhaven Park IID	Chicago, IL	WHP-IID, LLC	(847) 927-9400	Y	96	63			
35.	Western Heights (Knoxville Rehab)	Knoxville, TN	KTW Phase 1, LLC		N	232	232			

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

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: David Brint (Page 3)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Century Heights	Beaumont, TX	BHA CH, LLC		N	200	102			
2.	Trinity Grove	Beaumont, TX	BHA Trinity Grove, LLC		N	192	98			
3.	Bluestem	Houston, TX	Bluestem Limited, LLC	(847) 927-9400	Y	180	108			
4.	First Met	Houston, TX	First Met Apts., LP	(847) 927-9400	Y	161	97			
5.	Lockwood South	Houston, TX	Lockwood South Apts., LP	(847) 927-9400	Y	80	80			
6.	Connect South	Houston, TX	Connect South Apts., LP	(847) 927-9400	Y	77	70			
7.	Boston Square Together 9%	Grand Rapids, MI	BSQ Together I LDHA, LLC	(847) 927-9400	Y	57	45			
8.	Boston Square Together 4%	Grand Rapids, MI	BSQ Together II LDHA, LLC	(847) 927-9400	Y	45	36			
9.	Block 17 and 18	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
10.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
11.	SP Crossing	Commerce City, CO	72 Colorado, LLC		N	60	60			
12.	Huddle on Fifth	West Sacramento, CA	5 Sacramento, LP	(847) 927-9400	Y	18	18			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Oak and Larabee	Chicago, IL	Oak-Larabee, LLC	(847) 927-9400	Y	78	78			
15.	Honey Creek Village	Terre Haute, IN	Honey Creek Village, LP	(812)232-1381	N	149	149			
16.	Kohr Community Flats	Bloomington, IN	Kohr BHA, LP	(812)339-3491	N	37	37			
17.	Hawthorne Park	Kalamazoo, MI	Hawthorne Park LDHA, LP	(847) 927-9400	Y	36	36			
18.	Kennedy Square West (MLK Place)	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	38	27			
19.	Crescendo - UNI	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
20.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC		N	92	78			
21.	Manson Place Scholar House	Houston, TX	Manson Place Apts, LP		N	76	74			
22.	Phoenix Scholar House	Phoenix, AZ	Phoenix Scholar House I, LLC	(847) 927-9400	Y	56	56			
23.	Silverada	Reno, NV	Silverada, LLC		N	150	150			
24.	Knoxville CNI Phase 1	Knoxville, TN	Western Heights 1 LP		N	76	61			
25.	Southside Terrace Phase 2	Omaha, NE	SST Phase 2 LIHTC, LLC	(847) 927-9400	Y	115	76			
26.	Hawk View	Reno, NV	Hawk View, LLC		N	199	199			
27.	Legends South A3	Chicago, IL	Legends A-3, LLC	(847) 927-9400	Y	52	42			
28.	Knoxville CNI Phase 2	Knoxville, TN	Western Heights 2 LP		N	52	52			
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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: TL Development, LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
2.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303) 339-9200	Y	103	103	8/23/2022	9/11/2023	N
3.	Western Heights	Knoxville, TN	KTW Phase 1, LLC	(847) 927-9400	N	232	232			
4.	Highlander IV	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
5.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
6.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
7.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
8.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
9.	Kennedy Square East	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
10.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
11.	Block 17 and 18 (Unity Place)	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
12.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Crescendo	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
15.	SP Crossing	Commerce City, CO	72 Colorado, LLC	(847) 927-9400	Y	60	60			
16.	Kennedy Square West	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	39	27			
17.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC	(847) 927-9400	Y	92	78			
18.	Transforming Western Phase 1	Knoxville, TN	Western Heights 1 LP	(847) 927-9400	Y	76	61			
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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Todd Oliver Lieberman Trust

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
2.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303) 339-9200	Y	103	103	8/23/2022	9/11/2023	N
3.	Western Heights	Knoxville, TN	KTW Phase 1, LLC	(847) 927-9400	N	232	232			
4.	Highlander IV	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
5.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
6.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
7.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
8.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
9.	Kennedy Square East	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
10.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
11.	Block 17 and 18 (Unity Place)	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
12.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Crescendo	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
15.	SP Crossing	Commerce City, CO	72 Colorado, LLC	(847) 927-9400	Y	60	60			
16.	Kennedy Square West	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	39	27			
17.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC	(847) 927-9400	Y	92	78			
18.	Transforming Western Phase 1	Knoxville, TN	Western Heights 1 LP	(847) 927-9400	Y	76	61			
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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Todd Lieberman; Erika Ann Saleski

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Brookwood @ Antioch	Kansas City, MO	43 Antioch, LLC	(847) 927-9400	Y	66	46	10/31/2022	7/24/2023	N
2.	Capitol Square	Denver, CO	1275 Sherman, LLC	(303) 339-9200	Y	103	103	8/23/2022	9/11/2023	N
3.	Western Heights	Knoxville, TN	KTW Phase 1, LLC	(847) 927-9400	N	232	232			
4.	Highlander IV	Omaha, NE	HPIV Owner, LLC	(847) 927-9400	Y	70	70			
5.	Sam Rodgers Place	Kansas City, MO	Rodgers Housing, LLC	(847) 927-9400	Y	62	42	6/14/2023	9/6/2024	N
6.	Northfield Flats	Denver, CO	Northfield Flats, LLC	(847) 927-9400	Y	129	129			
7.	Block 19 (Reunion at Kindred)	Norfolk, VA	Block 19, LP	(847) 927-9400	Y	72	68	11/13/2023	7/22/2024	N
8.	Block 20 (Origin at Kindred)	Norfolk, VA	Block 20, LP	(847) 927-9400	Y	120	83	1/26/2024	9/5/2024	N
9.	Kennedy Square East	Omaha, NE	Kennedy East LIHTC, LLC	(847) 927-9400	Y	95	62			
10.	Ralston Gardens	Arvada, CO	Ralston Gardens, LLC	(847) 927-9400	Y	102	102			
11.	Block 17 and 18 (Unity Place)	Norfolk, VA	Block 17 and 18 MF Combined, LLC	(847) 927-9400	Y	140	97			
12.	Highlander Phase V- Davis Ridge	Omaha, NE	Highlander Phase V, LLC	(847) 927-9400	Y	41	28			
13.	TWG Phase A	Norfolk VA	TWG Phase A, LLC	(847) 927-9400	Y	191	129			
14.	Crescendo	Kansas City , MO	UNI Crescendo, LLC	(847) 927-9400	Y	39	39			
15.	SP Crossing	Commerce City, CO	72 Colorado, LLC	(847) 927-9400	Y	60	60			
16.	Kennedy Square West	Omaha, NE	Kennedy West, LLC	(847) 927-9400	Y	39	27			
17.	Southside Terrace	Omaha, NE	SST Phase 1 LIHTC, LLC	(847) 927-9400	Y	92	78			
18.	Transforming Western Phase 1	Knoxville, TN	Western Heights 1 LP	(847) 927-9400	Y	76	61			
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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Banc of America Community Development Company, LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Cedar Heights Apartments	Washington, DC	Finsbury Square Limited Partnership	(410) 230-2102	Y	134	134	6/29/1905	2/6/2008	N
2.	The Courts of Camp Spring Apartments	Camp Springs, MD	Bristol Pines Limited Partnership	(410) 230-2102	Y	414	414	6/30/1905	6/23/2009	N
3.	Ashley Square Apartments,	Charlotte, NC	Live Oak Apartments, LLC	(636) 266-1243	Y	176	176	7/2/1905	3/9/2011	N
4.	Victory Square	Washington, DC	Parkside Senior Housing, LLC	(301) 493-6000	Y	98	98	7/4/1905	2/27/2013	N
5.	The Ella at Encore	Tampa, FL	The Ella at Encore, LP	(813) 341-9101	Y	160	152	7/4/1905	7/5/1905	N
6.	Pine Valley Mill	Milford, NH	Pine Valley Apartments, LLC	(781) 786-7538	N	50	50	7/6/1905	7/7/1905	N
7.	The Trio at Encore	Tampa, FL	The Trio at Encore, LP	(813) 341-9101	Y	141	134	7/5/1905	7/5/1905	N
8.	The Reed at Encore	Tampa, FL	The Reed at Encore, LP	(813) 341-9101	Y	158	158	7/7/1905	4/29/2016	N
9.	Walnut Street Apartments	Wilmington, DE	Walnut Street Apartments, LLC	(856) 596-0500	N	44	44	7/7/1905	7/8/1905	N
10.	Laurel Hill Road	Brookfield, CT	Laurel Hill Apartments, LLC	(781) 786-7538	N	72	72	7/7/1905	1/24/2017	N
11.	Tenney Place	Haverhill, MA	Tenney Place Apartments, LLC	(781) 786-7538	N	72	72	7/8/1905	7/9/1905	N
12.	The Tempo at Encore	Tampa, FL	The Tempo at Encore, LP	(813) 341-9101	Y	203	203	7/11/1905	7/11/1905	N
13.	Concord Court at Creative Village	Orlando, FL	Concord Court at Creative Village Partners, Ltd	(407) 741-8521	N	116	93	7/11/1905	7/11/1905	N
14.	Amelia Court at Creative Village	Orlando, FL	Amelia Court at Creative Village Partners, Ltd	(407) 741-8521	N	140	84	7/11/1905	7/11/1905	N
15.	Columbus Commons	Britian, CT	CC1 Owner, LLC	(781) 786-7538	N	80	80	7/12/1905	7/12/1905	N
16.	Spring Flats Senior	Washington, DC	Spring Flats Senior 4, LLC	(301) 493-6000	N	88	88	7/13/1905	7/15/1905	N
17.	Oak Tree Village	Griswold, CT	OT Owner, LLC	(781) 899-4002	N	72	64	7/14/1905	7/14/1905	N
18.	Spring Flats Family	Washington, DC	Spring Flats Family, LLC	(301) 493-6000	N	87	58	7/14/1905	7/15/1905	N
19.	Renaissance at West River	Tampa, FL	West River Phase 1A, LP	(813) 341-9101	N	160	160	7/12/1905	7/13/1905	N
20.	Reunion at Kindred	Norfolk, VA	Block 19 L.P.	(847) 562-9400	Y	70	70	7/15/1905	7/16/1905	N
21.	Origin Place at Kindred	Norfolk, VA	Block 20 L.P.	(847) 562-9400	Y	120	83	7/15/1905	7/16/1905	N
22.	Magnolia Gardens	Charlotte, NC	Magnolia Gardens Housing, LLC	(704) 258-2178	Y	82	82	7/11/1905	7/11/1905	N
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Development Name:Norfolk TWG B2 Apartments at Kindred

Name of Applicant:TWG Phase B2, LLC

Principals' Name:Bank of America, N.A.

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
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Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant: TWG Phase B2, LLC

Principals' Name: Eileen Pope

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Ashley Square Apartments,	Charlotte, NC	Live Oak Apartments, LLC	(636) 266-1243	Y	176	176	7/2/1905	3/9/2011	N
2.	The Ella at Encore	Tampa, FL	The Ella at Encore, LP	(813) 341-9101	N	160	152	7/4/1905	7/5/1905	N
3.	The Trio at Encore	Tampa, FL	The Trio at Encore, LP	(813) 341-9101	N	141	134	7/5/1905	7/5/1905	N
4.	The Reed at Encore	Tampa, FL	The Reed at Encore, LP	(813) 341-9101	N	158	158	7/7/1905	4/29/2016	N
5.	The Tempo at Encore	Tampa, FL	The Tempo at Encore, LP	(813) 341-9101	N	203	203	7/11/1905	7/11/1905	N
6.	Concord Court at Creative Village	Orlando, FL	Concord Court at Creative Village Partners, Ltd	(407) 741-8521	N	116	93	7/11/1905	7/11/1905	N
7.	Amelia Court at Creative Village	Orlando, FL	Amelia Court at Creative Village Partners, Ltd	(407) 741-8521	N	140	84	7/11/1905	7/11/1905	N
8.	Renaissance at West River	Tampa, FL	West River Phase 1A, LP	(813) 341-9101	N	160	160	7/12/1905	7/13/1905	N
9.	Reunion at Kindred	Norfolk, VA	Block 19 L.P.	(847) 562-9400	Y	70	70	7/15/1905	7/16/1905	N
10.	Origin Place at Kindred	Norfolk, VA	Block 20 L.P.	(847) 562-9400	Y	120	83	7/15/1905	7/16/1905	N
11.	Magnolia Gardens	Charlotte, NC	Magnolia Gardens Housing, LLC	(704) 258-2178	Y	82	82	7/11/1905	7/11/1905	N
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V. Previous Participation Certification**Development Name:** Norfolk TWG B2 Apartments at Kindred**Name of Applicant (entity):** TWG Phase B2, 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 a Schedule A attached hereto.

Accordingly, I hereby certify the following:

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.

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

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion 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

Richard Sciortino

Printed Name

6/25/2025

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

Richard J. Sciortino – Principal and President

Mr. Sciortino is co-founder of Brinshore and directs Brinshore's acquisition, planning, development and construction activities. Mr. Sciortino is responsible for due diligence, contract review, land-use approvals, site planning, market analysis, partnership arrangement and other development-related issues. In addition, Mr. Sciortino serves as Principal of BCM, LLC, the construction arm of Brinshore Development. He has over three decades of housing and economic development experience.

Mr. Sciortino previously served with the City of Chicago where he initiated the Chicago Abandoned Property Program to acquire and redevelop abandoned buildings. The program has since become an important tool for fostering community development and revitalizing Chicago's aging historical building stock.

Mr. Sciortino was also a Vice-President and Partner with a national residential housing developer and was a senior member of the firm's development team.

Mr. Sciortino serves on numerous Boards including LISC/Chicago which promotes neighborhood development through support of local organizations, All Chicago which is the lead agency for Chicago's Continuum of Care and supports homelessness prevention initiatives, the Rebuild Foundation which promotes neighborhood revitalization through art and cultural place making and the Chicago Botanical Garden which operates a world renowned garden and research center as well as numerous urban agriculture initiatives.

Mr. Sciortino is an attorney with a law degree from Tulane University, a Master's Degree in Real Estate from the Kellogg School at Northwestern University, and a Bachelor's Degree in Finance from the University of Connecticut.

V. Previous Participation Certification

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant (entity): TWG Phase B2, 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 a Schedule A attached hereto.

Accordingly, I hereby certify the following:

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
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6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.

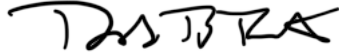
7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
Virginia Housing | Federal Housing Credit Manual 100
8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
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13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. No Participants are currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
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Signature

David Brint

Printed Name

6/25/2025

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

David Brint – Principal and CEO

Mr. Brint is involved in all development activities including acquisitions, development financing, equity syndication and property management activities. Mr. Brint has arranged over \$1 billion in complex financial transactions utilizing a variety of tools including: tax exempt bonds, Federal HOPE VI, CNI, CDBG, Empowerment Zone and HOME funds, mortgage-based and cash-flow loans, credit enhancements, Historic and Low-Income Tax Credits, TIF financing and assorted grant programs. These creative financing tools have been used to leverage public and private resources and have enabled the development of over 7000 units of successful affordable housing.

Mr. Brint, on behalf of Brinshore Development, is also the Midwest Regional representative and Vice President for the Richman Group Capital Corporation, L.L.C., a national syndicator of Low-Income Housing Tax Credits. He oversees all the due diligence, market rate analysis and acquisition closing for the company's Midwest region, which has amounted to over \$500 million since 1994.

Since 1982, Mr. Brint has worked in the real estate development field. From 1988-1993, Mr. Brint was the Chief Operating Officer for a major real estate developer. In this capacity, he was responsible for acquisition, finance, development, and property management of over 500 affordable housing units in Chicago. Mr. Brint also was a manager of real estate advisory services at a major Certified Public Accounting firm in Chicago from 1982-1988.

David presently serves as Chairman of the Board of Directors for the Foundation Fighting Blindness. He also has served as Board Member of the Retinal Development Fund; Past President of the Board Director of the Illinois Housing Council; Former Board Director of The Chicago Lighthouse for People Who are Blind and Visually Impaired; Board Director of Karate Can Do Foundation; and Former Member of the Chicago Federal Home Loan Bank Board Community Investment Advisory Council. He formerly served as Board President of the Victor C. Neumann Foundation; a not-for-profit organization dedicated to serving developmentally disabled individuals. He is the Founding Member and President of the Board of Director of the Illinois Housing and Community Development PAC, and the Founding Member and past Director of Highland Park Community Land Trust.

Mr. Brint received a bachelor's degree in economics from the Wharton School at the University of Pennsylvania.

V. Previous Participation Certification

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant (entity): TWG Phase B2, 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 a Schedule A attached hereto.

Accordingly, I hereby certify the following:

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
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Virginia Housing | Federal Housing Credit Manual 100
8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
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13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. No Participants are currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
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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

Todd Lieberman

Printed Name

6/25/2025

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

Todd Lieberman – Executive Vice President Development Manager

Todd Lieberman is the head of the Kansas City office of Brinshore Development and oversees several major initiatives in Denver, Omaha, Norfolk, VA, Knoxville, and Kansas City including the Highlander Development in Omaha, NE and the Paseo Gateway CHOICE Neighborhoods Initiative. Since joining Brinshore in 2010, Mr. Lieberman has built 1300 mixed-income units and 65,000 sf of commercial space in 19 transactions and spearheaded three successful CHOICE neighborhoods implementation grant applications.

Prior to joining Brinshore, Todd was a Development Manager for CityInterests, a Washington, DC based real estate development company focused on the revitalization of underutilized commercial and transit-oriented urban properties. For the company, he sourced several development projects including a non-profit primary care facility and an early childhood education center. In addition, Todd managed predevelopment activities for the mixed-use redevelopment of two aging strip shopping centers, a 112-unit townhouse project, and the Parkside master development, which is a three million square foot mixed-use, mixed-income transit-oriented development on the northern Anacostia Waterfront.

Before joining CityInterests, Todd was a Vice President with Bank of America Community Development Banking's Real Estate Development Group, where he managed the Centerpoint development in Baltimore, an \$85 million mixed-use development that featured both historic adaptive re-use and new construction.

Todd is a member of the Advisory Board of the Urban Land Institute of Kansas City, Neighborhood Legal Support, and the Mattie Rhodes Center.

A past Fellow at the Center for Urban Redevelopment Excellence at the University of Pennsylvania, Todd also received a Masters in City Planning from Massachusetts Institute of Technology and a BA in Urban Studies from the University of Pennsylvania.

Previously, he was honored as one of the "Top 35: Tomorrow's Newsmakers Under 35 Years Old" by Real Estate Forum in 2007.

V. Previous Participation Certification

Development Name: Norfolk TWG B2 Apartments at Kindred

Name of Applicant (entity): TWG Phase B2, 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.

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- “Participant” means all Principals of the Owner who are required to be individually listed within a Schedule A attached hereto.

Accordingly, I hereby certify the following:

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
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Virginia Housing | Federal Housing Credit Manual 100
8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
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Erika Saleski

Signature

Erika Ann Saleski

Printed Name

6/25/2025

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

RESUME

Erika Ann Saleski

Sole beneficiary of the Todd Oliver Lieberman Trust

V. Previous Participation Certification**Development Name:** Norfolk TWG B2 Apartments at Kindred**Name of Applicant (entity):** TWG Phase B2, 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.

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Accordingly, I hereby certify the following:

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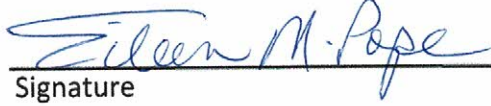
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Virginia Housing | Federal Housing Credit Manual 100
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Signature

Eileen Pope

Printed Name



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

Eileen M. Pope

Senior Vice President, Senior Development Manager

Eileen M. Pope is a Senior Vice President and Senior Development Manager for Banc of America Community Development Company, LLC (BACDC). Ms. Pope is responsible for the new development and rehabilitation of affordable, workforce and mixed-income, multi-family housing communities in the Mid-Atlantic and Southeast. Ms. Pope oversees all development activities from initial due diligence to construction completion and stabilization. She is responsible for the structuring of the partnerships and procuring the financing for all new multi-family development opportunities. Ms. Pope also provides support and leadership as needed to developments within the BACDC platform throughout the United States.

Ms. Pope joined the BACDC in 2002 and has held various roles within BACDC. Ms. Pope oversaw the Asset Management of a large portion of the BACDC portfolio throughout the U.S. Ms. Pope was also responsible for valuing the wholly owned assets and partnership interests of the BACDC long term hold, legacy portfolio, consisting of over 30 developments and 6,100 units. Ms. Pope successfully developed and implemented the BACDC exit strategy for these legacy developments.

Eileen has extensive experience in affordable housing development. She has special expertise in structuring public private partnerships and in assembling complex financing to develop affordable housing utilizing tax-exempt bonds, low income housing tax credits, institutional equity and debt, and many other sources of local, state and federal funding. Eileen has developed projects that include adaptive re-use, new construction and extensive renovation. Most of her individual multi-family developments range from \$30MM - \$100MM. She is skilled in community relations and has worked extensively with neighborhood associations and tenant groups.

Before joining BACDC, Ms. Pope was employed with Charlotte Housing Authority (CHA) and held various roles within that organization during her five year tenure including the Hope IV Program Manager and Regional Asset Manager. Prior to this, Ms. Pope spent six years with the City of New York, as the Director of the NYC Housing Preservation and Development Emergency Repair Program and, during her tenure, as Director of Systems Development with the NYC Human Resources Administration Office of Financial Management.

Eileen Pope is a graduate of St. John's University with a B.S. in Communication Arts and Sciences. Ms. Pope also attended the Mingle School of Real Estate in Charlotte, NC where she studied real estate. Eileen has served on numerous industry boards and committees and she is a past member of the National Association of Housing and Redevelopment Officials, the Real Estate Building Industry Coalition of the Carolinas and she was a past board member of the YMCA Gateway Village, Charlotte, NC and is currently a member of the Urban Land Institute and member of the University City Family Zone in Charlotte, N.C.

Tab A:

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

**OPERATING AGREEMENT
OF
TWG PHASE B2, LLC**

This Operating Agreement (the “**Agreement**”) of TWG Phase B2, LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “**Act**”), is entered into by and between: TWG Phase B2 Manager, LLC, a Virginia limited liability company, as the managing member of the Company (the “**Managing Member**”); and Richard J. Sciortino, an individual (the “**Investor Member**”, and together with the Managing Member, collectively, the “**Members**”, and each, a “**Member**”).

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of the development and property commonly known as TWG Phase B2 Apartments, located in the City of Norfolk, Virginia (the “**Project**”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.

2. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.

3. **Management.** The Company will be member-managed. Each action of the Company will require the unanimous written consent of all of the Members of the Company. The Members acting together by unanimous written consent will exercise exclusive control over the Company. The Members, by unanimous written consent, may appoint officers and agents for the Company and give them such titles and powers as the Members may choose. Any action taken by an officer or agent of the Company in the name of the Company and with such proper authorization of the Members, will be an action of the Company.

4. **Members and Interests.** The Members, their title, interests in the Company (the “**Interests**”), and capital contributions to the Company (the “**Capital Contributions**”) are as follows:

<u>Name</u>	<u>Title</u>	<u>Interest</u>	<u>Capital Contribution</u>
TWG Phase B2 Manager, LLC	Managing Member	0.01%	\$00.01
Richard J. Sciortino	Investor Member	99.99%	\$99.99

The Members are not obligated to make additional Capital Contributions to the Company.

5. **Allocations and Distributions.** Except for any special allocations required to comply with applicable tax laws, all profits, gains, losses, and credits for tax purposes, net cash flow from normal operations, net proceeds from capital transactions, and all other distributions will be allocated to the Members, pro rata in accordance with their Interests.

6. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company’s property and the Company’s receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Members to dissolve.

7. **Fiscal Year.** The fiscal year of the Company will be the calendar year.

8. **No Liability of Member and Others.** The Members and their agents and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Members or any officer.

9. **Indemnification.** The Company will indemnify and defend the Members and its agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

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10. **Amendment.** This Agreement may be amended only by written instrument executed by the Members and indicating an express intention to amend this instrument.

11. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

The undersigned has executed this Agreement effective as of July 17, 2024.

[signature page follows]

[signature page to Operating Agreement of TWG Phase B2, LLC]

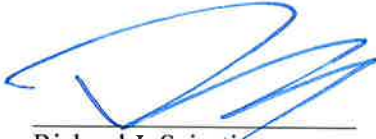
MANAGING MEMBER:

TWG Phase B2 Manager, LLC,
a Virginia limited liability company

By: Brinshore TL, LLC,
an Illinois limited liability company,
its managing member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company,
its managing member

By: RJS Real Estate Services, Inc.,
an Illinois corporation,
a member

By: 
Name: Richard J. Sciortino
Title: President

[signatures continue on next page]

[signature page to Operating Agreement of TWG Phase B2, LLC]

INVESTOR MEMBER:


Richard J. Sciortino

OPERATING AGREEMENT
OF
BANC OF AMERICA COMMUNITY DEVELOPMENT COMPANY, LLC,
a North Carolina Limited Liability Company
Dated: As of November 1, 2021

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EXHIBITS

Exhibit A: Plan of Conversion

Exhibit B: Articles of Organization Including Articles of Conversion

Exhibit C: Name, Address and Capital Contribution of Sole Member

**OPERATING AGREEMENT OF
BANC OF AMERICA COMMUNITY DEVELOPMENT COMPANY, LLC,
a North Carolina limited liability company**

This Operating Agreement of Banc of America Community Development Company, LLC (this "**Agreement**") dated and effective as of the 1st day of November, 2021, is executed and agreed to, for good and valuable consideration, by Bank of America, National Association, a national banking association (the "**Sole Member**").

**Article 1
Formation**

1.1 Formation. Banc of America Community Development Company, LLC (the "**Company**") came into existence as a North Carolina limited liability company as the result of the conversion (the "**Conversion**") of Banc of America Community Development Corporation, a North Carolina for profit corporation (the "**Converted Corporation**") under and pursuant to Chapter 55 and Chapter 57D of the North Carolina General Statutes (the "**Conversion Statutes**"). In accordance with the requirements of the Conversion Statutes, in order to effectuate the Conversion, Bank of America, National Association, the sole shareholder of the Converted Corporation, (i) approved a plan of conversion as of October __, 2021 (the "**Plan of Conversion**") and (ii) caused Articles of Organization Including Articles of Conversion to be filed effective as of November 1, 2021 with the Office of the Secretary of State of North Carolina to effectuate the Conversion. A copy of the Plan of Conversion is attached as **Exhibit A** hereto and a copy of the Articles of Organization Including Articles of Conversion is attached as **Exhibit B** hereto.

1.2 Name. As set forth in the Articles of Organization Including Articles of Conversion, the name of the Company is Banc of America Community Development Company, LLC. The Company shall conduct business under that name or such other names complying with applicable law as the Sole Member may determine from time to time.

1.3 Duration. The Company shall exist until terminated in accordance with this Agreement.

1.4 Purpose. Consistent with the purposes of the Converted Corporation, the primary purpose of the Company is to promote community welfare in a manner permissible to national banks and consistent with (i) the provisions of the Eighth and Eleventh paragraphs of 12 U.S.C §24 and (ii) the Office of the Comptroller of the Currency rules, regulations and guidance related thereto, including, but not limited to, the following:

(a) To preserve and expand the supply of safe and decent housing that is affordable by low- and moderate- income persons;

(b) To promote housing and economic revitalization or development in low- and moderate- income areas or target areas selected by federal, state and local government for redevelopment, and directly benefit low- and moderate- income residents or small businesses; and

(c) To promote and enhance economic and intellectual self-sufficiency for low- and moderate- income persons.

1.5 Principal Office. The Company's principal office shall be located at 214 North Tryon Street, Charlotte, North Carolina 28255 or such other location as the Sole Member may determine from time to time.

1.6 Registered Office and Registered Agent. The address of the registered office of the Company in the State of North Carolina is 160 Mine Lake Ct., Suite 200, Raleigh, North Carolina 27615 and the name of the Company's registered agent at that address is CT Corporation System. The Sole Member may change the registered office and the registered agent of the Company from time to time. The Sole Member may cause the Company to qualify to do business as a limited liability company (or other entity in which the Sole Member has limited liability) in any other jurisdiction and to designate any registered office or registered agent in any such jurisdiction.

1.7 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the text or in Section 10.7.1.

Article 2

Sole Member and Membership Interests

2.1 Admission of Sole Member. In connection with the formation of the Company, the Person executing this Agreement as Sole Member is admitted to the Company as of the date of the Conversion.

2.2 Nature of Membership Interest. A membership interest in the Company is personal property. A Member of the Company or an assignee of a membership interest in the Company does not have an interest in any specific property of the Company. A membership interest includes a Member's or assignee's share of profits and losses or similar items and the right to receive distributions as provided in this Agreement, but, except with respect to the Sole Member, does not include a Member's right to participate in management.

2.3 Certificates. Membership interests in the Company shall be uncertificated.

Article 3

Board of Managers

3.1 General Powers. The business and affairs of the Company shall be managed under the direction of a board of managers appointed by the Sole Member (the "**Board of Managers**"). For avoidance of doubt, the individuals serving on the Board of Managers (each referred to as a "**Manager**" and collectively referred to as the "**Managers**") (i) shall not be Members of the Company, (ii) shall serve at the pleasure of the Sole Member, and (iii) may be removed or replaced by the Sole Member in its sole discretion. Except as otherwise provided in this Agreement, a

majority vote of the Managers with each Manager getting one vote, shall control. If there is only one Manager, that Manager shall have all authority to manage the Company.

3.2 Number and Appointment. The Board of Managers shall consist of one or more Managers as determined by the Sole Member. Managers shall hold office until their resignation, replacement, removal, retirement, death, disqualification, or until their successor is elected. The Sole Member has determined that the initial Board of Managers shall consist of three individuals and has appointed the following individuals as the initial Managers: Maria F. Barry, Brian Heide and Karen Purcell.

3.3 Vacancies. Any vacancy occurring on the Board of Managers, including a vacancy resulting from an increase in the number of Managers, shall be filled by action of the Sole Member or by the affirmative vote of a majority of the remaining Managers though for this purpose such majority may be less than a quorum of the Board of Managers.

3.4 Regular Meetings. The Board of Managers may hold regular meetings at such time and place as the Board of Managers shall from time to time determine. Regular meetings may be held without notice.

3.5 Special Meetings. Special meetings of the Board of Manager may be called by or at the request of the President, the Secretary, or any Manager. Notice of the time and place of each special meeting shall be given orally or in writing, and attendance at or participation in any special meeting shall constitute a waiver of notice of such meeting unless a Manager objects at the beginning of the meeting, or promptly upon arrival, to holding or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

3.6 Quorum. A majority of the number of Managers then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Managers. If a quorum is not present, a majority of those in attendance may adjourn the meeting from time to time until a quorum is obtained or may adjourn sine die.

3.7 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board or Managers may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Managers then in office. Such written consent may be provided electronically.

3.8 Electronic Meetings. Managers may participate in and hold meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise communicate with each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

3.9 Limitations on Managers. The Managers shall have all powers and rights granted in this Agreement, except that neither the Board of Managers nor any Manager shall have authority to:

- (a) Do any act in contravention of this Agreement;

(b) Do any act which would make it impossible to carry on the ordinary business of the Company;

(c) Confess a judgment against the Company;

(d) Possess Company property or assign the rights of the Company in Company property for other than a Company purpose;

(e) Admit a person as a Member, except as otherwise provided in this Agreement;

(f) Take any action that would result in the Company being treated as other than a disregarded entity for federal income tax purposes; or

(g) Take any action that is not permissible to national banks or that is expressly inconsistent with (i) the provisions of the Eighth and Eleventh paragraphs of 12 U.S.C §24 or (ii) the Office of the Comptroller of the Currency rules, regulations and guidance related thereto.

Article 4 Officers

4.1 Officers. The officers of the Company may include a President, a Secretary, a Treasurer, Executive Vice Presidents, Senior Vice Presidents, Vice Presidents, and such other officers as appointed from time to time by the Board of Managers (the "**Officers**"). Additionally, the President shall have the power to appoint and to delegate the power to appoint such Officers as the President may deem appropriate.

4.2 Term. Each Officer of the Company shall serve at the pleasure of the Board of Managers, and the Board of Managers may remove any Officer at any time with or without cause. In addition, any Officer appointed by the President may likewise be removed by the President.

4.3 Authority and Duties. All Officers of the Company shall have such authority and perform such duties in the management of the property and affairs of the Company as generally pertain to their respective offices, as well as, such authority and duties as may be determined by the Board of Managers or the President.

4.4 Employees and Agents Other than Officers. Subject to the authority of the Board of Managers, the President, or any Officer authorized by the President or the Board of Managers may employ such employees and agents (other than officers) as the President or such Company Officer may deem advisable for the prompt and orderly transaction of the Company's business, define their duties, fix their compensation and dismiss them.

Article 5 Capital Contributions

5.1 Agreed Capital Contributions. As a result of the Conversion, the Sole Member is deemed to have contributed to the capital of the Company the contribution set forth opposite the Sole Member's name on Exhibit C attached hereto and incorporated by reference herein.

5.2 Additional Capital Contributions. The Sole Member may, but is not required to, make additional contributions to the capital of the Company.

Article 6 Taxation

6.1 Tax Status. At all times that the Company has only one Member (i.e., the Sole Member, who owns 100% of the membership interest in the Company), it is the intention of the Sole Member that the Company be disregarded as an entity separate and apart from the Sole Member for federal, and, to the extent applicable, state, local and foreign income tax purposes. To the extent that the Company is disregarded as an entity separate and apart from the Sole Member for federal income tax purposes, the Sole Member shall be responsible for filing or causing applicable tax returns to be filed which include the applicable income, gain, loss and other tax items with respect to the Company. For all other purposes the Company shall be responsible for filing or causing tax returns to be filed.

Article 7 Distributions

7.1 Distributions. Distributions shall be made to the Sole Member at the times and in the amounts determined by the Sole Member; except that no distribution shall be made in violation of any applicable provisions of the North Carolina Limited Liability Company Act (the "Act").

Article 8 Bank Accounts, Books of Account, Reports and Fiscal Year

8.1 Bank Account; Investments. The Board of Managers shall cause the Company to establish one or more bank or other financial institution accounts into which Company funds shall be deposited.

8.2 Books and Records. The books and records of the Company shall be maintained in such manner and at such location as the Board of Managers shall determine. The books of the Company, for both tax and financial reporting purposes, shall be kept using the method of accounting selected by the Sole Member.

8.3 Fiscal Year. The Company's fiscal year shall be the calendar year.

Article 9

Winding-Up of the Company

9.1 Events Requiring Winding-Up of the Company. The Company shall be wound up only on the first to occur of any one or more of the following:

9.1.1 the Written consent of the Sole Member;

9.1.2 the occurrence of any event that terminates the continued membership of the Sole Member in the Company unless the legal representative or successor of the Sole Member agrees to continue the Company and appoints a successor Member in accordance with the Act; or

9.1.3 entry of a judicial order to wind up the Company.

9.2 Revocation or Reinstatement. A Written consent to wind up provided by the Sole Member can only be revoked upon the Written consent of the Sole Member. In the event of a termination of the Company under the Act, the Company may be reinstated upon the Written consent of the Sole Member.

9.3 Winding-Up Affairs and Distribution of Assets.

9.3.1 If an event requiring the winding-up of the Company occurs and is not revoked, the Sole Member or its designee(s), acting as "Liquidating Agent," as soon as practicable shall wind up the affairs of the Company and sell and/or distribute the assets of the Company. The Liquidating Agent is expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the liquidation and termination of the Company including without limitation, (i) the satisfaction of Company liabilities and (ii) the transfer/distribution of remaining Company assets. The Liquidating Agent shall apply and distribute the proceeds of the sale or liquidation of the assets and property of the Company in the following order of priority, unless otherwise required by non-waivable provisions of applicable law:

(i) to pay (or to make provision for the payment of) all creditors of the Company (including the Sole Member if it is a creditor of the Company), in the order of priority provided by law or otherwise, in satisfaction of all debts, liabilities or obligations of the Company due to its creditors;

(ii) after the payment (or the provision for payment) of all debts, liabilities and obligations of the Company in accordance with clause (i) above, any balance remaining shall be distributed to the Sole Member.

9.3.2 The Liquidating Agent shall have sole discretion to determine whether to liquidate all or any portion of the assets and property of the Company and the consideration to be received for that property.

9.3.3 If the Company's property is not sufficient to discharge all of the Company's liabilities and obligations, the Liquidating Agent shall apply the Company's property, or make adequate provision for the application of the Company's property, to the extent possible, to the just

and equitable discharge of the Company's liabilities and obligations, including liabilities and obligations owed to the Sole Member (other than for distributions).

9.4 Termination. Upon completing the winding-up of the Company described in Section 9.3, the Liquidating Agent shall execute, acknowledge and cause to be filed a certificate of termination with the Secretary of State of North Carolina. Except as otherwise provided by the Act, the Company shall cease to exist upon the filing of the certificate of termination with the Secretary of State of North Carolina.

Article 10

Miscellaneous Provisions and Definitions

10.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, master agreements, swap agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies, and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Company by the President, any Executive Vice President, any Senior Vice President, any Vice President, or any Assistant Vice President of the Company, or such other officers, employees, agents as the Board of Managers or any of such designated officers or individuals may direct.

10.2 Interests in Other Entities. The President, any Executive Vice President, any Senior Vice President, the Secretary, the Treasurer, or such other officers, employees or agents as the Board of Managers or such designated officers may direct are authorized to vote, represent and exercise on behalf of the Company all rights incident to any and all interests of any corporation, association or other entity standing in the name of the Company. The authority herein granted to said individual to vote or represent on behalf of the Company any and all interests held by the Company in any corporation, association or entity may be exercised either by the individual in person or by any executed proxy or power of attorney.

10.3 Entire Agreement. This Agreement supersedes all prior agreements and understandings by the Sole Member with respect to the Company.

10.4 Amendments. The Written consent of the Sole Member is required to amend the organization documents of the Company or this Agreement.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with North Carolina law.

10.6 Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon, and, to the extent provided herein, inure to the benefit of the Sole Member and its successors, and assigns. The Sole Member acknowledges and agrees that this Agreement is intended to be binding upon and to inure to the benefit of the Company and that the provisions of this Agreement shall be enforceable by and against the Company. The obligations of the Company pursuant to this Agreement are the obligations of the Company only, and absent additional Written agreement, the Sole Member has no personal liability for the obligations of the Company. No creditor of the

Company or of the Sole Member is entitled to or is intended to have third-party beneficiary status to enforce any obligation of any party under this Agreement.

10.7 Certain Definitions and Construction.

10.7.1 As used in this Agreement, the following terms have the meanings set forth below:

(i) “**Act**” means the North Carolina Limited Liability Company Act set forth in Chapter 57D (or such successor provision(s)) of the North Carolina General Statutes.

(ii) “**Agreement**” means this Company Agreement as it may be amended from time to time as provided herein.

(iii) “**Board of Managers**” shall have the meaning ascribed to such term in Section 3.1 hereof.

(iv) “**Liquidating Agent**” means the Person or Persons responsible for winding-up the Company in accordance with Article 6, Section 07 of the Act.

(v) “**Manager**” or “**Managers**” shall have the meaning ascribed to such term in Section 3.1 hereof.

(vi) “**Member**” means a Person admitted to the Company as a Member as provided in this Agreement but excludes any such Person that has ceased to be a Member as provided in this Agreement or the Act.

(vii) “**Officers**” shall have the meaning ascribed to such term in Section 4.1 hereof.

(viii) “**Person**” means any individual, corporation, partnership, limited liability company, business trust or other entity, or government or governmental agency or instrumentality.

(ix) “**Sole Member**” means Bank of America, National Association.

(x) “**Writing**” or “**Written**” means an expression of words, letters, characters, numbers, symbols, figures or other textual information that is inscribed on a tangible medium or that is stored in an electronic or other medium that is retrievable in a perceivable form. Unless the context requires otherwise, the term (A) includes stored or transmitted electronic data, electronic transmissions, and reproductions of Writings; and (B) does not include sound or video recordings of speech other than transcriptions that are otherwise “Writings.”

10.7.2 As used in this Agreement:

(i) Terms defined in the singular have the corresponding meaning in the plural and vice versa.

(ii) All pronouns and any variations thereof contained herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Person or Persons may require.

(iii) The word "include" and its derivatives means "include without limitation."

(iv) References to Articles, Sections and Exhibits are to the specified Articles and Sections of, and Exhibits to, this Agreement unless the context otherwise requires. Each Exhibit to this Agreement is made a part of this Agreement for all purposes.

(v) References to statutes or regulations are to those statutes or regulations as currently amended and to the corresponding provisions as they may be amended or superseded in the future.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned Sole Member has duly executed this Agreement as of the day and year first above written.

SOLE MEMBER

BANK OF AMERICA, NATIONAL
ASSOCIATION

By: Maria I Barnes

Name: Maria Barnes

Title: Authorized Signatory

EXHIBIT A
TO BACDC LLC OPERATING AGREEMENT

See attached copy of Plan of Conversion.

**PLAN OF CONVERSION
OF
BANC OF AMERICA COMMUNITY DEVELOPMENT CORPORATION**

This Plan of Conversion (the "**Plan**") of Banc of America Community Development Corporation, a North Carolina for profit corporation (the "**Corporation**"), sets forth the following terms and conditions:

Section 1. Conversion. Upon the terms and subject to the conditions set forth in this Plan, at the Effective Date (as hereinafter defined), the Corporation shall be converted into and shall hereafter become and continue to exist as a single member North Carolina limited liability company under the name "Banc of America Community Development Company, LLC" ("**BACDC LLC**").

Section 2. Effective Date. The conversion described in Section 1 hereof (the "**Conversion**") shall become effective (the "**Effective Date**") on the effective date specified in the Articles of Organization Including Articles of Conversion (the "**Articles**") to be filed with the Secretary of State of North Carolina, which shall be in form substantially similar to the form attached hereto as **Exhibit A**.

Section 3. Effects of the Conversion.

A. The Conversion shall have all of the effects set forth in Chapter 57D, Article 9 section 23 of the North Carolina General Statutes.¹ In furtherance, and not in limitation, of the foregoing, on the Effective Date, all of the obligations of the Corporation as well as all of the rights, privileges and powers of the Corporation, and all property, real, personal and mixed, and all debts due to the Corporation or owed by the Corporation, and all franchises, licenses and permits held by the Corporation, as well as all other things and causes of action belonging to the Corporation, shall remain vested in BACDC LLC and shall be the property of BACDC LLC, and the title to any real property vested by deed or otherwise in the Corporation shall not revert or be in any way impaired.

B. For federal income tax purposes (i) the Conversion shall be treated as a liquidation of the Corporation under Section 332 of the Internal Revenue Code, (ii) as of the date that the Corporation and BANA approve the Plan, the Plan shall also be adopted and serve as the "plan of liquidation" of the Corporation (a wholly owned subsidiary of Bank of America, National Association ("**BANA**")) in complete redemption and cancellation of BANA's stock in the Corporation, in accordance with Section 332(b)(2) of the Internal Revenue Code, and (iii) all of the property of the Corporation shall be deemed to have been distributed to BANA as of the Effective Date.

¹ The primary provisions of the North Carolina General Statutes regarding conversion of a North Carolina for profit corporation into a North Carolina limited liability company are set forth in (i) North Carolina General Statutes Chapter 55, Article 11A, Part 2 and (ii) North Carolina General Statutes Chapter 57D, Article 9, Part 2.

Section 4. BACDC LLC Operating Agreement. On the Effective Date, (i) the Corporation shall be converted into BACDC LLC and (ii) the Corporation shall no longer exist as a North Carolina for profit corporation and, accordingly, the bylaws of the Corporation shall no longer be effective. In lieu of bylaws, BACDC LLC shall be governed by the operating agreement of BACDC LLC, which shall be in form and substance approved by BANA, the sole Member of BACDC LLC (the "**BACDC Operating Agreement**"). The BACDC LLC Operating Agreement shall be executed with an effective date as of the date that BACDC LLC becomes effective as a North Carolina limited liability company.

Section 5. Managers and Officers of BACDC LLC. As of the Effective Date the directors of the Corporation shall be appointed by Bank of America, National Association ("**BANA**") (in its capacities as the sole shareholder of the Corporation and the sole member of BACDC LLC) as non-member managers of BACDC LLC with such terms of office, duties, authority and responsibilities as set forth in the BACDC LLC Operating Agreement. BACDC LLC shall have officers with such terms of office, duties, authority and responsibilities as set forth in the BACDC LLC Operating Agreement.

Section 6. Conversion of the Corporation's Capital Stock. Immediately prior to the Effective Date, the Corporation shall have no class or series of capital stock outstanding other than the Corporation's common stock. On the Effective Date, by virtue of the Conversion and without any action on the part of (i) the Corporation, (ii) BACDC LLC, or (iii) any holder of (A) an interest in the Corporation's common stock or (B) a member interest in BACDC LLC; the shares of common stock of the Corporation, issued and outstanding immediately prior to the Effective Date all of which are held by BANA, shall be automatically converted into one hundred percent (100%) of the membership interests of BACDC LLC, all of which shall be held by BANA as the sole member of BACDC LLC.

Section 7. Termination. This Plan and the transactions contemplated hereby may be terminated by resolution of the Board of Directors of the Corporation at any time prior to the Effective Date.

Section 8. Effect of Termination. If this Plan is terminated pursuant to Section 7 hereof, this Plan shall become void and of no effect with no liability on the part of any party hereto.

Section 9. Amendment. This Plan and the transactions contemplated hereby may be amended by resolution of the Board of Directors of the Corporation at any time prior to the Effective Date.

Section 10. Governing Law. This Plan shall be governed by, enforced under, and construed in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule thereof.

Exhibit A
TO BACDC PLAN OF CONVERSION

See attached form of Articles of Organization Including Articles of Conversion

State of North Carolina
Department of the Secretary of State

**ARTICLES OF ORGANIZATION
INCLUDING ARTICLES OF CONVERSION**

Pursuant to §§ 57D-2-21, 57D-9-20 and 57D-9-22 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company pursuant to the conversion of another eligible entity.

1. The name of the limited liability company is: Banc of America Community Development Company, LLC
The limited liability company is being formed pursuant to a conversion of another business entity.
(See Item 1 of the Instructions for appropriate entity designation)
2. The name of the converting business entity is: Banc of America Community Development Corporation
and the organization and internal affairs of the converting business entity are governed by the laws of the
state or country of North Carolina

A plan of conversion has been approved by the converting business entity as required by law.

3. The converting business entity is a (check one): ☒ domestic corporation; ☐ foreign corporation;
☐ foreign limited liability company; ☐ domestic limited partnership;
☐ foreign limited partnership; ☐ domestic registered limited liability partnership;
☐ foreign limited liability partnership; ☐ professional corporation; or ☐ other partnership as defined in
G.S. 59-36, whether or not formed under the laws of North Carolina.

4. The mailing address of the converting entity prior to the conversion is:

Number and Street: 401 N Tryon Street, NC1-021-06-01
City: Charlotte State: NC Zip Code: 28255-0001 County: Mecklenburg

If different, the mailing address of the resulting business entity is:

Number and Street: _____
City: _____ State: _____ Zip Code: _____ County: _____

5. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both.) **Note: This document must be signed by all persons listed.**

Name: Robert L. Mendenhall

Address: c/o Holland & Knight, LLP, 101 S. Tryon St, Suite 3600, Charlotte, NC 28280

ORGANIZER of Banc of America Community Development Company, LLC

6. The name of the initial registered agent is: CT Corporation System
7. The street address and county of the initial registered office of the limited liability company is:
Number and Street: 160 Mine Lake Court, Suite 200
City: Raleigh State: NC Zip Code: 27615 County: Wake
8. The North Carolina mailing address, *if different from the street address*, of the initial registered office is
Number and Street: _____
City: _____ State: NC Zip Code: _____ County: _____
9. Principal Office Information: *Select either a or b.*
- a. ☒ The limited liability company has a principal office.
The principal office telephone number: (980) 387-0815
The street address and county of the principal office of the limited liability company is:
Number and Street: 214 North Tryon Street, NC1-027-20-05
City: Charlotte State: NC Zip Code: 28255-0001 County: Mecklenburg
- The mailing address, *if different from the street address*, of the principal office of the limited liability company is:
Number and Street: 401 North Tryon Street, NC1-021-06-01
City: Charlotte State: NC Zip Code: 28255-0001 County: Mecklenburg
- b. ☐ The limited liability company does not have a principal office.
10. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity are attached.
11. (Optional): Please provide a business e-mail address: _____
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future date is specified: To Be Effective on November 1, 2021

This is the _____ day of October, 2021.

(Optional: Business Entity Name)

Robert L. Mendenhall
Signature

Robert L. Mendenhall, Organizer

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #5 above.

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

EXHIBIT B
TO BACDC LLC OPERATING AGREEMENT

See attached copy of Articles of Organization Including Articles of Conversion.

State of North Carolina
Department of the Secretary of State

**ARTICLES OF ORGANIZATION
INCLUDING ARTICLES OF CONVERSION**

Pursuant to §§ 57D-2-21, 57D-9-20 and 57D-9-22 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company pursuant to the conversion of another eligible entity.

1. The name of the limited liability company is: Banc of America Community Development Company, LLC
The limited liability company is being formed pursuant to a conversion of another business entity.
(See Item 1 of the Instructions for appropriate entity designation)
2. The name of the converting business entity is: Banc of America Community Development Corporation
and the organization and internal affairs of the converting business entity are governed by the laws of the
state or country of North Carolina

A plan of conversion has been approved by the converting business entity as required by law.

3. The converting business entity is a (check one): ☒ domestic corporation; ☐ foreign corporation;
☐ foreign limited liability company; ☐ domestic limited partnership;
☐ foreign limited partnership; ☐ domestic registered limited liability partnership;
☐ foreign limited liability partnership; ☐ professional corporation; or ☐ other partnership as defined in
G.S. 59-36, whether or not formed under the laws of North Carolina.

4. The mailing address of the converting entity prior to the conversion is:
Number and Street: 401 N Tryon Street, NC1-021-06-01
City: Charlotte State: NC Zip Code: 28255-0001 County: Mecklenburg

If different, the mailing address of the resulting business entity is:

Number and Street: _____
City: _____ State: _____ Zip Code: _____ County: _____

5. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both.) Note: This document must be signed by all persons listed.

Name: Robert L. Mendenhall

Address: c/o Holland & Knight, LLP, 101 S. Tryon St, Suite 3600, Charlotte, NC 28280

ORGANIZER of Banc of America Community Development Company, LLC

6. The name of the initial registered agent is: CT Corporation System
7. The street address and county of the initial registered office of the limited liability company is:
Number and Street: 160 Mine Lake Court, Suite 200
City: Raleigh State: NC Zip Code: 27615 County: Wake
8. The North Carolina mailing address, *if different from the street address*, of the initial registered office is
Number and Street: _____
City: _____ State: NC Zip Code: _____ County: _____
9. Principal Office Information: *Select either a or b.*
- a. ☒ The limited liability company has a principal office.
The principal office telephone number: (980) 387-0815
The street address and county of the principal office of the limited liability company is:
Number and Street: 214 North Tryon Street, NC1-027-20-05
City: Charlotte State: NC Zip Code: 28255-0001 County: Mecklenburg
- The mailing address, *if different from the street address*, of the principal office of the limited liability company is:
Number and Street: 401 North Tryon Street, NC1-021-06-01
City: Charlotte State: NC Zip Code: 28255-0001 County: Mecklenburg
- b. ☐ The limited liability company does not have a principal office.
10. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity are attached.
11. (Optional): Please provide a business e-mail address: _____
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future date is specified: To Be Effective on November 1, 2021

This is the day of October, 2021.

(Optional: Business Entity Name)

Robert L Mendenhall

Signature

Robert L. Mendenhall, Organizer

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #5 above.

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

BANC OF AMERICA COMMUNITY DEVELOPMENT COMPANY, LLC

SECRETARY'S CERTIFICATE

The undersigned, SHARA GIBSON, the duly elected, qualified and acting Secretary of Banc of America Community Development Company, LLC, a limited liability company organized and existing under the laws of the State of North Carolina (herein, the "Company"), does hereby certify that:

1. The following individuals have been duly elected or appointed and have qualified as officers of the Company, and currently holds the titles set forth below:

<u>Name</u>	<u>Officer Title</u>
Tonja L. Adams	Senior Vice President
Jill Amero	Vice President
Luke Anderson	Vice President
Charmaine Atherton	Senior Vice President
John Baer	Vice President
Maria S. Barnes	Assistant Secretary
Maria Barry	Senior Vice President
Nathan A. Barth	Vice President – Annual Report
Iris Y. Bashein	Senior Vice President
Regina S. Bender	Senior Vice President
Kasia J. Blechschmidt	Senior Vice President
Judith L. Boswell	Senior Vice President
Amy Brusiloff	Senior Vice President
Sarah Burkett	Vice President
John-Paul Campbell	Vice President
Carolina Casper	Senior Vice President
Scott K. Catton	Senior Vice President
Michael E. Clarke	Senior Vice President
Franklin D. Cook	Senior Vice President
Shara Gibson	Secretary
Jennifer Gil Photopoulos	Vice President
Susan Valerie Greene	Senior Vice President
Brian Heide	President
Hidejah Z. Hopkins	Assistant Vice President
David M. Joyner	Senior Vice President
Milica Kazic-Andretta	Vice President
Michael Kramer	Senior Vice President
Daniel Letendre	Senior Vice President
Mary Margaret Licisyn	Vice President
Madison E. Marasca	Assistant Vice President
Melissa McCormack	Senior Vice President
Susan S. McDaniel	Vice President
James M. McNicholas, Jr.	Senior Vice President
James C. Monaghan	Vice President
Sylvia Monsivais	Senior Vice President
Karen L. Morin	Assistant Vice President
John Panno	Senior Vice President
Debra C. Parker	Senior Vice President

<u>Name</u>	<u>Officer Title</u>
Joni Pesta	Treasurer
Michael K. Petty	Senior Vice President
Chuong (Jack) Pham	Vice President
Paul R. Pitkyk	Credit Risk Management Executive
John M. Pool	Vice President
Eileen M. Pope	Senior Vice President
Elizabeth A. Pryor	Assistant Secretary
Karen L. Purcell	Senior Vice President
Frank Racaniello	Senior Vice President – Tax
Kelly M. Roberts	Vice President
Daniel J. Rolfe	Vice President
Binyamin Rosenbaum	Vice President
Ekaterina A. Shirley	Senior Vice President
Cassandra Silvernail	Senior Vice President
Joseph Siu	Senior Vice President
William Song	Senior Vice President
Christopher N. Sotir	Senior Vice President
Joseph B. Veneracion	Senior Vice President
Larry D. West	Senior Vice President
Carolyn Y. White	Vice President
Susan C. Winstead	Senior Vice President

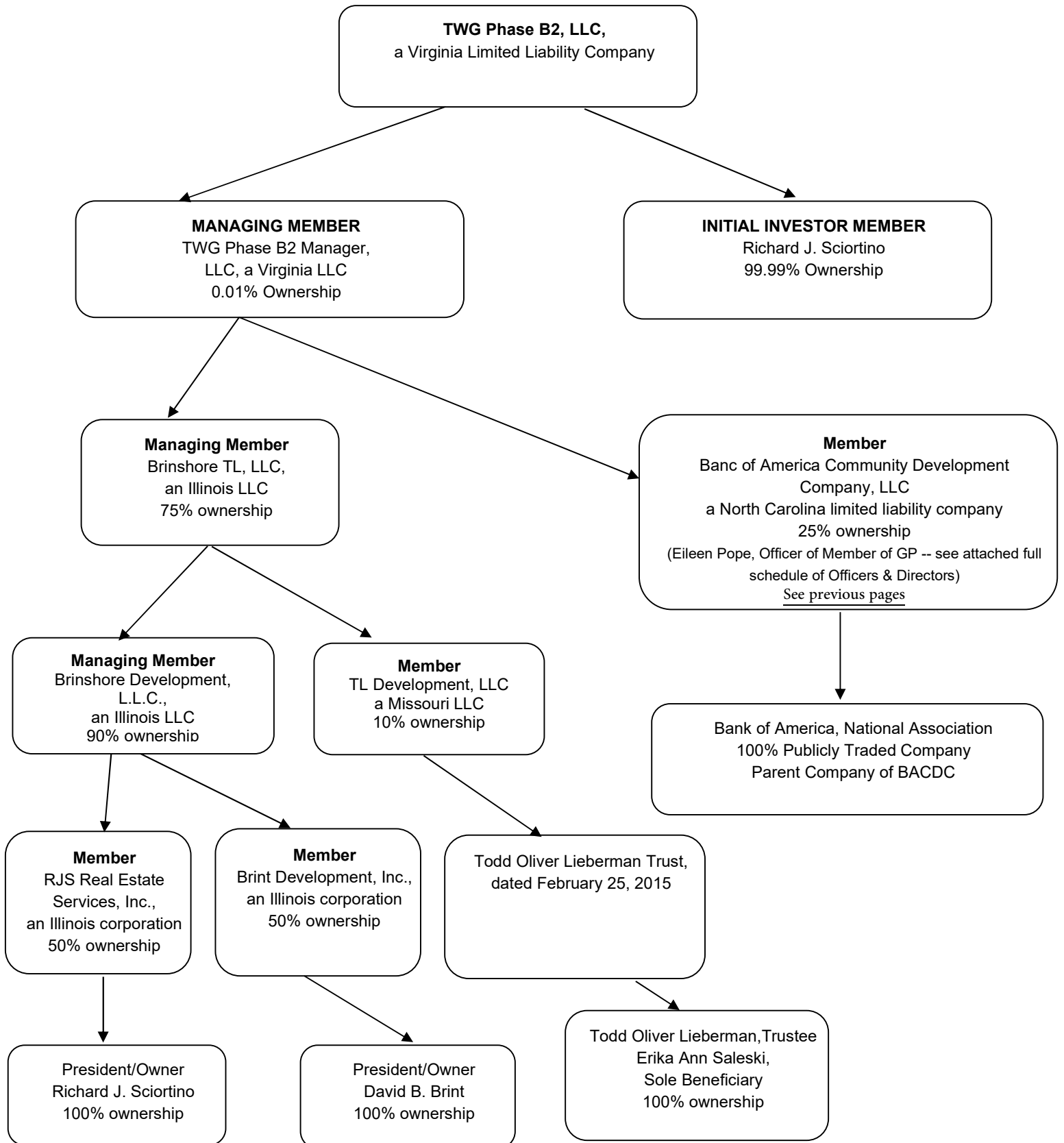
2. The following is a true and complete copy of an excerpt from the Operating Agreement of said Company, and the same is in full force and effect as of the date hereof.

Section 10.1 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, master agreements, swap agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies and other instruments or documents may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Company by the President, any Executive Vice President, any Senior Vice President, any Vice President, or any Assistant Vice President of the Company, or such other officers, employees or agents as the Board of Managers or any of such designated officers or individuals may direct. The provisions of this Section are supplementary to any other provision of these Bylaws.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this 15th day of March, 2023.


 Shara Gibson
 Secretary

TWG PHASE B2
PROPERTY OWNERSHIP STRUCTURE



TWG PHASE B2, LLC : ENTITY STRUCTURE

Principals

	<u>Phone</u>	<u>Position</u>	<u>% Ownership</u>
TWG PHASE B2 Manager, LLC			
Brinshore TL, LLC	(224) 927-5053	Managing Member	75
Banc of America Community Development Company, LLC	(980) 387-2727	Member	25
Brinshore TL, LLC			
	(224) 927-5053		
Brinshore Development, L.L.C.	(224) 927-5053	Managing Member	90
TL Development LLC	(224) 927-5061	Member	10
Brinshore Development LLC			
RJS Real Estate Services, Inc.	(224) 927-5053	Member	50
Brint Development, Inc	(224) 927-5052	Member	50
RJS Real Estate Services, Inc.			
	(224) 927-5053		
Richard J Sciortino	(224) 927-5053	President	100
Brint Development, Inc			
	(224) 927-5052		
David B Brint	(224) 927-5052	President	100
TL Development LLC			
	(224) 927-5061		
Todd Oliver Lieberman Trust dated February 25, 2015	(224) 927-5061	Sole Member	100
Todd Oliver Lieberman Trust dated February 25, 2015			
	(224) 927-5061		
Todd Oliver Lieberman	(224) 927-5061	Trustee	
Erika Ann Saleski	(224) 927-5061	Sole Beneficiary	
Richard J Sciortino, President of a member of managing member of managing member of managing member of TWG PHASE B2, LLC		0.75 *0.9*.50	33.75%
David B Brint		0.75*.90*.50	33.75%
Todd Lieberman		0.75*0.10	7.50%
		Subtotal:	75%
BACDC, Eileen M. Pope, SVP of Member of Managing Member		0.25	25.00%
		Total Ownership:	100.00%

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 20, 2023

This is to certify that the certificate of organization of

TWG Phase B2, LLC

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

Effective date: January 20, 2023



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: TWG Phase B2, LLC Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity

Locality: HENRICO COUNTY

RA Qualification: N/A

Name: Business Filings
Incorporated

Email Address: agent@bizfilings.com

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

Registered Office 4701 Cox Rd Ste 285, Glen
Address: Allen, VA, 23060 - 6808,
USA

Contact Number: N/A

Principal Office Address

Address: 1603 Orrington Ave Ste 450, Evanston, IL, 60201 - 3880, USA

Principal Information

Management Structure: Member-Managed

Signature Information

Date Signed: 01/20/2023

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Richard J. Sciortino	Richard J. Sciortino	Organizer

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, JANUARY 20, 2023

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

TWG Phase B2, LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective January 20, 2023.

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

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Jehmal T. Hudson", followed by a long horizontal flourish.

Jehmal T. Hudson
Commissioner



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

January 20, 2023

blanca r meneses
101 Arch Street, Suite 1101
Boston, MA, 02110

RECEIPT

RE: TWG Phase B2, LLC
ID: 11487907
FILING NO: 2301205407934
WORK ORDER NO: 202301203450778

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing articles of organization for a limited liability company with this office.

The effective date of the certificate of organization is January 20, 2023.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan
Clerk of the Commission

Delivery Method: Email

Tab C:

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

June 27, 2025

Michael McGovern
Brinshore Development, LLC
1603 Orrington Ave, Evanston, IL 60201

Re: Application Letter for TWG B2 – Norfolk, VA

Dear Michael:

Based upon our review of the proposed investment, USBCDC is pleased to submit this non-binding letter to accompany your LIHTC application for TWG B2 Apartments. We have invested in prior phases, and would be pleased to continue our support of future phases of housing in Norfolk, VA.

USBCDC would propose to invest **\$16,397.364**, which is based upon a price of **\$0.81** per federal tax credit dollar, and includes **\$409,009 in 45L equity**, and with the following pay-ins:

Equity Pay-In Schedule					
Project Milestone	Tax Credit Equity Installments				
	Date Achieved	Date Funded	Fed LIHTC	State HOTC	Percent
1 Closing	12/15/25	12/15/25	3,997,089	-	24.4%
2 100% Complete (Temporary CO)			-	-	
3 100% Complete (Permanent CO)	6/15/27	7/15/27	9,593,013	-	58.5%
4 Stabilization/Perm Loan Conversion	4/15/28	4/15/28	2,078,486	-	12.7%
5 45L-8908	5/15/28	5/15/28	409,009	-	2.5%
6 8609	5/15/28	5/15/28	319,767	-	2.0%
7 Operating Reserve Funding			-	-	
TOTAL			\$16,397,364	\$0	100.0%

The above assumes annual credit allocations for federal of **\$1,974,068** to the ILP to be supported by the eligible basis of the project.

If awarded, USBCDC will further evaluate the development budget, operating budget, and strength of the real estate. If USBCDC finds that any factor including but not limited to the above is unacceptable, the due diligence period shall end. This letter is subject to additional diligence, capacity, and review by our investment committee.

If we can assist in any way, do not hesitate to call or email.

Sincerely,

Tori O'Brien

Tori O'Brien
Affordable Housing Tax Credit Investments
U.S. Bancorp Community Development Corporation

Tab D:

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

This deal does not require
information behind this tab.

Tab E:

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

LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT ("Option"), made this 27th day of June, 2025, between NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia, hereinafter called "Lessor," and TWG PHASE B2, LLC, a Virginia limited liability company, hereinafter called "Lessee,"

WITNESSETH THAT:

WHEREAS, Lessor holds fee simple title to certain real estate located in the City of Norfolk, Virginia, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Lessee desires an option to ground lease from Lessor the Property and construct on the Property a multi-family apartment complex for persons of low or moderate income (the "Project"); and

WHEREAS, Lessor is willing to grant the option on the terms hereafter set forth; and

WHEREAS, the Lessee desires to obtain an allocation of federal low income housing tax credits ("Tax Credits") for the Project from Virginia Housing Development Authority ("VHDA"); and

WHEREAS, Lessor and Lessee enter into this Option to provide the Lessee with the right to ground lease the Property and to memorialize the terms on which the parties will enter into such Ground Lease.

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollars (\$100.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor hereby grants to Lessee the exclusive option and right to ground lease the Property, upon the following terms:

1. **Duration of Option:** This Option creates a binding contract requiring Lessor to ground lease the Property to Lessee in the event Lessee exercises the option during the period commencing on the date hereof and ending on June 30, 2026 (the "Option Period"). In the event the Lessee shall not have exercised the Option by June 30, 2026, this Option shall on that date then terminate. At all times during the Option Period, Lessee, its agents, contractors, engineers, surveyors, attorneys, representatives and employees shall have the right, at its sole cost and expense, at any time and from time to time to conduct such due diligence investigations as Lessee may deem appropriate and, in connection therewith, shall have the right to, enter into or upon the Property to conduct and make any and all studies, tests, examinations, inspections and investigations of or concerning the Property (including, without limitation, engineering studies, soil tests, surveys, including topographical surveys and environmental assessments) and to confirm any and all matters

which Lessee may desire to confirm with respect to the Property. Lessee agrees to hold harmless, protect, defend, and indemnify, and hereby releases Lessor, its employees, commissioners, agents and representatives from and against any and all claims, demands, causes of action, losses, liabilities, liens, encumbrances, costs, or expenses for property damage or bodily injury (including death) (collectively, "Liabilities") arising out of, connected with, or incidental to activities conducted on the Property by Lessee, its agents, representatives or contractors; provided, however, the preceding obligation of Lessee shall not apply to any Liabilities arising out of, connected with, or incidental to, in whole or in part, (1) pre-existing conditions of the Property, (2) the information generated by or from Lessee's due diligence investigations, to include, without limitation, response costs, regulatory action, tort claims, or diminution in the value of the Property, and/or (3) the negligent, reckless, or willful act(s) or omission(s) of Lessor. Lessee shall at its sole cost and expense, repair any damage to the Property resulting from Lessee's activities.

2. **Exercise of Option:** This Option may be exercised by Lessee's delivering to Lessor a written notice expressly exercising the Option before the expiration of the Option Period. Upon receipt of such notice, Lessor will prepare and present to Lessee a ground lease (the "Ground Lease"), so as to have such contract fully executed by both parties. The Ground Lease will have a term of eighty (80) years; provided, however, that if Lessee demonstrates that a term greater than eighty (80) years is required either (i) for tax reasons to ensure that any loans will be treated as bona fide loans to the Project and that there is sufficient eligible basis to produce the projected tax credits, or (ii) by the lenders or investors involved in the Project, then the term will be increased to the minimum duration required to satisfy (i) or (ii), as applicable, but in no event shall the term of the Ground Lease exceed ninety-nine (99) years. The Option is irrevocable for the duration of the Option Period. The Option will expire if the notice of exercise is not delivered to Lessor before the end of the Option Period. If the option is exercised, the consideration for the lease of the Property shall be the payment of rent under a ground lease to be agreed upon by Lessee and Lessor, as applicable.

3. **Option Payment:** Lessee has paid Lessor the sum of \$100.00 in consideration for this Option. Upon execution of a Ground Lease, the \$100.00 option money will be credited against the Lessee's first payment due under the Ground Lease. The option money shall be returned to Lessee if the failure to enter into a Ground Lease is not the choice or fault of the Lessee.

4. **Lessor's right during Option Period.** During the Option Period the Lessor shall have the right to use the Property, or permit any other person or entity to use the Property, for any purpose not inconsistent with the rights of Lessee hereunder. Lessor agrees that, at all times during the Option Period, it shall not use the Property, or allow the Property to be used, in any way that would further degrade the environmental condition of the Property or otherwise materially increase Lessee's cost to develop the Project. Lessor covenants and agrees that, until the expiration of the Option Period, Lessor will not lease, sell or convey the Property or any part thereof to any other party, unless expressly subject and subordinate to this Option, it being understood that Lessee shall have the exclusive rights to lease the Property from Lessor until the expiration of the Option Period or the Lessee's exercise of this Option.

5. **Terms of Ground Lease.** The parties agree that the following constitute the material terms to be included in the Ground Lease:

- a. The Ground Lease shall have a term of at least eighty (80) years and no more than ninety-nine (99) years, as set forth in Section 2 above.
- b. The commencement date of the Ground Lease shall be the earlier of (i) the date established by Lessee at the time of exercise of its Option hereunder, or (ii) June 30, 2026, upon which date Lessor shall deliver exclusive possession of the Property to Lessee.
- c. The rent for the Ground Lease shall be in the total amount of One Dollar and No/100 Dollars (\$1.00) per year.
- d. Lessor agrees to deliver the Property on the commencement date of the Ground Lease with good and marketable title, free of tenancies (other than as created by the Ground Lease) and free of monetary liens.
- e. Lessee shall own all buildings and other depreciable improvements (the "Improvements") constructed on the Property by Lessee, title to which shall automatically convey to the Lessor upon expiration or earlier termination of the Ground Lease.
- f. The Ground Lease shall contain such terms as may be required by VHDA and/or are customarily required by tax credit investors.
- g. The Ground Lease shall contain such terms as may be required to comply with Section 42 of the Internal Revenue Code, and such terms as are customarily required by commercial lenders providing financing where the payment obligation is secured by a leasehold interest

6. **Restrictive Covenants:** It is hereby specified that, as a part of the consideration for the Ground Lease of the subject property, the land will be ground leased expressly subject to certain covenants, restrictions, limitations and conditions, which will at the time of Ground Lease be imposed as covenants running with and binding upon the land, and which will provide generally as follows:

- a. The Property shall not be used for industrial purposes but shall be used for residential and commercial purposes only.
- b. There shall not be effected or executed any agreement, lease, covenant, conveyance or other instrument whereby the sale, lease or

occupancy of the Property is restricted upon the basis of race, creed, color, religion, sex, national origin, disability or familial status.

- c. The Lessee shall comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, or occupancy of the Property.
- d. The Lessee agrees on behalf of itself, its successors and assigns, not to discriminate upon the basis of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, rental, use or occupancy of the Property or any improvements thereon. This covenant being given for the benefit of the public, the United States is expressly recognized as a beneficiary thereof and is entitled to enforce it for its own benefit or that of the public.
- e. Unless prevented by Act of God or war, or some other cause beyond the reasonable control of Lessee, within thirty (30) days after closing on the construction financing, and within twenty-four (24) months after such closing there shall be completed on said Property, certain improvements, with appropriate landscaping.
- f. No sign or fence shall be permitted on or within the perimeter of the Property without first obtaining the written permission of the City of Norfolk Planning Department.
- g. The construction of, and finishes to, and amenities available to each residential unit in the Project shall be of the same quality.
- h. The pervious areas of the Project shall be maintained in good order and repair in accordance with approved plans for the Project. Upon default of such maintenance or upkeep, Lessee, and its successors and assigns, agree that the necessary maintenance and upkeep may be done by Lessor at the expense of Lessee, or his successors and assigns, from time to time and in keeping with this covenant.
- i. Parking areas, driveways and other vehicular access ways will be hard-surfaced with material of concrete, bituminous or similar composition.
- j. The Lessee agrees, on behalf of itself, its successors and assigns, that all buildings located on the Property and their appurtenant premises will be maintained in a sound condition and neat appearance.

Necessary repairs, maintenance and upkeep will be performed so as to preserve the attractive appearance, the physical integrity and the sanitary and safe condition of the buildings. Upon default in such repairs, maintenance or upkeep, Lessee, and its successors and assigns, agree that the necessary repairs, maintenance and upkeep may be done by Lessor at the expense of Lessee, or its successors and assigns, from time to time and in keeping with this covenant.

- k. Gas, electric and other utility services shall be underground to the buildings from the main distribution unless otherwise approved by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. No utility line or connection to any utility line at or above ground level shall be permitted unless otherwise approved by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed.
- l. Any service area, facility or equipment located on that side of a building or building site which is adjacent to a public right-of-way is to be enclosed or otherwise screened from view.
- m. Provision for off-street parking space for motor vehicles shall be in accordance with the zoning ordinances of the City of Norfolk or any conditional use permit related to the Property.
- n. All exterior walls shall be constructed as shown in the zoning proffers and/or the site plan for the Property.
- o. Except for the landscaping, improvements and structures shown on the zoning proffers and/or site plan for the Property, and for changes to the landscaping improvements and structures required by applicable zoning laws, all of which are deemed to be approved by Lessor, no landscaping, improvements or structures, whether temporary or permanent in nature, shall be constructed, commenced or erected on the Property unless and until the plans, working drawings, specifications and materials therefor have been approved in writing by the Lessor, which approval shall not unreasonably withheld, conditioned or delayed.
- p. Covenants a, e, f, g, h, i, j, k, l, m, n and o above shall expire forty (40) years after the date of the Ground Lease. Notwithstanding the provisions of this section 6, the Lessee shall not be deemed to be in violation of the foregoing covenants by reserving units within the Project for persons with disabilities or denying a request for an

accommodation, modification, or alteration in accordance with applicable law.

7. **Notices:** Any notice, demand or request by either party hereto to the other shall be deemed to be given if and when posted in the U.S. Mails by registered mail, postage prepaid, addressed as follows:

If to Lessor:

Norfolk Redevelopment and Housing Authority
555 E. Main Street
Norfolk, Virginia 23510
Attn: Nathan F. Simms, Jr.

If to Lessee:

TWG Phase B2, LLC,
c/o Brinshore Development, L.L.C.
1603 Orrington Avenue, Suite 450
Evanston, IL 60201

8. **Assignment of Option:** This Option is not freely assignable. Lessee may assign the Option only to a subsidiary or affiliate of Lessee, and then only **a)** upon giving written notice to the Lessor, **b)** upon obtaining Lessor's written consent to the assignment, **and c)** provided that Assignee shall retain underlying responsibility for performing the obligations of the Lessee.

9. **Recordation of Option:** This Option or a memorandum of the terms hereof may be recorded by the Lessor or the Lessee in the land records of the City of Norfolk.

10. **Applicable Law:** The interpretation and enforcement of this Option and any similar contracts entered into between Lessee and Lessor shall be governed by the laws of the Commonwealth of Virginia.

(Signatures Begin on Following Page)

WITNESS the following signatures and seals on the day and year first above written.

LESSOR:

**NORFOLK REDEVELOPMENT
AND HOUSING AUTHORITY,**

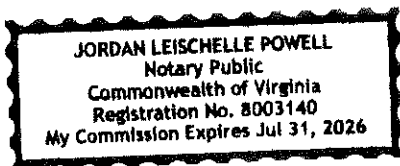
a political subdivision of the Commonwealth
of Virginia

By *Demetria Johnson* ^{Deputy Executive Director}
Name: Nathan F. Simms, Jr. *Nathan Simms, Jr.*
Title: Executive Director

**COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:**

I, JORDAN L. POWELL, a Notary Public in and for the City aforesaid, in
the Commonwealth of Virginia, whose commission expires on the 31 day of
JULY, 2026, do hereby certify that Nathan F. Simms, Jr., Executive Director of
Norfolk Redevelopment and Housing Authority, whose name is signed as such to the foregoing
writing bearing date of the 27 day of JUNE, 2025, has acknowledged the same before me in
my City and State.

Given under my hand this 27 day of JUNE, 2025.



Jordan L. Powell
Notary Public

LESSEE:

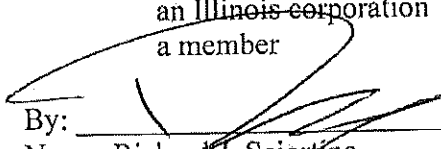
TWG PHASE B2, LLC,
a Virginia limited liability company

By: TWG Phase B2 Manager, LLC,
a Virginia limited liability company,
its managing member

By: Brinshore TL, LLC,
an Illinois limited liability company,
its managing member

By: Brinshore Development, L.L.C.
an Illinois limited liability company,
its managing member

By: RJS Real Estate Services, Inc.
an Illinois corporation
a member

By: 
Name: Richard J. Sciortino
Title: President

STATE/Commonwealth of Illinois,
CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me Yulia Tokarev this 26th of June, 2025, by Richard J. Sciortino, the President of RJS Real Estate Services, Inc., an Illinois corporation, a member of Brinshore Development, L.L.C., an Illinois limited liability company, the managing member of Brinshore TL, LLC, an Illinois limited liability company, the managing member of TWG Phase B2 Manager, LLC, a Virginia limited liability company, the managing member of TWG Phase B2, LLC, a Virginia limited liability company.

Yulia Tokarev
Notary Public

Registration No.: 879007
My Commission Expires: 9/16/26

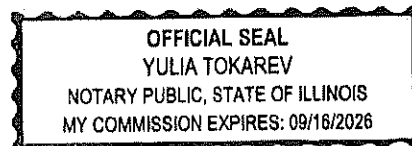


EXHIBIT A

Legal Description

PARCEL ONE

ALL THAT certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia and designated as Block 3B, as shown on the plat entitled "Subdivision Plat of Block "E" (M.B. 16, P. 69)" made by Timmons Group, dated November 19, 2024 and recorded December 10, 2024 in the Clerk's Office of the Circuit Court of the Cit of Norfolk, Virginia in Instrument No. 240021331.

PARCEL TWO

ALL THAT certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia and designated as Block 11, as shown on the plat entitled "Subdivision Plat of Block "F, Block "G" and Block "J" (M.B. 16, P. 69) and Block 11A (Instrument #230013593) made by Timmons Group, dated December 10, 2024 and recorded January 2, 2025 in the Clerk's Office of the Circuit Court of the Cit of Norfolk, Virginia in Instrument No. 250000275.



810 Union Street, Room 402
Norfolk, Virginia 23510
(757) 664-4732

June 4, 2025

Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220

ATTN: JD Bondurant

RE: 1101 Mariner (Block 3B), Acct#: 7272-1102
1001 E Freemason (Block 11), Acct#: 7279-6428

Greetings,

The assessed valuation of 1101 Mariner (Block 3B) for the 2025/2026 tax year will be \$662,600. The assessed valuation for 1001 E Freemason (Block 11) for the 2025/2026 tax year will be \$996,900. These assessments are based upon current market conditions, zoning, and the highest and best use of the property as of the date of this letter. Future assessments of Blocks 3B and 11 may vary depending on market conditions, legal restrictions, highest and best use considerations, etc. as of future assessment dates.

Please let me know if you have further questions.

Sincerely,

W.A. (Pete) Rodda, CAE, RES
Real Estate Assessor

Tax Account: 72721102

1101 MARINER STREET

Total Value
\$662,600

No Photo Available



REAL ESTATE

PROPERTY DETAIL

Account Number	72721102	GPIN	1437255366
Parent Account	72721100	Neighborhood	200690
Owner Name	Nrha	Property Address	1101 MARINER STREET
Property Use	NRHA Vacant Land	Building(s)	-
Plate	0736	House Plate Number	2
Mailing Address	Po Box 968 Norfolk VA 23501-0968	Legal Description	Block 3b
Parcel Approximate Area (Sq Ft)	66,256 sqft	Parcel Approximate Acreage	1.5210 acres

Account Number	72721102	GPIN	1437255366
Parent Account	72721100	Neighborhood	200690
Owner Name	Nrha	Property Address	1101 MARINER STREET
Property Use	NRHA Vacant Land	Building(s)	-
Plate	0736	House Plate Number	5
Mailing Address	Po Box 968 Norfolk VA 23501-0968	Legal Description	Block 3b
Parcel Approximate Area (Sq Ft)	66,256 sqft	Parcel Approximate Acreage	1.5210 acres

RESIDENTIAL PROPERTY

BUILDING - -

Building Type	-		
Number of Stories	-		
Year Built	-	Construction Quality	No Info
Finished Living Area	-	Bedrooms	-
Full Baths	-	Half Baths	-
Fireplaces	No	Heating	-
Cooling	-	Foundation	No Info
Attic	No Attic	Attic Area	0 sqft
Interior Wall	-	Exterior Cover	-
Roof Style	-	Roof Cover	-
Framing	-	Framing Class	-
Basement Finished Area	0 sqft		
Attached Garage Area	-	Detached Garage Area	-

No Photo Available



ADDITIONAL PROPERTY INFORMATION

Bathhouse	No	Boat Dock	No	Boat House	No
Boat Lift	No	Boat Piling	No	Boat Slip	No
Bulkhead	No	Carport	No	Enclosed Porch	No
Gazebo	No	Greenhouse	No	Hotub	No
Irrigation System	No	Open Porch	No	Patio	No
Riprap	No	Sauna	No	Shed	No
Solarium	No	Wood Deck	No	Workshop	No
Tennis Court	No	Stormwater BMP	No	# of Stormwater BMPs	0

For additional information regarding the Best Management Practice (BMP) on your property, please contact the Division of Environmental Storm Water Management at (757) 823-4010. <https://www.norfolk.gov/5182/Stormwater-Management-BMPs>

SALES / VALUE HISTORY

SALES HISTORY

OWNER	TRANSFER DATE	SALE PRICE	TYPE	DEED REFERENCE
-	-	-	-	-

ASSESSMENT HISTORY

EFFECTIVE DATE	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
07/01/2025	\$662,600	\$0	\$662,600
-	-	-	-

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT AREAS

Downtown Arts and Cultural District	-
Enterprise Zone	-
HUB Zone Name	TIDEWATER GARDENS
Opportunity Zone Name	TIDEWATER GARDENS
Technology Zone	-
Tourism Zone Name	-

For more information, please visit the Economic Development website <https://norfolkdevelopment.com/>
Phone: 757-664-4338

MUNICIPAL SERVICES

Street Sweeping	3RD WEDNESDAY	Trash Pick Up Day	Tuesday
Trash Route Section	120	Trash Route Number	123
Recycle Day	Tuesday / Week Two - Next Date: June 03, 2025		
Nearest Recreation Facility	Vivian C Mason Center		
Recreation Facility Address	700 E Olney Road	Recreation Phone Number	757-441-1035
Nearest Park	Ruffner Middle School		
Park Address	610 May Avenue		
Nearest Library	SLOVER LIBRARY		
Stormwater Shed	08	Stormwater Basin	F15637

SCHOOLS

Elementary School

PB Young (PK-2) / Ruffner Academy (3-5)

Address: 543 E Olney Road / 610 May Avenue
Phone: (757) 670-3945

School Website

Middle School

Ruffner Academy

Address: 610 May Avenue
Phone: (757) 628-2466

School Website

High School

Booker T. Washington High School

Address: 1111 Park Avenue
Phone: (757) 628-3575

School Website

PLANNING

HUB Zone	TIDEWATER GARDENS	Enterprise Zone	NA
Neighborhood Service Area	2		
Census Tract Number	48		
Census Block Number	1008		
Planning District Name	PD 65 - TIDEWATER-YOUNG PARK	Planning District Number	65
GEM Property	No		

ZONING

Zone(s)	D-SP		
Overlay District(s)*	Coastal Resilience Overlay		
Conditional Use Permit(s)	49021		
Conditional Zone(s)			
CBPA Resource Protection Area	No		
CBPA Intensely Developed Area	No		
Historic District Name	NA	Historic District Type	NA
Historic Data			
Character District	Traditional		

*Properties that fall within the Coastal Resilience Overlay district also fall within the [FPCH-O: Flood Plain/ Coastal Hazard Overlay district](#)
Zoning data is for informational purposes only.
For zoning questions and official zoning interpretations, contact:
Department of Planning & Community Development at 757-664-4752 or
[Click Here](#) to send an email

**Properties within a Historic Zone (starts with HC), within a Historic Overlay District (HO, will state “Overlay” in the name), or designated as a Norfolk Historic Landmark (this is a zoning overlay for a single property) require a Certificate of Appropriateness (COA) for all exterior alterations visible from the public right-of-way, new construction, and often demolition. Information on the COA process is available in the Historic Districts Brochure—COA:
[Historic Districts Brochure](#)

FLOOD AWARENESS

Flood Zone	AE (High Risk), X (Low to Moderate), X (Shaded)
Evacuation Zone	A
Flood Insurance Rate Map Panel/Suffix	5101040057H
Flood Quad	36076-G3
Overlay District(s)*	Coastal Resilience Overlay

*Properties that fall within the [Coastal Resilience Overlay district](#) also fall within the [FPCH-O: Flood Plain/ Coastal Hazard Overlay district](#)

Flood Zone Data

Flood zone data is for informational purposes only.

- NFIP Community No.:* 510104
- NFIP County Name / State:* (independent city) / VA
- FIRM Index Effective Date:* 2/17/2017
- FIRM Panel Effective/Revised Date:* 2/17/2017
- Source of the Base Flood Elevation (BFE) data or base flood depth:* Flood Insurance Rate Map
- Elevation Datum used for BFE:* NAVD 1988
- Coastal Barrier Resource System (CBRS) or Otherwise Protected Area (OPA):* No

Coastal Floodplain District (LiMWA) Information

Contact Information

For flood zoning questions and official zoning interpretations, contact the Department of Planning & Community Development at 757-664-4752 or **Click Here** to send an email

Website

For information about Norfolk's resilience strategy concerning sea level rise and recurrent flooding, visit the Office of Resilience website:
<https://www.norfolk.gov/3612/Office-of-Resilience>

PUBLIC SAFETY

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	126 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	-
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	128 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	-
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	136 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	-
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	148 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	-
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	155 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	-

Evacuation Zone	A		
Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	207 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	=
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	71 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	=
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	90 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	=
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	94 ft	Fire & Rescue First Responder	STATION 01
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	136	Sector Name	1st Blue
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	=
Evacuation Zone	A		

Please note that Districts have been updated based on the 2020 census. Your District may be different in upcoming elections. Please visit the [Future Election District Dashboard](#) to view your new district.

Polling

Precinct Number/Name: 411/Ruffner Academy

Polling Location: Ruffner Academy

Polling Address: 610 May Avenue

Ward/Superward

Ward / Representative: 4 / John E. "JP" Paige

Website: [Go to Website](#)

Superward/Representative: 7 / Carlos J Clanton

Website: [Go to Website](#)

VA House of Delegates

District / Representative: 92 / Bonita Anthony

Phone Number: 757-204-5492

Email:

Website: [Go to Website](#)

VA Senate

District / Representative: 21 / Angelia Williams Graves

Phone Number: 757-524-4941

Email:

Website: [Go to Website](#)

US House of Representatives

District / Representative: 3 / Robert C Scott

Phone Number: (202) 225-8351

Website: [Go to Website](#)

Civic League

Civic League: Tidewater Gardens

President: Michelle Cook

Email: tidewatergardens1016@yahoo.com

Meeting Location: Hunton YMCA

Meeting Time / Frequency: unknown / 2nd Monday

Website: [Go to Website](#)

School Board

Super Ward School Board Member: Alfreda A Thomas

Website: [Go to Website](#)

Ward School Board Member: Tiffany Moore-Buffaloe

Website: [Go to Website](#)

For more information, contact the City of Norfolk Office of Elections
Phone: 757-664-4353
Hours: Monday through Friday 8:30 a.m. to 5:00 p.m.
<https://www.norfolk.gov/706/Office-of-Elections>

BUILDING PERMITS

The Building Permits list is limited to a maximum of 10 items displayed.
For more Building Permits information, please visit:
[NorfolkOpenData](#)

No building permits to display.

CODE ENFORCEMENT CASES

No code enforcements to display.

SPECIAL PROGRAMS

No special programs to display.

City of Norfolk - NORFOLK AIR

Tax Account: 72796428

Total Value

REAL ESTATE

PROPERTY DETAIL

Account Number	72796428
GPIN	1437254805
Parent Account	72796410
Neighborhood	200690
Owner Name	Nrha
Property Address	-
Property Use	NRHA Vacant Land
Building(s)	-
Plate	0743
House Plate Number	5
Mailing Address	Po Box 968 Norfolk VA 23501-0968
Legal Description	Block 11
Parcel Approximate Area (Sq Ft)	105,950 sqft
Parcel Approximate Acreage	2.4323 acres

RESIDENTIAL PROPERTY

BUILDING - -

Building Type	-		
Number of Stories	-	Year Built	-
Construction Quality	No Info	Finished Living Area	-
Bedrooms	-	Full Baths	-
Half Baths	-	Fireplaces	No
Heating	-	Cooling	-
Foundation	No Info	Attic	No Attic
Attic Area	0 sqft	Interior Wall	-
Exterior Cover	-	Roof Style	-
Roof Cover	-	Framing	-
Framing Class	-	Basement Finished Area	0 sqft
Attached Garage Area	-	Detached Garage Area	-

No Photo Available



ADDITIONAL PROPERTY INFORMATION

Bathhouse	No	Boat Dock	No	Boat House	No
Boat Lift	No	Boat Piling	No	Boat Slip	No
Bulkhead	No	Carport	No	Enclosed Porch	No
Gazebo	No	Greenhouse	No	Hotub	No
Irrigation System	No	Open Porch	No	Patio	No
Riprap	No	Sauna	No	Shed	No
Solarium	No	Wood Deck	No	Workshop	No
Tennis Court	No				
Stormwater BMP	No				
# of Stormwater BMPs	0				

For additional information regarding the Best Management Practice (BMP) on your property, please contact the Division of Environmental Storm Water Management at (757) 823-4010. <https://www.norfolk.gov/5182/Stormwater-Management-BMPs>

SALES / VALUE HISTORY

SALES HISTORY

OWNER	TRANSFER DATE	SALE PRICE	TYPE	DEED REFERENCE
-	-	-	-	-

ASSESSMENT HISTORY

EFFECTIVE DATE	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
-	-	-	-

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT AREAS

Downtown Arts and Cultural District	=
Enterprise Zone	=
HUB Zone Name	TIDEWATER GARDENS
Opportunity Zone Name	TIDEWATER GARDENS
Technology Zone	=
Tourism Zone Name	=

For more information, please visit the Economic Development website <https://norfolkdevelopment.com/>
Phone: 757-664-4338

MUNICIPAL SERVICES

Street Sweeping	3RD WEDNESDAY
Trash Pick Up Day	Tuesday
Trash Route Section	120
Trash Route Number	123
Recycle Day	Tuesday / Week Two - Next Date: June 03, 2025
Nearest Recreation Facility	Vivian C Mason Center
Recreation Facility Address	700 E Olney Road
Recreation Phone Number	757-441-1035
Nearest Park	Tidewater Park Elementary School
Park Address	1045 E Brambleton Avenue
Nearest Library	SLOVER LIBRARY
Stormwater Shed	,08
Stormwater Basin	,F15636,F15669,F15681,F15682,F15801,F15802,F15804

SCHOOLS

Elementary School

PB Young (PK-2) / Ruffner Academy (3-5)
Address: 543 E Olney Road / 610 May Avenue
Phone: (757) 670-3945

School Website

Middle School

Ruffner Academy
Address: 610 May Avenue
Phone: (757) 628-2466

School Website

High School

Booker T. Washington High School
Address: 1111 Park Avenue
Phone: (757) 628-3575

School Website

PLANNING

HUB Zone	TIDEWATER GARDENS
Enterprise Zone	NA
Neighborhood Service Area	2
Census Tract Number	48
Census Block Number	1014
Planning District Name	PD 65 - TIDEWATER-YOUNG PARK
Planning District Number	65
GEM Property	No

ZONING

Zone(s)	D-SP		
Overlay District(s)*	Coastal Resilience Overlay		
Conditional Use Permit(s)	49025		
Conditional Zone(s)			
CBPA Resource Protection Area	No		
CBPA Intensely Developed Area	No		
Historic District Name	NA	Historic District Type	NA
Historic Data			
Character District	Traditional		

*Properties that fall within the Coastal Resilience Overlay district also fall within the [FPCH-O: Flood Plain/ Coastal Hazard Overlay district](#)
Zoning data is for informational purposes only.
For zoning questions and official zoning interpretations, contact:
Department of Planning & Community Development at 757-664-4752 or [Click Here](#) to send an email

**Properties within a Historic Zone (starts with HC), within a Historic Overlay District (HO, will state “Overlay” in the name), or designated as a Norfolk Historic Landmark (this is a zoning overlay for a single property) require a Certificate of Appropriateness (COA) for all exterior alterations visible from the public right-of-way, new construction, and often demolition. Information on the COA process is available in the Historic Districts Brochure—COA: [Historic Districts Brochure](#)

FLOOD AWARENESS

Flood Zone	AE (High Risk) , X (Low to Moderate) , X (Shaded) .
Evacuation Zone	A
Flood Insurance Rate Map Panel/Suffix	5101040057H
Flood Quad	36076-G3
Overlay District(s)*	Coastal Resilience Overlay

*Properties that fall within the [Coastal Resilience Overlay district](#) also fall within the [FPCH-O: Flood Plain/ Coastal Hazard Overlay district](#)

Flood Zone Data

Flood zone data is for informational purposes only.

- NFIP Community No.:* 510104
- NFIP County Name / State:* (independent city) / VA
- FIRM Index Effective Date:* 2/17/2017
- FIRM Panel Effective/Revised Date:* 2/17/2017
- Source of the Base Flood Elevation (BFE) data or base flood depth:* Flood Insurance Rate Map
- Elevation Datum used for BFE:* NAVD 1988
- Coastal Barrier Resource System (CBRS) or Otherwise Protected Area (OPA):* No

Coastal Floodplain District (LiMWA) Information

Contact Information

For flood zoning questions and official zoning interpretations, contact the Department of Planning & Community Development at 757-664-4752 or **Click Here** to send an email

Website

For information about Norfolk's resilience strategy concerning sea level rise and recurrent flooding, visit the Office of Resilience website:
<https://www.norfolk.gov/3612/Office-of-Resilience>

PUBLIC SAFETY

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	120 ft		
Fire & Rescue First Responder	STATION 01		
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-		
Police Precinct	1		
Police Car District	136		
Sector Name	1st Blue		
Airport Average Sound Level (dB)	0		
Airport Accident Potential Zone	=		
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	132 ft		
Fire & Rescue First Responder	STATION 01		
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-		
Police Precinct	1		
Police Car District	136		
Sector Name	1st Blue		
Airport Average Sound Level (dB)	0		
Airport Accident Potential Zone	=		
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	143 ft		
Fire & Rescue First Responder	STATION 01		
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-		
Police Precinct	1		
Police Car District	136		
Sector Name	1st Blue		
Airport Average Sound Level (dB)	0		
Airport Accident Potential Zone	=		
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	188 ft		
Fire & Rescue First Responder	STATION 01		
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-		
Police Precinct	1		
Police Car District	136		
Sector Name	1st Blue		
Airport Average Sound Level (dB)	0		
Airport Accident Potential Zone	=		
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	231 ft		
Fire & Rescue First Responder	STATION 01		
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-		
Police Precinct	1		
Police Car District	136		
Sector Name	1st Blue		
Airport Average Sound Level (dB)	0		
Airport Accident Potential Zone	=		
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	40 ft		
Fire & Rescue First Responder	STATION 01		
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-		
Police Precinct	1		
Police Car District	136		
Sector Name	1st Blue		
Airport Average Sound Level (dB)	0		
Airport Accident Potential Zone	=		
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	44 ft		
Fire & Rescue First Responder	STATION 01		
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-		
Police Precinct	1		
Police Car District	136		
Sector Name	1st Blue		
Airport Average Sound Level (dB)	0		
Airport Accident Potential Zone	=		
Evacuation Zone	A		

Dominion Power Grid Panel	N0516A		
Approximate Distance to Nearest Fire Hydrant (Ft)	55 ft		
Fire & Rescue First Responder	STATION 01		
Fire Demand Zone	416		
Concurrent Police Jurisdiction	-		
Police Precinct	1		
Police Car District	136		
Sector Name	1st Blue		
Airport Average Sound Level (dB)	0		
Airport Accident Potential Zone	=		
Evacuation Zone	A		

CIVIC

Please note that Districts have been updated based on the 2020 census. Your District may be different in upcoming elections. Please visit the [Future Election District Dashboard](#) to view your new district.

Polling

Precinct Number/Name: 411/Ruffner Academy
Polling Location: Ruffner Academy
Polling Address: 610 May Avenue

Ward/Superward

Ward / Representative: 4 / John E. "JP" Paige
Website: [Go to Website](#)
Superward/Representative: 7 / Carlos J Clanton
Website: [Go to Website](#)

VA House of Delegates

District / Representative: 92 / Bonita Anthony
Phone Number: 757-204-5492
Email:
Website: [Go to Website](#)

VA Senate

District / Representative: 21 / Angelia Williams Graves
Phone Number: 757-524-4941
Email:
Website: [Go to Website](#)

US House of Representatives

District / Representative: 3 / Robert C Scott
Phone Number: (202) 225-8351
Website: [Go to Website](#)

Civic League

Civic League: Tidewater Gardens
President: Michelle Cook
Email: tidewatergardens1016@yahoo.com
Meeting Location: Hunton YMCA
Meeting Time / Frequency: unknown / 2nd Monday
Website: [Go to Website](#)

School Board

Super Ward School Board Member: Alfreda A Thomas
Website: [Go to Website](#)

Ward School Board Member: Tiffany Moore-Buffaloe
Website: [Go to Website](#)

For more information, contact the City of Norfolk Office of Elections
Phone: 757-664-4353
Hours: Monday through Friday 8:30 a.m. to 5:00 p.m.
<https://www.norfolk.gov/706/Office-of-Elections>

BUILDING PERMITS

The Building Permits list is limited to a maximum of 10 items displayed.
For more Building Permits information, please visit:
[NorfolkOpenData](#)

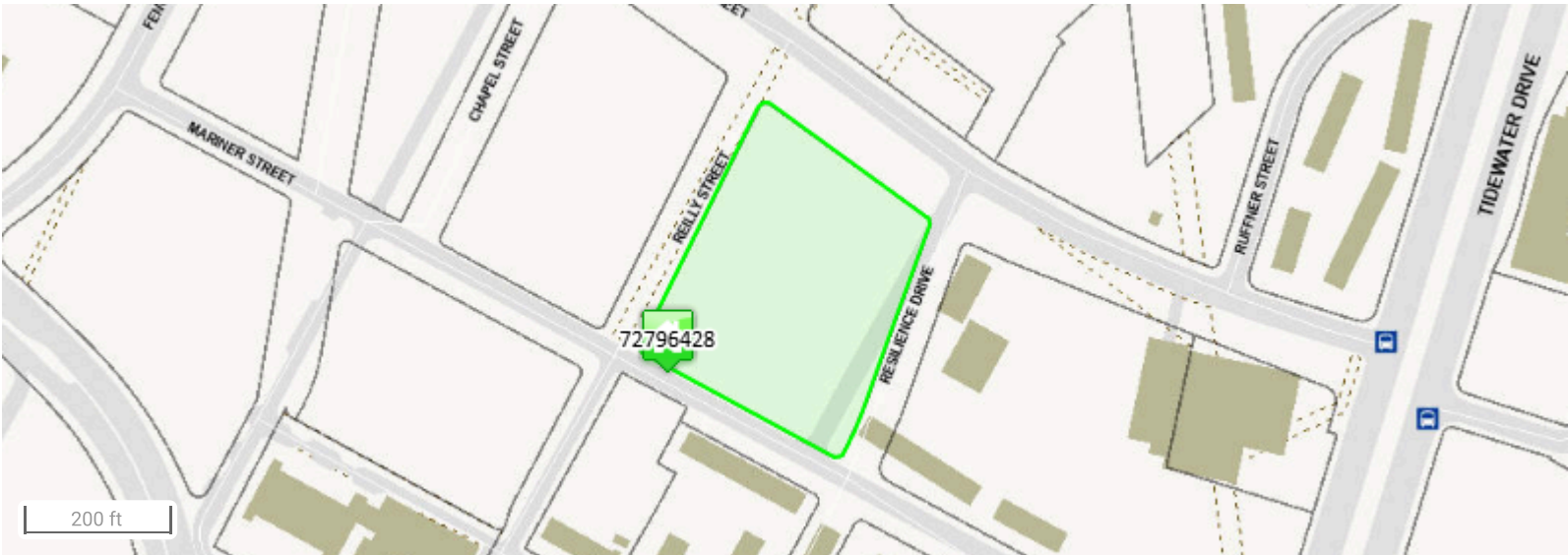
No building permits to display.

CODE ENFORCEMENT CASES

No code enforcements to display.

SPECIAL PROGRAMS

No special programs to display.



No Photo Available



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.

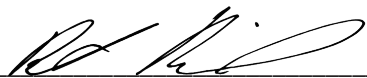
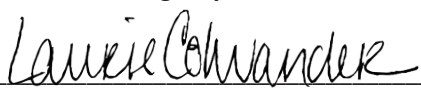
- ☒ **New Construction** – EnergyStar Certification
The development's design meets the criteria for the EnergyStar Certification. Rater understands that before issuance of IRS Form 8609, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- ☐ **Rehabilitation** – 30% performance 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*****

 RESNET Rater Signature	Benoit Rivard Printed Name	6/6/2025 Date
Southern Energy Management RESNET Provider Agency	Laurie Colwander Provider Contact Name	
 Contact Signature	laurie@southern-energy.com Email	919-538-7837 Phone

6/6/2025

Energy Model & Green Program Assumptions Disclosure

Southern Energy Management has built energy models for the following project:

- **Tidewater Gardens B2**

The energy models follow the *ANSI/RESNET/ICC 301-2019 Standard for the Calculation and Labeling of the Energy Performance of Dwelling and Sleeping Units using an Energy Rating Index*.

The inputs in the energy models that are used to demonstrate preliminary compliance with the Virginia QAP standards are based upon the minimum requirements for Energy Star, as well as the initial plans provided (if applicable) to Southern Energy Management. If plans were provided, they were assumed to be the latest version and a representation of what will be constructed on site.

Unless otherwise indicated, building envelope performance values are assumed to be code minimum for the applicable jurisdiction and are also subject to change after on-site testing is performed. Initial files sent to the project team may indicate a variation in unit square footage values than what is provided to SEM on the preliminary plans. This difference can be attributed to the differing protocols for measuring units between the architect and the residential modeler. If square footage below is the same as the values listed on the plans, note that once measured for the final energy model the square footage utilized may vary.

Southern Energy Management does not guarantee nor attest compliance with the applicable QAP requirements based on these preliminary models or plan set(s) as our review is based on ENERGY STAR for Multifamily New Construction V1.1 compliance and green program (Enterprise Green Communities) qualification. All inputs listed in the following Building File Reports are subject to change with any alterations or modifications in the construction documents plan set as well as differences observed during on-site inspections.

As Modeled Unit Type(s)*

**Plans used to generate these scores are preliminary and may not be representative of the final design.*

Number of Bedrooms	Square Footage	Average HERS
1 bedroom	652	64

2 bedroom	1,235	62
3 bedroom	1,523	63
4 bedroom	1,830	60
5 bedroom	2,061	61

About Southern Energy Management

Southern Energy Management (SEM) is a HERS rater training provider that has been committed to improving the way people create, consume, and conserve energy since 2001. We are a team of over 180 building performance and solar experts who believe what you do is important, and how you do it matters just as much. SEM provides consultations, inspections, testing and third party verification for multifamily & commercial green building certification programs including (but not limited to): HERS Ratings, ENERGY STAR, National Green Building Standard, LEED, Green Globes, EarthCraft, Fitwel, etc.

<https://southern-energy.com/multifamily-energy-services/>



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-06-06

Registry ID:

Ekotrope ID: Le66jaBd

HERS® Index Score:

64

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

Annual Savings

\$477

*Relative to an average U.S. home

Home:

Chapel Street
Norfolk, VA 23504

Builder:

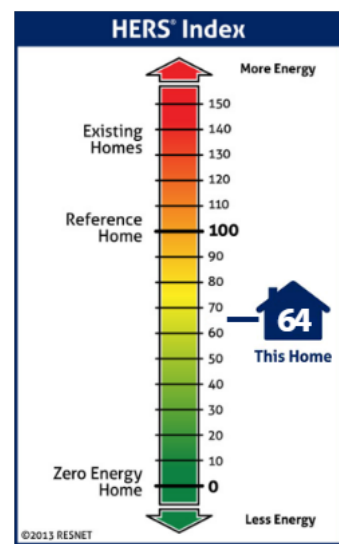
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.9	\$193
Cooling	2.8	\$93
Hot Water	5.1	\$167
Lights/Appliances	10.7	\$349
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	24.6	\$882

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Norfolk Tidewater Gardens
Conditioned Floor Area:	652 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 4.82 ACH50)
Ventilation:	65 CFM • 22.75 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
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: 6/6/25 at 4:24 PM



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

Ekotrope RATER - Version:4.0.2.3645

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1 Home Report

Property Chapel Street Norfolk, VA 23504 Community: Norfolk Tidewater Garden:	Organization Southern Energy Management Benoit Rivard 9196228441	Inspection Status Results are projected
Tidewater Gardens B2_1Br_UA SD	Builder	

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	76
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	76
As Designed Home ERI (HERS)	64
As Designed Home ERI (HERS) w/o PV	64

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	7.3	5.9
Cooling	5.6	3.3
Water Heating	4.3	4.3
Lights and Appliances	11.1	10.8
Total	28.3	24.3



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.2

Energy Cost Savings	\$/yr
Heating	-44
Cooling	-3
Water Heating	-0
Lights & Appliances	11
Generation Savings	0
Total	-37

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property Chapel Street Norfolk, VA 23504 Community: Norfolk Tidewater Garden:	Organization Southern Energy Management Benoit Rivard 9196228441	Inspection Status Results are projected
Tidewater Gardens B2_1Br_UA SD	Builder	

Building Information

Conditioned Area [ft²]	652.00
Conditioned Volume [ft³]	5,868.00
Thermal Boundary Area [ft²]	3,248.00
Number Of Bedrooms	1
Housing Type	Apartment, end unit

Rating

HERS ERI	64
HERS ERI w/o PV	64

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.32, SHGC: 0.27
Vaulted Ceiling	R30 - roof deck (foam board); U-0.031	Window / Wall Ratio	0.07
Above Grade Walls	R20 G1 16"OC; U-0.057	Window / Floor Ratio	0.22
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	39.12 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 8.5 HSPF
Cooling	Air Source Heat Pump • Electric • 16 SEER
Water Heating	Residential Water Heater • Electric • 0.93 Energy Factor
Programmable Thermostat	Yes
Ventilation System	65 CFM • 22.75 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	400.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	3.0
Ceiling Fan (CFM/Watt)	80.0	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-06-06

Registry ID:

Ekotrope ID: LZggR6nd

HERS® Index Score:

62

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

Annual Savings

\$761

*Relative to an average U.S. home

Home:

Chapel Street
Norfolk, VA 23504

Builder:

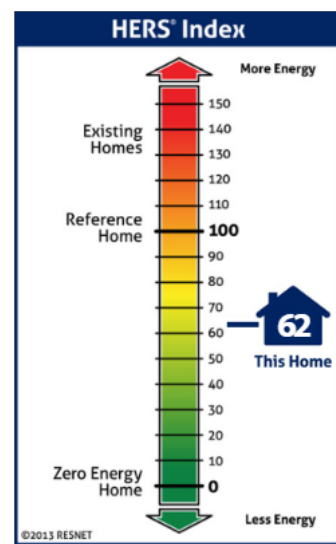
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.5	\$270
Cooling	4.2	\$136
Hot Water	6.8	\$218
Lights/Appliances	14.2	\$460
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	33.7	\$1,163

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Norfolk Tidewater Gardens
Conditioned Floor Area:	1,235 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 4.24 ACH50)
Ventilation:	80 CFM • 28 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
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: 6/6/25 at 4:24 PM



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

Ekotrope RATER - Version:4.0.2.3645

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1 Home Report

Property	Organization	Inspection Status
Chapel Street Norfolk, VA 23504 Community: Norfolk Tidewater Garden:	Southern Energy Management Benoit Rivard 9196228441	Results are projected
Tidewater Gardens B2_2Br_UA SD	Builder	

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	76
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	76
As Designed Home ERI (HERS)	62
As Designed Home ERI (HERS) w/o PV	62

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	11.5	9.5
Cooling	10.1	5.2
Water Heating	6.0	5.9
Lights and Appliances	15.1	14.3
Total	42.7	34.9



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	-26
Cooling	28
Water Heating	2
Lights & Appliances	19
Generation Savings	0
Total	22

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property	Organization	Inspection Status
Chapel Street	Southern Energy Management	Results are projected
Norfolk, VA 23504	Benoit Rivard	
Community: Norfolk Tidewater Garden:	9196228441	
Tidewater Gardens B2_2Br_UA	Builder	
SD		

Building Information

Conditioned Area [ft²]	1,235.00
Conditioned Volume [ft³]	11,115.00
Thermal Boundary Area [ft²]	3,910.00
Number Of Bedrooms	2
Housing Type	Apartment, end unit

Rating

HERS ERI	62
HERS ERI w/o PV	62

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.32, SHGC: 0.27
Vaulted Ceiling	R30 - roof deck (foam board); U-0.031	Window / Wall Ratio	0.15
Above Grade Walls	R20 G1 16"OC; U-0.057	Window / Floor Ratio	0.18
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	58.26 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 8.5 HSPF
Cooling	Air Source Heat Pump • Electric • 16 SEER
Water Heating	Residential Water Heater • Electric • 0.93 Energy Factor
Programmable Thermostat	Yes
Ventilation System	80 CFM • 28 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	400.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	3.0
Ceiling Fan (CFM/Watt)	80.0	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report

Based on Plans

Rating Date: 2025-06-06

Registry ID:

Ekotrope ID: vPaa8mV2

HERS® Index Score:

63

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

Annual Savings

\$834

*Relative to an average U.S. home

Home:

Chapel Street
Norfolk, VA 23504

Builder:

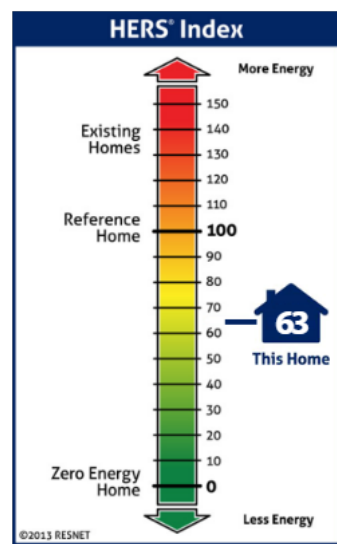
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.0	\$253
Cooling	4.6	\$152
Hot Water	8.1	\$259
Lights/Appliances	16.6	\$535
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	37.3	\$1,278

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Norfolk Tidewater Gardens
Conditioned Floor Area:	1,523 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.57 ACH50)
Ventilation:	80 CFM • 28 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
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: 6/6/25 at 4:24 PM



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

Ekotrope RATER - Version:4.0.2.3645

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1 Home Report

Property	Organization	Inspection Status
Chapel Street Norfolk, VA 23504 Community: Norfolk Tidewater Garden:	Southern Energy Management Benoit Rivard 9196228441	Results are projected
Tidewater Gardens B2_3Br_UA SD	Builder	

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	79
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	79
As Designed Home ERI (HERS)	63
As Designed Home ERI (HERS) w/o PV	63

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	12.3	8.5
Cooling	10.4	5.6
Water Heating	7.5	7.2
Lights and Appliances	17.3	16.7
Total	47.5	38.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.1

Energy Cost Savings	\$/yr
Heating	-65
Cooling	16
Water Heating	13
Lights & Appliances	22
Generation Savings	0
Total	-13

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property	Organization	Inspection Status
Chapel Street	Southern Energy Management	Results are projected
Norfolk, VA 23504	Benoit Rivard	
Community: Norfolk Tidewater Garden:	9196228441	
Tidewater Gardens B2_3Br_UA	Builder	
SD		

Building Information

Conditioned Area [ft²]	1,523.00
Conditioned Volume [ft³]	16,905.00
Thermal Boundary Area [ft²]	4,833.00
Number Of Bedrooms	3
Housing Type	Apartment, end unit

Rating

HERS ERI	63
HERS ERI w/o PV	63

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.32, SHGC: 0.27
Vaulted Ceiling	R30 - roof deck (foam board); U-0.031	Window / Wall Ratio	0.16
Above Grade Walls	R20 G1 16"OC; U-0.057	Window / Floor Ratio	0.15
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	91.38 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 9 HSPF
Cooling	Air Source Heat Pump • Electric • 16 SEER
Water Heating	Residential Water Heater • Electric • 0.93 UEF
Programmable Thermostat	Yes
Ventilation System	80 CFM • 28 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	400.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	3.0
Ceiling Fan (CFM/Watt)	80.0	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-06-06

Registry ID:

Ekotrope ID: L7aaXE1v

HERS® Index Score:

60

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

Annual Savings

\$1,066

*Relative to an average U.S. home

Home:
Chapel Street
Norfolk, VA 23504

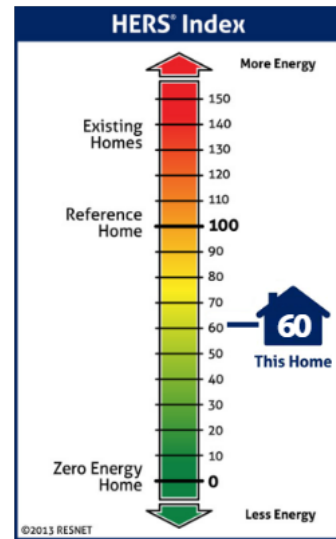
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.6	\$328
Cooling	5.4	\$179
Hot Water	9.8	\$312
Lights/Appliances	19.0	\$608
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	44.8	\$1,506

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Norfolk Tidewater Gardens
Conditioned Floor Area:	1,830 ft ²
Number of Bedrooms:	4
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.81 ACH50)
Ventilation:	100 CFM • 35 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-20
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-0

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: 6/6/25 at 4:24 PM



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

Ekotrope RATER - Version:4.0.2.3645
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1 Home Report

Property Chapel Street Norfolk, VA 23504 Community: Norfolk Tidewater Garden:	Organization Southern Energy Management Benoit Rivard 9196228441	Inspection Status Results are projected
Tidewater Gardens B2_4Br_UA SD	Builder	

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	75
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	75
As Designed Home ERI (HERS)	60
As Designed Home ERI (HERS) w/o PV	60

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	16.1	12.2
Cooling	13.6	6.8
Water Heating	9.1	8.9
Lights and Appliances	20.2	19.2
Total	58.9	47.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.3

Energy Cost Savings	\$/yr
Heating	-10
Cooling	44
Water Heating	6
Lights & Appliances	24
Generation Savings	0
Total	65

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property Chapel Street Norfolk, VA 23504 Community: Norfolk Tidewater Garden:	Organization Southern Energy Management Benoit Rivard 9196228441	Inspection Status Results are projected
Tidewater Gardens B2_4Br_UA SD	Builder	

Building Information

Conditioned Area [ft²]	1,830.00
Conditioned Volume [ft³]	16,470.00
Thermal Boundary Area [ft²]	5,316.00
Number Of Bedrooms	4
Housing Type	Apartment, end unit

Rating

HERS ERI	60
HERS ERI w/o PV	60

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.32, SHGC: 0.27
Vaulted Ceiling	R30 - roof deck (foam board); U-0.031	Window / Wall Ratio	0.13
Above Grade Walls	R20 G1 16"OC; U-0.057	Window / Floor Ratio	0.12
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	109.8 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 8.5 HSPF
Cooling	Air Source Heat Pump • Electric • 16 SEER
Water Heating	Residential Water Heater • Electric • 0.93 Energy Factor
Programmable Thermostat	Yes
Ventilation System	100 CFM • 35 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	400.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	3.0
Ceiling Fan (CFM/Watt)	80.0	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-06-06

Registry ID:

Ekotrope ID: LXEEOgbd

HERS® Index Score:

61

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

Annual Savings

\$1,172

*Relative to an average U.S. home

Home:

Chapel Street
Norfolk, VA 23504

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	15.0	\$454
Cooling	5.8	\$192
Hot Water	11.3	\$355
Lights/Appliances	21.1	\$670
Service Charges		\$79
Generation (e.g. Solar)	0.0	\$0
Total:	53.2	\$1,750

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Rating Completed by:

Energy Rater: Benoit Rivard

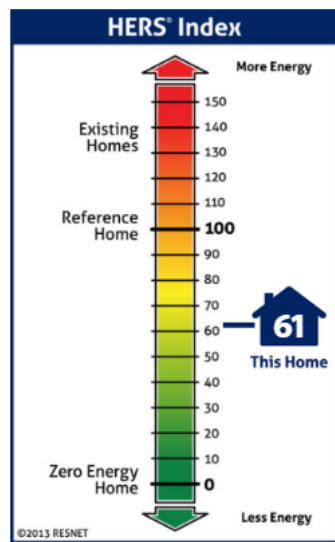
RESNET ID: 4443444

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: 6/6/25 at 4:24 PM



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Norfolk Tidewater Gardens
Conditioned Floor Area:	2,061 ft ²
Number of Bedrooms:	5
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.70 ACH50)
Ventilation:	120 CFM • 42 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A



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

Ekotrope RATER - Version:4.0.2.3645

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1 Home Report

Property	Organization	Inspection Status
Chapel Street Norfolk, VA 23504 Community: Norfolk Tidewater Garden:	Southern Energy Management Benoit Rivard 9196228441	Results are projected
Tidewater Gardens B2_5Br_UA SD	Builder	

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or uses exceptions in footnote 5.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	69
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	69
As Designed Home ERI (HERS)	61
As Designed Home ERI (HERS) w/o PV	61

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	18.8	17.0
Cooling	12.2	8.0
Water Heating	10.6	10.4
Lights and Appliances	22.4	21.3
Total	64.0	56.7



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	-0.3

Energy Cost Savings	\$/yr
Heating	-83
Cooling	9
Water Heating	9
Lights & Appliances	27
Generation Savings	0
Total	-38

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property	Organization	Inspection Status
Chapel Street	Southern Energy Management	Results are projected
Norfolk, VA 23504	Benoit Rivard	
Community: Norfolk Tidewater Garden:	9196228441	
Tidewater Gardens B2_5Br_UA	Builder	
SD		

Building Information

Conditioned Area [ft²]	2,061.00
Conditioned Volume [ft³]	21,640.50
Thermal Boundary Area [ft²]	6,505.50
Number Of Bedrooms	5
Housing Type	Apartment, end unit

Rating

HERS ERI	61
HERS ERI w/o PV	61

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.32, SHGC: 0.27
Vaulted Ceiling	None	Window / Wall Ratio	0.16
Above Grade Walls	R20 G1 16"OC; U-0.057	Window / Floor Ratio	0.16
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	R10 Perimeter + Under (wood); R-10	Total Duct Leakage	123.66 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 8.5 HSPF
Cooling	Air Source Heat Pump • Electric • 16 SEER
Water Heating	Residential Water Heater • Electric • 0.93 Energy Factor
Programmable Thermostat	Yes
Ventilation System	120 CFM • 42 Watts (Default) • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.0
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	400.0
Dishwasher Efficiency	270 kWh	Clothes Washer Capacity	3.0
Ceiling Fan (CFM/Watt)	80.0	Range/Oven Fuel	Electric

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

NOTE TO DEVELOPER: You are strongly encouraged to submit this certification to the appropriate local official **at least three weeks in advance of the application deadline** to ensure adequate time for review and approval

General Instructions:

1. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
2. The Engineer **must** be registered in the Commonwealth of Virginia.
3. 'Development Description' should be provided by the Owner.
4. 'Development Address' should correspond to I.A.2 on page 1 of the application.
5. 'Legal Description' should correspond to the site control document in the application.
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
7. 'Other Descriptive Information' should correspond with the information in the application.
8. Any change in this Certification may result in disqualification of the application.

If you have any questions, please contact the Tax Credit Allocation Department at:

taxcreditapps@virginiahousing.com

Zoning Certification

DATE: May 28, 2025

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

RE: ZONING CERTIFICATION
Name of Development: Norfolk TWG B2 Apartments at Kindred
Name of Owner/Applicant: TWG Phase B2, LLC
Name of Seller/Current Owner: Norfolk Redeveloment and Housing Authority

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:
1001 E Freemason Street and 1101 Mariner Street, Norfolk VA 23510

Leal Description:
attached

Proposed Improvements:

Construction

New Construction:	# Units	101	# Buildings	17	Total Floor Area	approx 147,000
Adaptive Reuse	# Units		# Buildings		Total Floor Area	
Rehabilitation:	# Units		# Buildings		Total Floor Area	

Zoning Certification, cont'd

Current Zoning: D-SP (Downtown St. Paul's) allowing a density of no maximum units per acre, and the following other applicable conditions: N/A

Other Descriptive Information:

Redevelopment of former Tidewater Garden public housing site with 101 new construction affordable and market rate apartments including one - five bedroom units across walkups, townhomes, and one multifamily elevator building. Part of the Norfolk-NRHA St. Paul's CNI Project.

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.

JS

Signature

Jeremy Sharp

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

757-439-4833

Phone

6/11/25

Date

NOTES TO LOCALITY:

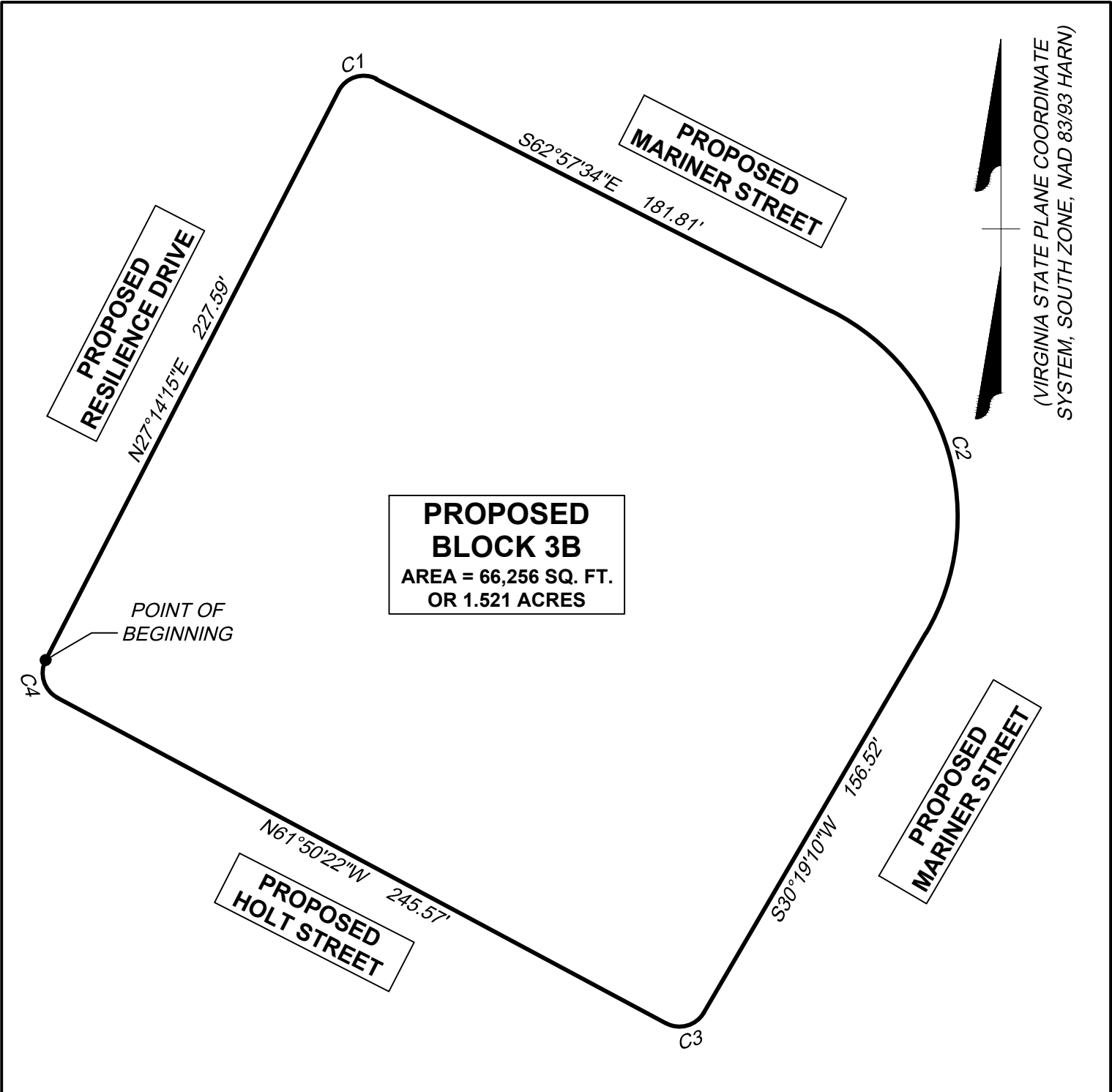
1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at

taxcreditapps@virginiahousing.com

Proposed Block 3B

Block 3B Legal Description:

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northeast intersection of the proposed right-of-way lines of Holt Street and Resilience Drive; thence along the proposed eastern right-of-way line of Resilience Drive N27°14'15"E a distance of 227.59 feet to a point at the southeast intersection of the proposed right-of-way lines of Resilience Drive and Mariner Street; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.67 feet, a chord bearing of N72°08'21"E, and a chord length of 14.12 feet to a point; thence along the proposed southern and western right-of-way line of Mariner Street S62°57'34"E a distance of 181.81 feet to a point; thence with a curve turning to the right with a radius of 82.00 feet, an arc length of 133.50 feet, a chord bearing of S16°19'12"E, and a chord length of 119.24 feet to a point; thence S30°19'10"W a distance of 156.52 feet to a point at the northwest intersection of the proposed right-of-way lines of Mariner Street and Holt Street; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.33 feet, a chord bearing of S74°14'24"W, and a chord length of 13.87 feet to a point; thence along the proposed northern right-of-way line of Holt Street N61°50'22"W a distance of 245.57 feet to a point; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.55 feet, a chord bearing of N17°18'04"W, and a chord length of 14.03 feet to the True Point and Place of Beginning, containing 66,256 square feet or 1.521 acres.



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	10.00'	15.67'	9.97'	89°48'12"	N72°08'21"E	14.12'
C2	82.00'	133.50'	86.83'	93°16'43"	S16°19'12"E	119.24'
C3	10.00'	15.33'	9.63'	87°50'29"	S74°14'24"W	13.87'
C4	10.00'	15.55'	9.84'	89°04'36"	N17°18'04"W	14.03'

NOTE: THIS EXHIBIT IS TO ACCOMPANY PROPOSED METES AND BOUNDS DESCRIPTIONS AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND. PROPOSED BOUNDARIES ARE SUBJECT TO CHANGE.

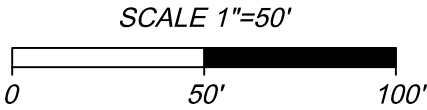


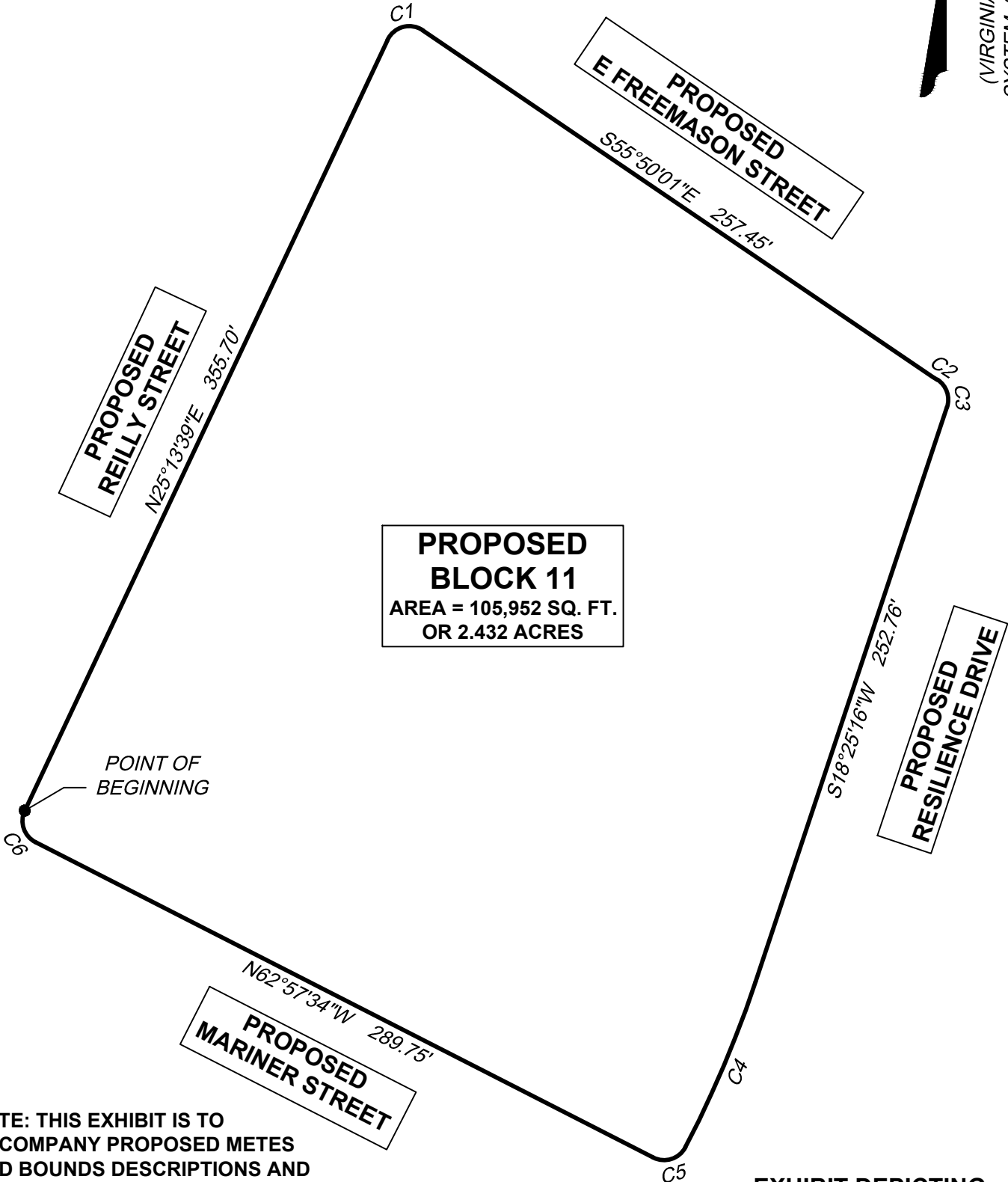
EXHIBIT DEPICTING
PROPOSED BLOCK 3B
NORFOLK, VIRGINIA

THIS DRAWING PREPARED AT THE VIRGINIA BEACH OFFICE 2901 South Lynnhaven Road, Suite 200 Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	Norfolk	Virginia
		Date: 10/24/2022	Scale: 1" = 50'
		Sheet 1 of 1	J.N.:56602
		Drawn by: Tellefsen	Checked by: Patterson

Proposed Block 11

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northeast intersection of the proposed right-of-way lines of Mariner Street and Reilly Street; thence along the proposed eastern right-of-way line of Reilly Street $N25^{\circ}13'39''E$ a distance of 355.70 feet to a point at the southeast intersection of the proposed right-of-way lines of Reilly Street and East Freemason Street; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 17.27 feet, a chord bearing of $N74^{\circ}41'49''E$, and a chord length of 15.20 feet to a point; thence along the proposed southern right-of-way line of East Freemason Street $S55^{\circ}50'01''E$ a distance of 257.45 feet to a point; thence with a curve turning to the left with a radius of 530.00 feet, an arc length of 2.45 feet, a chord bearing of $S55^{\circ}57'58''E$, and a chord length of 2.45 feet to a point at the southwest intersection of the proposed right-of-way lines of East Freemason Street and Resilience Drive; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 13.01 feet, a chord bearing of $S18^{\circ}50'19''E$, and a chord length of 12.11 feet to a point; thence along the proposed western right-of-way line of Resilience Drive $S18^{\circ}25'16''W$ a distance of 252.76 feet to a point; thence with a curve turning to the right with a radius of 470.00 feet, an arc length of 75.24 feet, a chord bearing of $S23^{\circ}00'26''W$, and a chord length of 75.16 feet to a point at the northwest intersection of the proposed right-of-way lines of Resilience Drive and Mariner Street; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.61 feet, a chord bearing of $S72^{\circ}19'01''W$, and a chord length of 14.07 feet to a point; thence along the proposed northern right-of-way line of Mariner Street $N62^{\circ}57'34''W$ a distance of 289.75 feet to a point; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.39 feet, a chord bearing of $N18^{\circ}51'57''W$, and a chord length of 13.92 feet to a point to the True Point and Place of Beginning, containing 105,952 square feet or 2.432 acres.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	10.00'	17.27'	11.70'	98°56'20"	N74°41'49"E	15.20'
C2	530.00'	2.45'	1.23'	0°15'54"	S55°57'58"E	2.45'
C3	10.00'	13.01'	7.61'	74°31'11"	S18°50'19"E	12.11'
C4	470.00'	75.24'	37.70'	9°10'19"	S23°00'26"W	75.16'
C5	10.00'	15.61'	9.90'	89°26'51"	S72°19'01"W	14.07'
C6	10.00'	15.39'	9.69'	88°11'13"	N18°51'57"W	13.92'



NOTE: THIS EXHIBIT IS TO ACCOMPANY PROPOSED METES AND BOUNDS DESCRIPTIONS AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND. PROPOSED BOUNDARIES ARE SUBJECT TO CHANGE.

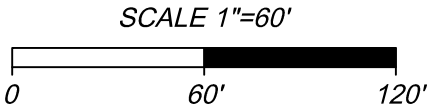


EXHIBIT DEPICTING
PROPOSED BLOCK 11
NORFOLK, VIRGINIA

THIS DRAWING PREPARED AT THE VIRGINIA BEACH OFFICE 2901 South Lynnhaven Road, Suite 200 Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	Norfolk	Virginia
		Date: 10/24/2022	Scale: 1" = 60'
		Sheet 1 of 1	J.N.: 56602
		Drawn by: Tellefsen	Checked by: Patterson

Tab H:

Attorney's Opinion (MANDATORY)

WILLIAMS MULLEN

Direct Dial: 757.629.2064
echapman@williamsmullen.com

June 30, 2025

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

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

Name of Development: Norfolk TWG B2 Apartments at Kindred

Name of Owner: TWG Phase B2, 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 June 25, 2025 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

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

WILLIAMS MULLEN

June 30, 2025

Page 2

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. Intentionally deleted.
6. Intentionally deleted.
7. Intentionally deleted.
8. Intentionally deleted.

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

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

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

WILLIAMS MULLEN



By: _____
Name: Elizabeth Chapman
Its: Partner

Attorney's Opinion Letter – TAX EXEMPT VERSION

(This Form Must Be Included With Application)

~~This Opinion Must Be Submitted Under Law Firm's Letterhead – Any changes to the form of opinion other than filing in blanks or making the appropriate selections in bracketed language must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions will still be subject to acceptance by the Authority.~~

Date _____

June 30, 2025

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

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

Name of Development: Norfolk TWG B2 Apartments at Kindred

Name of Owner: TWG Phase B2, 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 June 25, 2025 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

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

~~2. [Select One]~~

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

OR

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

~~3. [Select One]~~

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

OR

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

June 30, 2025

Page 2

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

5. Intentionally deleted.

6. Intentionally deleted.

7. Intentionally deleted.

8. Intentionally deleted.

~~5. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low income housing.~~

~~6. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~

~~7. [Delete if inapplicable] It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~8. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.~~

Finally, the undersigned is of the opinion that, if all information and representations contained in the

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

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

WILLIAMS MULLEN

(Add)
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)



~~Firm Name~~ __-By:

Name: Elizabeth Chapman

Its: Partner

~~Title~~

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 6/27/2025 3:54:01 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://williamsmullen-mobility.imatech.com/TWOVRIC/108599202/1	
Modified DMS: iw://williamsmullen-mobility.imatech.com/TWOVRIC/108599202/2	
Changes:	
Add	28
Delete	30
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	60

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

NOT APPLICABLE

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

NOT APPLICABLE

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification



Revitalization Area

General Instructions

To qualify for revitalization area points available under the QAP (13 VAC 180-60(E)(2)(c)), select one of the following and provide sufficient supporting documentation:

1. The development is located in either of the following, as defined by HUD: a Qualified Census Tract; or a Targeted Area, wherein 70% or more of the families have incomes which are $\leq$ 80% statewide median income [**NOTE:** these census tracts are included in the definition of Targeted Area for single-family lending purposes but do not include ACEDS].
2. The development is located in a redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to VA Code §36-1 et seq. Documentation must (a) demonstrate that area exists at the time of application; (b) accurately depict area boundaries; and (c) clearly show that the proposed development lies or will lie within those boundaries.
3. The development is located in a revitalization area designated by resolution adopted pursuant to the terms of VA Code § 36-55.30:2 for the purpose of enabling Virginia Housing to provide financing to either a mixed-income or mixed-income/mixed-use development. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. Please contact Rental Housing development to obtain the appropriate form resolution.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to VA Code §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in an opportunity zone designated by the Commonwealth pursuant to the Federal Tax Cuts and Jobs Act of 2017 (PL 115-97) and has a binding commitment of funding acceptable to Virginia Housing.
6. The development is located in a jurisdiction that confirms that the development, as proposed to be constructed or rehabilitated, will utilize new or existing housing as part of a community revitalization plan. Must use Virginia Housing's Community Revitalization Plan Form Letter.
7. The development is located on land owned by federally recognized or Virginia-recognized Tribal Nations located within the present-day external boundaries of the Commonwealth.



Community Revitalization Plan Form Letter

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

General Instructions:

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

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

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

DATE: 06/13/2025

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

RE: Community Revitalization Plan Form

Name of Development: Norfolk TWG Phase B2 Apartments at Kindred

Name of Owner/Applicant: TWG Phase B2, LLC

Name of Seller/Current Owner: Norfolk Redevelopment Housing Authority

DEVELOPMENT DESCRIPTION:

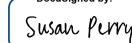
Development Address:
1001 E Freemason St. and 1101 Mariner St., Norfolk VA 23510

Proposed Improvements:

New Construction:	# Units	<u>101</u>	# Buildings	<u>17</u>	Total Floor Area	<u>approx. 147,000</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>

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:

C8CAB73CPEF2483

Signature

Susan Perry

Printed Name

Director, Housing and Community Development

Title

757-752-1978

Phone

6/13/2025 | 7:41 AM EDT

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.

By: 

Office of the City Attorney

By: DEPT. Department of Housing and Comr
Development

NORFOLK, VIRGINIA

R-7**RESOLUTION NO. 1,882**

A RESOLUTION TO EXPAND THE GREATER ST. PAUL'S REVITALIZATION AREA PREVIOUSLY ESTABLISHED BY RESOLUTION NO. 1,635 AND EXPANDED BY RESOLUTIONS NO. 1,823 AND NO. 1,853.

- - -

WHEREAS, by resolution number 1,635 adopted by City Council on February 23, 2016, the City designated the area generally to the east of St. Paul's Boulevard, to the south of East Bute Street, to the west of Fenchurch Street, and to the north of Mariner Street in the City of Norfolk as the Greater St. Paul's Revitalization Area;

WHEREAS, by resolution number 1,823 adopted by City Council on February 9, 2021, the City expanded the boundary of the Greater St. Paul's Revitalization Area to include additional land to the south of the existing Greater St. Paul's Revitalization Area;

WHEREAS, by resolution number 1,853 adopted by City Council on February 8, 2022, the City expanded the boundary of the Greater St. Paul's Revitalization Area to include additional land to the east and to the northeast of the currently designated area;

WHEREAS, the City desires to expand the boundary of the Greater St. Paul's Revitalization Area to include additional land to the east and to the southeast of the currently designated area;

WHEREAS, pursuant to §36-55.30 of the Code of Virginia, 1950, as amended (the "Code"), the Virginia Housing and Development Authority ("VHDA") is granted and may exercise powers related to the development and financing of residential housing in the Commonwealth of Virginia; and

WHEREAS, a municipality may designate a revitalization area pursuant to §36-55.30:2 of the Code to empower VHDA to provide financing for a mixed-income housing project in such revitalization area; and

WHEREAS, a revitalization area can be distinguished from a "Redevelopment Area" in that designation of a revitalization area is for the purpose of enabling VHDA to provide financing for a mixed-income housing project whereas designation as a "Redevelopment Area" is for the purpose of giving a redevelopment and housing authority certain enumerated powers to act within the area to further the redevelopment objectives of the authority; and

WHEREAS, an important aspect of the City's vision is to help create healthy, vibrant mixed-income communities, replete with market rate and affordable housing options, increased economic activity that expands job opportunities for all residents, and amenities that adequately address local resident demands, including quality shopping, cultural and recreational resources, and high-performing schools; and

WHEREAS, in keeping with the City's vision set forth above and pursuant to § 36-55.30:2 of the Code, the City Council desires to expand the Greater St. Paul's Revitalization Area by designating and establishing the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area known as the "Greater St. Paul's Revitalization Area"; now, therefore

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1: That the Greater St. Paul's Revitalization Area is hereby expanded by designating and establishing the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area to be known as the "Greater St. Paul's Revitalization Area".

Section 2:- That the City Council hereby finds (i) the areas to be added to the Greater St. Paul's Revitalization Area are (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements, or other facilities in such area are subject to one or more of the following conditions: dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality, or condition, and (2) the industrial,

commercial or other economic development of the areas to be added to the Greater St. Paul's Revitalization Area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or to remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe, and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the areas to be added to the Greater St. Paul's Redevelopment Area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

Section 3:- That this resolution shall be in effect from and after its adoption.

Attachment: Exhibit A (2 pages)

Adopted by Council February 14, 2023
Effective February 14, 2023

TRUE COPY
TESTE:



Richard A. Bull

RICHARD ALLAN BULL

BY:



To the Honorable Council
City of Norfolk, Virginia

February 8, 2022

From: Susan Perry

Subject: Resolution Expanding Greater St. Paul's Revitalization Area

Reviewed:

Trista Pope, Deputy City Manager

Ward/Superward: 4/7

Approved:

Dr. Larry H. Filer II, City Manager

Item Number:

- I. **Recommendation:** Approve Resolution
- II. **Applicant:** City of Norfolk
- III. **Description:**
This docket item is a resolution to expand the Greater St. Paul's Revitalization Area to include areas to be redeveloped for replacement housing.
- IV. **Analysis:**
Designation of a revitalization area is for the purpose of enabling Virginia Housing Development Authority to provide financing for a mixed-income housing project.
- V. **Financial Impact:**
There is no financial impact associated with this docket item.
- VI. **Environmental:**
N/A
- VII. **Community Outreach/Notification:**
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.
- VIII. **Board/Commission Action:**

N/A

IX. Coordination/Outreach:

This letter and resolution have been coordinated with the City Attorney's Office and Office of St. Paul's Transformation.

Supporting Material from the City Attorney's Office:

- Map showing boundary of Greater St. Paul's Revitalization Area
- Resolution

Supporting Material:

- EXHIBIT A-Revitalization Area Map LIHTC FINAL_2022 (PDF)

Form and Correctness Approved: BAP



By: _____
Office of the City Attorney

Contents Approved:



By: _____
DEPT. Department of Housing and
Community Development

NORFOLK, VIRGINIA

Ordinance No.

A RESOLUTION TO EXPAND THE GREATER ST.
PAUL'S REVITALIZATION AREA PREVIOUSLY
ESTABLISHED BY RESOLUTION NO. 1,635 AND EXPANDED
BY RESOLUTION NO. 1,823.

- - -

WHEREAS, by resolution number 1,635 adopted by City
Council on February 23, 2016, the City designated the area
generally to the east of St. Paul's Boulevard, to the south of
East Bute Street, to the west of Fenchurch Street, and to the
north of Mariner Street in the City of Norfolk as the Greater St.
Paul's Revitalization Area;

WHEREAS, by resolution number 1,823 adopted by City
Council on February 9, 2021, the City expanded the boundary of the
Greater St. Paul's Revitalization Area to include additional land
to the south of the existing Greater St. Paul's Revitalization
Area;

WHEREAS, the City desires to expand the boundary of the
Greater St. Paul's Revitalization Area to include additional land
to the east and to the northeast of the currently designated area;

WHEREAS, pursuant to §36-55.30 of the Code of Virginia,
1950, as amended (the "Code"), the Virginia Housing and

Development Authority ("VHDA") is granted and may exercise powers related to the development and financing of residential housing in the Commonwealth of Virginia; and

WHEREAS, a municipality may designate a revitalization area pursuant to §36-55.30:2 of the Code to empower VHDA to provide financing for a mixed-income housing project in such revitalization area; and

WHEREAS, a revitalization area can be distinguished from a "Redevelopment Area" in that designation of a revitalization area is for the purpose of enabling VHDA to provide financing for a mixed-income housing project whereas designation as a "Redevelopment Area" is for the purpose of giving a redevelopment and housing authority certain enumerated powers to act within the area to further the redevelopment objectives of the authority; and

WHEREAS, an important aspect of the City's vision is to help create healthy, vibrant mixed-income communities, replete with market rate and affordable housing options, increased economic activity that expands job opportunities for all residents, and amenities that adequately address local resident demands, including quality shopping, cultural and recreational resources, and high-performing schools; and

WHEREAS, in keeping with the City's vision set forth above and pursuant to § 36-55.30:2 of the Code, the City Council desires to expand the Greater St. Paul's Revitalization Area by designating and establishing the area of the City within the

boundary lines shown on Exhibit A attached hereto as a revitalization area known as the "Greater St. Paul's Revitalization Area"; now, therefore

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1: That the Greater St. Paul's Revitalization Area is hereby expanded by designating and establishing the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area to be known as the "Greater St. Paul's Revitalization Area".

Section 2:- That the City Council hereby finds (i) the areas to be added to the Greater St. Paul's Revitalization Area are (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements, or other facilities in such area are subject to one or more of the following conditions: dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality, or condition, and (2) the industrial, commercial or other economic development of the areas to be added to the Greater St. Paul's Revitalization Area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or to remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe, and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the areas to be added to the Greater St. Paul's Redevelopment Area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

Section 3:- That this resolution shall be in effect from and after its adoption.

Attachment: Exhibit A (2 pages)

Location Map



Tab K.2

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



Surveyor's Certification of Proximity to Transportation

General Instructions

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

Date: 05/29/2025

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220 2025 Tax Credit Reservation Request
Name of Development Norfolk TWG B2 Apartments at Kindred
Name of Owner TWG Phase B2, LLC

RE:

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 Brandon Musick, PE 
Its Project Manager

Title

Tab L:

PHA / Section 8 Notification Letter



PHA or Section 8 Notification Letter

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

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the application.
5. 'Proposed Rents' should correspond with the application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

Date: June 20, 2025

To: Ms. Pamela B Jones-Watford
Norfolk Redevelopment and Housing Authority
555 E. Main Street, Norfolk VA 23510

Re: Proposed Affordable Housing Development

Name of Development: Norfolk TWG B2 Apartments at Kindred

Name of Owner: TWG Phase B2, LLC

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 July 1, 2027 (date).

The following is a brief description of the proposed development:

Development Address: 1001 E Freemason St. and 1101 Mariner St., Norfolk VA 23510

Proposed improvements:

New Construction:	# Units	<u>101</u>	# Buildings	<u>17</u>
Adaptive Reuse	# Units	_____	# Buildings	_____
Rehabilitation:	# Units	_____	# Buildings	_____

Proposed Rents:

Efficiencies:	\$ _____ / month
1 Bedroom Units:	\$ <u>866-1428</u> / month
2 Bedroom Units:	\$ <u>1258-1951</u> / month
3 Bedroom Units:	\$ <u>1444-2180</u> / month
4 Bedroom Units:	\$ _____ / month

Other Descriptive Information:

Redevelopment of former Tidewater Gardens public housing site with 101 new construction units including affordable and market rate ranging from one - five bedrooms.

Note: 4 and 5 Bedroom units have PBV Commitments

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 224-927-5053.

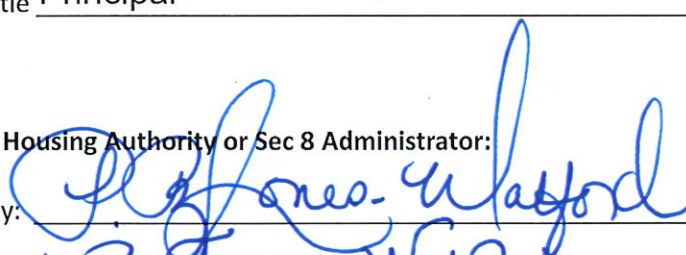
Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name Richard J. Sciortino

Title Principal

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

Seen and acknowledged by: 

Printed Name: Pamela B. Jones-Watford

Title: Chief of Rental Assistance Programs

Phone: (757) 624-8629

Date: 05/29/2025

Tab M:

Intentionally Blank

This deal does not require
information behind this tab.

Tab N:

Homeownership Plan

NOT APPLICABLE

Tab O:

Plan of Development Certification Letter

Plan of Development Certification

DATE: 6/20/2025

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

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: Norfolk TWG B2 Apartments at Kindred
Name of Owner/Applicant: TWG Phase B2, LLC
Name of Seller/Current Owner: Norfolk Redevelopment and Housing Authority

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:

1001 E. Freemason St. and 1101 Mariner St.
Norfolk VA 23504

Legal Description:

See attached.

Plan of Development Number: _____

Proposed Improvements:

New Construction:	# Units	<u>101</u>	# Buildings	<u>17</u>	Total Floor Area	<u>approx. 147,000</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:

Redevelopment of former Tidewater Gardens public housing site with 101
new construction affordable and market rate units. Part of the St. Paul's CNI Project.

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: June 20, 2030



Signed

Jeremy Sharp

Printed Name

Zoning Administrator

Title

(757) 439-4833

Phone

6/20/25

Date

NOTES TO LOCALITY:

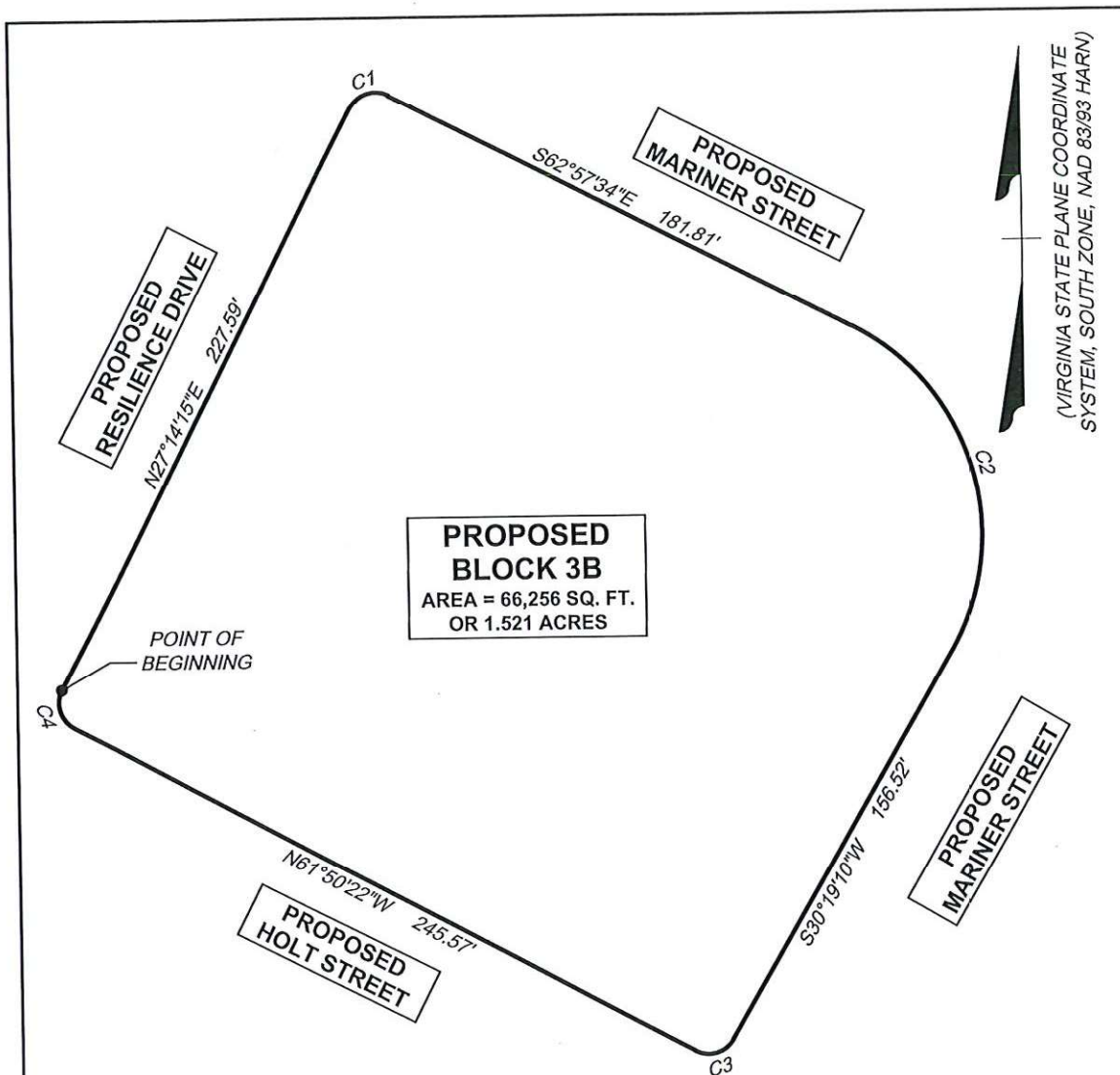
1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in **reduction of points** under the scoring system.

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

Proposed Block 3B

Block 3B Legal Description:

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northeast intersection of the proposed right-of-way lines of Holt Street and Resilience Drive; thence along the proposed eastern right-of-way line of Resilience Drive N27°14'15"E a distance of 227.59 feet to a point at the southeast intersection of the proposed right-of-way lines of Resilience Drive and Mariner Street; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.67 feet, a chord bearing of N72°08'21"E, and a chord length of 14.12 feet to a point; thence along the proposed southern and western right-of-way line of Mariner Street S62°57'34"E a distance of 181.81 feet to a point; thence with a curve turning to the right with a radius of 82.00 feet, an arc length of 133.50 feet, a chord bearing of S16°19'12"E, and a chord length of 119.24 feet to a point; thence S30°19'10"W a distance of 156.52 feet to a point at the northwest intersection of the proposed right-of-way lines of Mariner Street and Holt Street; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.33 feet, a chord bearing of S74°14'24"W, and a chord length of 13.87 feet to a point; thence along the proposed northern right-of-way line of Holt Street N61°50'22"W a distance of 245.57 feet to a point; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.55 feet, a chord bearing of N17°18'04"W, and a chord length of 14.03 feet to the True Point and Place of Beginning, containing 66,256 square feet or 1.521 acres.



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	10.00'	15.67'	9.97'	89°48'12"	N72°08'21"E	14.12'
C2	82.00'	133.50'	86.83'	93°16'43"	S16°19'12"E	119.24'
C3	10.00'	15.33'	9.63'	87°50'29"	S74°14'24"W	13.87'
C4	10.00'	15.55'	9.84'	89°04'36"	N17°18'04"W	14.03'

NOTE: THIS EXHIBIT IS TO ACCOMPANY PROPOSED METES AND BOUNDS DESCRIPTIONS AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND. PROPOSED BOUNDARIES ARE SUBJECT TO CHANGE.



EXHIBIT DEPICTING
PROPOSED BLOCK 3B
NORFOLK, VIRGINIA

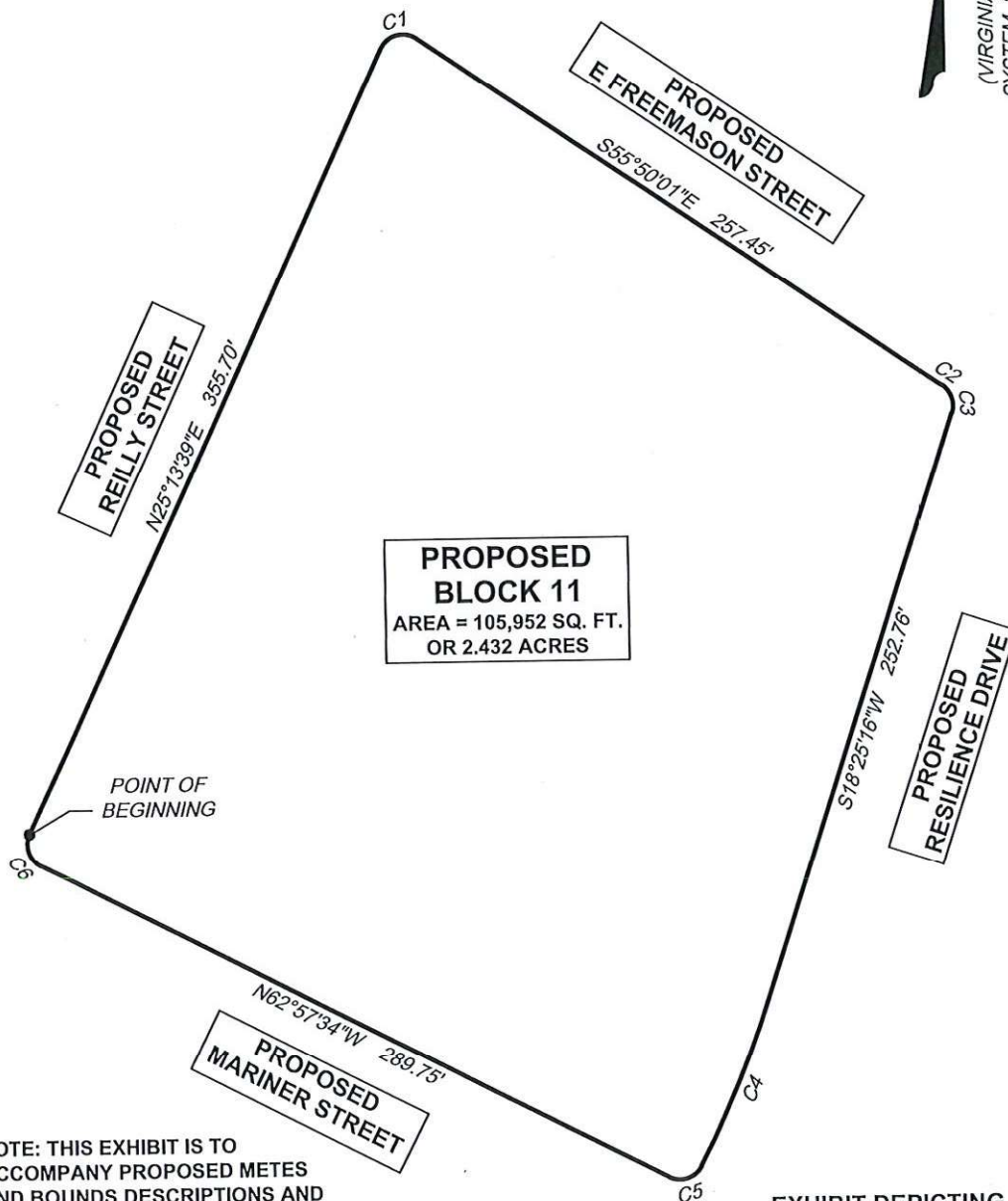
THIS DRAWING PREPARED AT THE VIRGINIA BEACH OFFICE 2901 South Lynnhaven Road, Suite 200 Virginia Beach, VA 23452 TEL 757.213.6679 FAX 757.340.1415 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS	Norfolk	Virginia
		Date: 10/24/2022	Scale: 1" = 50'
		Sheet 1 of 1	J.N.:56602
		Drawn by: Tellefsen	Checked by: Patterson

TIMMONS GROUP

Proposed Block 11

All that certain proposed lot, piece or parcel of land, lying and being in the City of Norfolk, Virginia and described as follows: Beginning at a point at the northeast intersection of the proposed right-of-way lines of Mariner Street and Reilly Street; thence along the proposed eastern right-of-way line of Reilly Street $N25^{\circ}13'39''E$ a distance of 355.70 feet to a point at the southeast intersection of the proposed right-of-way lines of Reilly Street and East Freemason Street; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 17.27 feet, a chord bearing of $N74^{\circ}41'49''E$, and a chord length of 15.20 feet to a point; thence along the proposed southern right-of-way line of East Freemason Street $S55^{\circ}50'01''E$ a distance of 257.45 feet to a point; thence with a curve turning to the left with a radius of 530.00 feet, an arc length of 2.45 feet, a chord bearing of $S55^{\circ}57'58''E$, and a chord length of 2.45 feet to a point at the southwest intersection of the proposed right-of-way lines of East Freemason Street and Resilience Drive; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 13.01 feet, a chord bearing of $S18^{\circ}50'19''E$, and a chord length of 12.11 feet to a point; thence along the proposed western right-of-way line of Resilience Drive $S18^{\circ}25'16''W$ a distance of 252.76 feet to a point; thence with a curve turning to the right with a radius of 470.00 feet, an arc length of 75.24 feet, a chord bearing of $S23^{\circ}00'26''W$, and a chord length of 75.16 feet to a point at the northwest intersection of the proposed right-of-way lines of Resilience Drive and Mariner Street; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.61 feet, a chord bearing of $S72^{\circ}19'01''W$, and a chord length of 14.07 feet to a point; thence along the proposed northern right-of-way line of Mariner Street $N62^{\circ}57'34''W$ a distance of 289.75 feet to a point; thence with a curve turning to the right with a radius of 10.00 feet, an arc length of 15.39 feet, a chord bearing of $N18^{\circ}51'57''W$, and a chord length of 13.92 feet to a point to the True Point and Place of Beginning, containing 105,952 square feet or 2.432 acres.

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	10.00'	17.27'	11.70'	98°56'20"	N74°41'49"E	15.20'
C2	530.00'	2.45'	1.23'	0°15'54"	S55°57'58"E	2.45'
C3	10.00'	13.01'	7.61'	74°31'11"	S18°50'19"E	12.11'
C4	470.00'	75.24'	37.70'	9°10'19"	S23°00'26"W	75.16'
C5	10.00'	15.61'	9.90'	89°26'51"	S72°19'01"W	14.07'
C6	10.00'	15.39'	9.69'	88°11'13"	N18°51'57"W	13.92'



NOTE: THIS EXHIBIT IS TO ACCOMPANY PROPOSED METES AND BOUNDS DESCRIPTIONS AND DOES NOT CONSTITUTE A SUBDIVISION OF LAND. PROPOSED BOUNDARIES ARE SUBJECT TO CHANGE.



EXHIBIT DEPICTING
PROPOSED BLOCK 11
NORFOLK, VIRGINIA

THIS DRAWING PREPARED AT THE
VIRGINIA BEACH OFFICE
2901 South Lynnhaven Road, Suite 200 | Virginia Beach, VA 23452
TEL 757.213.6679 FAX 757.340.1415 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS

Norfolk	Virginia
Date: 10/24/2022	Scale: 1" = 60'
Sheet 1 of 1	J.N.: 56602
Drawn by: Tellefsen	Checked by: Patterson

TIMMONS GROUP

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



Nathan F. Slims Jr., *Executive Director*

Commissioners: Alphonso Albert, *Chair* | Suzanne Puryear, *Vice Chair*

Adam Casagrande | Amy Chudzinski | Terreon Conyers | Earl P. Fraley Jr. | Elbert Louls | Phillip Smith, M.D.

May 28, 2025

Brinshore Development, LLC
ATTN: Richard L. Sciortino
1603 Orrington Ave., Suite 450
Evanston, IL 60201

Dear Mr. Sciortino:

NRHA has received your request to revise the "Letter of Intent" for the previous reviewed proposal received from your company in response to NRHA's PBV solicitation in September 2022. This is a letter of intent to notify you that the below referenced project has been selected to be awarded PBV rental assistance.

Development Name:	Norfolk TWG B2 Apartments at Kindred
Development Address:	1101 Mariner St., 1001 E Freemason Street, Norfolk VA 23510
Owner/Developer Name:	TWG Phase B2, LLC
Owner/Developer Address:	1603 Orrington Ave., Suite 450 Evanston, IL 60201
Owner/Developer Contact Person:	Richard L. Sciortino
Contact Telephone Number:	(224)927-5053
Contact Email Address:	richs@brinshore.com
Total Number of Units	101
Proposed Number of PBV Units	46

NRHA is required to select PBV proposals which meet the mandatory HUD criteria for the PBV program and that are in accordance with the competitive selection procedures of NRHA's Administrative Plan. Based on the below criteria this project meets the HUD Mandatory Criteria and ranks competitively in satisfying the NRHA's PHA Administrative Plan requirements.

HUD Mandatory Criteria include:

- The location of the project is within the PHA's jurisdiction or the PHA has been authorized to administer the program in accordance with 24 CFR 982.516.
- The proposal is for an eligible housing type.
- The owner has site control.
- For new construction and rehabilitation housing, construction has not started.



- The project does not exceed the 25 percent cap with exceptions provided for in 24 CFR 983.56(b).
- Gross rents are within the PHA's payment standards.
- Proposed project is consistent with local PHA requirements stated in the RFP.
- The owner is eligible, not on the GSA list of contractors excluded from participation in federal procurements, and does not have a conflict of interest.
- The project will be available for occupancy 24 months.
- The proposal is complete.

This project meets the HUD Mandatory Criteria and ranks competitively in satisfying the NRHA's PHA Administrative Plan requirements.

HUD stipulates that the initial rent for a PBV project may not exceed the lessor of:

- 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary of HUD) for the unit bedroom size minus any applicable utility allowances;
- The reasonable rent; or
- The rent requested by the owner.

NRHA is issuing this Letter of Intent to award rental housing assistance utilizing the 2024 fair market rents/utility allowance for Norfolk, Virginia as a basis under the following proposed contract rent schedule:

Rent Scheduled and Proposed Contract Rents

Unit Size	# of Units	Requested Monthly Contract Rent per Unit	NRHA'S Monthly Utility Allowance	Proposed Gross Contract Rent per unit	Monthly Utility Allowance*	Proposed Gross Contract Rent per unit*
1	2	\$1,549.00	\$208.00	\$1,757.00	\$82.00	\$1,631.00
2	12	\$1,757.00	\$266.00	\$2,023.00	\$108.00	\$1,865.00
3	21	\$2,463.00	\$324.00	\$2,787.00	\$134.00	\$2,597.00
4	10	\$2,930.00	\$382.00	\$3,312.00	\$159.00	\$3,089.00
5	1	\$3,368.00	\$439.00	\$3,808.00	\$185.00	\$3,553.00

Utility allowance based on total electric unit with water, sewer, and trash collection included in the rent.

*Utility allowance submitted by developer pending approval to use from HUD

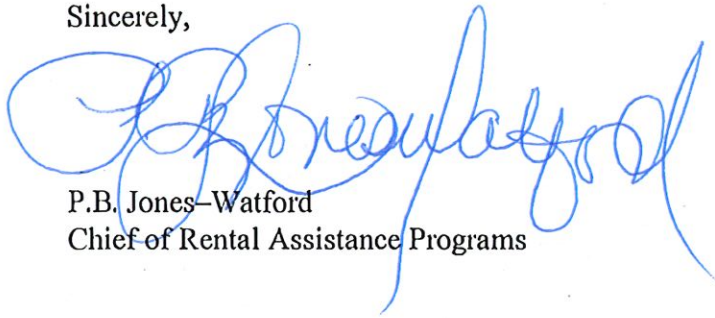
Note: Prior to executing a Housing Assistance Payments Contract all designated PBV units and the outer area of the development must pass a HUD HQS inspection



Should you have any questions concerning this Letter of Intent or the NRHA –PBV Program, please feel free to contact me at 757-624-8629 or via email at pjoneswatford@nrha.us.

NRHA looks forward to working with you in providing affordable rental housing to the residents of Norfolk.

Sincerely,



P.B. Jones-Watford
Chief of Rental Assistance Programs



Tab R:

Documentation of Utility Allowance calculation



UTILITY ALLOWANCE ESTIMATE CERTIFICATION

VHDA #: _____ Property name: Norfolk TWG Phase B2 at Kindred

Utilities residents are responsible for: ☒ ELECTRIC ☐ GAS ☒ WATER ☒ SEWER ☐ TRASH

☐ YES ☒ NO Are there additional fees passed on to residents?

If YES, list Fee Type: _____ and Fee Amount: \$ _____

☐ YES ☒ NO A copy of the [90-day notice sent to residents](#) is attached.

☒ YES ☐ NO [Utility Allowance Estimates Spreadsheet](#), including each bedroom type using the utility allowance estimate, is attached.

☐ YES ☒ NO Will a combination of utility allowance options be used? If YES, check options below and include documentation for all utility allowance estimates:

The following utility allowance option has been selected:

UTILITY OPTIONS	DOCUMENTS REQUIRED
☐ Local Utility Company Estimate	Documents provided by local utility company supporting estimates for each unit size and type by square feet
☒ Energy Consumption Model	Documents provided by the professional engineer supporting estimates for each unit size and type, and a copy of their current Virginia business license or current Virginia SCC certificate
☐ HUD Utility Schedule Model (HUSM)	The completed HUSM, along with the supporting rates, schedules, taxes, fees, and riders, and a copy of their current Virginia business license or current Virginia SCC certificate

Send utility allowance submission to Virginia Housing:

Email: Forms and documents scanned together in one pdf package to: UtilityAllowances@VirginiaHousing.com	Mail: Virginia Housing Compliance & Asset Management Dept. P.O. Box 4630 Richmond, VA 23220-8630	Inquiries: Regarding utility allowance approvals must be directed to: UtilityAllowances@VirginiaHousing.com
---	--	---

I understand that Virginia Housing may require additional information to substantiate the estimates provided herein. Also, I certify the following:

1. I have personally reviewed the documentation for each building/BIN (Building Identification Number) provided in this estimate.
2. For estimates based on utilities that are sub-metered, tenants only pay for utility consumption specific to their unit. Administrative fees of \$5.00 or less per month may be charged to the tenants. For administrative fees greater than \$5.00 per month, the difference must be included in gross rent and a utility allowance given and indicated on the Utility Allowance Estimates spreadsheet.
3. Cable television, telephone and internet costs are excluded from utility allowance calculations.
4. The estimate is based on available historical data from the most recent 12-month period. For New Construction, 12 months of data from similar units in similarly-constructed buildings in the project's geographic area was used.
5. Data is not more than 60 days old at the time of this submission.
6. All unit sizes (when applicable) and types in the property are listed on the enclosed Utility Allowance Estimate spreadsheet, along with their correct, combined monthly average utility estimates. For any units not included in the estimate, the reason for exclusion is noted on the spreadsheet.
7. The documentation provided in this submission is complete and accurate.

In addition to the owner's certifications above, if the owner used a RESNET professional or engineer to complete the HUD Model or determine an Energy Consumption estimate, the owner and professional/engineer certify the following:

8. The owner and professional/engineer are not related, as defined in IRC section 267(b) or 707(b).
9. If using the Energy Consumption Model, it takes into account specific factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, and characteristics of the building location.
10. Utility rates are based on local rates and utility supplier(s) for the above-named property and are no older than the rates in place 60 days prior to the date of this submission.
11. A copy of the professional/engineer's current Virginia business license or current Virginia SCC certificate is attached.

RESNET Professional or Engineer:

Brad Brinke

Printed Name

7280903

License #



Signature

ProCraft Inspection Services

Name of Firm

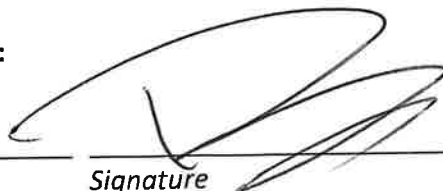
03/06/25

Date

Owner/Authorized Signatory:

Richard Sciortino

Printed Name



Signature

6/25/2025

Date

Tab R

Norfolk TWG Phase B2: Utility Allowances

	1BR	2BR	3BR	4BR	5BR
Electric	40	60	80	100	120
Water & Sewer	42	48	54	59	65
UA	82	108	134	159	185

Utility Allowance Change Notification

Date

Dear Resident Name,

In accordance to the IRS Regulations Section 1.42-10(c), Triumphant at Kindred is now required to make available to all residents the utility estimates obtained by our company annually. The estimates were obtained from Procraft Inspection Services and will be effective Date.

The utility estimates obtained by our company are used when computing the gross rents for the units and do not affect the utilities the residents pay on their units.

If you would like more information on how this will impact you or if you would like to see the actual estimates, please stop by the community office during our normal business hours.

Sincerely,

Manager- Franklin Group

ProCraft Inspection Services

757.362.2300 • www.procraftinspections.com

March 6, 2025

Re: Block 17/18, Tidewater Gardens Phases A & B, Norfolk, VA

The monthly average water and sewer utility cost for Block 17/18, Tidewater Gardens Phases A & B has been estimated to be:

\$40 for a one bedroom
\$60 for a two bedroom
\$80 for a three bedroom
\$100 for a four bedroom
\$120 for a five bedroom

Please see the sample household for more information on the calculation.

The monthly average electric cost for Block 17/18, Tidewater Gardens Phases A & B has been estimated to be:

\$42 for a one bedroom
\$48 for a two bedroom
\$54 for a three bedroom
\$59 for a four bedroom
\$65 for a five bedroom

Please see the sample household for more information on the calculations.

*One bedroom assumes 2 occupants; two bedrooms assume 3 occupants; three bedrooms assume 4 occupants, four bedrooms assumes 5 occupants, and five bedrooms assume 6 occupants.

Pursuant to Option 2 in the VHDA Utility Allowance Options and Procedures issued on February 12, 2009, the utilities were estimated by an unrelated RESNET professional using an energy consumption model. The estimate reflects current rates as of February 2025.

Respectfully,



Brad Brinke
ProCraft Inspection Services
HERS Rater #7280903

Energy audits • energy ratings •
weatherization • property inspections



ProCraft Inspection Services

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**Tidewater Gardens Phase A
Norfolk, VA**

Water Fixtures Used:

1.28gpf toilet
1.5gpm shower head
Electric dishwasher
Electric Washing Machine

The apartments were modeled using the EPA's "Water Sense Home" baseline figures of 70 gallons per person per day. By using the ultra low flow fixtures and other water saving devices in the units a savings of 26.53 gallons per day is created. When subtracted from the EPA estimate a comparable unit will use 43.47 gallons of water per day per person.

Water rates are \$4.30 per HCF
Sewer rates are \$3.53 per HCF
HRSD treatment fee is \$3.55 HCF

A sample 4 person household (3 bedroom)

43.47 gallons X 4 persons X 60 days (billing cycle)=10,432 gallons/748 =13.95 HCF

Norfolk meter fee	\$1.00
13.95 HCF x \$4.30 water	\$59.99
13.95 HCF x 3.53 sewer	\$49.24
13.95 HCF x 3.55 HRSD treatment	<u>\$49.52</u>

Total	\$159.75
--------------	-----------------

Daily Rate \$159.75/60=\$2.66
Monthly Rate \$80

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Average monthly usage in KWH for a one bedroom with two occupants:

HVAC 1500KWH
Computer 45 KWH
Refrigerator 35 KWH
Dryer 37 KWH
Washing Machine 13 KWH
Oven 23 KWH
Televisions (3) 21 KWH
Game system 20 KWH
Dishwasher 18 KWH
Microwave 11 KWH
Coffee Maker 10 KWH
Lights 6 KWH
Water Heater 410

Total KWH=2,358

Electric Fixtures Used:

Electric water heater
Refrigerator
Dishwasher
Electric heat pump

Electric rates at 2.1086 cents for the first 800 KWH and 1.1943 cents for over 800 KWH
Monthly Meter Fee \$6.58

.021086 x 800=\$16.87

.011943 x 1558=\$18.61

Meter Fee=\$6.58

Total Monthly for 2 people: \$42.06

Average monthly usage in KWH for a two bedroom with three occupants is 2,790 KWH

Average monthly usage in KWH for a three bedroom with four occupants is 3,233 KWH

Average monthly usage in KWH for a four bedroom with five occupants is 3,714 KWH

Average monthly usage in KWH for a five bedroom with six occupants is 4,215 KWH

Energy audits • energy ratings •
weatherization • property inspections



Tab S:

Supportive House Mandatory
Certification and Documentation

NOT APPLICABLE

Tab T:

Funding Documentation



Nathan F. Simms Jr., *Executive Director*

Commissioners: Alphonso Albert, *Chair* / Terreon Conyers, *Vice Chair*
Adam Casagrande / Amy Chudzinski / Earl P. Fraley Jr. / Elbert Louis / Philip Smith, M.D.

June 27, 2025

Brinshore Development, LLC
Attn: Richard Sciortino
1603 Orrington Ave, Suite 450
Evanston, IL 60201

RE: COMMITMENT OF FUNDING – CHOICE NEIGHBORHOODS IMPLEMENTATION
GRANT FUNDS

Dear. Mr. Sciortino,

As part of the Choice Neighborhoods Implementation ("CNI") grant awarded to the Norfolk Redevelopment and Housing Authority ("NRHA") and the City of Norfolk for the redevelopment of the Tidewater Gardens public housing property, NRHA hereby commits the following funds to the owner entities ("Partnerships") created for each of the projects (each a "Project") listed below, which funds will be provided to each Partnership in the form of a loan (collectively, the "Loan"), subject to final HUD approval:

Project:	Amount:
TWG B1	Up to \$ 750,000
TWG B2	Up to \$ 750,000

The funding commitments will be subject to the following terms:

- Term: 40 years
- Interest rate: 0%
- Amortization: Interest Only
- Repayment: Balloon payable at the time of future capital event

NRHA's Commitment to provide the Loan is contingent upon (i) an awards of low-income housing tax credits ("LIHTC") from Virginia Housing (formerly VHDA) for each Project and (ii) execution of loan documents acceptable to NRHA, in its sole discretion.

The Partnerships may not assign this Commitment without the prior written consent of NRHA, which consent shall be in NRHA's sole and absolute discretion. Any prior commitment made by NRHA for one or more Loan in connection with any Project listed herein (or any portion of a Project) is hereby revoked and replaced with this Commitment.



The Partnerships have represented that they will comply with all requirements, restrictions and provisions applicable to the CNI grant and included in the Loan documents and, if awarded, any approvals for financing from Virginia Housing and NRHA.

Should you have any questions, please contact NHRA's project lead for the Tidewater Gardens CNI, Steve Morales, at smorales@nrha.com or (757) 624-8646.

Sincerely,

Demetria Johnson for Nathan Simms
Deputy Executive Director
Nathan F. Simms Jr.,
Executive Director



Nathan F. Simms Jr., *Executive Director*

Commissioners: Alphonso Albert, *Chair* / Terreon Conyers, *Vice Chair*
Adam Casagrande / Amy Chudzinski / Earl P. Fraley Jr. / Elbert Louis / Philip Smith, M.D.

June 27, 2025

Brinshore Development, LLC
Attn: Richard Sciortino
1603 Orrington Ave, Suite 450
Evanston, IL 60201

RE: COMMITMENT OF FUNDING – FY 2023 CHOICE NEIGHBORHOODS
IMPLEMENTATION SUPPLEMENTAL GRANT FUNDS

Dear Mr. Sciortino,

As part of the Choice Neighborhoods Implementation FY2023 Supplemental ("CNI") grant awarded to the Norfolk Redevelopment and Housing Authority ("NRHA") and the City of Norfolk for the redevelopment of the Tidewater Gardens public housing property, NRHA hereby commits the following funds to the owner entities ("Partnerships") created for each of the projects (each a "Project") listed below, which funds will be provided to each Partnership in the form of a loan (collectively, the "Loan"), subject to final HUD approval:

<u>Project:</u>	<u>Amount:</u>
TWG B2	Up to \$ 1,827,769

The funding commitments will be subject to the following terms:

- Term: 40 years
- Interest rate: 0%
- Amortization: Interest Only
- Repayment: Balloon payable at the time of future capital event

NRHA's Commitment to provide the Loan is contingent upon (i) an awards of low-income housing tax credits ("LIHTC") from Virginia Housing (formerly VHDA) for each Project (ii) execution of the purchase option allowing NRHA to acquire the Project and (iii) execution of loan documents acceptable to NRHA, in its sole discretion.

The Partnerships may not assign this Commitment without the prior written consent of NRHA, which consent shall be in NRHA's sole and absolute discretion. Any prior commitment made by NRHA for one or more Loan in connection with any Project listed herein (or any portion of a Project) is hereby revoked and replaced with this Commitment.



The Partnerships have represented that they will comply with all requirements, restrictions and provisions applicable to the CNI grant and included in the Loan documents and, if awarded, any approvals for financing from Virginia Housing and NRHA.

Should you have any questions, please contact NHRA's project lead for the Tidewater Gardens CNI, Steve Morales, at smorales@nrha.com or (757) 624-8646.

Sincerely,

Demetrius Johnson
Deputy Executive Director

Nathan F. Simms Jr., *NFS*
Executive Director



Nathan F. Simms Jr., *Executive Director*

Commissioners: Alphonso Albert, *Chair* / Terreon Conyers, *Vice Chair*
Adam Casagrande / Amy Chudzinski / Earl P. Fraley Jr. / Elbert Louis / Philip Smith, M.D.

June 27, 2025

Brinshore Development, LLC
Attn: Richard Sciortino
1603 Orrington Ave, Suite 450
Evanston, IL 60201

RE: COMMITMENT OF FUNDING – FY 2024 CHOICE NEIGHBORHOODS
IMPLEMENTATION SUPPLEMENTAL GRANT FUNDS

Dear Mr. Sciortino,

As part of the Choice Neighborhoods Implementation FY2024 Supplemental ("CNI") grant awarded to the Norfolk Redevelopment and Housing Authority ("NRHA") and the City of Norfolk for the redevelopment of the Tidewater Gardens public housing property, NRHA hereby commits the following funds to the owner entities ("Partnerships") created for each of the projects (each a "Project") listed below, which funds will be provided to each Partnership in the form of a loan (collectively, the "Loan"), subject to final HUD approval:

<u>Project:</u>	<u>Amount:</u>
TWG B2	Up to \$ 2,500,000

The funding commitments will be subject to the following terms:

- Term: 40 years
- Interest rate: 0%
- Amortization: Interest Only
- Repayment: Balloon payable at the time of future capital event

NRHA's Commitment to provide the Loan is contingent upon (i) an awards of low-income housing tax credits ("LIHTC") from Virginia Housing (formerly VHDA) for each Project (ii) execution of the purchase option allowing NRHA to acquire the Project and (iii) execution of loan documents acceptable to NRHA, in its sole discretion.

The Partnerships may not assign this Commitment without the prior written consent of NRHA, which consent shall be in NRHA's sole and absolute discretion. Any prior commitment made by NRHA for one or more Loan in connection with any Project listed herein (or any portion of a Project) is hereby revoked and replaced with this Commitment.



The Partnerships have represented that they will comply with all requirements, restrictions and provisions applicable to the CNI grant and included in the Loan documents and, if awarded, any approvals for financing from Virginia Housing and NRHA.

Should you have any questions, please contact NHRA's project lead for the Tidewater Gardens CNI, Steve Morales, at smorales@nrha.com or (757) 624-8646.

Sincerely,

Demetria Johnson for
Deputy Executive Director

Nathan F. Simms Jr.,
Executive Director

FY2018 Choice Neighborhoods Implementation Grant Agreement

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**FY2018 Choice Neighborhoods
IMPLEMENTATION GRANT AGREEMENT**

This grant agreement (“Grant Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the Lead and Co-Applicant(s) (“Grantee”). On May 13, 2019, HUD awarded the Grantee a Choice Neighborhoods Implementation Grant from fiscal year 2018 funds, for the implementation of a Transformation Plan (“Transformation Plan”) that is identified in this Grant Agreement below.

HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Grantee, in the total amount listed on the form HUD-1044, for the activities described in the Transformation Plan as defined in Article III. Either the Lead Applicant or the Co-Applicant Grantee may be the designated entity with access to LOCCS for drawing down grant funds.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937, the Consolidated and Further Continuing Appropriations Act, 2018 (Pub. L. 115-41, approved March 23, 2018) (“2018 HUD Appropriations Act”), (collectively the “Choice Neighborhoods Authorization”).

The form HUD-1044 and Exhibit A are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

ARTICLE I. Choice Neighborhoods Requirements

The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the “Choice Neighborhoods Requirements”):

- A. the U.S. Housing Act of 1937, as amended (the “1937 Act”), as applicable, and all implementing regulations;
- B. the 2018 HUD Appropriations Act (Public Law 115-41, approved March 23, 2018);
- C. the Fiscal Year (FY) 2018 Notice of Funding Availability for the Choice Neighborhoods Initiative Implementation Grants published via Grants.gov on May 18, 2018 (the “Choice Neighborhoods Implementation NOFA”).
- D. 31 U.S.C. § 1552. In accordance with this statute, all FY2018 funding must be expended by September 30, 2025. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose. In order to ensure funds are drawn from LOCCS by that date, HUD may provide additional guidance as the deadline approaches for when grantees should submit the final draw request (e.g. usually approximately two weeks prior to the expenditure deadline).
- E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing during the implementation process. Grantees are required to involve the affected public and/or assisted housing residents in the implementation of the Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement, unless HUD indicates otherwise in writing, Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in your grant application.
- F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;
- G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;
- H. all other applicable Federal requirements, including, without limitation, those set forth the FY2018 Appropriations Act and those set forth in Appendix A; and
- I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement.

ARTICLE II. Program Overview

A. Goals of the Choice Neighborhoods Program. The Choice Neighborhoods Program employs a comprehensive approach to neighborhood transformation. The program transforms neighborhoods of concentrated poverty into mixed-income neighborhoods of long-term viability by revitalizing severely distressed public and/or assisted housing; improving access to economic opportunities; and investing and leveraging investments in well-functioning services, effective schools and education programs, public assets, public transportation, and improved access to jobs. Choice Neighborhoods ensures that current residents benefit from this transformation by preserving affordable housing in the neighborhood or providing the choice to move to affordable housing in another neighborhood of opportunity. The purpose of this grant is to implement a Transformation Plan that has been developed through a local planning process and furthers the goals of the Choice Neighborhoods Program. The core goals of Choice Neighborhoods are:

- 1. Housing:** Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
- 2. People:** Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
- 3. Neighborhood:** Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

ARTICLE III. Choice Neighborhoods Transformation Plan

- A. General. The Grantee's Choice Neighborhoods Transformation Plan ("Transformation Plan") consists of a document or documents reviewed and approved by HUD to govern the transformation of the neighborhood. The Transformation Plan should integrate effective strategies to implement public and/or assisted housing revitalization, the coordination and design of supportive services, including educational opportunities for children, and neighborhood-level planning to improve a range of neighborhood assets. The Transformation Plan should be created as part of a collaborative planning process that involves neighborhood stakeholders and local governmental entities. The Transformation Plan should translate the three core goals of Choice Neighborhoods – Housing, People and Neighborhood – into a strategy that will direct investments, demonstrate the commitment among a range of public and private partners to address interdependent neighborhood challenges, utilize data to set and monitor progress toward implementation goals, and engage community stakeholders and residents in meaningful decision-making roles.
- B. Components of the Transformation Plan. The Grantee's Transformation Plan includes each of the following components, as needed for the Transformation Plan and as approved by HUD. Because some of these documents may be submitted to HUD for approval throughout the implementation of the Grant Agreement, an approved Transformation Plan shall be

deemed to mean the most recent set of documents that have been submitted to (as set forth in this Article) and approved by HUD:

1. The Grantee's Choice Neighborhoods application, submitted in response to the FY2018 Choice Neighborhoods Implementation NOFA (the "Choice Neighborhoods Application");
2. Post Application Submissions that HUD requires the Grantee to submit following HUD's review of the Choice Neighborhoods application and/or as a result of a site visit to the neighborhood which is the target of redevelopment under this grant ("Development"), including but not limited to:
 - a. any additional information required for HUD to approve demolition of the target public and/or assisted housing based on the Choice Neighborhoods application;
 - b. certifications and assurances;
 - c. a Program Schedule, in accordance with the timeframes established in this Article;
 - d. a Choice Neighborhoods Budget (all phases) as described in Article VI;
 - e. any other information or documentation that is not otherwise required under any other component of the Transformation Plan that is requested by HUD to supplement or refine information provided in the Choice Neighborhoods Application or to meet any terms or conditions of the Grant Agreement; and
 - f. any waiver requests;

(Subparagraphs (a) through (f) are hereafter collectively referred to as, "Post Application Submissions.")

3. a Supportive Services/People plan;
4. the Grantee's submissions to HUD in connection with an Endowment Trust, if applicable, in accordance with Article IV(J) (including but not limited to submission of a Choice Neighborhoods Endowment Trust Addendum);
5. for public housing only, a Demolition Application, if applicable, as described in Article IV;
6. for public housing only, a Disposition Application relating to the Development, as described in Article IV, to the extent applicable;
7. a development proposal(s), as described in Article IV;
8. a homeownership proposal, as applicable, as described in Article IV;

9. a plan for Critical Community Improvements projects, as applicable; and
 10. any amendment or modification of the foregoing, as approved in writing by HUD.
- C. Incorporation into Grant Agreement. As each component of the Transformation Plan is approved in writing by HUD, it will be deemed to be incorporated into this Grant Agreement.
- D. Time Periods for Implementation. The Grantee agrees to implement its Transformation Plan in accordance with the approved Program Schedule, including but not limited to the following time periods:
1. In accordance with the Choice Neighborhoods Implementation NOFA as incorporated by Article I(C) above.
 2. Items identified in paragraph (B) of this Article must be submitted to HUD in accordance with the HUD-approved Program Schedule. The Program Schedule is due to HUD within 120 calendar days (weekends and holidays are not excluded) from the Grant Award Date. HUD reserves the right to require Grantee to make edits to these items to put them in a form and substance acceptable to HUD.
 3. The Grantee must start service coordination and case management services as soon as possible, if they have not already. The Grantee must have started these services within 60 days of the Grant Award Date. It is imperative that case management services begin immediately so that residents who will be relocated have time to participate in and benefit from Supportive Services activities before leaving the site; and that residents who have already been relocated are able to participate in and benefit from Supportive Services activities.
 4. The Grantee must submit the People/Supportive Services plan within 9 months of the Grant Award Date for HUD's review and approval.
 5. The Grantee must submit the Critical Community Improvements plan within 12 months of the Grant Award Date for HUD's review and approval.
 6. The closing of the first housing phase of development must take place within 18 months of the Grant Award Date. For this purpose, "closing" means all financial and legal arrangements have been executed and actual activities (construction, etc.) are ready to commence. The construction Notice to Proceed or equivalent must be issued no later than 90 days after the closing date, unless otherwise approved by HUD.
 7. Grantees must start housing rehabilitation/construction within 21 months of the Grant Award Date.
 8. Grantees must complete replacement housing rehabilitation/construction by obtaining a certificate of occupancy or equivalent for units funded with Choice Neighborhoods funds

by September 30, 2025. In accordance with the statutory deadline for expenditure of funds, HUD cannot approve an extension to this milestone.

- E. Time Extensions. All requests for extensions of the time periods for implementation listed in paragraph (D)(1)-(7) of this Article must be requested by the Grantee in advance of the deadline date. All requests for extensions must be made in writing to the Office of Public Housing Investments and will be reviewed and approved or disapproved by the Assistant Secretary of Public and Indian Housing and/or the Deputy Assistant Secretary for the Office of Public Housing Investments.

ARTICLE IV. Transformation Activities and Requirements

- A. Program Activities. Grantees must include the activities listed in Section III.E.1 of the Choice Neighborhoods Implementation NOFA in their Transformation Plan.
- B. Program Requirements. Grantees must comply with the Program Requirements stated in Section III.E.2 of the Choice Neighborhoods Implementation NOFA, some of which are restated in this Article for emphasis and/or with additional detail.
- C. One-for-one Replacement of Public and/or Assisted Housing. Each Transformation Plan must comply with the applicable one-for-one replacement requirement as stated in Section III.E.2.b of the Choice Neighborhoods NOFA.
- D. Replacement Housing Development Activities.
1. Public Housing Development Activity. For any public housing development activity under the Transformation Plan (whether on-site reconstruction or off-site development), the Grantee must obtain HUD approval of a development proposal submitted under 24 CFR 905.606 ("Development Proposal").
 2. Any RAD conversion must be done in accordance with the protocol for reviewing RAD/Choice Neighborhoods projects or subsequent guidance.
 3. For projects involving Section 8, both Project Based Rental Assistance (PBRA) and Project Based Vouchers (PBV), and Choice Neighborhoods funding, HUD will review the development proposal in accordance with the Cost Controls and Safe Harbor Standards for Rental Mixed-Finance Development, dated April 2003, or subsequent guidance.
 4. For Replacement Units to be provided as PBVs in projects developed by an entity other than the Housing Implementation Entity, the PHA that administers the vouchers must comply with 24 CFR part 983. In addition, the Choice Neighborhoods office must review project information in advance of the AHAP or HAP contract to confirm the project satisfies the CN program requirements (e.g. is in a mixed-income development

and, if located outside the target neighborhood, meets the location requirements set forth in the NOFA).

- E. **Rehabilitation Activities.** For rehabilitation and physical improvement of public housing and/or community facilities primarily intended to facilitate the delivery of community and supportive services for residents of the Development and residents of off-site replacement housing under the Transformation Plan, the Grantee will comply with 24 CFR § 905.
- F. **Affordable Housing Development Activities.** Affordable housing (non-replacement, rental or homeownership, as defined in the NOFA) units developed with Choice Neighborhoods funds must be done in accordance with a proposal approved by HUD. Such units must be available to families earning 81-120 percent of AMI and grantees shall commit to an affordability period of at least 20 years. Affordable housing units must be in the same building with replacement units, except for buildings with one to four units total. Further, affordable housing units cannot include other funding that restricts incomes below 120% AMI (e.g. Low-Income Housing Tax Credits). The affordability restrictions shall be contained in a legally enforceable document recorded in the appropriate recorder's office or registry of deeds and consistent with long-term viability of the project.
- G. **Demolition of Public Housing.** You cannot carry out nor permit others to carry out the demolition of the targeted public housing project or any portion of the project until HUD approves, in writing, one of the following ((1) - (3) of this section), and until HUD has also:
 - (i) approved a Request for Release of Funds submitted in accordance with 24 CFR part 58, or
 - (ii) if HUD performs an environmental review under 24 CFR part 50, has approved the property for demolition, in writing, following its environmental review.
 - 1. Information regarding demolition in your Choice Neighborhoods Application, along with Post Application Submissions requested by HUD after the award of the grant. Section 24(g) of the 1937 Act provides that severely distressed public housing that is demolished pursuant to a revitalization plan is not required to be approved through a demolition application under section 18 of the 1937 Act or regulations at 24 CFR part 970.
 - 2. A demolition application under section 18 of the 1937 Act.
 - 3. A section 33 Required Conversion Plan, in compliance with regulations at 24 CFR part 972, subpart A and other applicable HUD requirements. A Required Conversion Plan concerns the removal of a public housing project from a PHA's inventory.
- H. **Demolition of Multifamily Housing.** For projects subject to a project-based section 8 Housing Assistance Payments ("HAP") contract, the Grantee will not engage in or permit the partial or total demolition of the project, or any activities related thereto, including any activities in preparation for such demolition, without the prior written consent of HUD. Such consent will not be provided until HUD has first approved (i) a proposal for preserving the project-based section 8 HAP contract consistent with applicable statutory authority (e.g., section 212(a) of the 2012 HUD Appropriations Act, or successor legislation; or section 8(bb)(1) of 1937 Act) and all related Departmental policies, procedures, and requirements;

(ii) a proposal for project rehabilitation; and (iii) a replacement housing plan that provides for the orderly, temporary relocation of relocated families (e.g., based on the requirements of Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (Multifamily Emergency/Disaster Guidance), section 38-32C (Section 8 Pass Through)) that ensures decent, safe, and sanitary housing, consistent with 24 CFR Part 5 Subpart G (Physical Condition Standards and Inspection Requirements) and 24 CFR Part 200 Subpart P (Physical Condition of Multifamily Properties), at the beginning of and throughout the relocation period.

I. Disposition of Public Housing. This section applies only to disposition of public housing.

1. Disposition of a severely distressed public housing site, by sale or lease, in whole or in part, must be done in accordance with section 18 of the 1937 Act and implementing regulations at 24 CFR part 970, as applicable.
2. The Grantee will also comply with the provisions of its approved disposition application (the approved "Disposition Application"), unless otherwise modified in writing by HUD, and with the procedures for processing dispositions associated with mixed-finance projects as set forth by HUD.
3. A ground lease of one year or more that is not incident to the normal operation of a development is considered to be a disposition that is subject to section 18 of the 1937 Act.

J. Relocation.

1. General. The Grantee will provide suitable, decent, safe, and sanitary housing for each family required to relocate because of transformation activities under the Transformation Plan.
2. Relocation Plan for Public Housing Units. The Grantee must carry out its relocation activities in compliance with a relocation plan that conforms with the following statutory and regulatory requirements, as applicable (the "Relocation Plan") for displacement or temporary relocation carried out as a result of:
 - a. **Rehabilitation, acquisition, or demolition pursuant to section 24 of the 1937 Act** under an approved Plan is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq; 49 CFR part 24) (URA) and regulations at 24 CFR § 905.308 or successor part and meets the requirements of the Choice Neighborhoods Implementation NOFA.
 - b. **Disposition or demolition pursuant to section 18 of the 1937 Act** under an approved Transformation Plan is subject to section 18 of the 1937 Act as amended and 24 CFR 970.21.
 - i. Exception: displacement or temporary relocation carried out as a result of **disposition** pursuant to the mixed-finance development requirements at 24 CFR 905, subpart F is subject to section 18 of the 1937 Act but not 24 CFR 970.21.

- c. **Disposition pursuant to a Section 332 required conversion plan** is subject to Section 18 of the 1937 Act and 24 CFR Part 971.
- d. **Demolition pursuant to a Section 33 required conversion plan** is subject to the URA.

If the project also utilizes Community Development Block Grant (CDBG) or HOME funds, section 104(d) of the Housing and Community Development Act of 1974 may also apply. Please refer to the Tenant Assistance Relocation and Real Property Acquisition Handbook (HUD Handbook 1378) for detailed information.

- 3. **Relocation Plan for Non-Public Housing Units.** Except for displacement resulting from demolition or disposition activities subject to section 18 of the 1937 Act, projects involving real property acquisition, rehabilitation or demolition are subject to the URA and the requirements of the Choice Neighborhoods Implementation NOFA. For projects subject to a project-based section 8 HAP contract, the Grantee will (i) secure or cause to be secured temporary replacement housing for displaced families; will ensure that (ii) the temporary housing is available for the entire duration of the displacement period; and (iii) the housing meets the requirements of 24 CFR Part 5, Subpart G (“Physical Condition Standards and Inspection Requirements”) and 24 CFR Part 200 Subpart P (“Physical Condition of Multifamily Properties”) at the beginning of and throughout the displacement period. To satisfy this requirement, the Grantee is encouraged to adopt the model and the related procedures in Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”) for the temporary relocation of section 8-assisted families necessitated by a natural disaster or other emergency. Based on this model and the related procedures, the Grantee is authorized to enter into a temporary lease for a unit in the same locale that meets the foregoing regulatory requirements on behalf of a displaced section 8-assisted family. During this period, the Owner of a property subject to a project-based section 8 HAP contract (“Owner”), whether the Owner is the Grantee or one of the Grantee’s partners, may voucher for the contract rent for that unit on a temporary basis. The Owner pays no more than the contract rent on the temporary dwelling until the resident’s permanent rental unit has been restored to habitable condition and the Owner notifies the resident that they may resume occupancy of their former unit. The resident is still responsible for the resident’s share of the rent. Should the displaced resident fail to return, the Owner may rent the repaired unit to an eligible section 8 applicant. Before doing so, however, the Owner must inform the resident in writing that their assistance is terminated. In the event that the Owner rents the unit to an eligible section 8 applicant, the Owner must first terminate the “pass through” lease that the Owner executed on behalf of the displaced resident. In addition, should the temporarily relocated resident move from the temporarily leased unit before their permanent rental unit is repaired and made available for their return, the Owner can no longer voucher for the temporary unit and the resident is considered permanently housed. (See Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”)).

K. Acquisition.

1. **Acquisition Proposal.** A PHA must submit an acquisition proposal to HUD for review and approval prior to acquisition in accordance with 24 CFR 905.608 when a PHA determines that it is necessary to acquire vacant land for development of replacement housing through new construction, using public housing funds. This acquisition approval must be submission of a development proposal under 24 CFR 905.606.
2. **Land for Replacement Units outside the target neighborhood.** For acquisition of land for replacement housing outside the target neighborhood, you must comply with 24 CFR 905.602 (site and neighborhood standards).
3. **Land for Economic Development-Related Activities.** Acquisition of land for this purpose is eligible if the activities specifically promote the economic self-sufficiency of residents of the neighborhood, such as construction or rehabilitation of parks and community gardens, environmental improvements; or promoting economic development, such as development or improvement of transit, retail, community financial institutions, public services, facilities, assets or other community resources. Limited infrastructure and site improvements associated with development retail, commercial, or office facilities, such as rough grading and bringing utilities to (but not on) the site, are eligible activities with prior HUD approval. You may request an amount not to exceed 15 percent of the total Choice Neighborhoods grant to pay the costs of non-housing capital costs as described above for Critical Community Improvements.

- L. **Supportive Services.** The Grantee must plan for and provide current public and assisted housing residents, relocated public and assisted housing residents, and returning and new public and assisted housing residents with supportive services for the term of the Grant Agreement. Supportive Services programs and services must be carefully planned so that they will be sustainable after the Choice Neighborhoods grant period ends. The Grantee is responsible for tracking and providing Supportive Services programs and services to baseline and revitalization development residents. Baseline residents are those residents that lived in the targeted redevelopment site at the time of application for this Choice Neighborhoods grant. The grantee and HUD will also work together to track the experiences and changing characteristics of revitalization development residents who live at the revitalized site. Supportive Services activities must be well integrated with the physical development process, both in terms of timing and the provision of facilities to house on-site service and educational activities. The Grantee should provide final outcomes and metrics on Supportive Services as identified in the Transformation Plan. The Grantee will report to HUD on those outcomes and measure progress using those metrics as discussed in Article XII. HUD will use these reports to determine if the Grantee has met their supportive service requirements as listed in their Transformation Plan. To the extent that the Grantee proposed Supportive Services to the surrounding neighborhood residents as part of the application, public housing and HUD assisted housing resident Supportive Services should be tracked in the same way or as proposed in the application.

1. **Funding.** Consistent with sections 24(d)(1)(L) and 24(j)(3) of the 1937 Act and the Choice Neighborhoods Implementation NOFA, the Grantee may use an amount up to 15 percent of the total Choice Neighborhoods Grant to pay the costs of community and supportive service programs. The Grantee may spend additional sums on community and supportive services programs using donations, HUD funds made available for that purpose, or other Grantee funds.
 2. **Supportive Services Endowment Trust.** The Grantee may deposit up to 15 percent of the Choice Neighborhoods Grant amount (the maximum amount of the grant allowable for Supportive Services programs) into an endowment trust to provide Supportive Services activities (the “Endowment Trust”).
 - a. The Grantee may not draw down funds provided under this Grant Agreement for deposit into an Endowment Trust until it has a HUD-approved Endowment Trust plan and has executed with HUD an addendum to this Grant Agreement (the “Choice Neighborhoods Endowment Trust Addendum”), as directed by HUD. The Choice Neighborhoods Endowment Trust Addendum establishes the requirements governing the establishment, operation, and management of an Endowment Trust.
 - b. In reviewing the amount of the Grantee’s proposed allocation of Choice Neighborhoods Grant funds to an Endowment Trust, HUD will take into account the Grantee’s demonstrated ability to pay for current Supportive Services activities with Choice Neighborhoods or other funds, and the projected long-term sustainability of the Endowment Trust to carry out such activities.
 - c. Endowment Trust funds (including any non-Choice Neighborhoods funds donated or otherwise made available to the Endowment Trust, and any interest earned on Choice Neighborhoods and non-Choice Neighborhoods funds) may only be used for eligible and necessary Supportive Services activities.
 3. Although targeted housing residents must be the primary beneficiary of Supportive Services, Supportive Services provided to the surrounding neighborhood residents, beyond public and HUD assisted housing residents, are an eligible use of funds.
- M. **Administration, Fees and Costs.** Reasonable costs for administration, planning, technical assistance, and fees and costs, as established by the Cost Control and Safe Harbor Standards guidance dated April 9, 2003, or successor document. These costs are limited to the costs of implementing the Transformation Plan, as specifically approved by HUD, such as fees for architectural and engineering work, program management (if any), and reasonable legal fees. You may not use Choice Neighborhoods Implementation Grant funds to pay for any implementation activities carried out on or before the date of the letter announcing the award of the Choice Neighborhoods Grant.
- N. **Right of Return.** Each tenant who wishes to return to the on-site or off-site replacement housing may return if the tenant was lease-compliant at the time of departure from the housing prior to relocation and continued to remain lease-compliant during the relocation period. This is a Choice Neighborhoods program requirement and not related to benefits provided in accordance with the URA. A returning tenant shall be provided a preference for occupancy of on-site or off-site replacement units before such units are made available to any

other eligible households. Accordingly, the Housing plan must provide an adequate number of replacement units that can be occupied by households with incomes up to 80 percent AMI (e.g. units that are not limited by another funding source such as LIHTC equity that has a lower income limit). The tenant also has the option not to occupy a replacement unit and may retain tenant-based voucher assistance, subject to appropriations and availability, provided under section 8(o) of the United States Housing Act of 1937 for relocation from the properties revitalized under this Grant Agreement. These preferences are retained even if the resident has already received permanent relocation benefits. This preference applies to residents that were relocated due to the redevelopment activity and remains available until the initial lease-up of the new units. Residents that voluntarily move prior to relocation do not have this right to return preference. Prior written approval for any new tenant-based voucher assistance, including but not limited to Tenant Protection Vouchers, is required prior to Grantee obtaining voucher assistance. If a household is "rightsized" (e.g. splits into two separate households) through the relocation resulting from Choice Neighborhoods, the original head of household will have the right to return. Once all of the original heads of household have been housed, the Grantee is required to offer the second household any units that are available. If no units are available, then the second household will be moved to the top of the waiting list. Both the original household and the second household are required to be lease-compliant at the time of relocation and throughout relocation.

O. Site and Neighborhood Standards for Replacement Housing.

1. Grantee's Election of Requirements. A Grantee, at its election, separately regarding each site it proposes, will comply with the development regulations regarding Site and Neighborhood Standards (24 CFR § 905.602), or with the Site and Neighborhood Standards contained in this Article.
2. On-Site Replacement Housing (i.e. on the target housing site and/or in the target neighborhood). Because the objective of the Choice Neighborhoods program is to alleviate distressed conditions at the targeted development and in the target neighborhood, replacement housing under Choice Neighborhoods that is located within the target neighborhood will not require approval by HUD under Site and Neighborhood Standards.
3. Off-site Replacement Housing (i.e., outside of the target neighborhood but within the metropolitan area up to 25 miles from the target housing site). Replacement housing outside the target neighborhood must:
 - a. offer access to economic opportunities and public transportation and be accessible to social, recreational, educational, commercial, health facilities and services, and other municipal services and facilities that are comparable to those that will be provided in the target neighborhood; and
 - b. be located neither in areas of minority concentration nor in areas with a poverty rate above 40 percent. A neighborhood of minority concentration is a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in a

MSA) as a whole. In MSAs (or jurisdictions not in MSAs) in which the majority of residents are racial or ethnic minorities, HUD will consider and rely on all relevant information to determine whether the neighborhood proposed for replacement housing will lead to the creation of more inclusive and integrated housing in opportunity-rich neighborhoods.

- P. Research and Evaluation Cooperation. HUD and its contractors shall perform research and evaluation activities on the Choice Neighborhoods program, including interviews with the Grantee and community, review of grantee documents and data, surveys of assisted households and neighborhood residents, and documentation of changing physical conditions in the buildings and neighborhood. The Grantee shall make all reasonable efforts to cooperate with HUD and its contractors in carrying out these activities, including but not limited to facilitating interviews of Grantee's staff and partners, providing HUD's contractor with access to observe community meetings; to data systems, documents, and assisted and public housing residents; and to buildings for conducting physical inspections.
- Q. Operation and Management Principle and Policies, and Management Agreement for PHAs. Grantee must develop a Management Agreement that describes their operation and management principles and policies for their public housing units. Grantees and their procured property manager, if applicable, must comply (to the extent required) with the provisions of 24 CFR part 966 in planning for the implementation of the operation and management principles and policies described below.
1. Rewarding work and promoting family stability by promoting positive incentives such as income disregards and ceiling rents;
 2. Instituting a system of local preferences adopted in response to local housing needs and priorities, e. g., preferences for victims of domestic violence, residency preferences, working families, and disaster victims. Note that local preferences for public housing must comply with Fair Housing requirements at 24 CFR 960.206. No preference should lead to disparate negative impact on any Fair Housing Act protected class;
 3. Lease requirements that encourage self-sufficiency by promoting involvement in the resident association, performance of community service, participation in self-sufficiency activities, and transitioning from public housing;
 4. Implementing site-based waiting lists that follow project-based management principles for the redeveloped public housing. Note that site-based waiting lists for public housing must comply with Fair Housing requirements at 24 CFR 903.7(b)(2);
 5. Strictly enforcing lease and eviction provisions;
 6. Implementation of defensible space principles and the installation of physical security systems such as surveillance equipment, control engineering systems, etc. to improve the safety and security of residents;

7. Enhancing ongoing efforts to eliminate drugs and crime from neighborhoods through collaborative efforts with federal, state, and local crime prevention programs and entities.
- R. Lobbying. The Grantee hereby certifies that no funds provided under this Grant Agreement will be expended for lobbying activities, as prohibited by Section 319 of Public Law 101-121 (which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government), and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The Grantee will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

ARTICLE V. Changes to the Transformation Plan

- A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:
 1. the Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will impair materially the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would modify any date or time period.
 2. the form of program oversight or governance;
 3. the overall strategy for community involvement;
 4. the approved disposition;
 5. the approved demolition;
 6. the Housing plan, including the total number of housing units to be developed or rehabilitated (whether or not there is an associated budgetary revision requiring prior approval), the unit mix, the location of housing, the design, or any other changes that materially affect the Transformation Plan;
 7. the plan for Critical Community Improvements projects;
 8. changes in any Choice Neighborhoods Budget or phase budget that propose an increase or decrease in any line item, except as permitted by Article VI;
 9. an extension of the period of availability of the Choice Neighborhoods Grant funds provided under this Grant Agreement, not to go beyond the statutory timeframes;

10. changes in the entities or individuals, including any key partners specified in the Transformation Plan as having key responsibilities for carrying out the Transformation Plan (or any component(s) of the Transformation Plan). Subgranting, subcontracting or otherwise obtaining the services of a third party to perform activities that are central to the purposes of the Transformation Plan will constitute such a change in entities or individuals; and

11. changes requested by a subgrantee that relate to any of the itemized categories listed in paragraph (A) of this Article.

B. **Changes Requiring Grant Agreement Amendment.** For the following types of revisions to the Transformation Plan, the Grantee must submit a written request to HUD and must receive HUD's written authorization prior to making any such changes:

1. change in the total dollar amount of the grant; and/or
2. change in the Development for which funds provided under this Grant Agreement are made available.

Upon HUD's written approval, the change will be implemented by the execution of an amendment to this Grant Agreement and shall consist of a revised Form HUD-1044 if there is a change in the dollar amount of the grant.

C. **Waiver Requests.**

1. **Standard for Approval.** The activities to be conducted under this Grant Agreement are subject to the terms of this Grant Agreement and the Choice Neighborhoods Requirements. Nevertheless, HUD seeks innovative solutions under the Choice Neighborhoods Program to the long-standing problems of severely distressed public and assisted housing developments located in neighborhoods of concentrated poverty, and will consider granting a waiver of specific regulatory requirements, provided that:
 - a. such a waiver would be consistent with applicable statutory requirements; and
 - b. the Grantee is able to demonstrate good cause to support HUD's granting of such a waiver.
2. **Waiver Request Procedure.** If the Grantee wants HUD to approve a waiver of a regulatory requirement, it must submit a request with sufficient information and justification to enable HUD to make a determination of good cause for granting any such request to deviate from existing regulations. Until such time as the Grantee requests and HUD, in its discretion, approves any such requests in writing, the Grantee does not have authority to implement the activities described in the Choice Neighborhoods Application to which the request for approval applies (or for which a request for approval is needed).

ARTICLE VI. Choice Neighborhoods Budget and Funding Requests

- A. Budget. The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. Each Grantee must submit to HUD for approval a Choice Neighborhoods Budget as part of the Post Application Submissions. The Choice Neighborhoods Budget allocates ALL Choice Neighborhoods Grant funds into Budget Line Items. The Choice Neighborhoods Budget will serve as the primary budget and may be subject to revision.
- B. Budget Form. Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Implementation Grants Budget Form (form HUD-53236). Part I must be signed and dated by the Lead Grantee, and Part II must include a detailed description of the uses of the funds. Grantees should also track their leveraged fund expenditures and maintain this information on file should HUD request it.
- C. Pre-Grant Agreement Execution Costs. After the execution of this Grant Agreement, the Grantee may include in its Choice Neighborhoods Budget, and the Grantee may draw down funds for, costs that were incurred prior to execution of this Grant Agreement, provided that such costs were incurred after the Grant Award Date, are directly associated with the activities to be funded under this Choice Neighborhoods Grant, and are approved as reasonable and eligible by HUD.
- D. Predevelopment Costs.
1. Funding Requests. The Grantee may request a Choice Neighborhoods Grant funds for predevelopment costs by submitting the Choice Neighborhoods Budget to HUD. Funds may be drawn down for eligible Predevelopment Costs (as defined in subparagraph (2) below), subject to receiving HUD approval and the requirement for an environmental review in accordance with the provisions of this Grant Agreement.
 2. Eligible Predevelopment Costs. Eligible predevelopment costs ("Predevelopment Costs") may include funds for:
 - a. administration costs related to having additional and/or existing staff work on the Choice Neighborhoods Grant;
 - b. fees and costs related to procuring goods and services from third parties in connection with eligible predevelopment activities such as architectural and engineering (A&E) fees;
 - c. resident relocation;
 - d. supportive services costs, including costs dedicated to case management and services;
 - e. costs associated with carrying out environmental reviews, in accordance with 24 CFR § 58.23; and
 - f. site remediation and demolition costs, provided that HUD has notified the Grantee in writing of the approval.
 3. Predevelopment Funds. Upon review and approval of the Choice Neighborhoods Budget as described in this Article, HUD will make the approved predevelopment funds

available to the Grantee for drawdown in LOCCS. The Grantee will ensure that the funds are expended in conformance with the HUD-approved Predevelopment Budget.

- E. Program Income. Program Income is defined in 2 CFR § 200.80, or successor regulation. If the Grantee receives program income:
1. prior to grant closeout program income from repayment of loans, sale of homeownership units, and/or other sources:
 - a. must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD; and
 - b. must be used for eligible activities authorized under this Grant Agreement before the Grantee may draw down additional cash payments from the Choice Neighborhoods Grant.
 2. after grant closeout, program income from repayment of loans, sale of homeownership units, and/or other sources the program income must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes. Before the grant is closed out, Grantee will provide a plan to HUD for how program income will be reinvested, in a form and substance that is acceptable to HUD. HUD will determine with the Grantee what the sources of program income are.

The language of this provision, article VI (E)(2), shall survive grant close-out and termination of this Grant Agreement.

ARTICLE VII. Project Drawdowns

- A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Grantee will request all drawdowns of Choice Neighborhoods Grant funds under the Line of Credit Control System (e-LOCCS), unless and until another payment system is designated by HUD. The Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Choice Neighborhoods Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.
- B. Drawdowns.
1. The Grantee may draw down Choice Neighborhoods Grant funds for a Budget Line Item (BLI) in an amount up to 100 percent of the amount of that BLI that HUD has approved and made available for drawdown.
 2. Any request for funds in excess of 10 percent of the entire grant amount in any month must be approved by HUD. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator for review.
- C. Drawdown Consequences of Default.

1. **Withholding of Payments.** HUD may withhold payments in accordance with 24 CFR § 200.338.
2. **Grantee Representations.** Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).
3. **Overdue Reports.** HUD may elect to suspend draws under this Grant Agreement during any period in which the Grantee has failed to file with HUD any quarterly report.

ARTICLE VIII. Matching and Leveraged Funds

- A. **Match Requirements.** In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)),
 1. Grantee must have secured a match in the amount of 5 percent of the grant amount in cash or in-kind donations.
 2. **Additional Supportive Services Match.** The lesser of that provided for in your Transformation Plan or up to 15 percent of the Choice Neighborhoods grant may be used for supportive services activities. However, if the Grantee is using more than 5 percent of the grant funds for supportive services activities, funds (cash or in-kind donations) from sources other than Choice Neighborhoods must be secured for the amount between 5 and 15 percent of the grant that Grantee will use for supportive services activities. These resources must be NEW commitments in order to be counted for match.
- B. **Match Donations and Leverage Resources.** Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

ARTICLE IX. Grantees, Subgrantees and Contractors

- A. **General Grantee Responsibilities.**
 1. **Implementation Team.** The Grantee agrees to promptly assemble a competent implementation team, if you have not already, to assist in working with the Grantee's partners and coordinating all phases of the implementation process.

2. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.

3. Required Certifications.

- a. The Grantee must ensure that all subgrantees and contractors execute an original document in the form of Exhibit A to this Grant Agreement at the time the Grantee executes any contract with any subgrantee or contractor to provide goods or services under this Grant Agreement. The Grantee will retain the executed original certificate together with the executed contract documents.
- b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
- c. Certifications required by 2 CFR 200.415.

B. Administrative Requirements for Grantees. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200.

C. Administrative Requirements for Subgrantees and Related Agreements

1. Public housing authority, local government, Indian tribe, and non-profit subgrantees are subject to the requirements of 2 CFR Part 200.
2. For-profit subgrantees are subject to the requirements of 2 CFR Part 200, Subparts A-E. The Grantee is responsible for establishing audit requirements consistent with 2 CFR 200.501(h).
3. Suspension and Debarment. Grantees are subject to the requirements of 2 CFR 200.212.
4. Grantee Responsibilities Regarding Subgrantees. Grantees will be responsible for:
 - a. ensuring that subgrantees are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
 - b. ensuring that all subgrant agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and;
 - c. monitoring subgrantees' performance to ensure compliance with this Grant Agreement.

D. Administrative Requirements for Contractors and Subcontractors and Related Contracts.

1. Grantee Responsibilities Regarding Contractors and Subcontractors. Grantees that are subject to 2 CFR Part 200 as described in (B)(1) of this Article will be responsible for the following:

- a. Grantee shall obtain the services of a for-profit entity through a competitive procurement under 2 CFR Part 200. However, if the Grantee can demonstrate to HUD that the services to be provided by the for-profit entity can be obtained only from that one source, the Grantee may request HUD approval to select the entity under a sole-source procurement in accordance with 2 CFR 200.230(f).
 - b. Consultant Services. Grantees shall obtain consultant services provided under an independent contractor relationship pursuant to 2 CFR Part 200.
2. Trigger for the Submission of Contracts. Contract documents must be submitted to HUD for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD. Any modification of such contracts is also subject to HUD's written approval before execution.
3. Debarred or Suspended Parties. Grantees must comply with 2 CFR 200.212.

ARTICLE X. No Third Party Rights

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third party beneficiaries to this Grant Agreement. Nothing in this Grant Agreement may be construed as conferring the status of third party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Choice Neighborhoods funds provided for under this Grant Agreement.

ARTICLE XI. Conflict of Interest

- A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer, or elected or appointed official of the Grantee or member of his immediate family and who exercises any functions or responsibilities with respect to activities assisted under this Choice Neighborhoods Grant may have a direct interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.
- B. HUD-Approved Exception.
 1. Standard. HUD may grant an exception to the prohibition in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.
 2. Procedure. HUD will consider granting a regulatory waiver only after the Grantee has provided a written request which provides a disclosure of the nature of the conflict, accompanied by:
 - a. an assurance that there has been public disclosure of the conflict;
 - b. a description of how the public disclosure was made; and

- c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.
- 3. Consideration of Relevant Factors. In determining whether to grant a requested exception under paragraph (B) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
 - a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available;
 - b. whether an opportunity was provided for open competitive bidding or negotiation;
 - c. whether the person affected is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
 - e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;
 - f. whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - g. any other relevant considerations.

ARTICLE XII. Reporting Requirements

A. Quarterly Report.

1. The Grantee will submit to HUD a Quarterly Report as prescribed by HUD in accordance with the schedule established by HUD, presently 21 calendar days after the end of each quarter, with the first report due after the quarter ending September 30, 2019. In the Quarterly Report the Grantee will report at a minimum the progress of their grant, including but not limited to progress against their schedule and budget, expenditures to date, a narrative statement on their progress, progress on priority outcomes as described in the Choice Neighborhoods Implementation NOFA, progress against the priority metrics identified by HUD, and description of financing secured to date for implementation. The Grantee should also include, as appropriate, best practices and lessons learned from the date of the prior Quarterly Report. Upon expenditure of all Choice Neighborhoods grant funds, grantees must continue to report on all metrics in the Inform system, or its successor, quarterly and annually, through the first quarter of the next calendar year. After that first quarter, grantees must continue to report quarterly on certain Housing, Neighborhood, and People metrics until all housing units (replacement and non-replacement) included in the Housing Plan are complete. Upon completion of all housing units, Grantees will no longer be required to report in Inform.

2. Failure to submit to HUD a timely Quarterly Report will result in a suspension of Choice Neighborhoods Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XIV.
- B. Obligations and Expenditures. The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.
- C. End of Grant Report. Grantees are required to submit an end of grant report which discusses their overall success in transforming the target neighborhood and supporting positive outcomes for residents and reproducible before and after photographs. The final report must be submitted to HUD by April 30 of the year following the September grant expenditure deadline.
- D. Program Income Reporting. Until all housing units in the Housing Plan are complete, grantees must submit an annual Program Income Report to HUD by September 30 of each year identifying all sources and uses of Program Income. Upon completion of all housing units, the Grantee will no longer be required to submit a Program Income Report; however, for the remainder of the 15-year program income period, HUD reserves the right to request an accounting of Program Income funds.
- E. Additional Information Requests. Subject to paragraph (D) of this Article, the Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will:
1. fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and
 2. submit a final Transformation Plan report when the Transformation Plan has been completed that details the number of units produced, the status of people outcomes, and any other metrics that HUD prescribes.
- F. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XIV, HUD hereafter will not establish any additional terms and conditions without:
1. consideration of the burden imposed on the Grantee by such conditions or requirements;
 2. consideration of the availability of less burdensome conditions or requirements; and
 3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

ARTICLE XIII. Technical Assistance

- A. **Site Visits.** The Grantee acknowledges and agrees that HUD, or its designees, may conduct site visits and inspections as deemed necessary by HUD based upon the Grantee's needs in implementing the Transformation Plan or the needs of the Choice Neighborhoods Program. Technical assistance site visits may be provided by HUD or its designees:
1. in response to requests from the Grantee; or
 2. based upon demonstrated needs of the Choice Neighborhoods Program; or
 3. as provided in paragraph (B) of this Article.
- B. **HUD Assessment.** HUD representatives will visit the site and make an assessment of any technical assistance and/or training that the Grantee may require for the implementation of the Transformation Plan. HUD will consult with the Grantee in determining the Grantee's specific technical assistance and training needs and will carry out subsequent on-site assessments as necessary.
- C. **Technical Assistance Provider.** If HUD determines, in its discretion, that technical assistance and/or training is necessary for the implementation of the Transformation Plan, it will assign a technical assistance provider to work with the Grantee for this purpose.
- D. **Grantee Training/Technical Assistance.** The Grantee agrees to use its best efforts to attend any training and to accept any technical assistance provided or sponsored by HUD.

ARTICLE XIV. Unsatisfactory Performance/Default

- A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this grant agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the Transformation Plan of the original Grantee, subject to provisions of the appropriations law. This section applies to all Grantees regardless of their status as a government, PHA, for-profit, or other entity.
- B. **Default.** Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:
1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;

2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations or requirements applicable in creating the Transformation Plan;
3. failure to make any submission under Article III, perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);
4. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article III(B); or
5. failure to comply with, or any material breach of, any other requirements, conditions or terms of this Grant Agreement.

C. Notice of Default and Action(s) to Cure.

1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default is not able to be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Grantee must agree to carry out such cure diligently and to complete the cure within the 90-day period.
2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.
3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Choice Neighborhoods Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4)(i) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.
4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to

diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:

- a. requiring a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
 - b. requiring additional, more detailed financial reports;
 - c. requiring additional project monitoring;
 - d. requiring the Grantee (or subgrantee) to obtain technical or management assistance;
 - e. establishing additional prior approvals;
 - f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
 - g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
 - h. require submission of additional documentation before any additional request for funds will be approved;
 - i. temporarily suspend the Grantee's authority to draw down Choice Neighborhoods Grant funds for affected activities, or at HUD's sole discretion for all activities, pending action to cure the defaults;
 - j. disallow use of Choice Neighborhoods Grant funds for all or part of the cost of the activity or action not in compliance;
 - k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;
 - l. require reimbursement by the Grantee for Choice Neighborhoods Grant funds determined by HUD to have been improperly expended;
 - m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to carry out activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.
5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
- a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
 - b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
 - c. recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.

- i. If the basis for the Grantee's default is its failure to comply with the reasonable time periods established by HUD under Article III(D), HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
 - ii. If the Grantee fails to comply with the reasonable time periods established in Article III(D), HUD may take into account whether factors beyond the Grantee's control are the cause of the delay.
 - d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and
 - e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA's ACC and/or premised on HUD's interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.
6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee, but offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

ARTICLE XV. Project Close-Out

A. Termination of Disbursements Letter. Within 90 days after completion of all grant funded activities, the Grantee will initiate close-out, in accordance with procedures established by HUD, by submitting a Termination of Disbursements letter, which states that:

- 1. The Grantee has completed all activities to be performed using Choice Neighborhoods Implementation Grant funds.
- 2. All requirements of the Grant Agreement have been met.
- 3. All obligated Choice Neighborhoods grant funds have been disbursed; and
- 4. The Grantee will abide by any continuing Federal requirements;

At HUD's option, the Grantee may delay initiation of close-out until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.

B. Preliminary Closeout Materials. The Grantee must submit the following Preliminary Close-Out Materials along with the Termination of Disbursements Letter:

1. Final Choice Neighborhoods Budget;
2. Actual Choice Neighborhoods Cost Certificate (Cost Certificate) (Form HUD-50163), which summarizes the information on the Financial Status Report and serves as the document that officially closes out the grant.
3. Program Income Plan. A Plan for the use of Program Income funds, which indicates the anticipated sources and uses of Program Income, must be submitted. Following close-out, Grantees must comply with the conditions of the Program Income Plan for a period of 15 years from the final approval date on the ACNCC. Funds from each source of Program Income must be tracked separately. Funds must be deposited in an interest-bearing account in an FDIC insured institution. During the 15-year period, no more than 10% of Program Income may be used for administrative purposes.
4. Supportive Services Sustainability Plan. Grantees must submit a Supportive Services Sustainability Plan, which discusses how supportive services for residents will be maintained after all Choice Neighborhoods funds have been expended. While HUD does not have a required format, see Attachment 2 for elements which should be addressed. Grantees who already have a HUD-approved Endowment Trust Plan do not need to submit a Supportive Services Sustainability Plan, unless additional information is requested by HUD.
5. Housing Plan and Schedule. Grantees must submit a brief narrative describing the status of their Housing Plan, including progress on the grantee's one-for-one unit or bedroom replacement requirement, as well as non-replacement units. The submission should include a chart which reflects the unit count and composition by phase.

C. HUD Review of Preliminary Close-Out Materials. HUD will review Preliminary Close-Out Materials to confirm that:

1. The amounts on the final Choice Neighborhoods Budget and Cost Certificate agree as to funds approved, obligated and expended.
2. The amount of funds approved and disbursed on the Cost Certificate agrees with HUD records in LOCCS.
3. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.
4. The Program Income Plan provides the requested information and complies with Program Income requirements of the Grant Agreement.

5. The Sustainability Plan provides the requested information and demonstrates a sound strategy for continuing to provide needed supportive services to residents.
 6. The Housing Plan and Schedule provides the requested information and demonstrates that the Grantee will be able to complete its housing obligations.
- D. Final Audit. Following HUD approval of the Preliminary Close-Out Materials, Grantees that are not for-profit entities must conduct a final audit of the Implementation Grant in accordance with the requirements of 2 CFR Part 200, Subpart F and forward the audit to HUD for approval. For-Profit Grantees must conduct a final audit of the Implementation Grant in accordance with 2 CFR 200.501(h) and forward the audit to HUD for approval.
- E. Cost Certificate. Upon receipt of the final audit, the designated HUD official will execute the Cost Certificate once HUD determines to its satisfaction that:
1. the expenditure of funds provided under this Grant Agreement was allowable and reasonable, as determined by the final audit;
 2. the activities to be completed using Choice Neighborhoods Grant funds were completed, as required by the Grant Agreement; and
 3. all Federal requirements were satisfied.
- F. Final Close-Out. Following execution of the Cost Certificate, any funds remaining in the Implementation Grant will be recaptured by HUD. A Post-Audit Date will be entered into LOCCS and the grant will be closed.
- G. Close-Out Procedures on the Choice Neighborhoods website. Grantees must follow the detailed Close-Out Procedures for the Choice Neighborhoods program, as posted to the Choice Neighborhoods website, including procedures for the Final Choice Neighborhoods Close-Out Approval.

ARTICLE XVI. Grant Award Date

The Grant Award Date is May 13, 2019. Except for Quarterly Reports, which are due according to the dates in Article XII, all deliverables in the Grant Agreement are based on the Grant Award Date.

ARTICLE XVII. Funding Obligation Date, Date of Funding Availability and Effective Date

The date of obligation of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The effective date of the Grant Agreement and date of fund

availability is the date that HUD signs the signature page of the Grant Agreement (See Article XIX).

ARTICLE XVIII. Points of Contact

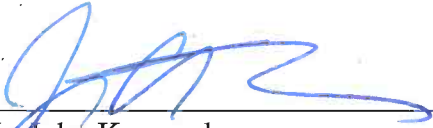
Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development:
Robert Mulderig
Acting Deputy Assistant Secretary, Office of Public Housing Investments
U.S. Department of Housing and Urban Development
451 7th Street, SW Room 4130
Washington, DC 20410

For the Lead Grantee:
Mr. John Kownack
Executive Director
Norfolk Redevelopment and Housing Authority
555 E. Main Street
Norfolk, VA 23510

For the Co- Grantee:
Mr. Doug Smith
City Manager
City of Norfolk
810 Union Street, Suite 1101
Norfolk, VA 23510

Article XIX. Signature Page



Mr. John Kownack
Executive Director
Norfolk Redevelopment and Housing Authority



Mr. Doug Smith
City Manager
City of Norfolk

Dominique Blom
General Deputy Assistant Secretary
Office of Public and Indian Housing
U.S. Department of Housing and Urban Development

Date

Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply as applicable include:

1. Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:
 - A. the Fair Housing Act (42 U.S.C. §§ 3601-19) and regulations pursuant thereto 24 CFR part 100;
 - B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
 - C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
 - D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
 - E. the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
 - F. the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8);
 - G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 36;
 - H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40);
 - I. Accessible Technology. The Rehabilitation Act Amendments of 1998 apply to all electronic information technology (EIT) used by a Grantee for transmitting, receiving, using, or storing information to carry out the responsibilities of any Federal grant awarded. It includes, but is not limited to, computers (hardware, software, word processing, email and web pages) facsimile machines, copiers and telephones. When developing, procuring, maintaining or using EIT, grantees must ensure that the EIT allows:
 - (1) Employees with disabilities to have access to and use information and data that is comparable to the access and use of data by employees who do not have disabilities; and
 - (2) Members of the public with disabilities seeking information or service from a grantee must have access to and use of information and data and comparable to the access and use of data by members of the public who do not have disabilities. If these standards impose on a grantee, they may provide an alternative means to allow the individual to use the information and data. No grantee will be required to provide information services to a person with disabilities at any location other than the location at which the information services are generally provided.

2. Finance and Accounting

- A. **Commingling of Grant Funds.** The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State or local government agencies. (Such other funds may be used to carry out the Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)
- B. **Duplication of Funding.** The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

3. Suspension and Debarment. Grantees must comply with 2 CFR 200.213.

4. Recordkeeping

- A. **Recordkeeping Authorities.** The Grantee will comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.333.
- B. **Recordkeeping Requirements.** Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:
 - (1) the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
 - (2) the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant; and
 - (3) any other proceeds received for, or otherwise used in connection with, the Transformation Plan.
- C. **Access to Records.** For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.

5. Reporting

- A. **Compliance with the Federal Funding Accountability and Transparency Act of 2006** (Pub. L. 109-282) (Transparency Act), as amended. Please refer to www.fsrs.gov for complete information on requirements under the Transparency Act and OMB guidance.
- B. **Compliance with Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009** (Public Law 110-417), hereafter referred to as "Section 872." OMB is in the process of issuing regulations regarding federal agency implementation of section 872 requirements.

Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all Subgrantees and Contractors on Choice Neighborhoods projects sign this "Certifications and Assurances" form certifying that they will comply with the applicable federal requirements described below. Any applicable federal law, regulation, or other federal requirement continues to apply to the Grantee, Subgrantee and/or Contractor notwithstanding its omission from this Certification and Assurances form. The parties who must sign a "Certifications and Assurances" form are defined below:

- **Subgrantees:** These are organizations to which the Grantee has awarded a grant from the Choice Neighborhoods grant that the Grantee received from HUD. The subgrantee is accountable to the Grantee for the use of the funds provided, but the Grantee is ultimately accountable to HUD.
- **Contractors:** This includes any for-profit contractor, consultant, service provider, or supplier that the Grantee contracts with for goods or services on any Choice Neighborhoods project.

.....

Certification and Assurance: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (4) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- (5) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- (6) Notice of awarding agency requirements and regulations pertaining to reporting.
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(9) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(10) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(11) Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).).

(12) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as amended.

(13) Any applicable requirement listed FY 2016 Choice Neighborhoods Implementation Grant Agreement.

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

Return this form to:

Grantee Name _____

Address _____

City, State, ZIP Code _____



Nathan F. Simms Jr., *Executive Director*

Commissioners: Alphonso Albert, *Chair* / Terreon Conyers, *Vice Chair*
Adam Casagrande / Amy Chudzinski / Earl P. Fraley Jr. / Elbert Louis / Philip Smith, M.D.

June 27, 2025

Brinshore Development, LLC
Attn: Richard Sciortino
1603 Orrington Ave, Suite 450
Evanston, IL 60201

RE: COMMITMENT OF FUNDING – VIRGINIA HOUSING PUBLIC HOUSING
REVITALIZATION GRANT FUNDS

Dear. Mr. Sciortino,

As part of the Public Housing Revitalization grant awarded to the Norfolk Redevelopment and Housing Authority ("NRHA") from Virginia Housing (formerly VHDA), NRHA hereby commits the following funds to the owner entities ("Partnerships") created for each of the projects (each a "Project") listed below, which funds will be provided to each Partnership in the form of a loan (collectively, the "Loan"), subject to final HUD approval.

<u>Project:</u>	<u>Amount:</u>
TWG Phase B2	Up to \$1,950,000

The funding commitments will be subject to the following terms:

- Term: 40 years
- Interest rate: 0%
- Amortization: Interest Only
- Repayment: Balloon payable at the time of future capital event

NRHA's Commitment to provide the Loan is contingent upon (i) an awards of low-income housing tax credits ("LIHTC") from Virginia Housing (formerly VHDA) for each Project (ii) execution of the purchase option allowing NRHA to acquire the Project and (iii) execution of loan documents acceptable to NRHA, in its sole discretion.

The Partnerships may not assign this Commitment without the prior written consent of NRHA, which consent shall be in NRHA's sole and absolute discretion. Any prior commitment made by NRHA for one or more Loan in connection with any Project listed herein (or any portion of a Project) is hereby revoked and replaced with this Commitment.



The Partnerships have represented that they will comply with all requirements, restrictions and provisions applicable to the VH grant and included in the Loan documents and, if awarded, any approvals for financing from Virginia Housing and NRHA.

Should you have any questions, please contact NHRA's project lead for the Tidewater Gardens CNI, Steve Morales, at smorales@nrha.com or (757) 624-8646.

Sincerely,

 Deputy Executive Director
for Nathan Simms
Nathan Simms
Executive Director



Housing Innovations in Energy Efficiency (HIEE)

FY 2024 Loan Terms & Conditions

The **Virginia Department of Housing and Community Development** herein referred to as “**DHCD**” or “**Lender**”, has approved the funding request of **Brinshore**, herein referred to as “**Developer**”, for the development **Tidewater Gardens B2**, herein referred to as the “**Project**”.

Please carefully review the following negotiable and non-negotiable terms of the **Housing Innovations in Energy Efficiency (HIEE)** funding, herein referred to as the “**HIEE Loan**”, for the Project. This terms agreement will be used to draft the HIEE Program Agreement.

Loan Amount and Funding Reservation Expiration

Loan Source: Housing Innovations in Energy Efficiency

Loan Amount: \$2,000,000

Deadlines for top offs or new awards for a previously funded project: Program agreements must be executed by August 15th, 2024, with an estimated closing of permanent debt to take place no later than August 15th, 2026.

DHCD shall be placed in the 2nd lien position, unless otherwise approved by the agency.

**If the Project requires a Sponsor Loan for these funds, please coordinate with your Program Administrator.*

Affordability Period

The compliance and repayment periods begin upon loan closing. This loan constitutes permanent, must-pay, hard debt, which is not cash flow dependent.

Housing Innovations in Energy Efficiency Loan Terms	
Interest Rate	0%
Loan Repayment Period	40 years (480 months)
Mandatory Compliance Period	40 years (480 months)
Extended Compliance Period (by developer request – use checkboxes)	☐ Coterminous with first mortgage (Virginia Housing) ☐ Coterminous with first mortgage (HUD)

HIEE - FY 2024 Loan Terms & Conditions, **Continued:** **Tidewater Gardens B2**

Fund Disbursement and Loan Closing

It is the intention of the Lender to disburse the HIEE Loan as part of the permanent financing package upon final permanent close, which includes the issuance of the final Certificate of Occupancy or Certificate of Substantial Completion.

Final permanent close shall commence upon receipt of acceptable title, survey, and environmental reports, closing of other required funding, customary due diligence, rehabilitation completion (if applicable), rental occupancy report, issuance of COO/CSC by a local building official, and final HIEE certifications. Impediments to loan closing include but are not limited to, failure to complete construction/renovations, due diligence items, or rent and occupancy requirements for the project in accordance with program requirements.

Loan Forgiveness or Repayment

At the end of a successful 30-year minimum mandatory compliance and/or affordability period, it is the intention of the Lender to forgive the deferred principle. To satisfy prior requests of developer and investor counsel, DHCD standardized the forgiveness language.

The HIEE Program Agreement will include the following uniform forgiveness language:

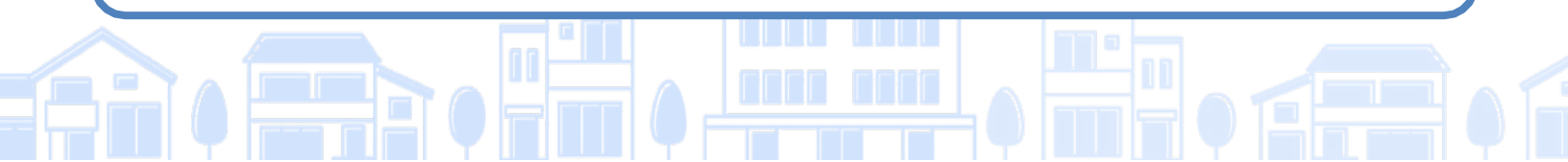
Section V. Affordability Period - At the end of the Affordability Period, at DHCD's sole discretion, the initial principal and any accrued interest may be either repaid or forgiven, provided the recipient has been in compliance for 30 years.

Unit Designation and Rent Limits

All sources require a minimum of five units which meet the income and rent requirements of the program for which funding is awarded. The Housing Innovations in Energy Efficiency program requires at least five units at or below 80% of the Area Median Income (AMI).

The Project will have **70** units available for households at or below 80% AMI and **40** market rate units. The total unit count for the Project is **110**.

Any changes to the unit designation and rent limits included in your application must be approved by DHCD.



HIEE - FY 2024 Loan Terms & Conditions,
Continued:
Tidewater Gardens B2

Additional Conditions

Estimated Timeline From Application	
Start of Construction	4/28/2025
End of Construction	4/28/2027
Permanent Conversion	8/1/2027

Deadlines for top offs or new awards for a previously funded project: Program agreements must be executed by August 15th, 2024, with an estimated closing of permanent debt to take place no later than August 15th, 2026.

Failure to execute a program agreement within the timeframe above could result in the de-obligation of funds to your project.

Please execute and return this document to DHCD via email. Once received, DHCD will be in communication with you regarding next steps.

The undersigned accepts the obligation of funds, and agrees to the programmatic terms & conditions of the foregoing commitment:



Name: Richard J. Sciortino Date: 4/26/24

Title: President

Organization: TWG Phase B2 Developers, LLC



Virginia Housing Trust Fund (VHTF) **FY 2024 Loan Terms & Conditions** **Tidewater Gardens B2, Brinshore**

The **Virginia Department of Housing and Community Development** herein referred to as “**DHCD**” or “**Lender**”, has approved the funding request of **Brinshore**, herein referred to as “**Developer**”, for the development **Tidewater Gardens B2**, herein referred to as the “**Project**”.

Please carefully review the following negotiable and non-negotiable terms of the **Virginia Housing Trust Fund (VHTF)** funding, herein referred to as the “**VHTF Loan**”, for the Project. This terms agreement will be used to draft the VHTF Program Agreement.

Loan Amount and Funding Reservation Expiration

Loan Source: Virginia Housing Trust Fund

Loan Amount: \$700,000 from this round, \$1,400,000 total

Deadlines for top offs or new awards for a previously funded project: Program agreements must be executed by August 15th, 2024, with an estimated closing of permanent debt to take place no later than August 15th, 2026.

DHCD shall be placed in the 2nd lien position, unless otherwise approved by the agency.

**If the Project requires a Sponsor Loan for these funds, please coordinate with your Program Administrator.*

Affordability Period

The compliance and repayment periods begin upon loan closing. This loan constitutes permanent, must-pay, hard debt, which is not cash flow dependent.

Virginia Housing Trust Fund Loan Terms	
Interest Rate	1.00%
Loan Repayment Period	40 years (480 months)
Mandatory Compliance Period	40 years (480 months)
Extended Compliance Period (by developer request – use checkboxes)	☐ Coterminous with first mortgage (Virginia Housing) ☐ Coterminous with first mortgage (HUD)

VHTF - FY 2024 Loan Terms & Conditions, **Continued:** **Tidewater Gardens B2**

Fund Disbursement and Loan Closing

It is the intention of the Lender to disburse the VHTF Loan as part of the permanent financing package upon final permanent close, which includes the issuance of the final Certificate of Occupancy or Certificate of Substantial Completion.

Final permanent close shall commence upon receipt of acceptable title, survey, and environmental reports, closing of other required funding, customary due diligence, rehabilitation completion (if applicable), rental occupancy report, and issuance of COO/CSC by a local building official. Impediments to loan closing include but are not limited to, failure to complete construction/renovations, due diligence items, or rent and occupancy requirements for the project in accordance with program requirements.

Loan Forgiveness or Repayment

At the end of a successful 30-year minimum mandatory compliance and/or affordability period, it is the intention of the Lender to forgive the deferred principle. To satisfy prior requests of developer and investor counsel, DHCD standardized the forgiveness language.

The VHTF Program Agreement will include the following uniform forgiveness language:

***Section V. Affordability Period** - At the end of the Affordability Period, at DHCD's sole discretion, the initial principal and any accrued interest may be either repaid or forgiven, provided the recipient has been in compliance for 30 years.*

Unit Designation and Rent Limits

All sources require a minimum of five units which meet the income and rent requirements of the program for which funding is awarded. The Virginia Housing Trust Fund program requires at least five units at or below 80% of the Area Median Income (AMI).

The Project will have **70** units available for households at or below 80% AMI and **40** market rate units. The total unit count for the Project is **110**.

Any changes to the unit designation and rent limits included in your application must be approved by DHCD.



VHTF - FY 2024 Loan Terms & Conditions,
Continued:
Tidewater Gardens B2

Additional Conditions

Estimated Timeline From Application	
Start of Construction	4/28/2025
End of Construction	4/28/2027
Permanent Conversion	8/1/2027

Deadlines for top offs or new awards for a previously funded project: Program agreements must be executed by August 15th, 2024, with an estimated closing of permanent debt to take place no later than August 15th, 2026.

Failure to execute a program agreement within the timeframe above could result in the de-obligation of funds to your project.

Please execute and return this document to DHCD via email. Once received, DHCD will be in communication with you regarding next steps.

The undersigned accepts the obligation of funds, and agrees to the programmatic terms & conditions of the foregoing commitment:



Name: Richard J. Sciortino Date: 4/26/24

Title: President

Organization: TWG Phase B2 Developers, LLC



June 20, 2025

Richard Sciortino
TWG Phase B2, LLC
c/o Brinshore Development, LLC
1603 Orrington Ave. Suite 450
Evanston, Illinois 60201

RE: INFRASTRUCTURE IMPROVEMENTS FOR NORFOLK TWG B2 APARTMENTS AT KINDRED (Blocks 3b and 11) – ST. PAUL’S TIDEWATER GARDENS CNI

Dear Mr. Sciortino:

The City of Norfolk, through the St. Paul’s Tidewater Gardens Choice Neighborhoods Initiative (“CNI”) grant, is pleased to provide in-kind funding to the CNI project for Norfolk TWG B2 Apartments at Kindred (Blocks 3b, and 11) with infrastructure improvements necessitated by the project. These improvements include a new road network and public utilities, including new storm and sanitary sewer through the redeveloped neighborhood, which will total \$60,575,654.71

Specific to this phase, as City Manager, I hereby agree (a) to support the City’s provision of public improvements (storm and sanitary sewers, water, and street improvements) which will be necessary for, and will directly benefit, the Norfolk TWG B2 Apartments at Kindred (Blocks 3b and 11) development, with construction to begin in Q4 of 2024 and (b) to instruct City departments to use all commercially reasonable efforts to complete the improvements by the end of 2026. Funds for the public improvements referenced above have been appropriated generally and in part by the City pursuant to Ordinance No. 49,543 (our budget ordinance) adopted by City Council on April 9, 2024. Further, the City Council of the City of Norfolk adopted Resolution No. 1,823 authorizing the City to proceed with revitalization efforts in the St. Paul’s neighborhoods. A copy of Resolution No. 1,823 is attached. Ordinance 49,543 is available upon request.

The specific public improvements along Church Street, Virgin Street, Reilly Street, Resilience Drive, and Mariner Street total approximately 2,488 linear feet. These streets run on all four sides directly adjacent to Blocks 3b and 11. The public improvements will be constructed by the City of Norfolk during the construction period of the LIHTC transaction for an estimated cost of \$21,347,424. This cost is based on the Timmons Group (civil engineering consultant for the City) estimate of probable cost. To be conservative, we have only requested recognition of 80% of this estimated cost, which equals \$17,077,939.49, to account for any bidding discrepancy. We will provide evidence validating this investment expenditure to VHDA upon completion of construction as well as include this information in the 8609 application.

Please note that the public infrastructure located on the project is intended for general public use and is necessitated by the project. As the developer, you are obligated to fund and construct the TWG Phase B2

as envisioned and deliver the project by the end of 2027. These improvements will then be dedicated to the City as a condition to receiving building permits. This letter does not eliminate these obligations.

Should you have questions, please contact the City's Director of Housing and Community Development and project lead for the Tidewater Gardens CNI, Dr. Susan Perry at 757-752-1978.

Sincerely,

Sincerely,

Patrick Roberts
City Manager

Acknowledged and Accepted:

Richard Sciortino
Authorized Representative
TWG Phase B2, LLC

By: 

Office of the City Attorney

By: DEPT. Department of Housing and Commr
Development

NORFOLK, VIRGINIA

R-7**RESOLUTION NO. 1,882**

A RESOLUTION TO EXPAND THE GREATER ST. PAUL'S REVITALIZATION AREA PREVIOUSLY ESTABLISHED BY RESOLUTION NO. 1,635 AND EXPANDED BY RESOLUTIONS NO. 1,823 AND NO. 1,853.

- - -

WHEREAS, by resolution number 1,635 adopted by City Council on February 23, 2016, the City designated the area generally to the east of St. Paul's Boulevard, to the south of East Bute Street, to the west of Fenchurch Street, and to the north of Mariner Street in the City of Norfolk as the Greater St. Paul's Revitalization Area;

WHEREAS, by resolution number 1,823 adopted by City Council on February 9, 2021, the City expanded the boundary of the Greater St. Paul's Revitalization Area to include additional land to the south of the existing Greater St. Paul's Revitalization Area;

WHEREAS, by resolution number 1,853 adopted by City Council on February 8, 2022, the City expanded the boundary of the Greater St. Paul's Revitalization Area to include additional land to the east and to the northeast of the currently designated area;

WHEREAS, the City desires to expand the boundary of the Greater St. Paul's Revitalization Area to include additional land to the east and to the southeast of the currently designated area;

WHEREAS, pursuant to §36-55.30 of the Code of Virginia, 1950, as amended (the "Code"), the Virginia Housing and Development Authority ("VHDA") is granted and may exercise powers related to the development and financing of residential housing in the Commonwealth of Virginia; and

WHEREAS, a municipality may designate a revitalization area pursuant to §36-55.30:2 of the Code to empower VHDA to provide financing for a mixed-income housing project in such revitalization area; and

WHEREAS, a revitalization area can be distinguished from a "Redevelopment Area" in that designation of a revitalization area is for the purpose of enabling VHDA to provide financing for a mixed-income housing project whereas designation as a "Redevelopment Area" is for the purpose of giving a redevelopment and housing authority certain enumerated powers to act within the area to further the redevelopment objectives of the authority; and

WHEREAS, an important aspect of the City's vision is to help create healthy, vibrant mixed-income communities, replete with market rate and affordable housing options, increased economic activity that expands job opportunities for all residents, and amenities that adequately address local resident demands, including quality shopping, cultural and recreational resources, and high-performing schools; and

WHEREAS, in keeping with the City's vision set forth above and pursuant to § 36-55.30:2 of the Code, the City Council desires to expand the Greater St. Paul's Revitalization Area by designating and establishing the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area known as the "Greater St. Paul's Revitalization Area"; now, therefore

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1: That the Greater St. Paul's Revitalization Area is hereby expanded by designating and establishing the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area to be known as the "Greater St. Paul's Revitalization Area".

Section 2:- That the City Council hereby finds (i) the areas to be added to the Greater St. Paul's Revitalization Area are (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements, or other facilities in such area are subject to one or more of the following conditions: dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality, or condition, and (2) the industrial,

commercial or other economic development of the areas to be added to the Greater St. Paul's Revitalization Area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or to remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe, and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the areas to be added to the Greater St. Paul's Redevelopment Area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

Section 3:- That this resolution shall be in effect from and after its adoption.

Attachment: Exhibit A (2 pages)

Adopted by Council February 14, 2023
Effective February 14, 2023

TRUE COPY
TESTE:

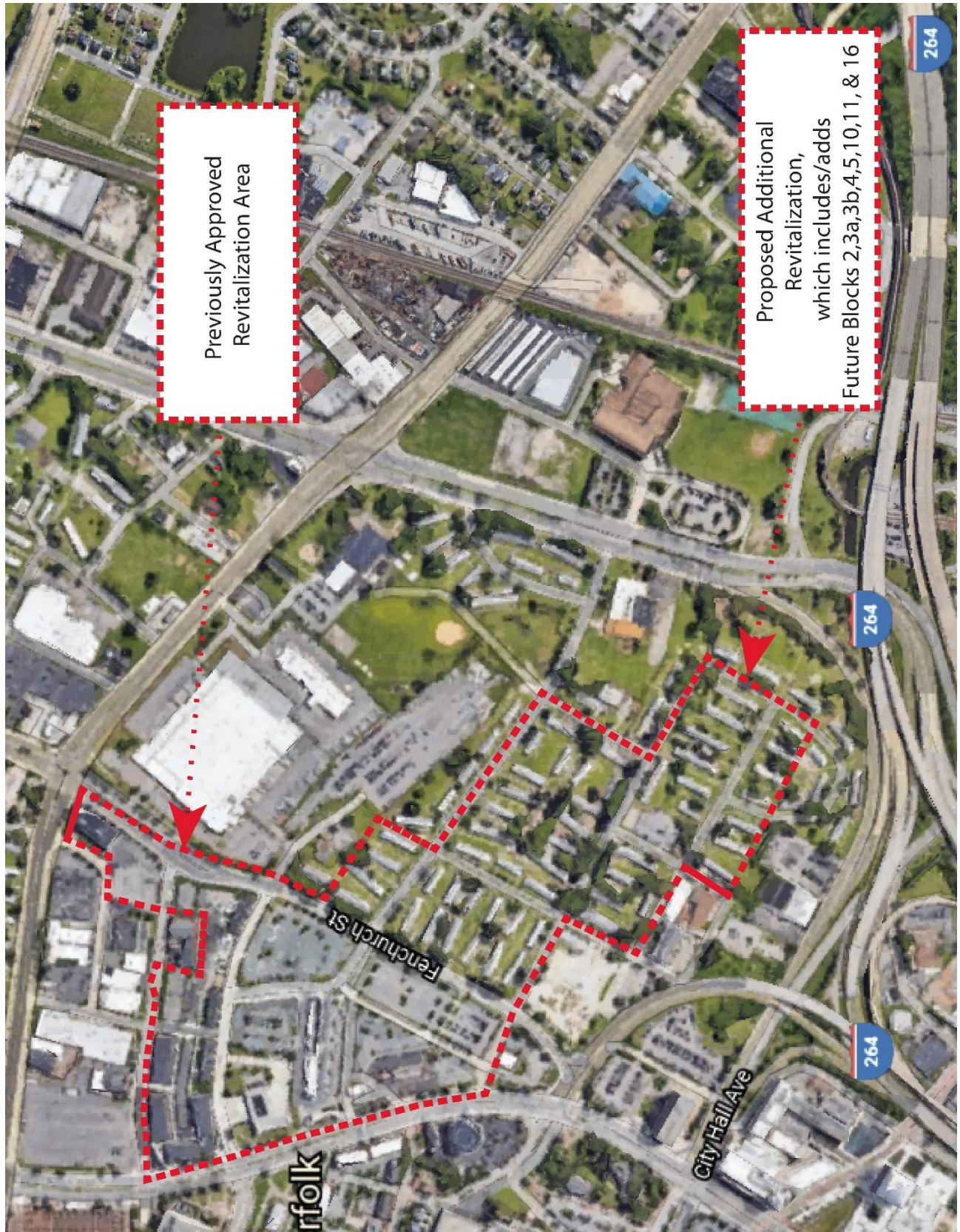


Richard A. Bull

RICHARD ALLAN BULL

BY:

Exhibit A



Location Map



Tab U:

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

Project: Norfolk TWG B2 Apartments at Kindred

Virginia Housing
Free Renter Education Acknowledgement

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

I understand that it is my responsibility to review the website link provided here www.virginiahousing.com/renters. From this website I can review all the education topics.

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

Resident Name: _____

Resident Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

Norfolk Redevelopment and Housing Authority (NRHA) is to be the Grantee/Beneficiary of both a Right of First Refusal and Purchase Option at closing.

Drafts provided.

PREPARED BY AND
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Delphine G. Carnes, Esq.
VSB #46881
Delphine Carnes Law Group PLC
101 W. Main St.
Suite 440
Norfolk, VA 23510

Tax ID Nos. 1437255366 and 1437254805

PURCHASE OPTION AGREEMENT
TWG Phase B2

THIS PURCHASE OPTION (the “Agreement”) dated as of _____, 2025 by and among TWG Phase B2, LLC, a Virginia limited liability company (the “Owner” or the “Company” and “Grantor”), Norfolk Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (the “Grantee” or “NRHA”). 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 Operating Agreement dated on or about the date hereof (as amended, the “Operating Agreement”), is engaged in the ownership and operation of an 101 - unit apartment project for families located in Norfolk, Virginia and commonly known as “TWG Phase B2” (the “Project”). The Project includes a leasehold interest in the property, which is legally defined on **Exhibit A** (the “Property”), and the improvements, fixtures and personal property comprising the Project and owned by the Company at the time of purchase

B. The Grantee is the fee simple owner of the Property and is instrumental to the development and operation of the Project and as of the date hereof entered into a ground lease with Grantor to allow the Grantor to develop the Project; and

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

D. The Grantor and the Grantee desire to provide for the continuation of the Project as low-income housing by permitting NRHA to have certain rights to purchase the Project at the applicable price determined under this 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. Grant of Purchase Option.

The Company hereby grants to NRHA an option (the "Purchase Option") to purchase the Project for a period of twelve (12) months (the "Purchase Option Period") following the close of the fifteen (15) year compliance period for the low-income housing tax credits for the Project (the "Tax Credit Compliance Period") as determined under Section 42(i)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), on the terms and conditions set forth in this Agreement and subject to the conditions precedent to the exercise of the Option specified herein.

Section 2. Exercise of Purchase Option.

The Purchase Option may be exercised by NRHA by (i) giving prior written notice of its intent to exercise the Purchase Option to the Company and each of its members in compliance with the requirements of this Agreement and (ii) complying with the closing requirements of this Agreement. Any such notice of intent to exercise the Purchase Option shall be given during the period commencing one (1) year prior to the expiration of the Tax Credit Compliance period and terminating at the end of the Purchase Option Period. The notice of intent shall specify a closing date within the later of one hundred twenty (120) days immediately following the date of exercise or thirty (30) days after the Purchase Option Price has been determined, but in no event later than thirty (30) days after the expiration of the Purchase Option Period. If the foregoing requirements are not met as and when provided in this Agreement, the Purchase Option shall expire and be of no further force or effect. Upon notice by NRHA of its intent to exercise the Purchase Option, all rights under the Right of First Refusal Agreement (Norfolk TWG B2 Apartments Kindred, as may be amended and/or restated from time to time (the "Right of First Refusal") dated on or about the date hereof among the Company, NRHA TWG Phase B2 Manager, LLC ("Managing Member") and other parties, shall be subordinate to the rights of the Purchase Option so exercised unless and until such exercise is withdrawn or discontinued. In addition, the Right of First Refusal shall be subject and subordinate to the Managing Member's Project Buyout Option and Interest Buyout Option, as such terms are defined in the Purchase Option and Right of First Refusal Agreement dated on or about the date hereof among the Owner, the Managing Member, NRHA, [] (collectively, with [], the "Investor Member"), and upon the exercise of either of the Project Buyout Option or the Interest Buyout Option, the Right of First Refusal shall be terminated.

Section 3. Purchase Price Under Purchase Option. The purchase price for the Project pursuant to the Purchase Option (the "Purchase Option Price") shall be the greater of the following amounts, subject to the provision set forth herein below:

- (a) Debt and Taxes. An amount sufficient (i) to pay all debts, liabilities and obligations of the Company upon its termination and liquidation as projected to occur immediately following the sale pursuant to the Purchase Option, whether or not such amounts are due upon sale, including, but not limited to, fees and debts to members of the Company and (ii) to distribute to the members cash proceeds equal to the federal, state and local taxes projected to be imposed on the members of the Company and/or their owners as a result of the sale of the Project pursuant to the Purchase Option, and provided such amount shall be no less than the

purchase price in Section 3 of the Right of First Refusal, and (iii) to assure receipt by the managing member of the Company (the “Managing Member”) or its affiliates and the low-income housing tax credit member of the Company (the “Investment Member”) from the proceeds of the sale of the Project of an amount equal to any accrued but unpaid fees, loans or other amounts owed to the Managing Member or its affiliate and Investment Member, respectively, by the Company; or

(b) Fair Market Value.

1. An amount equal to (i) the fair market value of the Project, which shall permit and include the assumption of the existing secured indebtedness if allowed by the lender, appraised as low-income housing to the extent continuation of such use is required under the Use Restrictions, any such appraisal to be made by a licensed appraiser selected in accordance with the provisions set forth below, who is a member of the Master Appraiser Institute and who has experience in the geographic area in which the Project is located (an “Independent Appraiser”), plus (ii) an amount sufficient to assure receipt by the Managing Member and Investment Member from the proceeds of the sale of the Project of an amount equal to any accrued but unpaid fees, loans or other amounts owed to the Managing Member or its affiliates and Investment Member, respectively, by the Company, plus (iii) an amount sufficient to pay Managing Member and Investor Member exit taxes, if any, plus (iv) a payment in the amount of \$1,000,000.

2. As soon as practicable following the exercise of the Purchase Option, NRHA and the Investment Member shall select a mutually acceptable Independent Appraiser. In the event that the parties are unable to agree upon an Independent Appraiser within fifteen (15) business days following the date of delivery exercise notice for the Purchase Option, NRHA and the Investment Member each shall select an Independent Appraiser within the next succeeding five (5) business days. If either party fails to select an Independent Appraiser within such time period, the determination of the other Independent Appraiser shall control. If the difference between the appraised fair market values set forth in the two appraisals is not more than ten percent (10%) of the appraised fair market value set forth in the lower of the two appraisals, the fair market value for purposes of this Section 3(b) above shall be the average of the two appraisals. If the difference between the two appraisals is greater than ten percent (10%) of the lower of the two appraisals, then the two Independent Appraisers shall jointly select a third Independent Appraiser whose determination of fair market value shall be deemed to be binding on all parties as long as the third determination is between the other two determinations. If the third determination is either lower or higher than both of the other two appraisers, then the average of all three appraisals shall be the appraised fair market value for purposes of this Section 3(b). The Independent Appraiser selected by any party shall meet the minimum qualifications:

(i) such firm is not an Affiliate of the Company or any Member or of NRHA

- (ii) such firm has been in business for at least five (5) years;
- (iii) a principal of such firm shall be a MAI Designated member of the Appraisal Institute;
- (iv) such firm has regularly rendered appraisals of substantially similar assets for at least five (5) years on behalf of a reasonable number of unrelated clients, so as to demonstrate reasonable market acceptance of the valuation opinions of such firm; and
- (v) such firm renders an appraisal only after entering into a contract that specifies the compensation payable for such appraisal.

Each Member shall have ten (10) business days to confirm or challenge in writing the qualifications of such Independent Appraiser or such Appraiser shall be deemed acceptable.

Section 4. 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 Project 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 Project is located, providing for a closing (the "Closing") to occur in Norfolk, Virginia. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Purchase Option.

The Grantor may not exercise or close on any purchase pursuant to this Agreement if there is any material default that has occurred and is continuing (including, without limiting the generality of the foregoing, any failure to pay any amounts due to Company or its members) unless such default will be cured upon payments pursuant hereto. If any one of the preceding conditions precedent are not satisfied, as applicable, the Option shall not terminate, however, the Option shall not be exercisable unless and until such condition(s) precedent are satisfied.

Any ongoing guaranty or indemnification obligations of the Managing Member of the Owner or its affiliates shall terminate for all events arising after the Closing.

Section 5. Conveyance and Condition of the Property

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

closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 6. Notice

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

(i) If to the Owner, at the principal office of the Company set forth in the Operating Agreement, and with a copy to Investor Member at the principal office set forth in the Operating Agreement;

(ii) If to the Grantee, at the principal office of the Company located at:

555 E. Main Street
Norfolk, VA 23510
Attention: Executive Director

Section 7. 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 8. 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 9. 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 10. 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.

Section 11. 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 12. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner.

Section 13. Time

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

Section 14. 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 15. Subordination

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

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IN WITNESS WHEREOF, the parties hereto have executed this Purchase Option as of the date first stated above.

GRANTOR:

TWG Phase B2, LLC,
a Virginia limited liability company

By: TWG Phase B2 Manager, LLC,
a Virginia limited liability company,
its managing member

By: Brinshore TL, L.L.C.
an Illinois limited liability company
its managing member

By: Brinshore Development, L.L.C.,
an Illinois limited liability company,
its managing member

By: RJS Real Estate Services, Inc.,
an Illinois corporation,
a member

By: _____
Name: Richard J. Sciortino
Title: President

STATE/Commonwealth of _____,

CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me _____ this ____ of _____, _____, by Richard J. Sciortino, the President of RJS Real Estate Services, Inc., an Illinois corporation, a member of Brinshore Development, L.L.C., an Illinois limited liability company, the managing member of Brinshore TL, LLC, an Illinois limited liability company, the managing member of TWG Phase B2 Manager, LLC, a Virginia limited liability company, the managing member of TWG Phase B2, LLC, a Virginia limited liability company.

Notary Public

Registration No.: _____
My Commission Expires: _____

GRANTEE:

**NORFOLK REDEVELOPMENT AND
HOUSING AUTHORITY,**

a political subdivision of the Commonwealth of Virginia

By: _____

Name: Nathan F. Simms, Jr.

Title: Executive Director

COMMONWEALTH OF VIRGINIA)

)

CITY/COUNTY OF NORFOLK)

)

On _____, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Nathan F. Simms, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Executive Director, 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.: _____

EXHIBIT A
LEGAL DESCRIPTION

PARCEL ONE

ALL THAT certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia and designated as Block 3B, as shown on the plat entitled “Subdivision Plat of Block “E” (M.B. 16, P. 69)” made by Timmons Group, dated November 19, 2024 and recorded December 10, 2024 in the Clerk’s Office of the Circuit Court of the Cit of Norfolk, Virginia in Instrument No. 240021331.

PARCEL TWO

ALL THAT certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia and designated as Block 11, as shown on the plat entitled “Subdivision Plat of Block “F, Block “G” and Block “J” (M.B. 16, P. 69) and Block 11A (Instrument #230013593) made by Timmons Group, dated December 10, 2024 and recorded January 2, 2025 in the Clerk’s Office of the Circuit Court of the Cit of Norfolk, Virginia in Instrument No. 250000275.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RIGHT OF FIRST REFUSAL AGREEMENT
(Norfolk TWG B2 Apartments at Kindred)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among **TWG PHASE B2, LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **Norfolk Redevelopment and Housing Authority**, a political subdivision of the Commonwealth of Virginia (the “Grantee”), and is consented to by **TWG PHASE B2 MANAGER, LLC**, a Virginia limited liability company (the “Managing Member”), **Richard J. Sciortino**, an individual (the “Investor Member”) and [[____]] **SPECIAL LIMITED PARTNER, L.L.C.**, a [____] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its 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 101 unit apartment project for families located in Norfolk, Virginia and commonly known as “Norfolk TWG B2 Apartments at Kindred Apartments” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

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

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by 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 to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members [or of Virginia Housing].

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

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and

(ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

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 Norfolk, Virginia not later than the timeframes set forth

in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

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

Section 7. Transfer

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

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

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

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

Section 9. Option to Purchase

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

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

Section 10. Notice

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

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, 555 E. Main Street, Norfolk, Virginia 23510; and

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 non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

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

Section 16. Amendments

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

Section 17. Time

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

Section 18. Legal Fees

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

Section 19. Subordination

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

Section 20. Rule Against Perpetuities Savings Clause

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

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

The Virginia Housing Development Authority (“Virginia Housing”) shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

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GRANTEE:

Norfolk Redevelopment and Housing Authority,
a political subdivision of the Commonwealth of
Virginia

By: _____
Name: Nathan F. Simms, Jr.
Title: Executive Director

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared Nathan F. Simms, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Executive Director, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires: _____

Registration No.: _____

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

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

INVESTOR MEMBER:

Richard J. Sciortino, an individual

STATE OF _____)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared Richard J. Sciortino 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.

Notary Public

Commission expires:

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE

ALL THAT certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia and designated as Block 3B, as shown on the plat entitled "Subdivision Plat of Block "E" (M.B. 16, P. 69)" made by Timmons Group, dated November 19, 2024 and recorded December 10, 2024 in the Clerk's Office of the Circuit Court of the Cit of Norfolk, Virginia in Instrument No. 240021331.

PARCEL TWO

ALL THAT certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia and designated as Block 11, as shown on the plat entitled "Subdivision Plat of Block "F, Block "G" and Block "J" (M.B. 16, P. 69) and Block 11A (Instrument #230013593) made by Timmons Group, dated December 10, 2024 and recorded January 2, 2025 in the Clerk's Office of the Circuit Court of the Cit of Norfolk, Virginia in Instrument No. 250000275.

Tab W:

Internet Safety Plan and Resident Information Form

By using this internet service, you are agreeing to the terms outlined below. IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE INTERNET SERVICE OR EQUIPMENT.

1. Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) Internet Services and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 While we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security in terms of equipment and procedures to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

2. Your Use of the Service

2.1 You must not use the Service to send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material that is text, pictures, films, video clips of a sexually explicit or arousing nature

2.1.4 contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation

2.1.5 contain material which infringe third party's rights including intellectual property rights

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business or

2.1.7 are otherwise unlawful or inappropriate

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United States or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol "IP" addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have whether pursuant to clause 3.3 or otherwise, and are entitled to provide by law, to law enforcement authorities or rights-holders.

4. Our Use of your Information

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.

5. Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility to the extent permitted by law to compensate you whether or not we are negligent for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts Rights of Third Parties Act 1999.

Internet Service Resident Acknowledgement Form

RESIDENT (s):	LANDLORD:	UNIT ADDRESS:
---------------	-----------	---------------

This form is an Addendum and is hereby incorporated and made a part of the Lease Contract and sets out the terms and conditions on which internet service is provided free of charge. By signing this Addendum, you acknowledge that your apartment is equipped with a device that provides internet service with WIFI broadcasted throughout the unit for your use and you have received and acknowledged the Resident Internet Education Information Manual from an onsite management team member.

The service provided includes internet speed of up to 150Mbps download/150 Mbps upload and may vary at peak times of the day. Should you wish to purchase your own internet service for your unit, you will need to contact the provider Skywire at 1-804-591-0500 or visit www.vaskywire.com.

You further acknowledge that this service may not be uninterrupted, error-free, nor guarantee the security of the service and/or harmful applications your device may be exposed to.

Resident(s) must not use the service for any unlawful or inappropriate purposes. Management reserves the right to terminate this service without notice at any time.

Resident(s) agree to report any repairs or maintenance needed to this equipment directly to the internet service provider at 1-804-591-0500 or visit www.vaskywire.com. If you cause damage to the equipment or remove the equipment from the dwelling, we will assess the cost and you must pay us for damages and/or the actual cost of replacement of the equipment device. If not previously paid, we will apply the cost against your security deposit and/or account statement upon move-out.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Authorized Agent for Owner

Date





June 20, 2025

**Brinshore Development
1603 Orrington Ave, Suite 450
Evanston, Illinois 60201**

**Re: Cox Communications Service to: Block 3B, 1101 Mariner St
Located at: 1101 Mariner St, Norfolk, VA 23510**

Brinshore Development-

Pursuant to your request for the availability of CATV, High-Speed Internet, Telephone, and Homelife services for the above-referenced project, Cox Communications has sufficient signal in the area to provide internet service with upload and download speeds of up to 1 Gbps to the above location.

Cox Communications is a Full-Service Broadband Provider of Digital Telephone, Digital Video, and High-Speed Internet Access. Cox welcomes the opportunity to work with you on your project.

As the Cox Communications New Build Account Executive for your area, I will be happy to set up a meeting with the Cox Project Engineer to discuss the planning, design, and construction of the project.

Sincerely,

**Cox Communications
Kelly Schneider- New Build Account Executive
(757) 202-2959
Kelly.schneider@cox.com**



June 20, 2025

**Brinshore Development
1603 Orrington Ave, Suite 450
Evanston, Illinois 60201**

**Re: Cox Communications Service to: Block 11, 1001 E. Freemason St.
Located at: 1001 E. Freemason St, Norfolk, VA 23510**

Brinshore Development-

Pursuant to your request for the availability of CATV, High-Speed Internet, Telephone, and Homelife services for the above-referenced project, Cox Communications has sufficient signal in the area to provide internet service with upload and download speeds of up to 1 Gbps to the above location.

Cox Communications is a Full-Service Broadband Provider of Digital Telephone, Digital Video, and High-Speed Internet Access. Cox welcomes the opportunity to work with you on your project.

As the Cox Communications New Build Account Executive for your area, I will be happy to set up a meeting with the Cox Project Engineer to discuss the planning, design, and construction of the project.

Sincerely,

**Cox Communications
Kelly Schneider- New Build Account Executive
(757) 202-2959
Kelly.schneider@cox.com**



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



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

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

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

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

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

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



Think before you click



Do you know who sent that email?



Passwords

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

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

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



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

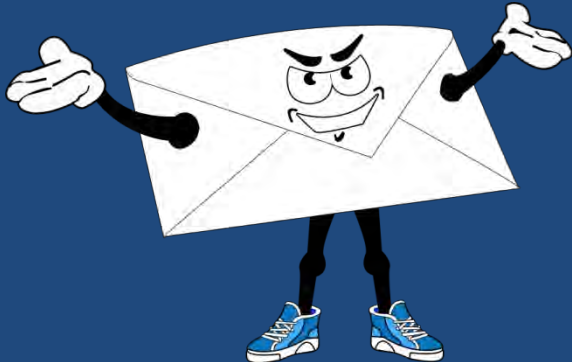
Spam



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

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

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



How do you know it is spam?

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



Malware



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

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

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

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



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

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

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

Adware

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

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

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

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



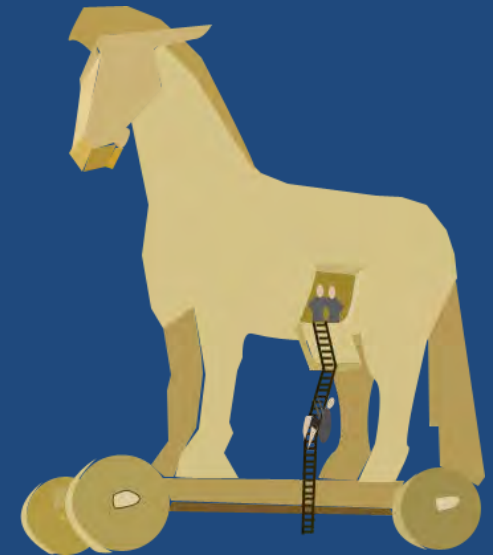
Trojan Horse

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

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

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

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



Worms

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

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

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





Virus

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

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

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

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

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

Social Media

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



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

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

Geotagging



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

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

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

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

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger(can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

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





Cyberbullying

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



Consequences of Cyberbullying

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

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

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

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

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

Consequences of Cyberbullying

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

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

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



Dealing with Cyberbullying

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



About Sexting



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

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

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

22% of teen girls

18% of teen boys

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

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

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



About Sexting



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

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

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

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

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

Legal Consequences of Sexting

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



Information Provided By:
Office of the Attorney
General

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

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS OF HUD SECTION 504

Norfolk TWG B2 Apartments at Kindred

The proximity of Sentara Leigh Hospital, the Dept. of Veterans Affairs Community Based Outpatient Clinic, Sentara Norfolk General Hospital, and other nearby supportive medical services makes Norfolk TWG B2 Apartments at Kindred an ideal apartment community for those with disabilities as defined in the Fair Housing Act. Ten (10) units will be actively marketed to persons documented as having a disability as defined in the Fair Housing Act.

These ten (10) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. The Franklin Group (Management Agent) will market to the Target Population on an ongoing basis throughout the year and will provide sufficient documentation to Virginia Housing's Compliance Officer, and may also request the ability to lease 50-point units to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing Basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 50-point unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, The Franklin Group may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household that is not a part of the Target Population. If the request is approved, the lease will contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move of the temporary / non-disabled tenant will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant will be placed on the Norfolk TWG B2 Apartments waiting list and placed in the 50-point unit when the first available vacant comparable sized unit becomes available to move the non-Target Population tenant.

The Franklin Group plans to contact a number of agencies in the area to inform them of the availability of these ten (10) units, including the following:

- **Virginia Department of Medical Assistance Services (804) 786-7933**
- **Virginia Department of Behavioral Health and Developmental Services (804) 786-3921**
- **Norfolk Community Services Board (757) 664-7699**
- **Virginia Department of Social Services (757) 385-3200**
- **Endependence Center Inc. (757) 461-8007**
- **Norfolk Redevelopment & Housing Authority (757) 623-1111**
- **Hope House Foundation (757) 625-6161**
- **Urban Strategies, Inc. (757) 390-4625**

Each will be contacted directly by phone and receive promotional packets on Norfolk TWG B2 Apartments. The packets will locate Norfolk TWG B2 Apartments and provide information on rents, rental policies and amenities being offered. The Franklin Group will schedule site tours with individuals, agencies and/or groups, as necessary to attract qualified tenants. Norfolk TWG B2 Apartments will also be listed at virginiahousingsearch.com.

**Continued MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS OF HUD SECTION
504**

As part of the redevelopment of the St. Paul's area, the City of Norfolk engaged Urban Strategies, Inc. ("USI") to implement a comprehensive case management and referral services program known as People First to assist families in the area with housing and other needs. The Franklin Group will also seek referrals from USI for individuals within the Target Population that are being displaced by the redevelopment to further assist the People First initiative.

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program. Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

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

Tab Y:

Inducement Resolution for Tax Exempt Bonds

This deal does not require
information behind this tab.

Tab Z:

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

SWaM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Norfolk TWG Phase B2 Apartments at Kindred

Name of SWaM Service Provider Work Program Architects

Part II, 13VAC10-180-60(E)(5)(a) of the Qualified Allocation Plan (the "QAP") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a business certified as women-owned or minority-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(a) of the QAP must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(a) of the QAP.

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

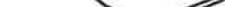
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(a) of the QAP, and that the undersigned service provider is still a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

TWG Phase B2, LLC



Richard Sciortino, Principal

SWAM CERTIFIED SERVICE PROVIDER:

Work Program Architects

Signature of SWaM Certified Service Provider

Mel Price, CEO/ Managing Partner

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CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Norfolk TWG Phase B2 Apartments at Kindred

Name of Applicant

Signature of Applicant

Richard Sciortino, Principal

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Work Program Architects

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

Mel Price, CEO/ Managing Partner

Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

WORK PROGRAM ARCHITECTS, INC.

is a certified Small, Women Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 691819

Valid Through: Jan 23, 2028

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director



SWaM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name TWG Phase B 2, LLC

Name of SWaM Service Provider Bay Electric/ BBRM

Part II, 13VAC10-180-60(E)(5)(a) of the Qualified Allocation Plan (the "QAP") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a business certified as women-owned or minority-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(a) of the QAP must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(a) of the QAP.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
 - ☐ consulting services to complete the LIHTC application;
 - ☒ ongoing development services through the placed in service date;
 - ☐ general contractor;
 - ☐ architect;
 - ☐ property manager;
 - ☐ accounting services; or
 - ☐ legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

BBRM is the developer partner to Brinshore and Banc of America. If approved by HUD, they will enter the entity ownership

Bay Electric Co is an owner entity of BBRM. Upon construction completion they will provide oversight of dry utilities, low voltage, and commercial tenant improvement efforts. These efforts began in 2022 and will continue until project completion and final lease up.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(a) of the QAP, and that the undersigned service provider is still a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

Printed Name and Title of Authorized Signer

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

TWG Phase B2, LLC

Name of Applicant



Signature of Applicant

Richard Sciortino, President of RJS Real Estate Services, Inc., member of Brinshore Development, L.L.C., member of Brinshore TL, LLC, managing member of TWG B2 Manager, LLC, managing member of TWG Phase B2, LLC

Printed name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Name of SWaM Certified Service Provider

Signature of SWaM Certified Service Provider

Printed Name and Title of Authorized Signer

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Name of Applicant

Signature of Applicant

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Bay Electric / BORM SWaM #723
Name of SWaM Certified Service Provider

John F. Biagas
Signature of SWaM Certified Service Provider

John F. Biagas Managing member
Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

BAY ELECTRIC CO., INC.

is a certified Small, Minority Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 723
Valid Through: Sep 29, 2027

Accordingly Certified

A handwritten signature in blue ink that reads "Matthew James".

Matthew James, Director



Tab AA:

Priority Letter from Rural Development

This deal does not require
information behind this tab.

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

This deal does not require
information behind this tab.