
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.

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input checked="" type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input checked="" type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Syndicator's or Investor's Letter of Intent (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: Any supporting documentation related to List of LIHTC Developments (Schedule A) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| N/A | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| N/A | K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template |
| N/A | Tab L: PHA / Section 8 Notification Letter |
| N/A | Tab M: <i>(left intentionally blank)</i> |
| N/A | Tab N: Homeownership Plan |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| N/A | Tab P: Zero Energy or Passive House documentation for prior allocation by this developer |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Utility Allowance Calculation |
| N/A | Tab S: Supportive Housing Certification |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input checked="" type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| N/A | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification |
| N/A | Tab AA: Priority Letter from Rural Development |
| N/A | Tab AB: Ownership's Social Disadvantage or Veteran Owned Small Business Certification |

VHDA TRACKING NUMBER

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 4/29/2025

1. Development Name: Sykes Mid Rise Apartments

2. Address (line 1): 555 E Liberty St
Address (line 2):
City: NorfolkState: VAZip: 23523

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: -76.28083Latitude: 36.82863
(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: 51-47260-710-50.00

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

Note regarding DDA and QCT

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

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

10. Development is located in a Revitalization Area designated by resolution or by the locality..... FALSE

11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)

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

3%	10%	12%
FALSE	FALSE	FALSE

13. Development is located in a medium or high-level economic development jurisdiction based on table. FALSE

14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE

Enter only Numeric Values below:

15. Congressional District: 3
Planning District: 23
State Senate District: 21
State House District: 92

16. Development Description: In the space provided below, give a brief description of the proposed development
NRHA proposes the renovation of the 84 units in the existing 4 story Sykes property serving seniors in the NRHA public housing portfolio utilizing RAD, 4% Low Income Housing Tax Credits and tax exempt bonds through a strategically phased construction process minimizing relocation impacts to residents. The property will utilize a RAD-Section 18 blend to shift the units' operating subsidy to Project Based Vouchers. The first floor features commercial space that houses a Senior Center run by / under lease to the City of Norfolk, this space is excluded from the proposed renovation construction scope and property income.

VHDA TRACKING NUMBER		
A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT	Application Date:	4/29/2025

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) 274-9259
Street Address:	810 Union St		
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:

Jeremy Sharp, Zoning Administator, 757-439-4833, jeremy.sharp@norfolk.gov

- 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:

For Tax Exempt Bonds, where are bonds being issued?

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

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

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development:

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

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt Allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

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

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

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

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: Sykes Apartments, L.P.

Developer Name: Norfolk Redevelopment and Housing Authority (NRHA)

Contact: M/M Mr. First: Nathan MI: F Last: Simms, Jr.

Address: 555 E. Main St.

City: Norfolk St. VA Zip: 23510

Phone: (757) 623-1111 Ext. Fax: (757) 314-1405

Email address: nsimms@nrha.us

Federal I.D. No. 333251960 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: limited partnership Formation State: Virginia

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

Cori Hines, chines@nrha.us, 757-314-2088

- 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. FALSE 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%.

C. OWNERSHIP INFORMATION

If True above, what property placed in service?

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: ☒ Option

Expiration Date: 12/31/2026

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

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

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

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

D. SITE CONTROL

3. Seller Information:

Name:

Address:

City: St.: Zip:

Contact Person: Phone:

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Sykes Apartments GP, L.L.C.		GP of Applicant	0.01%
NRHA, Nathan F Simms, Jr.	(757) 623-1111	Member of GP	79.00%
TCG Development Services LLC, Jamie	(301) 807-5244	Member of GP	21.00%
			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:	Delphine Carnes	This is a Related Entity.	FALSE
Firm Name:	Delphine Carnes Law Group, PLC	DEI Designation?	FALSE OR
Address:	101 W. Main Street, Suite 440	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk, VA 23510		
Email:	dcarnes@delphinecarneslaw.com	Phone:	757-612-4314
2. Tax Accountant:	Russel Phillips	This is a Related Entity.	FALSE
Firm Name:	CohnReznick LLP	DEI Designation?	FALSE OR
Address:	7501 Wisconsin Ave, Suite 400E	Veteran Owned Small Bus?	FALSE
City, State, Zip	Bethesda, MD 20814-6583		
Email:	Russell.Phillips@cohnreznick.com	Phone:	301-280-3578
3. Consultant:	Amber Seely-Marks	This is a Related Entity.	FALSE
Firm Name:	National Affordable Housing Trust	DEI Designation?	FALSE OR
Address:	330 Rush Alley, Suite 620	Veteran Owned Small Bus?	FALSE
City, State, Zip	Columbus, OH 43215	Role:	Financial Consultant
Email:	aseelymarks@naht.org	Phone:	646-232-7129
4. Management Entity:	Brenda Fleming	This is a Related Entity.	TRUE
Firm Name:	Norfolk Redevelopment And Housing Autho	DEI Designation?	FALSE OR
Address:	555 E Main St	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk, VA 23510		
Email:	bffleming@nrha.us	Phone:	757-314-1653
5. Contractor:	Brian K. Revere, President	This is a Related Entity.	FALSE
Firm Name:	Breeden Construction, LLC	DEI Designation?	FALSE OR
Address:	560 Lynnhaven Parkway	Veteran Owned Small Bus?	FALSE
City, State, Zip	Virginia Beach, VA 23452		
Email:	ajd@breedenconstruction.com	Phone:	(757) 628-6374
6. Architect:	John Crouse	This is a Related Entity.	FALSE
Firm Name:	Saunders + Crouse Architects	DEI Designation?	FALSE OR
Address:	222 Central Park Ave, Suite 610	Veteran Owned Small Bus?	FALSE
City, State, Zip	Virginia Beach, VA 23462		
Email:	jcrouse@saunderscrousearchitects.com	Phone:	757-351-4548

E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney:	Delphine Carnes	This is a Related Entity.	FALSE
Firm Name:	Delphine Carnes Law Group, PLC	DEI Designation?	FALSE OR
Address:	101 W. Main Street, Suite 440	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk, VA 23510		
Email:	dcarnes@delphinecarneslaw.com	Phone:	757-612-4314
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
9. Other 1:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
10. Other 2:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
11. Other 3:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
12. Other 4:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	

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

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

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..... **TRUE**

- 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..... TRUE
 - 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)..... TRUE
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE
 - iv. There are different circumstances for different buildings..... FALSE
- Action:** (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

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

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

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

FALSE

FALSE

FALSE

FALSE

FALSE

FALSE

a. Be authorized to do business in Virginia.

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

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.

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

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

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

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

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	84	bedrooms	91
Total number of rental units in development	84	bedrooms	91
Number of low-income rental units	83	bedrooms	90
Percentage of rental units designated low-income	98.81%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	84	bedrooms	91
c. If any, indicate number of planned exempt units (included in total of all units in development).....			1
d. Total Floor Area For The Entire Development.....	80,543.00		(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	7,529.00		(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	5,953.00		
g. Total Usable Residential Heated Area.....	67,061.00		(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space	0.00%		
i. Exact area of site in acres	2.309		
j. Locality has approved a final site plan or plan of development.....	TRUE		
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		SF	
1 Story Eff - Elderly		SF	
1 Story 1BR - Elderly		SF	
1 Story 2BR - Elderly		SF	
Eff - Elderly		SF	
1BR Elderly	531.00	SF	76
2BR Elderly	750.00	SF	7
Eff - Garden		SF	
1BR Garden		SF	
2BR Garden		SF	
3BR Garden		SF	
4BR Garden		SF	
2+ Story 2BR Townhouse		SF	
2+ Story 3BR Townhouse		SF	
2+ Story 4BR Townhouse		SF	
		83	84

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

3. Structures

- a. Number of Buildings (containing rental units).....
- 1**

- b. Age of Structure:.....
- 45**
- years

- c. Maximum Number of stories:.....
- 4**

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

- e. Commercial Area Intended Use:
- Senior Center (under lease to City of Norfolk)**

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

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

TRUE

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

FALSE

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

FALSE

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

- i. Row House/Townhouse

FALSE

- v. Detached Single-family

FALSE

- ii. Garden Apartments

FALSE

- vi. Detached Two-family

FALSE

- iii. Slab on Grade

TRUE

- vii. Basement

FALSE

- iv. Crawl space

FALSE

- h. Development contains an elevator(s).

TRUE

If true, # of Elevators.

2

H. STRUCTURE AND UNITS INFORMATION

Elevator Type (if known)

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: The community offers convenient amenities including a 24/7 laundry facility, a

m. Number of Proposed Parking Spaces 32
 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. FALSE
 If **True**, Provide required documentation (**TAB K2**).

5. Plans and Specifications**a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**

- i. A location map with development clearly defined.
- ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
- iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.

b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

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

J. ENHANCEMENTS

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

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

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

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

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

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

REQUIRED:

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

- | | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only. |
| 93.00% | b1. Percentage of brick covering the exterior walls. |
| 7.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE | c. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| TRUE | d. Cooking surfaces are equipped with fire suppression features as defined in the manual |
| TRUE | e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| FALSE | f. Full bath fans are equipped with a humidistat. |
| TRUE | g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| TRUE | h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| FALSE | i. Each unit is provided free individual high-speed internet access.
<i>(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)</i> |
| TRUE | j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| or | |
| FALSE | l. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | m. All interior doors within units are solid core. |
| FALSE | n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at Tab F . |
| FALSE | o. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear |

J. ENHANCEMENTS

from face of building and a minimum size of 30 square feet.

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

- TRUE

a. All cooking ranges have front controls.
- TRUE

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

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

- FALSE

Earthcraft Gold or higher certification
- TRUE

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

LEED Certification
- FALSE

Enterprise Green Communities (EGC) Certification

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

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

- 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)

- TRUE

a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 55

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

65% of Total Rental Units

4.

TRUE

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

If not, please explain:

JHC

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	Gas

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

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

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

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

- | | |
|---|---|
| a. <u>FALSE</u> HUD | d. <u>FALSE</u> Local PHA |
| b. <u>FALSE</u> Utility Company (Estimate) | e. <u>TRUE</u> Other: <u>No Tenant Paid Utilities</u> |
| c. <u>FALSE</u> Utility Company (Actual Survey) | |

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

K. SPECIAL HOUSING NEEDS

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

1. **Accessibility:** Indicate **True** for the following point 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.

JHC

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

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

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

TRUE

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

FALSE

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

FALSE

Supportive Housing (as described in the Tax Credit Manual)

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

FALSE

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

- b. The development has existing tenants and a relocation plan has been developed..... TRUE
- (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: Section 8 Waitlist

Contact person: Pamela Jones Watford

Title: Chief of Rental Assistance Programs

Phone Number: (757) 624-8629

Action: Provide required notification documentation (TAB L)

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

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

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

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

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: Pamela

Last Name: Jones-Watford

Phone Number: (757) 624-8629 Email: pjoneswatford@nrha.us

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

TRUE	Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.
FALSE	Section 8 New Construction Substantial Rehabilitation
FALSE	Section 8 Moderate Rehabilitation
FALSE	Section 811 Certificates
FALSE	Section 8 Project Based Assistance
FALSE	RD 515 Rental Assistance
TRUE	Section 8 Vouchers
	*Administering Organization: NRHA
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:	84
How many years in rental assistance contract?	20.00
Expiration date of contract:	11/1/2045
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?	84

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	
	0.00%	20% Area Median
	0.00%	30% Area Median
	0.00%	40% Area Median
53	63.10%	50% Area Median
30	35.71%	60% Area Median
	0.00%	70% Area Median
	0.00%	80% Area Median
1	1.19%	Market Units
84	100.00%	Total

Rent Levels		
# of Units	% of Units	
	0.00%	20% Area Median
	0.00%	30% Area Median
	0.00%	40% Area Median
53	63.10%	50% Area Median
30	35.71%	60% Area Median
	0.00%	70% Area Median
	0.00%	80% Area Median
1	1.19%	Market Units
84	100.00%	Total

- b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.
- 20-30% Levels FALSE 40% Levels FALSE 50% levels TRUE
- c. The development plans to utilize average income testing..... FALSE

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	50% AMI	43		495.00	\$1,631.00	\$70,133
Mix 2	1 BR - 1 Bath	50% AMI	3		563.00	\$1,631.00	\$4,893
Mix 3	1 BR - 1 Bath	50% AMI	2		572.00	\$1,631.00	\$3,262
Mix 4	2 BR - 1 Bath	50% AMI	5		750.00	\$1,866.00	\$9,330
Mix 5	1 BR - 1 Bath	60% AMI	26		495.00	\$1,631.00	\$42,406
Mix 6	1 BR - 1 Bath	60% AMI	1		563.00	\$1,631.00	\$1,631
Mix 7	1 BR - 1 Bath	60% AMI	1		572.00	\$1,631.00	\$1,631
Mix 8	2 BR - 1 Bath	60% AMI	2		750.00	\$1,866.00	\$3,732

L. UNIT DETAILS

Mix 9	1 BR - 1 Bath	Market 100%	1		495.00	\$1,631.00	\$1,631
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
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Mix 37							\$0
Mix 38							\$0
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Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0

L. UNIT DETAILS

Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
TOTALS			84	0				\$138,649

Verify # of 504 Units based on previous tab.

Total	84	Net Rentable SF:	TC Units	43,373.00
Units			MKT Units	495.00
			Total NR SF:	43,868.00

Floor Space Fraction (to 7 decimals)	98.87161%
--------------------------------------	-----------

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

1. Advertising/Marketing				\$3,000
2. Office Salaries				\$98,157
3. Office Supplies				\$23,552
4. Office/Model Apartment	(type)	\$0
5. Management Fee				\$79,030
5.00% of EGI	\$940.83	Per Unit		
6. Manager Salaries				\$67,020
7. Staff Unit (s)	(type)	\$0
8. Legal				\$5,000
9. Auditing				\$7,000
10. Bookkeeping/Accounting Fees				\$15,000
11. Telephone & Answering Service				\$5,000
12. Tax Credit Monitoring Fee				\$3,780
13. Miscellaneous Administrative				\$61,861
Total Administrative				\$368,400

Utilities

14. Fuel Oil				\$0
15. Electricity				\$93,185
16. Water				\$49,208
17. Gas				\$16,809
18. Sewer				\$29,257
Total Utility				\$188,459

Operating:

19. Janitor/Cleaning Payroll				\$0
20. Janitor/Cleaning Supplies				\$21,749
21. Janitor/Cleaning Contract				\$0
22. Exterminating				\$0
23. Trash Removal				\$0
24. Security Payroll/Contract				\$0
25. Grounds Payroll				\$0
26. Grounds Supplies				\$0
27. Grounds Contract				\$15,303
28. Maintenance/Repairs Payroll				\$133,579
29. Repairs/Material				\$3,837
30. Repairs Contract				\$0
31. Elevator Maintenance/Contract				\$1,680
32. Heating/Cooling Repairs & Maintenance				\$0
33. Pool Maintenance/Contract/Staff				\$0
34. Snow Removal				\$0
35. Decorating/Payroll/Contract				\$0
36. Decorating Supplies				\$0

M. OPERATING EXPENSES

37. Miscellaneous	\$0
Totals Operating & Maintenance	\$176,148

Taxes & Insurance

38. Real Estate Taxes	\$8,179
39. Payroll Taxes	\$0
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$978 per unit \$82,152
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$90,331

Total Operating Expense**\$823,338**

Total Operating Expenses Per Unit	\$9,802	C. Total Operating Expenses as % of EGI	52.09%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)	\$25,200
---	-----------------

Total Expenses	\$848,538
-----------------------	------------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	4/23/2025	Cori Hines
b. Site Acquisition	11/30/2025	Cori Hines
c. Zoning Approval	N/A	
d. Site Plan Approval	N/A	
2. Financing		
a. Construction Loan		
i. Loan Application	4/1/2025	Cori Hines
ii. Conditional Commitment	6/30/2025	Cori Hines
iii. Firm Commitment	6/30/2025	Cori Hines
b. Permanent Loan - First Lien		
i. Loan Application	4/1/2025	Cori Hines
ii. Conditional Commitment	6/30/2025	Cori Hines
iii. Firm Commitment	6/30/2025	Cori Hines
c. Permanent Loan-Second Lien		
i. Loan Application	4/1/2025	Cori Hines
ii. Conditional Commitment	6/30/2025	Cori Hines
iii. Firm Commitment	6/30/2025	Cori Hines
d. Other Loans & Grants		
i. Type & Source, List	FHLB AHP	Cori Hines
ii. Application	5/22/2025	Cori Hines
iii. Award/Commitment	9/1/2025	Cori Hines
2. Formation of Owner	12/2/2024	Delphine Carnes
3. IRS Approval of Nonprofit Status	N/A	
4. Closing and Transfer of Property to Owner	11/30/2025	Cori Hines
5. Plans and Specifications, Working Drawings	3/13/2025	Cori Hines
6. Building Permit Issued by Local Government	11/1/2025	Cori Hines
7. Start Construction	12/1/2025	Cori Hines
8. Begin Lease-up	12/1/2025	Cori Hines
9. Complete Construction	8/30/2027	Cori Hines
10. Complete Lease-Up	9/23/2027	Cori Hines
11. Credit Placed in Service Date	Multiple Dates	Cori Hines

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.

<div>Must Use Whole Numbers Only!</div>		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)	0	0		0
b. Unit Structures (Rehab)	11,883,205	0	11,883,205	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	11,883,205	0	11,883,205	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	86,643	0	86,643	0
j. Site Improvements	553,020	0	553,020	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	391,225	0	391,225	0
q. Hard Cost Contingency	1,495,372	0	1,495,372	0
Total Land Improvements	2,526,260	0	2,526,260	0
Total Structure and Land	14,409,465	0	14,409,465	0
r. General Requirements	774,846	0	774,846	0
s. Builder's Overhead (1.9% Contract)	275,825	0	275,825	0
t. Builder's Profit (4.8% Contract)	689,562	0	689,562	0
u. Bonds	185,730	0	185,730	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: GC License & Liability	102,293	0	102,293	0
z. Other 2: Building Permits	11,373	0	11,373	0
aa. Other 3:	0	0	0	0
Contractor Costs	\$16,449,094	\$0	\$16,449,094	\$0

Construction cost per unit:**\$195,822.55**

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$2,017,325

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$1,740,233

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"	
			(B) Acquisition	(C) Rehab/ New Construction
				(D) "70 % Present Value Credit"
2. Owner Costs				
a.	Building Permit	0	0	0
b.	Architecture/Engineering Design Fee \$10,681 /Unit)	897,223	0	897,223
c.	Architecture Supervision Fee \$1,780 /Unit)	149,537	0	149,537
d.	Tap Fees	0	0	0
e.	Environmental	32,340	0	32,340
f.	Soil Borings	5,000	0	5,000
g.	Green Building (Earthcraft, LEED, etc.)	50,000	0	50,000
h.	Appraisal	15,000	0	15,000
i.	Market Study	6,000	0	6,000
j.	Site Engineering / Survey	20,000	0	20,000
k.	Construction/Development Mgt		0	0
l.	Structural/Mechanical Study	0	0	0
m.	Construction Loan Origination Fee	200,000	0	200,000
n.	Construction Interest (6.5% for 36 months)	1,300,000	0	518,448
o.	Taxes During Construction	0	0	0
p.	Insurance During Construction	150,000	0	150,000
q.	Permanent Loan Fee (1.7%)	93,500		
r.	Other Permanent Loan Fees	75,000		
s.	Letter of Credit	0	0	0
t.	Cost Certification Fee	15,000	0	15,000
u.	Accounting	15,000	0	15,000
v.	Title and Recording	105,000	0	105,000
w.	Legal Fees for Closing	150,000	0	150,000
x.	Mortgage Banker	0	0	0
y.	Tax Credit Fee	96,406		
z.	Tenant Relocation	1,068,614		
aa.	Fixtures, Furnitures and Equipment	75,000	0	75,000
ab.	Organization Costs	0		
ac.	Operating Reserve	729,000		
ad.	Soft Costs Contingency	84,505		
ae.	Security	0	0	0
af.	Utilities	0	0	0
ag.	Supportive Service Reserves	0		

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Owner Material Testing	10,000	0	10,000	0
(2) Other* specify:	Const. Lender Inspection Fee	31,500	0	31,500	0
(3) Other* specify:	Const. Lender Legal	75,000	0	75,000	0
(4) Other* specify:	Lease Up Costs / Operations	50,000	0	0	0
(5) Other* specify:	Cost of Bond Issuance	500,000	0	0	0
(6) Other* specify:	VHDA App Fee + Phased Ins	13,000	0	0	0
(7) Other* specify:	Syndication Costs	25,000	0	0	0
(8) Other* specify:			0	0	0
(9) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$6,036,625	\$0	\$2,520,048	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$22,485,719	\$0	\$18,969,142	\$0
3. Developer's Fees		2,824,858	0	2,824,858	0
4. Owner's Acquisition Costs					
Land		1,300,000			
Existing Improvements		6,150,000	6,150,000		
Subtotal 4:		\$7,450,000	\$6,150,000		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$32,760,577	\$6,150,000	\$21,794,000	\$0

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$2,824,858

Proposed Development's Cost per Sq Foot

\$314

Proposed Cost by Sq Ft exceeds limit

Applicable Cost Limit by Square Foot:

\$253

Proposed Development's Cost per Unit

\$301,316

Proposed Cost per Unit exceeds limit

Applicable Cost Limit per Unit:

\$246,756

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	32,760,577	6,150,000	21,794,000	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) 6,150,000 21,794,000 0

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

a. For QCT or DDA (Eligible Basis x 30%)	6,538,200	0
<i>State Designated Basis Boosts:</i>		
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	28,332,200	0

5. Applicable Fraction 98.80952% 98.80952% 98.80952%

6. Total Qualified Basis 6,076,785 27,994,911 0
(Eligible Basis x Applicable Fraction)

7. Applicable Percentage 4.00% 4.00% 9.00%

8. Maximum Allowable Credit under IRC §42 \$243,071 \$1,119,796 \$0
(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed) \$1,362,867
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.	Construction Loan Lender	04/01/25	06/20/25	\$15,550,000		
2.	Construction Loan Lender	04/01/25	06/20/25	\$2,450,000		
3.						
Total Construction Funding:				\$18,000,000		

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	Perm Loan	4/1/2025	6/20/2025	\$9,350,000	\$609,536	5.90%	40	18
2.	NRHA Capital Funds	3/1/2025	3/13/2025	\$2,300,000		4.86%	40	30
3.	FHLB AHP	5/22/2025	9/1/2025	\$500,000		2.00%	40	30
4.	Seller Note	3/1/2025	3/13/2025	\$6,705,000		4.86%	40	30
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$18,855,000	\$609,536			

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.			\$0
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$15,550,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$2,300,000
	NRHA Capital Funds	
l.	Other:	\$0

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

53.17%

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

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

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

- a.

TRUE

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

TRUE

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

84

Number of New PBV Vouchers
- c.

FALSE

If True, Section 8 Proj Based Assistance should be TRUE in Special Hsg Needs tab

Other

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

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	\$1,912,349	(Note: Deferred Developer Fee cannot be negative.)
iv. 45L Credit Equity	\$0	
v. Other:	\$0	

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

Equity Total \$1,912,349

2. Equity Gap Calculation

a. Total Development Cost		\$32,760,577
b. Total of Permanent Funding, Grants and Equity	-	<u>\$20,767,349</u>
c. Equity Gap		\$11,993,228
d. Developer Equity	-	<u>\$1,195</u>
e. Equity gap to be funded with low-income tax credit proceeds		\$11,992,033

3. Syndication Information (If Applicable)

a.	Actual or Anticipated Name of Syndicator:	▶ Berkadia			
	Contact Person:		Phone:		
	Street Address:				
	City:		State:	Zip:	

b. Syndication Equity

i. Anticipated Annual Credits	\$1,362,867.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880
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	\$1,362,731
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$11,992,033

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	<u>\$11,992,033</u>
---	---------------------

5. Net Equity Factor

Must be equal to or greater than 85%, unless the applicant has an approved waiver	<u>88.0000199816%</u>
---	-----------------------

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs			\$32,760,577
2. Less Total of Permanent Funding, Grants and Equity	-		\$20,767,349
3. Equals Equity Gap			\$11,993,228
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			88.0000199816%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$13,628,666
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,362,867
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,362,867
8. Requested Credit Amount	For 30% PV Credit:		\$1,362,867
	For 70% PV Credit:		\$0
Credit per LI Units	\$16,420.0843		
Credit per LI Bedroom	\$15,142.9667		
Combined 30% & 70% PV Credit Requested			\$1,362,867

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	\$137,018
Plus Other Income Source (list):	\$0
Equals Total Monthly Income:	\$137,018
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,644,216
Less Vacancy Allowance	\$82,211
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$1,562,005

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:	\$1,631
Plus Other Income Source (list):	\$0
Equals Total Monthly Income:	\$1,631
Twelve Months	x12
Equals Annual Gross Potential Income	\$19,572
Less Vacancy Allowance	\$979
Equals Annual Effective Gross Income (EGI) - Market Rate Units	\$18,593

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	\$1,562,005
b. Annual EGI Market Units	\$18,593
c. Total Effective Gross Income	\$1,580,599
d. Total Expenses	\$848,538
e. Net Operating Income	\$732,061
f. Total Annual Debt Service	\$609,536
g. Cash Flow Available for Distribution	\$122,525

T. CASH FLOW**4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow**

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,580,599	1,612,211	1,644,455	1,677,344	1,710,891
Less Oper. Expenses	848,538	873,994	900,214	927,220	955,037
Net Income	732,061	738,216	744,241	750,123	755,854
Less Debt Service	609,536	609,536	609,536	609,536	609,536
Cash Flow	122,525	128,680	134,705	140,587	146,318
Debt Coverage Ratio	1.20	1.21	1.22	1.23	1.24

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,745,109	1,780,011	1,815,611	1,851,923	1,888,962
Less Oper. Expenses	983,688	1,013,199	1,043,595	1,074,903	1,107,150
Net Income	761,420	766,812	772,016	777,021	781,812
Less Debt Service	609,536	609,536	609,536	609,536	609,536
Cash Flow	151,884	157,276	162,480	167,485	172,276
Debt Coverage Ratio	1.25	1.26	1.27	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,926,741	1,965,276	2,004,581	2,044,673	2,085,566
Less Oper. Expenses	1,140,364	1,174,575	1,209,812	1,246,107	1,283,490
Net Income	786,377	790,701	794,769	798,566	802,076
Less Debt Service	609,536	609,536	609,536	609,536	609,536
Cash Flow	176,841	181,165	185,233	189,030	192,540
Debt Coverage Ratio	1.29	1.30	1.30	1.31	1.32

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: 7

Total Qualified Basis should equal total on Elig Basis Tab

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

Bldg #	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS					30% Present Value				30% Present Value				70% Present Value Credit				
	TAX	MARKET						Credit for Acquisition				Credit for Rehab / New Construction								
	BIN if known	CREDIT UNITS	RATE UNITS	Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		12		555 E Liberty St - 4th Floor East		Norfolk	VA	23523	\$34,316	12/22/25	4.00%	\$1,373	\$155,876	12/22/25	4.00%	\$6,235				\$0
2.		12		555 E Liberty St - 3rd Floor East		Norfolk	VA	23523	\$34,316	12/29/25	4.00%	\$1,373	\$155,876	12/29/25	4.00%	\$6,235				\$0
3.		12		555 E Liberty St - 2nd Floor East		Norfolk	VA	23523	\$34,316	05/11/26	4.00%	\$1,373	\$155,876	05/11/26	4.00%	\$6,235				\$0
4.		6		555 E Liberty St - 1st Floor East		Norfolk	VA	23523	\$17,158	05/18/26	4.00%	\$686	\$77,938	05/18/26	4.00%	\$3,118				\$0
5.		14		555 E Liberty St - 4th Floor West		Norfolk	VA	23523	\$40,036	09/21/26	4.00%	\$1,601	\$181,855	09/21/26	4.00%	\$7,274				\$0
6.		14		555 E Liberty St - 3rd Floor West		Norfolk	VA	23523	\$40,036	10/05/26	4.00%	\$1,601	\$181,855	10/05/26	4.00%	\$7,274				\$0
7.		13	1	555 E Liberty St - 2nd Floor West		Norfolk	VA	23523	\$40,036	01/25/27	4.00%	\$1,601	\$181,855	01/25/27	4.00%	\$7,274				\$0
8.		0		555 E Liberty St - 1st Floor West		Norfolk	VA	23523	\$2,857	02/01/27	4.00%	\$114	\$12,988	02/01/27	4.00%	\$520				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
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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

83 1 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$243,071

\$1,104,119

\$0

\$9,723

\$44,165

\$0

Number of BINS: 7

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

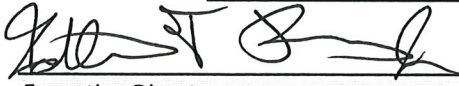
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia 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: Sykes Apartments, L.P.
By: Sykes Apartments G.P., LLC
By: Norfolk Redevelopment and Housing Authority

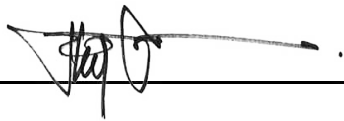
By: 
Its: Executive Director
(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	John H. Crouse
Virginia License#:	4557
Architecture Firm or Company:	Sanders + Crouse Architects

By:  _____

Its: Principal _____

(Title)

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

V. Previous Participation Certification

Development Name: Sykes Mid Rise Apartments

Name of Applicant (entity): Sykes Apartments, L.P.

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

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

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

Accordingly, I hereby certify the following:

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

7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
Virginia Housing | Federal Housing Credit Manual 100
8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants have defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants participate in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants have been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. No Participants are currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. No Participant has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature 

Nathan F. Simms, Jr.

Printed Name

4/29/2025

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

Development Name: Sykes Mid Rise Apartments

Name of Applicant: Sykes Apartments, L.P.

Principals' Name: Nathan F. Simms, Jr.

#	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.	Grandy Village IV	Norfolk, VA	NRHA Grandy Village Limited Partnership	757-533-4683 (N	Y	275	271	2010	2010	N
2.	Partrea / Cottage Bridge	Norfolk, VA	NRHA Partrea Limited Partnership	757-533-4683 (N	Y	47	47	2015	2015	N
3.	Grandy Village VI	Norfolk, VA	NRHA Grandy Village VI, L.P.	757-533-4683 (N	Y	70	70	2019	2019	N
4.	Diggs Town Phase I	Norfolk, VA	NRHA Diggs Town Phase I, L.P.	757-533-4683 (N	Y	222	222	2021	2021	N
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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:

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	N/A	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
Total:			0.00

1. READINESS:

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Y	0 to 10	10.00
d. Location in a revitalization area based on Qualified Census Tract	Y	0 or 10	10.00
or e. Location in a revitalization area with resolution or by locality	N	0 or 15	0.00
or f. Location in a Opportunity Zone	N	0 or 15	0.00
g. Location in a Medium to High level Economic Development Jurisdiction	N	0 or 5	0.00
h. Location on land owned by Tribal Nation	N	0 or 15	0.00
Total:			20.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 60	0.00
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy in Northern Virginia or New Construction pool	N	up to 40	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	0.00
Total:			10.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			49.80
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	N	0, 10 or 20	0.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	65%	Up to 15	0.00
g. Developments with less than 100 low income units	Y	up to 20	6.80
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:			86.60

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	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	63.86%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	63.86%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	63.86%	Up to 50	0.00
Total:			50.00

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	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	up to 10	0.00
g. Team member with Veteran Owned Small Business Certification	N	up to 10	0.00
h. Commitment to electronic payment of fees	Y	0 or 5	5.00
i. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			65.00

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

TOTAL SCORE: **276.10**

Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	22.80
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	2.00
e. Bath Fan - Delayed timer or continuous exhaust	3	3.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green Certification)	3	0.00
h. Rehab only: Infrastructure for high speed internet/broadband	5	5.00
i. Each unit provided free individual high speed internet access	15	0.00
j. USB in kitchen, living room and all bedrooms	1	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	2.00
l. Provides Permanently installed dehumidification system	5	0.00
m. All interior doors within units are solid core	3	3.00
n. Installation of Renewable Energy Electric system	10	0.00
o. New Construction: Balcony or patio	4	0.00

 45.80

All elderly units have:

p. Front-control ranges	1	1.00
q. Independent/suppl. heat source	1	0.00
r. Two eye viewers	1	1.00
s. Shelf or Ledge at entrance within interior hallway	2	2.00
		4.00

Total amenities: 49.80

X.

Development Summary

Summary Information

2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name:

Sykes Mid Rise Apartments

Cycle Type:4% Tax Exempt Bonds Credits

Requested Credit Amount:\$1,362,867

Allocation Type:Acquisition/Rehab

Jurisdiction:Norfolk City

Total Units84

Population Target:Elderly

Total LI Units83

Project Gross Sq Ft:80,543.00

Owner Contact:Nathan Simms, Jr.

Green Certified?TRUE

Total Score276.10

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$18,855,000	\$224,464	\$234	\$609,536
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$14,409,465	\$171,541	\$179	43.98%
General Req/Overhead/Profit	\$1,740,233	\$20,717	\$22	5.31%
Other Contract Costs	\$299,396	\$3,564	\$4	0.91%
Owner Costs	\$6,036,625	\$71,865	\$75	18.43%
Acquisition	\$7,450,000	\$88,690	\$92	22.74%
Developer Fee	\$2,824,858	\$33,629	\$35	8.62%
Total Uses	\$32,760,577	\$390,007		

Income	
Gross Potential Income - LI Units	\$1,644,216
Gross Potential Income - Mkt Units	\$19,572
Subtotal	\$1,663,788
Less Vacancy %5.00%	\$83,189
Effective Gross Income	\$1,580,599

Rental Assistance?

TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$368,400	\$4,386
Utilities	\$188,459	\$2,244
Operating & Maintenance	\$176,148	\$2,097
Taxes & Insurance	\$90,331	\$1,075
Total Operating Expenses	\$823,338	\$9,802
Replacement Reserves	\$25,200	\$300
Total Expenses	\$848,538	\$10,102

Cash Flow	
EGI	\$1,580,599
Total Expenses	\$848,538
Net Income	\$732,061
Debt Service	\$609,536
Debt Coverage Ratio (YR1):	1.20

Total Development Costs	
Total Improvements	\$22,485,719
Land Acquisition	\$7,450,000
Developer Fee	\$2,824,858
Total Development Costs	\$32,760,577

Proposed Cost Limit/Sq Ft:

\$314

Applicable Cost Limit/Sq Ft:

\$253

Proposed Cost Limit/Unit:

\$301,316

Applicable Cost Limit/Unit:

\$246,756

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	77
# of 2BR	7
# of 3BR	0
# of 4+ BR	0
Total Units	84

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	53	53
60% AMI	30	30
>60% AMI	0	0
Market	1	1

Income Averaging?

FALSE

Extended Use Restriction?

30

Y. Efficient Use of Resources

Credit Points (updated in 2025):

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

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

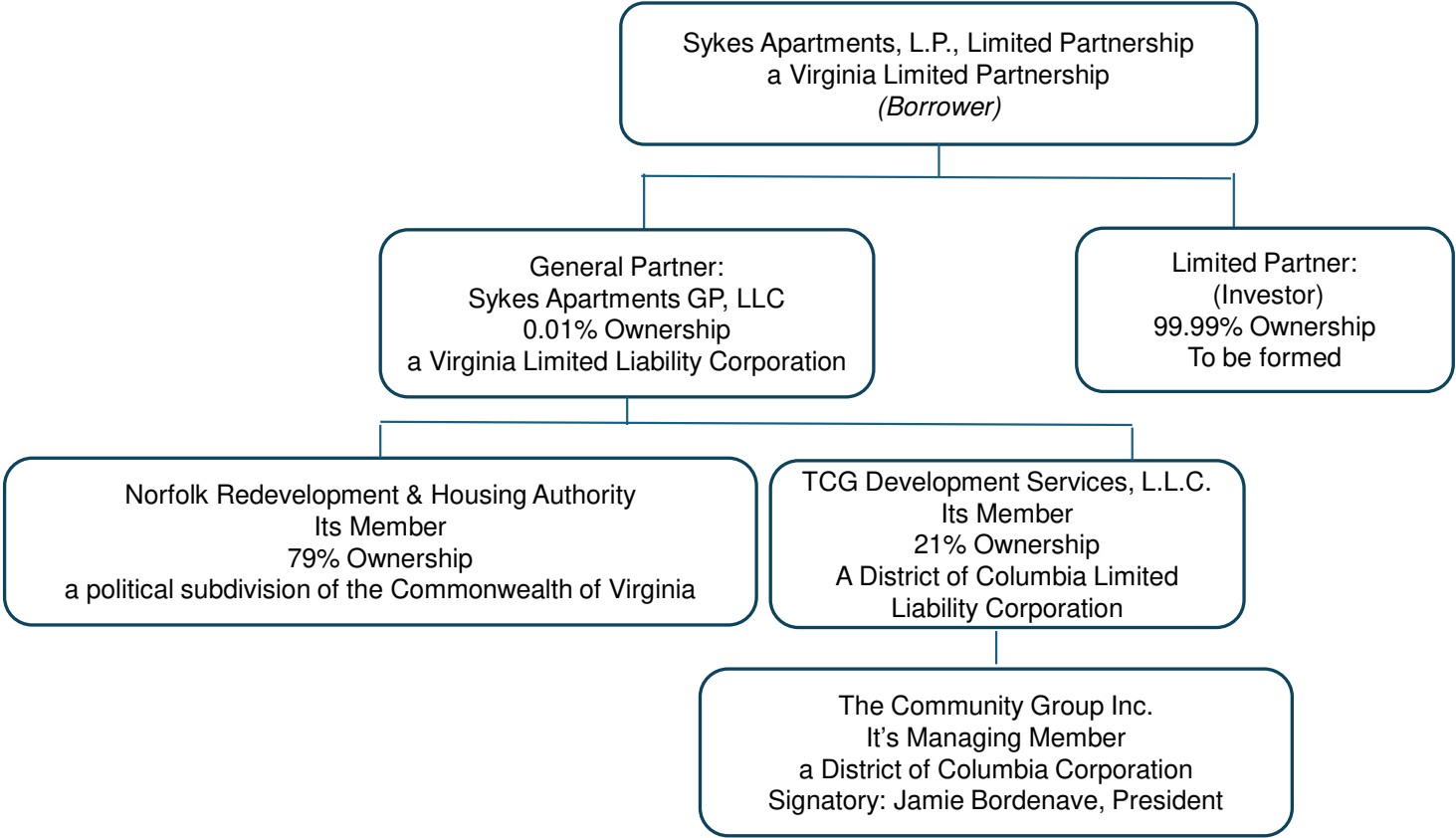
Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$1,362,867
Credit Requested	\$1,362,867
% of Savings	0.00%
Sliding Scale Points	44.5

Tab A:

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

Sykes: LIHTC Ownership



OPERATING AGREEMENT
OF
SYKES APARTMENTS GP, L.L.C.

OPERATING AGREEMENT
of
Sykes Apartments GP, L.L.C.

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OPERATING AGREEMENT

In consideration of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby enter into this Agreement for the governance of SYKES APARTMENTS GP, L.L.C. (the "Company") on the following terms and conditions:

ARTICLE I ORGANIZATION

1.1 Name. The business of the Company shall be conducted under the name of Sykes Apartments GP, L.L.C.

1.2 Term. The duration of the Company shall be ninety-nine (99) years from the date a Certificate of Organization has been issued by the State Corporation Commission, unless sooner terminated as hereinafter provided.

1.3 Place of Business. The Company's principal place of business shall be located at 555 E. Main Street, Norfolk, Virginia 23510, or at such other place as the Secretary may designate.

1.4 Purpose. The purpose of the Company is to engage in any and all business activities permitted under Virginia law, including ownership of real estate and personal property. In no event shall the Company be deemed organized or hold itself out as entity organized as an instrumentality or agency of the United States or any State or political subdivision thereof.

ARTICLE II COMPANY CAPITAL AND CONTRIBUTIONS

2.1 Contributions. The Members shall make no initial contributions to the capital of the Company.

2.2 Additional Contributions. Except as required by Section 10.3, no Member shall be required to make additional contributions to the Company.

2.3 Interest. No Member shall receive interest on his contribution to the capital of the Company. No Member shall have the right to receive property other than cash under any circumstance requiring a return of his contribution.

2.4 Advances. Any loan made by a Member to the Company shall be a term loan and shall bear interest at a rate equal to five percent.

ARTICLE III
ALLOCATIONS AND DISTRIBUTIONS
DURING OPERATIONS

3.1 Net Income, Net Loss and Credits. Net income, net loss and tax credits shall be allocated among the Members in proportion to the then effective percentage interests shown opposite their respective signatures hereto. Net income or net loss shall be defined as the income or loss, as the case may be, of the Company for a period as determined in accordance with Section 703(a)(1) of the 1986 Internal Revenue Code, as amended, including each item of income, gain, loss or deduction required to be separately stated.

3.2 Distributions. Cash available for distribution shall be allocated and distributed each year among the Members in proportion to the then effective percentage interests shown opposite their respective signatures hereto ("Percentage Interests"). For purposes of this Section, cash available for distribution shall include cash determined by the Members to be available, taking into consideration necessary or desired reserves, the tax and other requirements of the Company, and other relevant factors, from operations, a refinancing, or a capital transaction other than a sale of all of the Company's property upon termination of the Company, which shall be governed by Article IX. Cash available for distribution from normal business operations of the Company shall be distributed at least annually. Cash available for distribution as a result of a refinancing or a capital transaction shall be distributed to the Members within thirty days after receipt thereof by the Company.

3.3 Fiscal Year. The Company's fiscal year shall be the calendar year, January 1 through December 31, except as otherwise provided by the Members.

3.4 Liability to Creditors. Except as otherwise required by law or by Section 10.3, no Member shall be liable for the obligations or losses of the Company.

ARTICLE IV
MEMBERS

4.1 Management and Voting Entitlement. Until the Members appoint officers and assistant officers of the Company in accordance with the provisions of Article V, management shall be vested in the Members. Notwithstanding any provision contained elsewhere in this Agreement, no Member shall have the authority, without the unanimous consent of all Members, (i) to transfer any real estate of the Company, (ii) to confess a judgment against the Company, (iii) to make an assignment for the benefit of the Company's creditors, (iv) to do any act that would make it impossible to carry on the ordinary business of the Company, (v) to do any act in contravention of this Agreement, or (vi) to appoint officers and assistant officers (each, a "Major Decision"). Each Member shall devote such time to the business of the Company as is required to conduct its business in an efficient and profitable manner. However, each Member shall have the right to engage in other businesses, including ones that compete with the business of the Company. Except for Major Decisions (which require the unanimous consent of all Members), each Member is

entitled to vote on each matter voted on at a Members' meeting in proportion to the Percentage Interest of such Member, with each whole percentage point being entitled to one vote. Each signatory hereto and each Substituted Member shall be treated as a Member for all other purposes of this Agreement.

4.2 Annual Meeting. Commencing with the year 2026, the annual meeting of the Members of the Company shall be held on the third Monday in January of each year (and if such date is a legal holiday, on the next business day), or on any other date as may be agreed to by the Members, for the purpose of electing officers and assistant officers in accordance with provisions of Article V and transacting such other business as may properly come before the meeting.

4.3 Special Meeting. Special meetings of the Members may be called by the holders of at least twenty percent of all votes entitled to be cast on any issue proposed to be considered at the meeting. Special Meetings may be called by signing, dating and delivering to the Secretary one or more written demands for such a meeting describing the purpose or purposes for which the meeting is to be held.

4.4 Action Without Meeting. Action required or permitted to be taken by the Members at a Members' meeting may be taken without a meeting and without action by the Secretary if the action is taken by all the Members entitled to vote on the action. The action shall be evidenced by one or more written consents describing the action taken, signed by all the Members entitled to vote on the action and delivered to the Secretary of the Company for inclusion in the minutes or filing with the Company records. Any action taken by unanimous written consent shall be effective according to its terms when all consents are in possession of the Company. A Member may withdraw his consent only by delivering a written notice of withdrawal to the Company prior to the time that all consents are in the possession of the Company. Action taken under this Section is effective as of the date specified in the consent provided the consent states the date of execution by each Member. A consent signed under this Section has the effect of a unanimous vote of voting Members and may be described as such in any documents.

4.5 Conference Call Meetings. The Members may participate in a Members' meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting of the Members.

4.6 Notice of Meeting. The Company shall notify Members of the date, time and place of each annual and special Members' meeting. Such notice shall be given no less than ten nor more than sixty days before the meeting date except that notice of a Members' meeting to act on an amendment of the Articles of Organization, a plan of merger or share exchange, a proposed sale of all or substantially all of the assets of the Company, otherwise than in the usual and regular course of business, or the dissolution of the Company shall be given not less than twenty-five nor more than sixty days before the meeting date, which notice shall be accompanied by a copy of the proposed amendment, plan of merger, share exchange or dissolution or agreement pursuant to which the proposed sale will be effected. Unless the applicable law or the Articles of Organization require otherwise, the Company is required to give notice only to Members entitled to vote at the

meeting and notice of an annual meeting need not state the purpose or purposes for which the meeting is called. Notice of a special meeting, however, shall state the purpose or purposes for which the meeting is called.

4.7 Waiver of Notice. A Member may waive any notice required by law, the Articles of Organization or hereunder before or after the date and time of the meeting that is the subject of such notice. The waiver shall be in writing, be signed by the Member entitled to the notice and be delivered to the Secretary of the Company for inclusion in the minutes or filing with the Company records. A Member's attendance at a meeting (1) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and (2) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

4.8 Determination of Members of Record. The Secretary may fix in advance the record date in order to make a determination of Members entitled to notice of, or to vote at, any meeting of the Members or any adjournment thereof, to receive payment of any dividend or distribution, to demand a special meeting, to take action without a meeting or to make a determination of Members for any other proper purpose. A record date fixed under this Section may not be more than seventy days before the meeting or action requiring a determination of Members. If not otherwise fixed by the Secretary, the record date for determining Members entitled to (i) notice of and to vote at a Members' meeting is the close of business on the day before the effective date of the notice to Members, (ii) receive payment of any dividend or distribution, other than a distribution involving a repurchase or acquisition of members by the Company, is the date the Secretary authorizes the dividend or distribution, (iii) demand a special meeting is the date the first Member signs the demand and (iv) take action without a meeting is the date the first Member signs the consent.

4.9 Place of Meeting. Meetings of the Members shall be held at the principal office of the Company or at such other place, within or without the Commonwealth of Virginia as may be designated by the Secretary and set forth in the notice of the meeting.

4.10 Proxies. A Member may vote in person or by proxy. A Member may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or agent authorized to tabulate votes. An appointment is valid for eleven months unless a longer period is expressly provided in the appointment form. An appointment of a proxy is revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. An appointment made irrevocable by being coupled with an interest is revoked when such interest is extinguished. The death or incapacity of the Member appointing a proxy does not affect the right of the Company to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or agent authorized to tabulate votes before the proxy exercises his authority under the appointment.

4.11 Quorum and Voting Requirements for Voting Groups. Members entitled to vote as a separate voting group, in the case of multiple voting groups, may take action on a matter at a

meeting only if a quorum of those members exists with respect to that matter. Unless the Articles of Organization or the relevant law provides otherwise, a majority of the membership interests entitled to be cast on the matter by the voting group constitutes a quorum for action on that matter. Once a member is represented for any purpose at a meeting, that member's membership interest is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting. If a quorum exists, action on a matter is approved if the votes cast favoring the action exceed the votes cast opposing the action, unless the Articles of Organization, relevant law, or this Agreement requires a greater number of affirmative votes.

ARTICLE V OFFICERS

5.1 Officers. The Members shall appoint, by unanimous consent of the Members, at least three (3) officers and assistant officers (including a President, a Vice President and a Secretary) and fill any vacancy of any such officers and assistant officers at any regular or special meeting of the Members. The same individual may simultaneously hold more than one office. Each officer shall be appointed to hold office until the next succeeding regular meeting of the Members or for such longer or shorter terms as may be specified, and until his successor shall have been appointed or such earlier time as he shall resign, die or be removed. Each officer shall have the authority and perform the duties set forth herein or, to the extent consistent herewith, the duties prescribed by the Members. In no event shall the officers of the Company be selected other than by the unanimous consent of the Members. The initial officers of the Company shall be selected at the first annual meeting of the Members.

5.2 Officers' Authority. The officers shall have such authority as may be given at the time of their election, provided, however, the Company shall have a President and a Vice President who or which shall each have the authority to manage the business and affairs of the Company in accordance with this Agreement, and a Secretary who or which shall have the authority to perform ministerial acts in carrying out the material management and business decisions approved by the President and Vice President and, where required herein, the Members. By way of illustration of such ministerial acts, the Secretary may enter into and execute deeds, contracts, leases, subleases, or modifications thereof, in connection with the Company's business; may preside at meetings of the officers and/or Members; may call special meetings of the officers and/or Members for any purpose; may hire, appoint and discharge, subject to the approval of the President and Vice President and, where required herein, the Members, employees and agents of the Company; may give, or cause to be given, notices of all meetings of officers and/or Members, and all other notices required herein or by law; may record the proceedings of the meetings of the officers and/or Members in a book kept for that purpose; may authenticate records of the Company; may keep or cause to be kept full and accurate books of account; may render a financial statement showing all transactions and the financial condition of the Company as may be required by the President, the Vice President, or the Members; and may perform such other duties as may be assigned from time to time by the President or the Vice President. In all events, the Secretary's authority shall be limited to ministerial acts performed as an agent of the Members, within the meaning of Treasury Regulation §301.6404-

2(b)(2). Until a successor is duly elected at the first annual meeting of the Members, the Member listed first on the signature page hereto shall be the Secretary of the Company.

5.3 Resignation and Removal. An officer may resign at any time by delivering notice to the Company. A resignation is effective when the notice is delivered unless the notice specifies a future effective date. If a resignation is made effective at a future date and the Company accepts such future effective date, it may fill the pending vacancy before such date but the successor shall not take office until such date. The Members may remove, by unanimous consent of all Members, any officer at any time with or without cause and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

ARTICLE VI TRANSFER OF INTERESTS

6.1 Right of First Refusal. No Member may transfer all or part of his interest in the Company without first offering such interest in writing to the other Members at a price equal to the amount offered for such interest by a third party and on the same terms and conditions. If the other Members do not accept the offer within thirty days, the selling Member will be free for a period of sixty days thereafter to transfer such interest but only in strict compliance with the terms of the third party offer. A transfer of interest to any person on account of the death of a Member or by a Member to a Member's spouse or lineal descendants or to a trust for the benefit of a Member, his spouse or his lineal descendants shall not be subject to the transfer restriction of this Section. The transferor and not the transferee shall be treated as the Member for all purposes of this Agreement in the event of an attempted transfer not in compliance with this Section. In the event of a transfer in compliance with this Section, the transferee shall be entitled to receive the share of profits and distributions of the transferor Member but may not participate in the management or affairs of the Company or have any vote on any matter unless and until admitted as a Substituted Member.

6.2 Admission of Transferee. As conditions to admission as a Substituted Member, (a) the other Members shall unanimously consent to the substitution; (b) the transferee shall execute and acknowledge such instruments in form and substance as counsel to the Company deems necessary to effect such admission and to confirm the agreement of the person being admitted as a Substituted Member to be bound by all of the terms and provisions of this Agreement, as it may have been amended; and (c) the transferee shall pay all reasonable expenses in connection with his admission as a Substituted Member. A Substituted Member shall have all of the rights and privileges of the transferor and shall be substituted for the transferor in all respects, including receiving by transfer the Capital Account of the Transferor.

6.3 Pledge. A Member may assign his right to receive distributions hereunder, but not his entire interest, to secure a bona fide obligation, provided that a written security agreement evidencing such assignment is filed with the Company.

ARTICLE VII
RESIGNATION OF MEMBERS

No Member may voluntarily resign from the Company.

ARTICLE VIII
FINANCIAL RECORDS

8.1 Company Books. The Company shall maintain accurate books of the affairs of the Company at its principal office using such methods as may be approved from time to time by the Members. Each Member shall have the right to inspect and examine such books at reasonable times. The Company or the accountant regularly servicing the Company and appointed by the Members shall close and balance or review such books at the end of each fiscal year of the Company and shall have delivered to each Member, within ninety days after the expiration of each fiscal year of the Company, a copy of the balance sheet, and related statements of income and expense, and sources and uses of funds, together with a statement showing the income or loss and Capital Account of each Member, the distributions to each Member and all information necessary for a Member to prepare his federal and state tax returns.

8.2 Banking. The Company shall maintain a bank account in which all funds of the Company shall be deposited. This account may be co-mingled with other accounts, if appropriate accountings are made. The Company's funds shall be used solely for the business of the Company, and all withdrawals therefrom shall be made upon checks signed by one or more Members.

ARTICLE IX
DISSOLUTION AND TERMINATION

9.1 Dissolution. The Company shall be dissolved upon the earlier of the following: (i) the consent of at least two-thirds of the Members; (ii) the entry of a decree of judicial dissolution; (iii) the transfer of all of the property owned by the Company; (iv) the expiration of the stated term; or (v) the death, expulsion, bankruptcy, or dissolution of a Member or any other event that terminates the continued membership of a Member unless the business of the Company is continued by the unanimous consent of the remaining Members. Upon dissolution, absent the unanimous consent of the Members to continue the Company, the Members shall wind up the affairs of the Company, and distribute its assets or proceeds thereof. A reasonable time as determined by the Members, but not to exceed eighteen months, shall be allowed for the orderly liquidation and distribution of the assets of the Company.

9.2 Distributions. Upon liquidation and after the payment of all the debts and liabilities of the Company, the Company's remaining assets, whether in cash or in kind, shall be distributed to the Members in the ratio of their respective percentage interest.

ARTICLE X
GENERAL PROVISIONS

10.1 Additional Members. No person shall be added as a Member of the Company without the written consent of all Members.

10.2 Notices. All notices contemplated by this Agreement shall be in writing addressed to the parties at the addresses set forth opposite their signatures to this Agreement or at such other addresses of which the Company shall have been notified in writing by the Member, and to the Company at its principal office, by certified mail, return receipt requested.

10.3 Elections and Other Tax Matters. The Company intends to make an election under Section 168(h) of the Code in the time and manner specified in the Code and regulations in order to be treated as a corporation for tax purposes. The Member listed first on the signature page hereto shall be the "tax matters partner" within the meaning of Section 6231 of the Code until a successor is chosen by the Members.

10.3.1. Tax Matters Member. Norfolk Redevelopment and Housing Authority shall also be the Tax Matters Member and, as such, shall be solely responsible for representing the Company in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the Tax Matters Member shall keep the other Members reasonably informed of any Company dealings with any tax agency.

10.3.1.1. The Tax Matters Member shall have the right to resign by giving thirty (30) days written notice to each Member. Upon the resignation, death, legal incompetency, or bankruptcy of the person serving as the Tax Matters Member, a successor to serve in such capacity shall be designated by affirmative vote of the Members holding a majority of the membership interests.

10.3.1.2. The Tax Matters Member shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service, and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel shall be a Company expense and shall be paid by the Company. Such counsel shall be solely responsible for representing the Company; it shall be the responsibility of the Tax Matters Member and all other Members, at their own expense, to employ tax counsel to represent their respective separate interests.

10.3.1.3. The Tax Matters Member shall keep the Members informed of all administrative and judicial proceedings as required by IRC Code Section 6223(g) and shall furnish to each Member a copy of each notice or other communication received by the Tax Matters Member from the IRS, except such notice or communication sent directly to the Members by the IRS. All expenses incurred by the Tax Matters Member and serving in such capacity shall be Company expenses and shall be paid by the Company.

10.3.1.4. The Tax Matters Member shall not do any of the following unless such action has been approved by the affirmative vote of the Members holding a majority of the membership interests;

10.3.1.4.1. Enter into a settlement agreement with the IRS which purports to bind the Members, other than the Tax Matters Member;

10.3.1.4.2. File a petition as contemplated in IRC Code Sections 6226(a) or 6228;

10.3.1.4.3. Intervene in any action as contemplated in IRC Code Section 6226(b);

10.3.1.4.4. File any requests contemplated in IRC Code Section 6227(b); or

10.3.1.4.5. Enter into any agreement extending the period of limitations as provided in IRC Code Section 6229(b)(1)(B).

10.3.1.5. The relationship of the Tax Matters Member to the Members is that of a fiduciary, and the Tax Matters Member has a fiduciary obligation to perform the duties of Tax Matters Member in such manner as will serve the best interests of the Company and the Members.

10.3.1.6. The Company shall indemnify the Tax Matters Member (including the Officers and Directors of a Corporate Tax Matters Member) against judgments, fines, amounts paid in settlement, and expenses (including attorney's fees) reasonably incurred in a civil, or investigative proceeding in which it is involved or threatened to be involved by reason of being the Tax Matters Member, provided that the Tax Matters Member acted in good faith, within what is reasonably believed to be the scope of his authority and for a purpose which it reasonably believed to be in the best interests of the Company or the Members. The Tax Matters Member shall not be indemnified under this provision against any liability to the Company or the Members to which it otherwise would be subject by reason of willful misfeasance, bad faith, gross negligence, or reckless disregard of the duties involved in the conduct of its office. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Members, or otherwise.

10.4 Governing Law. All questions regarding the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the Commonwealth of Virginia without regard to the conflict of laws provisions thereof.

10.5 Binding Effect. This Agreement shall be binding upon and, provided the conditions of Section 6.2 hereof have been satisfied, shall inure to the benefit of all of the Members and their respective successors in interest, personal representatives, estates, distributees, legatees, and

permitted assigns.

10.6 Interpretation. When the context in which words are used in this Agreement so indicates, words in the singular number shall include the plural, and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa. The term "person" and pronouns shall include an individual, corporation, partnership, limited liability company or other entity. Reference to a statute shall also be deemed to refer to successor provisions thereof.

10.7 Validity. If a provision of this Agreement is declared invalid, such invalidity shall not invalidate the remainder of this Agreement.

10.8 Entire Agreement; Amendments. This Agreement contains the entire understanding among the Members and supersedes all prior written and oral agreements among them regarding the subject matter of this Agreement. No representation, agreement, arrangement or understanding, oral or written, exists among the Members relating to the subject matter of this Agreement that is not fully expressed herein. All amendments to this Agreement must be made in writing and approved by at least a majority of the votes entitled to be cast by the Members. If the Agreement is amended in accordance with this Section, each of the Members shall sign all documents that may be necessary or desirable, in the discretion of the Secretary, including, without limitation, an amended Operating Agreement and amended Articles of Organization.

10.9 Agreement in Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

10.10 Captions. Any section or paragraph title or caption contained in this Agreement is for convenience of reference only, and shall not be deemed a part of or construed to affect the meaning of this Agreement.

10.11 Registered Office and Agent. The Company shall at all times have a registered office and a registered agent. The Registered Agent shall give notice, when necessary, to each Member.

[Remainder of Page Intentionally Left Blank. Signatures on Next Page]

IN WITNESS WHEREOF, the Members have signed this Agreement as of the ____ day
of _____, 2025.

<u>Names & Signatures</u>	<u>EIN & Address</u>	<u>Percentage Interests</u>
Norfolk Redevelopment and Housing Authority By: _____ Name: Nathan F. Simms, Jr. Title: Executive Director	EIN: 54-6001466 555 E. Main Street Norfolk, VA 23510	79%
TCG Development Services, L.L.C. By: The Communities Group, Inc., Its Managing Member By: _____ Name: Jaime Bordenave Title: President	EIN: 52-2143055 1002 Bayside Drive Stevensville, MD 21666	21%



Project Name: Sykes Midrise

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
Year:		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	TOTAL	
RENTAL INCOME																			
Gross Potential Rental Income - Tax Credit Units		102%	1,307,449	1,828,646	2,019,795	1,744,855	1,779,752	1,815,347	1,851,654	1,888,687	1,926,461	1,964,990	2,004,290	2,044,376	2,085,263	2,126,969	2,169,508	2,212,898	30,770,941
Gross Potential Rental Income - Non-Tax Credit Units		102%	0	0	0	20,770	21,185	21,609	22,041	22,482	22,932	23,390	23,858	24,335	24,822	25,318	25,825	26,341	304,910
Gross Potential Rental Income - Other (Specify)								0										0	
Total Gross Potential Rental Income			1,307,449	1,828,646	2,019,795	1,765,625	1,800,938	1,836,956	1,873,696	1,911,169	1,949,393	1,988,381	2,028,148	2,068,711	2,110,085	2,152,287	2,195,333	2,239,240	31,075,851
Other Income - Residential		102%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Vacancy (Year 1/Years 2-16)	Incl Line 10 Income? Y	5%	65,372	91,432	100,990	88,281	90,047	91,848	93,685	95,558	97,470	99,419	101,407	103,436	105,504	107,614	109,767	111,962	1,553,792
Gross Potential Rental Income - Commercial		102%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Vacancy (Year 1/Years 2-16)	0%	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Effective Gross Income			1,242,077	1,737,214	1,918,805	1,677,344	1,710,891	1,745,108	1,780,011	1,815,611	1,851,923	1,888,962	1,926,741	1,965,275	2,004,581	2,044,673	2,085,566	2,127,278	29,522,059
EXPENDITURES																			
Inflator																			
Professional Fees		103%	2,000	12,360	12,731	13,113	13,506	13,911	14,328	14,758	15,201	15,657	16,127	16,611	17,109	17,622	18,151	18,696	231,881
Administrative Expenses		103%	38,152	235,779	242,852	250,138	257,642	265,371	273,332	281,532	289,978	298,677	307,637	316,866	326,372	336,163	346,248	356,635	4,423,374
Total Utilities		103%	31,410	194,112	199,935	205,933	212,111	218,474	225,028	231,779	238,732	245,894	253,271	260,869	268,695	276,756	285,059	293,611	3,641,669
Total Repairs and Maintenance		103%	29,358	181,432	186,875	192,481	198,255	204,203	210,329	216,639	223,138	229,832	236,727	243,829	251,144	258,678	266,438	274,431	3,403,789
Total Real Estate Taxes		103%	1,363	8,425	8,678	8,938	9,206	9,482	9,766	10,059	10,361	10,672	10,992	11,322	11,662	12,012	12,372	12,743	158,053
Total Other Taxes and Insurance		103%	13,692	84,617	87,156	89,771	92,464	95,238	98,095	101,038	104,069	107,191	110,407	113,719	117,131	120,645	124,264	127,992	1,587,489
Total Property Management Fee	Incl Line 10 Income? Y	103%	62,104	86,861	95,940	83,867	85,545	87,255	89,001	90,781	92,596	94,448	96,337	98,264	100,229	102,234	104,278	106,364	1,476,103
Other Miscellaneous Operating Expenses		103%	8,076	49,911	51,408	52,950	54,539	56,175	57,860	59,596	61,384	63,226	65,123	67,077	69,089	71,162	73,297	75,496	936,369
Other:		103%																	0
Total Expenditures			186,155	853,497	885,575	897,191	923,268	950,109	977,739	1,006,182	1,035,459	1,065,597	1,096,621	1,128,557	1,161,431	1,195,272	1,230,107	1,265,968	15,858,727
NET OPERATING INCOME			1,055,922	883,717	1,033,229	780,153	787,623	794,999	802,272	809,430	816,464	823,365	830,120	836,718	843,150	849,402	855,459	861,310	13,663,332
Scheduled Additions to Replacement Reserve		103%	0	0	8,912	27,537	28,363	29,214	30,090	30,993	31,923	32,880	33,867	34,883	35,929	37,007	38,117	39,261	438,974
Scheduled Additions to Operating Reserve		100%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Reserve		100%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Reserve		100%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Period Income																			0
NOI Adjusted For Reserves			1,055,922	883,717	1,024,318	752,616	759,260	765,785	772,182	778,437	784,541	790,484	796,254	801,836	807,221	812,394	817,341	822,049	13,224,358
DEBT SERVICE AND CASH FLOW FEES																			
Loan 1 - Perm Loan			0	0	609,536	609,536	609,536	609,536	609,536	609,536	609,536	609,536	609,536	609,536	609,536	609,536	609,536	609,536	8,533,509
Debt Service Coverage Ratio					1.68	1.23	1.25	1.26	1.27	1.28	1.29	1.30	1.31	1.32	1.32	1.33	1.34	1.35	
Asset Management Fee			1,250	7,725	0	8,195	8,441	8,695	8,955	9,224	9,501	9,786	10,079	10,382	10,693	11,014	11,344	11,685	136,970
Loan 8 - NRHA - DDF			0	0	0	134,884	141,283	147,554	153,690	159,677	165,504	171,162	176,638	181,918	186,992	191,844	196,461	200,828	2,208,434
Debt Service Coverage Ratio					1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
Loan 2 - NRHA Capital Funds			1,054,672	875,992	414,781	0	0	0	0	0	0	0	0	0	0	0	0	0	2,345,445
Debt Service Coverage Ratio			1.00	1.00	1.00														
Net Cash Flow			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GP Fees as % Effective Gross Income (Economic Interest Test <50%)			5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

A certificate of limited partnership was filed with the Commission on behalf of Sykes Apartments, L.P., a limited partnership formed under the law of VIRGINIA, effective as of December 2, 2024.

As of the date set forth below, a certificate of cancellation canceling the existence of Sykes Apartments, L.P., a Virginia limited partnership, has not been filed in the Office of the Clerk of the Commission.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

April 16, 2025

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, December 2, 2024

This is to certify that the certificate of limited partnership of

Sykes Apartments, L.P.

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

Effective date: December 2, 2024



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in cursive script, likely belonging to Bernard J. Sty.

Clerk of the Commission

Limited Partnership - Certificate of Limited Partnership

Entity Information

Entity Name: Sykes Apartments, L.P. Entity Type: Limited Partnership
LLP Status: No

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

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

RA Qualification: Member of the Virginia State Bar

Name: Delphine G Carnes Email Address: N/A

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

Registered Office Address: 101 W Main St Ste 440,
NORFOLK, VA, 23510 - 1630, USA Contact Number: N/A

Principal Office Address

Address: 555 E Main St, Norfolk, VA, 23510 - 2200, USA

Principal Information

Title	Name	Address
General Partner	Sykes Apartments GP, L.L.C.	555 E. Main Street, Norfolk, VA, 23510, USA

Signature Information

Date Signed: 12/02/2024

Printed Name	Signature	Title
Delphine G. Carnes	Delphine G. Carnes	Registered Agent



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

December 2, 2024

Lynn I Morgan
101 W. Main Street
Norfolk, VA, 23510

RECEIPT

RE: Sykes Apartments, L.P.
ID: 11775262
WORK ORDER NO: 202412025636066

Dear Customer:

This is your receipt for \$6.00 to cover the fee for requesting copies with this office.

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

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all business entity documents on file in the Clerk's Office of the Commission relating to Sykes Apartments, L.P..

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

December 2, 2024

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

Bernard J. Logan, Clerk of the Commission

Tab C:

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



LETTER OF INTEREST

April 29, 2025

Cori Hines
Norfolk Redevelopment and Housing Authority
555 E. Main Street, Room 1603
PO Box 968 | Norfolk, VA 23510

**RE: Sykes Midrise
Norfolk, VA**

Dear Mr. Hines:

Berkadia Affordable Tax Credit Solutions ("Berkadia") is pleased to provide you with this Letter of Interest for Sykes Midrise (the "Project"), a low-income housing development located in Norfolk, VA. We are providing this letter in connection with an application for tax credits, to evidence our interest in making an equity investment in the Project as the tax credit investor.

We understand that you are submitting an application for an allocation of 4% low income housing tax credits, which will be based on the information and terms set forth on Exhibit A, attached hereto.

The provisions of this Letter of Interest are non-binding and not intended to create or constitute any liability of legally binding obligation between the parties and is given for the sole purpose of inclusion with your tax credit application. Once you receive your allocation, we will endeavor to obtain placement of this deal into one of our funds subject to completion of our standard due diligence process, approval by the Berkadia Investment Committee and certain other conditions and requirements to be determined at a later date.

Thank you for giving us the opportunity to review your LIHTC community. Please let us know if we can provide you with any additional information you may need to make your application successful.

Sincerely,

A handwritten signature in black ink, appearing to read "James Grande".

James Grande
Associate Director - Acquisitions
Berkadia Affordable Tax Credit Solutions

EXHIBIT A:

The preliminary terms and conditions set forth herein are based on information and assumptions provided by you for review by Berkadia:

I. DEAL INFORMATION:

- a. Type of Construction: Rehab
- b. Number of Units: 84 units
- c. Number of Buildings: 1 building
- d. Tenancy Type: Senior
- e. Annual Allocation for Tax Credits: \$1,362,867 per annum.
- f. Total Tax Credit Allocation: \$13,628,670
- g. Limited Partner Total Credits: \$13,627,310
- h. Price Per Credit: \$0.880 per \$1.00 of federal tax credit.
- i. Total Equity: \$11,992,033

II. TIMING AND TAX CREDIT INFORMATION

- a. Estimated Closing Date: November 2025
- b. Construction Completion Date: August 2027
- c. 100% Qualified Occupancy Date: September 2027
- d. Stabilized Operations Date: January 2028
- e. Applicable Percentage: 98.81%
- f. Applicable Tax Credit Rate: 4%
- g. Use of Bonus Depreciation: Yes

III. CAPITAL CONTRIBUTIONS

- a. \$0.880 per dollar of the Limited Partner Total Credits.
- b. Installment Payments:
 - i. \$2,398,407 (20%) at Closing.
 - ii. \$5,996,017 (50%) at later of September 1, 2027, Construction Completion, or receipt of the Final Cost Cert.
 - iii. \$2,998,008 (25%) at later of January 1, 2028, 95% Physical Occupancy, Funding of Permanent Loans, 100% Qualified Occupancy, or 100% Credit Qualification, achievement of a Debt Service Coverage Ratio of 1.15x for three (3) consecutive months.
 - iv. \$599,602 (5%) at later of April 1, 2028, or receipt of Form 8609 ("Final Capital Contribution").

IV. RESERVES/GUARANTEES

- a. Replacement Reserve: \$300 per unit per year, which amount is subject to final underwriting and lender/funder requirements.
- b. Operating Reserve: \$729,000 to be funded into the operating reserve account (the "Operating Reserve Account"), which amount is subject to final underwriting.
- c. Completion Guaranty: Unlimited through Stabilization
- d. Operating Deficit Guaranty: Capped at 6 months of OEDSR for 5 years following Stabilization.
- e. Tax Credit Guaranty: Unlimited through the compliance period.
- f. Other: If applicable - Repurchase, Environmental, Section 8, as further described in the Partnership Agreement.

V. DEVELOPER FEE

- a. Estimated Development Fee: \$2,823,306
- b. Cash Developer Fee: \$929,334
- c. Deferred Developer Fee: \$1,893,972

Tab D:

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

Development Name: Sykes Mid Rise Apartments

Name of Applicant: Sykes Apartments, L.P.

Principals' Name: Nathan F. Simms, Jr.

#	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.	Grandy Village IV	Norfolk, VA	NRHA Grandy Village Limited Partnership	757-533-4683 (N	Y	275	271	2010	2010	N
2.	Partrea / Cottage Bridge	Norfolk, VA	NRHA Partrea Limited Partnership	757-533-4683 (N	Y	47	47	2015	2015	N
3.	Grandy Village VI	Norfolk, VA	NRHA Grandy Village VI, L.P.	757-533-4683 (N	Y	70	70	2019	2019	N
4.	Diggs Town Phase I	Norfolk, VA	NRHA Diggs Town Phase I, L.P.	757-533-4683 (N	Y	222	222	2021	2021	N
5.										
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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.

Tab E:

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

LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT ("Option"), made this 23 day of April, 2025, between **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia, hereinafter called "Lessor," and **SYKES APARTMENTS, L.P.**, a Virginia limited partnership, 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 Lessor is willing to grant the option for the price and on the terms hereafter set forth; and

WHEREAS, Lessor and Lessee enter into this Option to provide the Lessee with the right to ground lease the Property.

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 December 31, 2026 (the "Option Period"). In the event the Lessee shall not have exercised the Option by December 31, 2026, this Option shall on that date then terminate.

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 at least fifty (50) 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 \$1.00 as the price of this Option. Upon execution of a Ground Lease, the \$1.00 option money will be credited against the Lessee's earnest money obligation at the time of contract signing. 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.** Anything herein to the contrary notwithstanding, 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. 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. **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 commercial or industrial purposes but shall be used for residential 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 will 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 unforeseen cause wholly beyond control, within thirty (30) days after settlement there shall be begun, and within twenty-four (24) months after settlement 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 Lessor.

- g. Coal shall not be used for heating or developing fuel or for any other operation on the Property.
- h. The land area not occupied by structures, hard-surfacing or vehicular driveways, shall be kept planted with grass, trees and plants or shrubbery and maintained in a healthy condition and neat appearance. Upon default in such planting or in its maintenance, Lessee, and its successors and assigns, agrees that the necessary planting and work 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 accessways 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. No utility line or connection to any utility line at or above ground level shall be permitted.
- 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.
- n. All exterior walls shall be constructed of permanent materials impervious to deterioration in appearance, such as stone, exposed aggregates, brick or glass. All roof structures and appurtenances in excess of six (6) inches in diameter and twelve (12) inches in height shall be shielded or screened from observation from the same elevation. Such shielding or screening shall be with materials

compatible and in harmony with the roof and/or side walls.

- o. 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.
- 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.

6. **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, 16th Floor
Norfolk, Virginia 23510
Attn: Executive Director

If to Lessee:

Sykes Apartments, L.P.
c/o Sykes Apartments GP, L.L.C.
555 E, Main Street, 16th Floor
Norfolk, Virginia 23510
Attn: Nathan F. Simms, Jr.

7. **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.

8. **Assignment of Lease:** Lessor agrees to assign its interest in that certain lease dated July 12, 2022 between Lessor as landlord and the City of Norfolk as tenant.

8. **Recordation of Option:** This Option may be recorded by the Lessor or the Lessee in the land records of the City of Norfolk.

9. **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

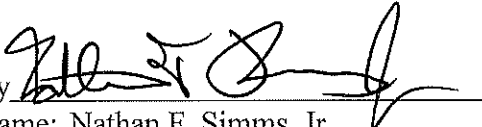
Commonwealth of Virginia.

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

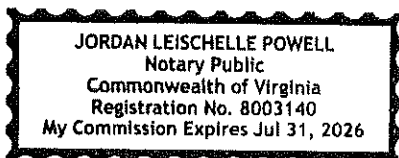
By 
Name: Nathan F. Simms, Jr.
Title: Executive Director

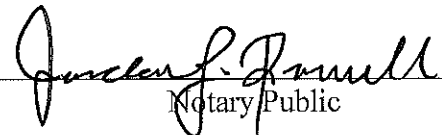
COMMONWEALTH OF VIRGINIA

CITY OF NORFOLK, to-wit:

I, JORDAN L. POWELL, a Notary Public in and for the City aforesaid, in
the State 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 23
day of APRIL, 2025, has acknowledged the same before me in my City and State.

Given under my hand this 23 day of APRIL, 2025.



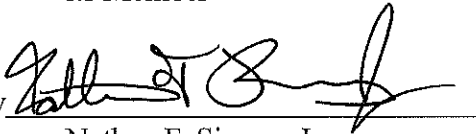

Notary Public

LESSEE:

SYKES APARTMENTS, L.P.
a Virginia limited partnership

By: Sykes Apartments GP, L.L.C.,
a Virginia limited liability company
its General Partner

By: Norfolk Redevelopment and Housing
Authority, a political subdivision of the
Commonwealth of Virginia,
its Member

By: 

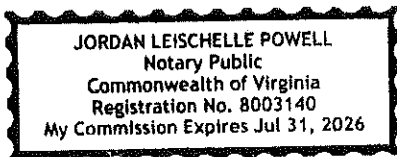
Name: Nathan F. Simms, Jr.

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 State 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, which is a member of Sykes Apartments GP, L.L.C., the General Partner of
Sykes Apartments, L.P., whose name is signed as such to the foregoing writing bearing date of the
23 day of APRIL, 2025, has acknowledged the same before me in my City and State.

Given under my hand this 23 day of April, 2025.



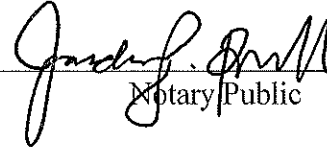
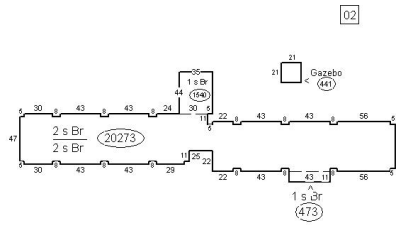

Notary Public

EXHIBIT A

Legal Description

ALL THAT certain lot or parcel of land known as Sykes Apartments, located in the City of Norfolk, Virginia at 555 E. Liberty Street, containing 100,572 square feet of land, more or less, being bounded on the northeast by Liberty Street, the southeast by Culpepper Street, the southwest by Fluvanna Street and on the northwest by Rockingham Street.

LESS AND EXCEPT, any portion of the above-described property that has been dedicated to the City of Norfolk for street purposes or for any public municipal purposes and/or as open space for recreation.



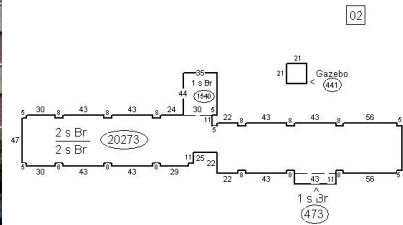
REAL ESTATE

PROPERTY DETAIL

Account Number	71645000	GPIN	1436283880
Parent Account	-	Neighborhood	160290
Owner Name	Nrha	Property Address	555 E LIBERTY STREET
Property Use	NRHA Residential	Building(s)	C01
Plate	0657	House Plate Number	108
Mailing Address	Po Box 968 Norfolk VA 23501-0968	Legal Description	Parcel 6
Parcel Approximate Area (Sq Ft)	100,572 sqft	Parcel Approximate Acreage	2.3088 acres

555 E LIBERTY STREET**\$7,017,100**

Building Type	-		
Number of Stories	-		
Year Built	1980	Construction Quality	Average
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	Fire Resistant
Basement Finished Area	0 sqft		
Attached Garage Area	-	Detached Garage Area	-

**ADDITIONAL PROPERTY INFORMATION**

Bathroom	No	Boat Dock	No	Boat House	No
Boat Lift	No	Boat Piling	No	Boat Slip	No
Bulkhead	No	Carport	No	Enclosed Porch	No
Gazebo	Yes	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

555 E LIBERTY STREET**\$7,017,100**

OWNER	TRANSFER DATE	SALE PRICE	TYPE	DEED REFERENCE
N R & H A	11/11/1911	\$0		

ASSESSMENT HISTORY

EFFECTIVE DATE	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
07/01/2024	\$271,500	\$6,745,600	\$7,017,100
07/01/2023	\$271,500	\$6,616,500	\$6,888,000
07/01/2022	\$271,500	\$6,487,400	\$6,758,900
07/01/2021	\$271,500	\$6,142,900	\$6,414,400
07/01/2020	\$271,500	\$6,099,700	\$6,371,200

ECONOMIC DEVELOPMENT**ECONOMIC DEVELOPMENT AREAS**

Downtown Arts and Cultural District	=
Enterprise Zone	=
HUB Zone Name	BERKLEY
Opportunity Zone Name	BERKLEY
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 FRIDAY	Trash Pick Up Day	Tuesday
Trash Route Section	150	Trash Route Number	152
Recycle Day	Tuesday / Week One - Next Date: November 12, 2024		
Nearest Recreation Facility	Southside Senior Center		
Recreation Facility Address	925 S. Main Street	Recreation Phone Number	757-664-6484
Nearest Park	Berkley Park		
Park Address	706 Walker Avenue		
Nearest Library	HORACE C DOWNING LIBRARY		
Stormwater Shed	08	Stormwater Basin	F17587,F183638

SCHOOLS

Tax Account: 71645000

Total Value

555 E LIBERTY STREET

\$7,017,100

Blair Elementary School

Address: 903 S Main Street
Phone: (757) 494-3884

School Website

Middle School

Blair Middle School

Address: 730 Spotswood Avenue
Phone: (757) 628-2400

School Website

High School

Maury High School

Address: 322 Shirley Avenue
Phone: (757) 628-3344

School Website

PLANNING

HUB Zone	BERKLEY	Enterprise Zone	NA
Neighborhood Service Area	1		
Census Tract Number	50		
Census Block Number	2037		
Planning District Name	PD 90 - BERKLEY	Planning District Number	90
GEM Property	No		

555 E LIBERTY STREET**\$7,017,100**

Zone(s)	Flood Zone 2		
Overlay District(s)*			
Conditional Use Permit(s)			
Conditional Zone(s)			
CBPA Resource Protection Area	No		
CBPA Intensely Developed Area	No		
Historic District Name	NA	Historic District Type	NA
Character District	Traditional		
Historic Data			

*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

555 E LIBERTY STREET**\$7,017,100**

Evacuation Zone	B
Flood Insurance Rate Map Panel/Suffix	5101040058H , 5101040059H
Flood Quad	36076-G3
Overlay District(s)*	-

*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	-		
Approximate Distance to Nearest Fire Hydrant (Ft)	135 ft	Fire & Rescue First Responder	STATION 08
Fire Demand Zone	549		
Concurrent Police Jurisdiction	-	Police Precinct	1
Police Car District	126	Sector Name	1st Red
Airport Average Sound Level (dB)	0	Airport Accident Potential Zone	-
Evacuation Zone	B		

CIVIC

Polling

Precinct Number/Name: 402/Berkley**Polling Location:** Berkley Recreation Center**Polling Address:** 121 W Liberty Street

Ward/Superward

Ward / Representative: 4 / John E. "JP" Paige**Website:** [Go to Website](#)**Superward/Representative:** 7 / Danica Royster**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: Beacon Light Berkley**President:** Christie Banks**Email:** ladolce74@gmail.com**Meeting Location:** Berkley Service Center**Meeting Time / Frequency:** 6:30 pm / 3rd Monday, monthly**Website:** [Go to Website](#)

School Board

Super Ward School Board Member: Rodney A. Jordan**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

555 E LIBERTY STREET**\$7,017,100**[NorfolkOpenData](#)

Permit Number	M18-00616	Status	Finaled
Permit Use Class	Commercial	Permit Type	Mechanical
Permit Work Type	Replacement		
Total Fee	\$0.0	Project Cost	\$37794.0
Inspection Type	MECH - Final	Permit Finaled Date	04-17-2018
Occupancy Required			

Permit Number	B16-01008	Status	Finaled
Permit Use Class	Commercial	Permit Type	Building
Permit Work Type	Addition - Increase Square Footage/Interior Expansion		
Total Fee	\$0.0	Project Cost	\$411187.97
Inspection Type	BLD - Footing	Permit Finaled Date	01-17-2018
Occupancy Required	No		

Permit Number	E16-01303	Status	Finaled
Permit Use Class	Commercial	Permit Type	Electrical
Permit Work Type	New		
Total Fee	\$0.0	Project Cost	\$107000.0
Inspection Type	EL - Wall	Permit Finaled Date	12-27-2017
Occupancy Required			

Permit Number	P16-00993	Status	Finaled
Permit Use Class	Commercial	Permit Type	Plumbing
Permit Work Type	New		
Total Fee	\$97.82	Project Cost	\$25000.0
Inspection Type	PL - Final	Permit Finaled Date	12-21-2017
Occupancy Required			

Permit Number	M17-02286	Status	Finaled
Permit Use Class	Commercial	Permit Type	Mechanical
Permit Work Type	Replacement		
Total Fee	\$0.0	Project Cost	\$15000.0
Inspection Type	MECH - Duct Joint Visual	Permit Finaled Date	12-07-2017
Occupancy Required			

Permit Number	F17-00055	Status	Finaled
Permit Use Class	Commercial	Permit Type	Fire Protection

Tax Account: 71645000

555 E LIBERTY STREET

Total Value

\$7,017,100

Total Fee	\$131.0	Project Cost	\$10000.0
Inspection Type	Fire Protection - Visual Inspection	Permit Finaled Date	11-28-2017
Occupancy Required			

CODE ENFORCEMENT CASES

No code enforcements to display.

SPECIAL PROGRAMS

No special programs to display.

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*****

	Michael Merck	4/16/25
RESNET Rater Signature	Printed Name	Date
Quality Training Precision Inspections	David Horton	
RESNET Provider Agency	Provider Contact Name	
	hortonbrothers@gmail.com	859-750-3851
Contact Signature	Email	Phone

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

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

General Instructions:

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

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

taxcreditapps@virginiahousing.com

Zoning Certification

DATE: March 18, 2025

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

RE: ZONING CERTIFICATION

Name of Development: Sykes Mid-Rise Apartments
Name of Owner/Applicant: Norfolk Redevelopment & Housing Authority (NRHA)
Name of Seller/Current Owner: Norfolk Redevelopment & Housing Authority (NRHA)

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:
555 E Liberty Street, Norfolk, VA

Leal Description:

ALL THAT certain lot or parcel of land known as Sykes Apartments, located in the City of Norfolk, Virginia at 555 E. Liberty Street, containing 100,572 square feet of land, more or less, being bounded on the northeast by Liberty Street, the southeast by Culpepper Street, the southwest by Fluvanna Street and on the northwest by Rockingham Street.□

Proposed Improvements:

Construction

New Construction:	# Units		# Buildings		Total Floor Area	
Adaptive Reuse	# Units		# Buildings		Total Floor Area	
Rehabilitation:	# Units	84	# Buildings	1	Total Floor Area	73,896 sq. ft.

Zoning Certification, cont'd

Current Zoning: PDMU-2 (Planned Development Mixed Use) allowing a density of _____ units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

The property is zoned PDMU-2 (Planned Development Mixed-Use), which falls under legacy planned development districts. Development and use standards for this district are determined by the Zoning Administrator in accordance with the adopted Council ordinance.

LOCAL CERTIFICATION:

Check one of the following a appropriate:

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

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



Signature

Jeremy Sharp

Printed Name

Zoning Administrator

Title of Local Official or Civil Engineer

(757) 439-4833

Phone

3/18/25

Date

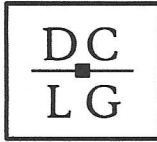
NOTES TO LOCALITY:

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.

Tab H:

Attorney's Opinion (MANDATORY)



Delphine Carnes Law Group, PLC
Affordable Housing ■ Project Finance

April 29, 2025

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

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

Name of Development: Sykes Mid Rise Apartments
Name of Owner: Sykes Apartments, L.P.

Gentlemen:

The undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated April 29, 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 Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. 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.
6. 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 §42(d)(2)(B) are not correct.

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

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

This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding

U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.

DELPHINE CARNES LAW GROUP, PLC

By:

D. Carver

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 - No Non-Profit Involved
and Not applying for Nonprofit Pool

(See Tab V - Right of First Refusal for Housing Authority ROFR)

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)



MARCH 2025

Sykes Apartment Building Resident Relocation Plan

Developed on behalf of the Norfolk Redevelopment & Housing Authority



Sykes Apartment Building Relocation Plan

NRHA is undertaking the conversion of Sykes Apartment Building from public housing to project-based Section 8 housing through the Rental Assistance Demonstration (RAD) program. The RAD conversion allows NRHA to leverage Low-Income Housing Tax Credits (LIHTC) to finance major renovations and modernization of the community. To facilitate these upgrades, residents will be required to relocate temporarily. This document outlines the policies and actions NRHA will implement to ensure a fair, transparent, and well-coordinated relocation process for all affected residents.

Ownership

Property Owner:

NRHA Sykes Apartments, L.P.
555 Main Street, Norfolk, Virginia 23510

Management Company:

Norfolk Redevelopment and Housing Authority
555 Main Street, Norfolk, Virginia 23510

Contacts

Management Company Contacts:

- **Nathan Simms**, Executive Director (757) 533-4683
- **Michael Clark**, Deputy Executive Director for Programs (757) 533-4697
- **Brenda Fleming**, Property Management Director (757) 314-2064
- **Pamela Jones Watford**, Chief of Rental Assistance Programs (757) 624-8629
- **Jami Fleetwood**, Occupancy Director (757) 314-4266
- **Cori Hines**, Housing Development Project Manager (757) 315-2088
- **Sylvia Hettiarachchi**, Sykes Apartment Property Manager (757) 314-1521

Relocation Consultant Contact:

J&G Workforce Development Services, LLC

Grace Washington, President and CEO, 804-615-1224

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1.1 Project Overview

The Norfolk Redevelopment and Housing Authority is managing the redevelopment of the Sykes Apartment Building, an 84-unit mid-rise at 555 E Liberty in Norfolk, VA, dedicated to serving seniors and disabled residents. This project includes a RAD (Rental Assistance Demonstration) conversion to Project-Based Vouchers and comprehensive renovations funded by Low-Income Housing Tax Credits. Built in 1980, it is NRHA's vision is to transform the Sykes Apartment Building into a vibrant, high-quality community where seniors and disabled residents can thrive in comfort and security. We aim to create modern, barrier-free spaces that support independence and dignity, enabling residents to age in place with ease and an enhanced quality of life.

1.2 Purpose of the Relocation Plan

To ensure a smooth and equitable transition for all residents during the renovation process, we have developed a comprehensive relocation plan that prioritizes their needs and well-being. This plan outlines the procedures for fair, uniform, and consistent treatment of residents required to relocate due to renovation, redevelopment, or new construction. It establishes administrative requirements for managing the relocation process, including standards for securing replacement housing and other key relocation provisions.

Purpose and Compliance

The objective of this Relocation Plan ("Plan") is to define the relocation and non-displacement policy for the Sykes Apartment Building. The plan adheres to the Uniform Relocation Act (URA) and Virginia Housing Development Authority (VHDA) standards, while also complying with applicable federal, state, and local laws.

NRHA's Commitment to Residents

As NRHA moves forward with the planned renovations of the Sykes Apartment Building, minimizing disruption for existing residents remains a priority. Relocating residents, even temporarily, can be disruptive, but NRHA is committed to ensuring that **no resident will become homeless because of this process and every resident has the reserved "Right to Return" to the Syke Apartment Building Community**. To achieve this, NRHA will implement a structured relocation process based on five key principles:

- **Transparent and Proactive Communication**
 - NRHA will maintain open, clear, and consistent communication with residents about the relocation timeline and process.

- Residents will receive timely updates and opportunities for engagement to ensure they remain informed and involved.
- **Individualized Relocation Plans**
 - Each household will be engaged early in the process to determine the best short- and long-term housing solutions that meet their specific needs.
- **Comprehensive Support for Eligible Residents**
 - NRHA will cover 100% of the moving costs for all displaced households.
 - Hands-on assistance will be provided throughout the relocation process, including guidance on temporary housing, moving logistics, and access to resources for addressing individual concerns or special needs.
- **Timely and Efficient Construction**
 - Renovations are scheduled to begin in Fall/Winter 2025 and will take place over 16 months in four main phases, each covering different floors and areas of the building.
- **Resident Health and Safety**
 - A dedicated relocation team, including a Relocation Coordinator, general contractors, NRHA representatives, and property management staff, will oversee the process.
 - The team will work collaboratively to manage relocations while prioritizing the well-being and safety of all residents.

By implementing these measures, NRHA aims to transform relocation from a potentially destabilizing process into one that supports residents in smoothly transitioning to temporary housing and returning to a newly renovated home at Sykes Apartment Building.

Key Considerations for Relocation Planning

To ensure a successful relocation process, NRHA will also consider the following factors:

- **Minimizing Displacement** – Reducing disruptions to residents' lives by providing clear plans and adequate support.
- **Right to Return** – Ensuring that residents have the opportunity to return to the renovated Sykes Apartment Building.

- **Budgetary Planning** – Allocating sufficient funding to effectively implement the relocation process.
- **Project Coordination** – Organizing staffing, logistics, and internal coordination to facilitate smooth and efficient resident moves.
- **Resource Allocation** – Identifying necessary staffing, training, and capacity-building efforts to support residents during the transition.
- **Regulatory Compliance** – Adhering to HUD, Fair Housing Act, and other regulatory requirements, including reasonable accommodations for residents with disabilities.

This comprehensive approach ensures that the relocation process is well-planned, resident-focused, and executed with minimal disruption, ultimately enhancing the living experience for all returning residents.

1.3 Regulatory Compliance & Governing Standards

The requirements of the Uniform Relocation Act (URA) and Virginia Housing Development Authority (VHDA) standards are applicable to this project. Additionally, Housing and Urban Development (HUD) relocation requirements will apply to specific components of the RAD (Rental Assistance Demonstration) conversion and LIHTC (Low-Income Housing Tax Credit) redevelopment activities. Should there be any adjustments in funding sources, updates to this plan may be necessary to ensure continued compliance with relevant funding guidelines.

Recognizing that substantial rehabilitation of occupied properties under RAD and LIHTC regulations may involve temporary or permanent relocation of residents, the project will follow URA guidelines. Under RAD any displacement or relocation will be managed in a manner that ensures residents are provided with stable housing options, either through Project-Based Vouchers or comparable assistance, as applicable. A comprehensive relocation plan will ensure that all residents receive consistent, fair, and equitable treatment throughout the process, maintaining strict adherence to regulatory requirements while supporting the principles of fair and affordable housing practices.

2.0 Property & Construction Details

Sykes Apartment Building is a mid-rise residential property originally constructed in 1980, located at 555 E Liberty Street, Norfolk, VA 23523. The building consists of 84 apartment units, including 77 one-bedroom units and seven (7) two-bedroom units.

The Norfolk Redevelopment and Housing Authority (NRHA) is undertaking a comprehensive renovation of the property to modernize living spaces, enhance accessibility, and improve overall resident well-being. A key objective of this renovation is to create homes and communal spaces that allow residents to age in place with ease and comfort, ensuring they can continue living independently in a safe and accommodating environment.

To execute this initiative, a solicitation is currently out to award the contractor contract for the renovation. The selected contractor will work in collaboration with Saunders & Crouse Architects, who have been engaged to design and oversee the renovation plans.

This project aligns with NRHA's commitment to preserving affordable housing while minimizing disruption to existing residents. The renovations will incorporate modern design principles, accessibility upgrades, and sustainable building improvements to enhance both individual apartments and shared community spaces.

2.1 Scope of Renovations

The renovation project includes significant upgrades across multiple areas of the building, with a focus on accessibility, safety, and long-term livability.

Apartment Unit Upgrades

- Barrier-free unit design to accommodate aging residents and individuals with mobility challenges.
- Installation of new flooring, paint, appliances, and window treatments.
- Replacement of cabinets and countertops to improve functionality and ease of use.
- Updated HVAC and plumbing systems to ensure energy efficiency, comfort, and accessibility compliance.
- Improved lighting and fixture placements to enhance visibility and ease of use for elderly residents.

Common Area and Facility Enhancements

- Renovations to lobby and office areas to improve communal and administrative spaces.
- Upgraded entryways, hallways, and elevators to ensure safe and seamless mobility throughout the building.
- Expanded community spaces to encourage resident engagement and social interaction.

Structural and Mechanical Improvements

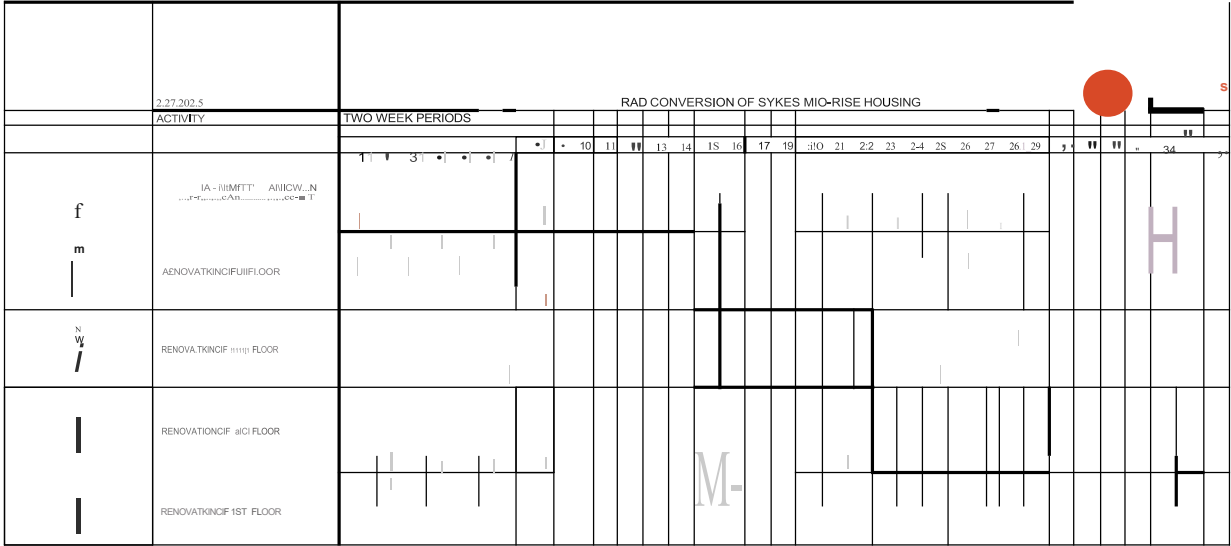
- Modernization of building infrastructure to comply with current safety and building code requirements.
- Energy-efficient upgrades to reduce costs and improve climate control for year-round comfort

These renovations will be completed in phased subprojects over 16 – 18 months to minimize resident displacement while ensuring a smooth transition into upgraded units. By integrating universal design principles and aging-in-place features, NRHA is ensuring that Sykes Apartment Building remains a comfortable, functional, and supportive environment for residents at all stages of life.

2.2 Phased Construction Timeline

The phased construction timeline follows a four-phase structure, with each phase further divided into dedicated sub-phases to ensure efficient progress while minimizing disruption to residents. Each sub-phase is scheduled to last between 3 to 6 months, allowing for a systematic and coordinated renovation process across different floors of the building. This structured approach ensures residents transition smoothly into modernized, accessible housing while maintaining consistency and project efficiency.

The overall timeline will be refined once a contractor has been confirmed, allowing for further adjustments to optimize scheduling and minimize resident inconvenience. Throughout the process, the project will prioritize compliance with RAD and LIHTC requirements, delivering high-quality, barrier-free living spaces designed to support the independence and well-being of seniors and disabled individuals.

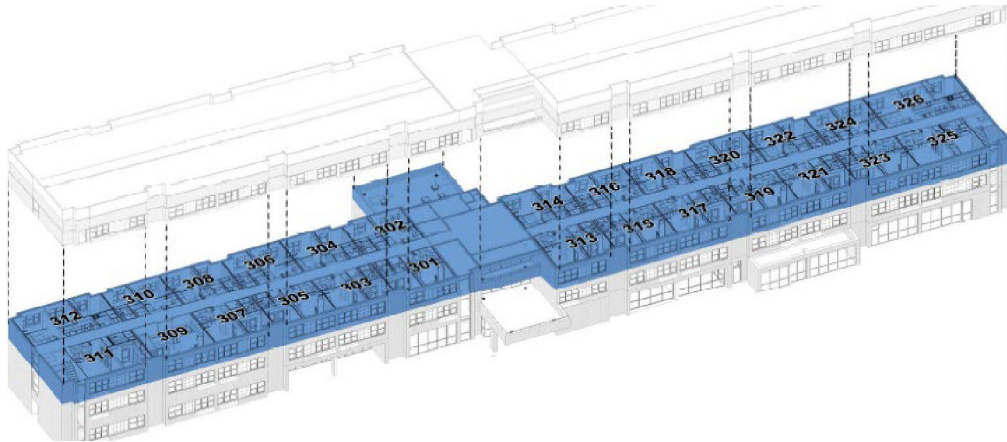


J.LAD CONVEH,SIQN PIMHJ. Kij
SYKES INITIAL PROPOSED PHASING
 NORFOLK, VIRGINIA
 2.27.1015



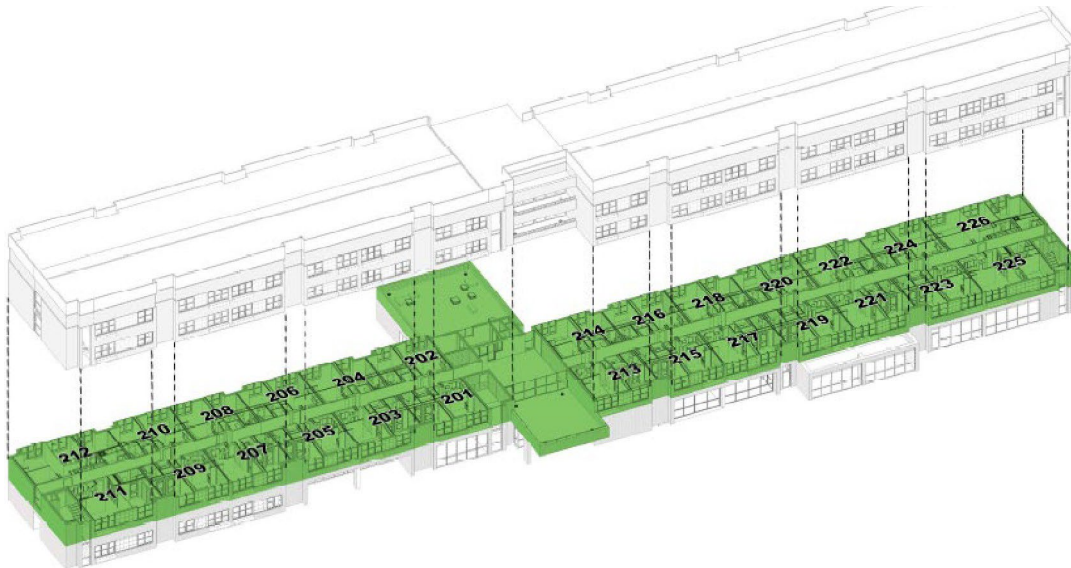
PHASE 1 - FOURTH FLOOR/00f
SYKES INITIAL .PROPOSED PHASING
 NORFOLK, VIRGINIA
 2.2.7.2025





PHASE 2 - THIRD FLOOR
SYKES INITIAL PROPOSED PHASING

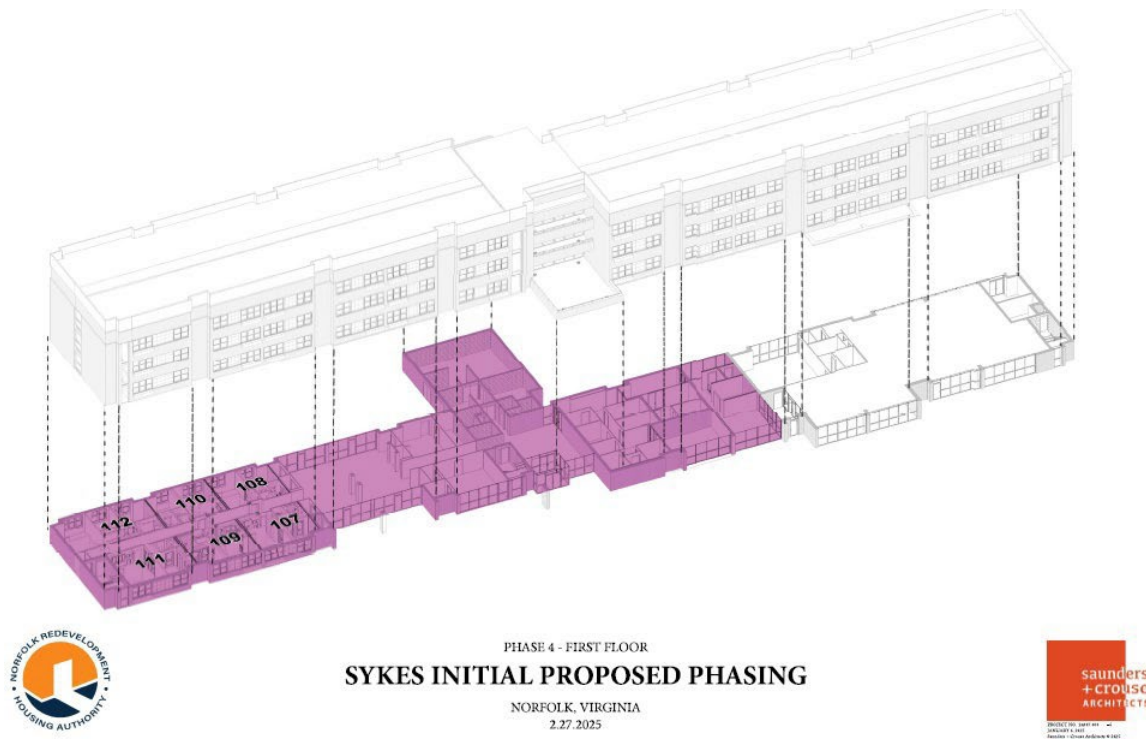
NORFOLK, VIRGINIA
2.27.1025



PHASE 3 - SECOND FLOOR
SYKES INITIAL PROPOSED PHASING

NORFOLK, VIRGINIA
2.27.101,





2.3 Measures to Minimize Construction Impact

The renovation of Sykes Apartment Building will follow a phased construction schedule designed to minimize disruption to residents while ensuring a safe and orderly transition to upgraded, modernized living spaces. This process will be structured into four main phases, each further divided into sub-phases lasting between 3 to 6 months. These sub-phases will allow for a methodical renovation of units, common areas, and building systems, while maintaining resident comfort, safety, and accessibility throughout the process.

To achieve this goal, NRHA has developed a comprehensive strategy that integrates controlled construction zones, enhanced communication protocols, resident support services, and contingency plans to address unforeseen disruptions. The following measures will be implemented to minimize the impact of construction activities on occupied units.

1. Controlled Construction Zones & Resident Safety Measures

Maintaining safe and habitable conditions during construction is a top priority. Implementing controlled construction zones will help limit resident exposure to dust, noise, and debris, ensuring that active work areas do not interfere with daily living activities.

1.1. Physical Separation of Work Areas

- Construction areas will be physically separated from occupied units using temporary barriers, dust containment walls, and signage to limit exposure to dust, noise, and debris.
- The work area will be clearly marked with signs restricting access to residents for safety reasons.
- Contractor pathways will be designated to keep construction traffic separate from residential hallways, elevators, and shared spaces.
- Floor-by-floor work sequencing will be used to ensure that residents are never living directly adjacent to active construction zones whenever possible.

1.2. Air Quality and Environmental Controls

- HEPA-filtered air scrubbers and negative air pressure systems will be installed in construction areas to limit dust and airborne contaminants.
- Windows and ventilation systems in work zones will be sealed off or redirected to prevent the spread of particulates.
- Regular air quality monitoring will be conducted, especially in areas where residents with respiratory conditions may be affected.

1.3. Safe Access to Amenities & Essential Services

- Elevators will have designated usage times to prioritize resident access over contractor material transport.
- Hallway access will be monitored daily to ensure unobstructed passage, with clear walkways maintained at all times.
- Fire alarms, emergency exits, and security systems will be tested and modified as needed to maintain safety compliance during construction.

2. Noise and Work Schedule Management

Construction noise and vibrations can be disruptive, particularly in a residential environment. By carefully scheduling work and implementing noise-reducing strategies, disruptions can be minimized while ensuring timely project completion.

2.1. Scheduling to Reduce Resident Impact

- Construction activities will take place between 8:00 AM and 7:00 PM, ensuring that high-noise work does not occur early in the morning or late in the evening.
- Loud activities, such as demolition, drilling, and heavy equipment use, will be scheduled in advance with at least 48-hour notice provided to residents.
- The construction schedule will be coordinated to avoid disrupting critical resident activities, including meal delivery times and medical appointments.

2.2. Noise and Vibration Mitigation

- Acoustic barriers, soundproof panels, and vibration dampening measures will be installed in hallways and common walls adjacent to occupied units.
- Contractors will be instructed to use quieter equipment and techniques where possible, including noise-reducing saws and drills.
- Residents will receive a detailed noise impact schedule, outlining expected high-noise days to help them plan accordingly.

3. Resident Communication and Support Services

Clear, consistent communication is essential to keeping residents informed and reassured throughout the renovation process. Dedicated support services will ensure that residents have a reliable way to voice concerns and receive assistance when needed.

3.1. Transparent and Proactive Communication

- NRHA will distribute weekly construction updates through posted notices, emails, and text message alerts.
- A resident hotline and dedicated Relocation Coordinator will be available to address construction-related concerns in real-time.
- Quarterly community meetings will be held to review progress, answer resident questions, and adjust mitigation strategies as needed.

3.2. Advance Notice for Disruptions

- Residents will receive at least 30 days' written notice for any required temporary relocation.
- At least 72 hours' notice will be provided for planned water, electricity, or HVAC system interruptions.
- If unexpected service disruptions occur, emergency accommodation (such as bottled water stations, portable heaters, or alternative restroom access) will be provided immediately.

4. Contingency Plans for Unexpected Disruptions

Despite careful planning, unexpected events such as power outages, delays, and emergency relocations may occur. A comprehensive contingency plan ensures that residents remain safe and have immediate access to alternative housing, utilities, and services in case of disruptions.

4.1. Power and Water Service Interruptions

- Construction schedules will be coordinated with NRHA's property management team to avoid major service outages during peak resident use times.
- In the event of unplanned outages:
 - Backup generators will be made available for essential building systems.
 - Emergency water stations will be set up on each floor for resident use.
 - Cooling or heating areas will be provided in community rooms as needed.

4.2. Emergency Relocation Procedures

If unforeseen circumstances (e.g., hazardous conditions, unexpected delays, or major repairs) prevent a resident from staying in their unit, NRHA will:

- Provide immediate temporary housing in an available NRHA unit or a nearby hotel.
- Arrange for transportation and moving assistance for affected residents.
- Ensure that all emergency relocations are completed within 24 hours when necessary.

4.3. Special Accommodations for Vulnerable Residents

Residents with mobility impairments, medical conditions, or other special needs will receive priority consideration for:

- Units furthest from active construction zones.
- Alternative housing accommodation if remaining on-site is not safe or feasible.
- Personalized relocation plans, including moving assistance, packing help, and access to healthcare transportation.

5. Compliance and Quality Control

Ensuring compliance with HUD, RAD, and LIHTC regulations guarantees that renovations meet federal, state, and local safety requirements while maintaining high-quality living conditions for residents. Regular inspections and resident feedback mechanisms will ensure the construction process stays on track.

5.1. Regulatory Compliance & Inspections

- The project will comply with HUD, RAD, LIHTC, and NRHA regulations, ensuring that construction meets all federal, state, and local safety standards.
- Regular inspections will be conducted to ensure construction zones remain secure, clean, and free from hazards.
- Any resident-reported concerns will be documented, reviewed, and addressed within 48 hours.

5.2. Post-Construction Resident Support

- NRHA will provide maintenance staff assistance for 30 days to address any post-renovation concerns.
- A Resident Satisfaction Survey will be conducted post-move to ensure that resident concerns were adequately addressed during construction.

3.0 Property and Household Summary

The demographic profile of Sykes Apartment Building provides essential insights that will guide the development and implementation of a resident-centered relocation plan. Understanding the age distribution, household composition, tenancy trends, and specific resident needs allows NRHA to design a structured, efficient, and minimally disruptive relocation process. The following key factors outline how this demographic information will inform and guide the relocation strategy.

3.1 Age Considerations and Senior Housing Needs

With many residents aged 50 and older, and over 60% classified as seniors (61+ years old), it is critical to ensure that the relocation process prioritizes accessibility, comfort, and minimal disruption. This will be achieved through:

- Single-move preference: Whenever possible, residents will be relocated directly into renovated units to limit the stress and challenges of multiple moves.
- Accessible unit assignments: Residents with mobility limitations will be prioritized for ADA-compliant units or units that accommodate their physical needs.
- Relocation assistance for seniors: Dedicated relocation coordinators will be available to assist residents with packing, unpacking, and coordination of transportation.
- Support services during temporary relocation: Ensuring that temporary housing (if needed) is barrier-free, conveniently located, and suitable for aging residents.

3.2 Single-Person Households & Independent Living Considerations

Given that 97% of the residents live alone, the relocation plan must account for the unique needs of single-occupant households, who may require additional assistance due to the lack of immediate family support on-site. To address this, the relocation plan will include:

- One-on-one relocation counseling to ensure each resident fully understands their housing options and the moving process.

- Move coordination services to help those without family support pack, move, and settle into their temporary or renovated unit.
- Direct communication channels to keep residents well-informed through individualized notifications, reminders, and check-ins.

3.3 School-Age Residents & Educational Stability

While the community is predominantly senior, there are two identified minors residing at Sykes Apartments. The relocation plan will ensure that relocated school-age children maintain stability in their education by:

- Coordinating moves around the school calendar to prevent disruption to their academic year.
- Ensuring continued access to school transportation by working with the local school district to confirm bus routes and eligibility for transportation services.
- Offering flexible relocation scheduling for families with children to align with their school and extracurricular commitments.

3.4 Long-Term Tenancy & Resident Attachment

With 50% of residents having lived at the property for four or more years, many tenants have a strong attachment to the community and may be hesitant about relocation. To support long-term residents:

- Personalized relocation plans will be developed to accommodate their preferences, health needs, and comfort levels.
- Consistent communication and engagement efforts will be made to reassure long-term residents and involve them in decision-making.
- Emphasis on the Right to Return will be reinforced, ensuring that residents understand their ability to move back into the renovated property after construction.
- To support these long-term residents, the relocation team will implement strategies that prioritize familiarity, continuity, and engagement, helping them stay connected to their community throughout the transition. This includes close coordination with NRHA's Resident Services team to provide transportation for temporarily relocated residents, enabling them to return to Sykes Apartment Building to visit friends, access essential services, and participate in on-site activities.

3.5 Pet Ownership Considerations

While pet ownership is relatively low (3 tenants, including two dogs and one cat), accommodation will be made for residents with pets to ensure a smooth transition. This includes:

- Pet-friendly temporary housing options for those requiring off-site relocation.
- Guidelines on moving with pets, including access to pet-friendly movers and support for re-adjusting in a new environment.
- Consideration of pet-related policies in newly renovated units, ensuring compliance with housing regulations while allowing residents to keep their pets when possible.

3.6 Accessible Housing and Transportation Support for Residents with Health and Mobility Needs

A significant portion of the Sykes Apartment Building population consists of older adults, individuals with mobility impairments, and residents managing chronic health conditions. Many residents require assistive devices such as walkers, wheelchairs, and canes, while others have medical needs that necessitate ongoing access to healthcare facilities and support services. These factors will play a critical role in determining relocation logistics, transportation arrangements, and temporary housing accommodations to ensure residents experience minimal disruption to their daily routines.

To address these needs, NRHA will prioritize accessible temporary housing options that comply with ADA requirements, ensuring units have grab bars, roll-in showers, and step-free access where necessary. Residents with mobility impairments or chronic conditions will be assigned units closest to elevators, entrances, and community amenities to minimize physical strain.

Additionally, specialized transportation services will be arranged for residents with limited mobility or medical appointments to ensure they have continued access to healthcare providers, pharmacies, and essential services. For those who require frequent medical care, NRHA will work to place them in temporary housing near their current healthcare providers to avoid interruptions in treatment or medication schedules.

To facilitate a smooth transition, NRHA will provide personalized relocation assistance for residents requiring additional support with packing, moving, and setting up medical equipment in their new units. Residents will also have access to a dedicated relocation coordinator to ensure their individual health and mobility needs are met throughout the relocation process.

By integrating resident demographics into the relocation planning process, NRHA can develop a strategy that is equitable, efficient, and minimally disruptive. The relocation plan will ensure that:

- Seniors receive tailored support to accommodate mobility and accessibility needs.
- Single-person households have access to move coordination and personalized assistance.
- School-age children maintain educational stability.
- Long-term residents are reassured about their Right to Return.
- Pet owners are supported with appropriate housing accommodations.
- Gender-specific concerns and safety considerations are addressed.
- A clear, transparent communication plan keeps residents informed and engaged.

By using demographic-driven planning, NRHA will ensure that each resident receives the support they need for a successful and smooth relocation experience while maintaining stability, community continuity, and housing security throughout the process.

4.0 The Relocation Plan

The Sykes Apartment Building Relocation Program ensures a structured, compliant, and well-coordinated transition for residents during scheduled renovations. This plan follows HUD, RAD (Rental Assistance Demonstration), URA (Uniform Relocation Act), and VHDA (Virginia Housing Development Authority) guidelines, ensuring equitable treatment, financial protections, and comprehensive relocation assistance for all affected households.

The relocation process will be coordinated closely with contractors, property management, and licensed moving vendors to ensure that the construction schedule, resident transitions, and moving logistics align seamlessly. By leveraging professional relocation services, structured planning, and clear communication, NRHA will minimize disruption and ensure a safe and efficient relocation experience for all residents.

NRHA has contracted J&G Workforce Development Services LLC (J&G), a qualified relocation consulting firm, to draft and execute the relocation plan. The team includes:

- A PMI-certified project manager to oversee all relocation logistics.
- Dedicated relocation specialists who will serve as direct liaisons for residents.

- NRHA staff coordination, ensuring compliance with all local and federal housing guidelines.

Coordination with Contractors and Moving Vendors:

- J&G and NRHA will work with contractors to ensure that construction timelines align with move schedules.
- NRHA will secure contracts with licensed moving vendors to provide pre-approved relocation services.
- A logistics schedule will be developed, ensuring efficient move coordination and minimal downtime between phases.

By coordinating closely with contractors, property management, and moving vendors, NRHA ensures that the relocation process runs smoothly, efficiently, and in compliance with HUD and VHDA relocation guidelines.

4.1 Relocation Services Provided

J&G will provide the following Relocation Advisory services during the relocation/moving process. Relocation staff will be identified as the primary contact person for the residents during this relocation process. Services will be provided to all households prior to the commencement of each applicable phase of the renovation of the property. Services include the following:

- Provide information on the nature of, and procedures for, obtaining relocation assistance and benefits.
- Determine the needs and preferences of each affected household
- Explain all options for relocation assistance, where temporary housing is already identified and secured if resident so desires.
- Understand and anticipate the needs of the elderly and able to meet the special advisory services they may need.
- Provide contact information for questions and access to phone or computer if needed to make contact.
- Allow and make tenants aware that appointments can be scheduled outside of normal business hours if needed.
- Supply information about other federal and state programs offering similar assistance
- Provide appropriate counseling for tenants who are unable to read and understand notices.
- Provide written information and/or translation services in their native languages if necessary.
- Provide counseling and other assistance to minimize hardship during adjustment period.
- Provide other assistance as required by each household.

- Explain the appeals process if they are not satisfied with the relocation team's decisions.

4.2 Relocation Communications & Notices

J&G is committed to ensuring that Sykes Apartment Building residents receive comprehensive support, clear communication, and access to essential resources throughout the relocation process. Once the relocation activities are finalized, J&G will incorporate proven resident engagement strategies modeled after best practices to enhance resident preparedness and participation.

These activities will include:

- One-on-one relocation counseling services, ensuring that residents fully understand their relocation options, financial assistance, and moving process.
- After-hours appointments to accommodate residents with scheduling constraints.
- Resident group meetings for open discussion, providing a forum for addressing concerns and answering questions.
- General and Phase-specific notifications, informing residents of ongoing development activity, their assigned relocation phase and estimated moving dates. These notifications will include the following written notifications:
 - General Information Notice (GIN) issued to residents to outline renovation plans and relocation rights.
 - 90-Day and 30-Day Notices to confirm moving schedules and housing assignments.
- Assistance from NRHA staff to encourage resident participation in meetings and information sessions.
- Structured relocation packets, requiring resident signatures upon receipt, with the option to have the information explained in detail. These packets will include:
 - A copy of the approved Relocation Plan.
 - A summary of relocation assistance and benefits available to residents.
 - A calendar of "Smooth Move" classes, providing educational resources on packing, organizing, and transitioning to temporary or newly renovated units.

At a minimum, four months before the start of resident relocations, we will host group meetings to explain detailed neighborhood plans and available housing options. Additional follow-up meetings will be scheduled as needed to ensure residents remain informed and engaged.

By implementing these resident-focused strategies, J&G aims to create a well-supported, transparent, and organized relocation experience that prioritizes resident needs, accessibility, and informed decision-making.

4.3 Resident Assessments & Individualized Relocation Plans

J&G will conduct mandatory household assessments to develop individualized relocation plans, ensuring that resident needs are met while also aligning with construction phasing and moving vendor availability. Assessments will document:

- Household size and composition to assign appropriate units.
- Income verification and eligibility for Project-Based Vouchers (PBV).
- Mobility, disability, and medical needs requiring special accommodations.
- Relocation preferences, including unit location requests and service needs.

Each resident file will be documented, and relocation options will be presented in accordance with HUD and VHDA guidelines.

4.4 Temporary Housing Arrangements

J&G will implement a phased, two-move relocation strategy, temporarily relocating residents before returning them to fully renovated units.

Temporary Housing Selection Criteria:

- Vacant units within Sykes Apartment Building or another NRHA-managed property that meet housing requirements will be prioritized for temporary relocation. However, NRHA recognizes the need to secure alternative housing solutions when necessary. This may include extended-stay hotel accommodations or temporary housing arrangements with third-party property management firms to ensure all residents have suitable housing during the transition.
- HUD Housing Quality Standards (HQS) compliance for safety and habitability.
- ADA accessibility for residents with mobility impairments.
- Proximity to medical providers, public transportation, and essential services.

Coordination with Contractors and Moving Vendors:

- J&G will work closely with contractors to ensure that temporary housing assignments align with construction phasing.
- Licensed moving vendors will be scheduled in advance, coordinating with property management to ensure timely and efficient resident transitions.
- J&G will support NRHA staff will conduct unit readiness inspections before move-in to ensure safety, accessibility, and habitability.

Relocation Benefits:

- Temporary Relocation:
 - All actual moving expenses will be fully covered by NRHA.
 - Residents who incur out-of-pocket moving expenses will be reimbursed upon submission of receipts.
- Permanent Relocation:

- No resident currently living at Sykes Apartment Building will be involuntarily and permanently relocated as a result of the RAD conversion. However, if permanent relocation becomes necessary, the following provisions will apply:
 - Residents will be fully reimbursed for actual and reasonable moving expenses, or
 - Residents may opt for a fixed moving cost payment based on the Uniform Relocation Fixed Residential Moving Cost Schedule.

4.5 Accessible Housing and Transportation Support for Residents with Health and Mobility Needs

As previously stated, significant portion of Sykes Apartment Building residents are elderly, disabled, or require specialized health accommodations. To ensure a safe and seamless transition, the relocation plan includes:

Housing Accommodations for Elderly and Disabled Residents:

- Priority placement in ADA-compliant units with features such as grab bars, step-free access, and roll-in showers.
- Customized moving assistance, including professional packers and movers for residents unable to pack independently.
- Expedited relocation for medically fragile residents, minimizing disruptions to their care.

Transportation Assistance:

- Medical Transportation Coordination:
 - Residents who require regular medical treatments (dialysis, physical therapy, home healthcare services) will receive assistance with maintaining access to healthcare providers.
- Shuttle or ride services will be available for residents needing transportation to grocery stores, pharmacies, and other essential locations.

NRHA will coordinate with moving vendors to ensure accessible transportation for residents with wheelchairs, mobility aids, and special medical equipment.

4.6 Moving Assistance

To ensure a smooth and supported transition, residents receive comprehensive moving assistance. This includes coverage of moving expenses, coordination of relocation logistics, and access to support services to minimize disruption and ease the transition process:

- Licensed professional moving services, ensuring secure transport of resident belongings.

- Packing supplies, including boxes, tape, and protective materials.
- Storage solutions for residents needing temporary storage for large or excess belongings.
- Packing assistance for residents with disabilities or mobility impairments.

Coordination with Moving Vendors:

- Pre-move assessments will be conducted with moving vendors to determine special handling needs (e.g., medical equipment, fragile items).
- Scheduled move dates will align with construction progress, ensuring minimal overlap and delays.
- Trained movers will follow ADA and HUD relocation guidelines, ensuring safe, respectful handling of resident belongings.

This coordinated approach ensures that residents do not physically or financially struggle with the moving process.

4.6 Financial Assistance

NRHA is committed to ensuring that no resident experiences financial hardship as a result of the relocation process. To support residents during their transition, financial assistance will be provided to cover all eligible relocation expenses, ensuring that no undue financial burden is placed on them. This assistance will be tailored to meet individual needs and may include direct reimbursements, stipends, and additional support for residents requiring special accommodations.

The relocation plan includes:

- Full coverage of moving expenses, including packing, transportation, and, if necessary, temporary housing arrangements.
- Reimbursement for eligible out-of-pocket expenses directly related to the move.
- Additional financial assistance for residents who require special accommodations due to disability, medical needs, or other unique circumstances.
- Compliance with HUD's URA requirements and RAD relocation standards, ensuring that all financial assistance policies adhere to federal guidelines and tenant protections.

By implementing these measures, NRHA ensures a fair, transparent, and supportive financial assistance process, allowing all residents to transition smoothly and with confidence.

4.7 Notification of Resource Providers

To ensure a smooth transition for residents during the relocation process, NRHA will coordinate with key resource providers who offer essential services to Sykes Apartment Building residents. These providers, including utility companies, healthcare services, social service agencies, transportation providers, and community organizations, will be notified in advance to minimize service disruptions and ensure continued support for relocated residents.

By proactively engaging with these organizations, NRHA aims to maintain continuity of care, access to necessary services, and overall resident well-being throughout the relocation period. Clear communication and coordination with resource providers will help address residents' unique needs and ensure that all necessary accommodations are in place.

5.0 Relocation Policies and Procedures

NRHA has established a comprehensive set of relocation policies and procedures to ensure a fair, transparent, and well-organized transition for all residents affected by the renovation of Sykes Apartment Building. These policies address a broad range of considerations, including resident rights, relocation assistance, temporary and permanent housing options, financial support, communication protocols, and special accommodations for residents with unique needs.

The procedures outlined in this section are designed to:

- Minimize disruption by providing clear guidelines and structured relocation support.
- Ensure compliance with HUD's Uniform Relocation Act (URA), RAD relocation standards, and local housing regulations.
- Safeguard resident rights by prioritizing transparency, fairness, and individualized relocation plans.
- Facilitate smooth transitions by coordinating logistics, financial assistance, and access to essential services.

By implementing these policies, NRHA aims to mitigate challenges, provide equitable solutions, and ensure that every resident receives the necessary support to successfully navigate the relocation process.

5.1 Required Notices

To ensure transparency and keep residents well-informed throughout the relocation process, NRHA will distribute required written notices detailing key information, timelines, and next steps. These notices will be formally presented and read aloud during community meetings, where residents will receive clear explanations of the relocation process and their rights.

During these meetings, the relocation team will be available to answer questions in both a group setting and one-on-one, ensuring residents fully understand the information provided. Additionally, residents will be required to sign a receipt acknowledging that they have received the notices, ensuring proper documentation and accountability.

These notices serve as a critical communication tool, reinforcing NRHA's commitment to a fair, well-organized, and resident-centered relocation process. The notices include the following:

- 1. General Information Notice (GIN)**

This notice informs affected households of the project and that they may be displaced by the project and establishes their eligibility for relocation assistance and payments. (See EXHIBIT D).

- 2. Letter of Eligibility for Relocation Assistance**

This notice informs the affected households that they will be displaced by the project and formally establishes their eligibility (See EXHIBIT F).

- 3. 90 Day Notice to Relocate & Notice of Non-Displacement**

This form notifies residents that they must relocate within 90 days due to scheduled renovations. It also assures that residents will not be permanently displaced. If eligible, residents may move into a newly renovated unit on-site; otherwise, assistance will be provided to help you find temporary housing off-site.

The notice will outline the relocation assistance options available to residents, including eligibility criteria and support services to aid in their move. Residents will be provided with contact details for the Relocation Coordinator, who will be available to answer questions and provide additional information throughout the relocation process (See Exhibit E).

5.2 Recordkeeping

Accurate and thorough recordkeeping is essential to ensuring compliance, transparency, and accountability throughout the relocation process. NRHA will maintain detailed records of all relocation activities, including:

- General Relocation File: Overall and individual items such as the relocation plan, and documentation of relocation budget.
- List of Occupants: name, address, and occupant characteristics for all persons occupying the property at key relocation milestones (rent roll).
- All Residents: copies of notices; evidence of delivery of notices; evidence of reimbursement of expenses; for tenants who elect to relocate, documentation supporting ineligibility for relocation payments as a displaced person; documentation to support lease violations and/or eviction for cause; documentation to determine illegal occupancy of the property; and copy of any appeal or complaint filed and response.

All pertinent records shall be retained for no less than three (3) years after the latest of:

- The date by which all payments have been received by persons displaced for the project.
- The date the project has been completed.
- The date by which all issues resulting from litigation, negotiation, audit or other action (e.g., civil rights compliance) have been resolved and final action taken.

5.3 Relocation / Reimbursement Expenses Covered Costs

To minimize the financial impact of relocation on residents, NRHA will cover all eligible relocation expenses in accordance with HUD's Uniform Relocation Act (URA) and RAD relocation standards. This section outlines the specific costs that will be reimbursed or directly covered to ensure that residents do not face undue financial hardship during their transition.

Covered expenses may include moving costs, packing services, temporary housing accommodations, transportation assistance, and other relocation-related expenses necessary to support a smooth and equitable relocation process. NRHA remains committed to providing financial assistance tailored to individual needs, ensuring that all residents receive the support required for a successful transition.

- **Security Deposit.** If a resident is required to relocate to a unit other than Sykes Apartment Building and incurs a security deposit expense, applicable security deposit provisions will apply.
- **Telephone and Cable TV.** NRHA will pay the required cost of telephone and cable TV installation and troubled wiring (where necessary) to residents with previous telephone and cable TV services prior to the relocation period.
- **Utility Costs.** NRHA will pay the required cost of utility new connection fees, if any. Utilities are identified as electric, water, sewer and gas. Delinquent accounts incurred prior to the relocation will not be covered.
- **Incidental Costs.** Reasonable incidental costs incurred due to the relocation may be reimbursed upon presentation of a valid receipt for approved expenses.
- **Moving Expense Payments.** Moving assistance will be provided to all households moving to temporary units or off-site to other permanent. This assistance may be provided in one of the following manners:
 - Transportation for the household
 - Packing, moving and unpacking of household goods
 - Insurance for the replacement value of property during the move

5.4 Right to Return Policy

Any resident who chooses to remain a resident of the Sykes Apartment Building will not be permanently displaced from the property due to this project. Residents will have a choice of relocation options and NRHA will work with residents to meet their needs. NRHA is making a commitment that any resident who wishes to remain in the community will have that “Right to Return” to the Sykes Apartment Building Community.

Any resident who exercises their Right to Return will be offered a unit that is comparable in size, type, and amenities to their original unit, subject to changes in household size, program eligibility, or accessibility needs. If a resident’s household size has changed, they will be relocated to a unit appropriate for their new household composition. Residents who no longer qualify for PBV assistance due to income changes may be offered alternative housing options, including the opportunity to lease at market rent if applicable. NRHA will make reasonable accommodations for residents with disabilities to ensure equal access to housing.

All residents will have to move at least once, and it is the intention of NRHA to minimize the disruption as much as possible. Residents living in units planned for renovation will be offered the following choices:

1. If possible, to be moved only once from current apartment into a renovated apartment;

2. If a renovated unit is not available at the time for relocation, residents may be temporarily relocated to another safe, sanitary, and comparable unit in another NRHA managed property until their current unit is renovated and available for re-occupancy (will require two moves);
3. If a renovated unit is not available at the time for relocation, and another safe, sanitary, and comparable unit is not available at another NRHA managed property, then resident may be offered temporary housing at an Extended Stay hotel type located within 5 miles of the Sykes Apartment Building.
4. If a renovated unit is not available at the time for relocation, and another safe, sanitary, and comparable unit is not available at another NRHA managed property, and it is deemed that temporary housing available at an Extended Stay hotel type is not appropriate, NRHA may enter into an agreement with a third party property management company to facilitate the temporary relocation of Sykes residents. This housing may not be located more than 10 miles from the Sykes Apartment Building.

NRHA will do its best to accommodate families wishing to locate in the same area. “NRHA will work closely with residents to accommodate their relocation preferences whenever possible and will provide housing options that minimize disruption to their daily lives.

Any Residents that decide they do not wish to be part of a Project based Section 8 conversion through the residential assistance demonstration program (RAD) may elect to move to another public housing community that is not converting to project-based section 8 through RAD. NRHA will provide relocation counseling and advisory services to residents who choose not to participate in the RAD conversion to ensure they understand their housing options and can transition to another NRHA community without undue hardship.

5.4 Post-Relocation Support & Reintegration – Resident Rights & Protections

NRHA is committed to ensuring that residents receive ongoing support and protection following their relocation, whether they are returning to a newly renovated unit at Sykes Apartment Building or transitioning to an alternative housing option. Post-relocation assistance will focus on reintegration, stability, and maintaining access to essential services to help residents adjust to their new living arrangements smoothly.

All relocated residents are entitled to the following rights and protections:

- **Right to Return:** Residents who temporarily relocate due to renovations will have the right to return to a newly renovated unit within Sykes Apartment Building once construction is complete.

- **Continued Resident Services Access:** Residents will continue to have access to NRHA's Resident Services team, including housing support, case management, and community resources.
- **Relocation Assistance Follow-Up:** The relocation team will provide ongoing support to ensure that residents successfully settle into their new or renovated homes. This includes follow-up calls, in-person check-ins, and assistance with any post-move concerns.
- **Lease & Tenancy Protections:** Residents will maintain their tenant rights throughout the relocation process, with protections in place under HUD's URA, RAD relocation policies, and local housing laws.
- **Disability & Special Needs Accommodations:** NRHA will continue to honor reasonable accommodation requests to ensure that relocated residents, particularly seniors and individuals with disabilities, receive the necessary modifications and support.

By prioritizing resident stability, engagement, and continued access to resources, NRHA aims to make the post-relocation transition as seamless as possible.

5.2 Housing Options for Residents Opting Out of RAD Conversion

NRHA respects residents' rights to make informed housing decisions and recognizes that some may choose not to participate in the Rental Assistance Demonstration (RAD) conversion. For residents opting out, NRHA will provide guidance and support to explore alternative housing options that align with their needs and preferences.

Alternative Housing Options

Residents who decline to transition under the RAD program may have the following options, subject to eligibility and availability:

- **Other NRHA-Managed Properties** – Residents may be offered relocation to another NRHA-owned or managed property that meets their housing needs.
- **Public Housing Placement** – If available, residents may be able to transfer to another public housing unit that is not undergoing RAD conversion.
- **Assistance with Alternative Affordable Housing Resources** – NRHA's Resident Services team will provide counseling and assistance in exploring other affordable housing options within Norfolk and surrounding areas.

Support During the Transition

NRHA will ensure that residents who opt out of the RAD conversion receive fair and equitable relocation assistance, including:

- Personalized housing counseling to help residents understand their options and make informed decisions.
- Financial assistance for relocation costs, including moving expenses, in accordance with HUD’s Uniform Relocation Act (URA) and RAD relocation guidelines.
- Coordination with housing agencies and property managers to facilitate a smooth transition to alternative housing.

NRHA remains committed to ensuring that all residents—regardless of their decision regarding the RAD conversion—are treated fairly, supported throughout the transition, and provided with safe and stable housing options.

5.3 Post Renovation Applicable Rental Rates and Policies

(a) Rents

Upon completion of the rehabilitation, the projected rents for Sykes Apartment Building will be established under the project-based Section 8 program, ensuring affordability for residents based on income. Tenant rent payments will be determined according to HUD’s Section 8 rental policies, which calculate rent as a percentage of household income. The finalized rent structure will align with HUD Fair Market Rents (FMRs) and applicable local guidelines to maintain affordability.

Sykes Apartment Building Rentals Rates	
One Bedroom	Two Bedroom
\$1,631	\$1,866

(b) Rental Policies

Sykes Apartment Building will be operated as a project-based Section 18 community and will follow the administrative policies outlined in the:

NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

The Section 8 Program was established under the Housing and Community Development Act of 1974, which amended the U.S. Housing Act of 1937. This program, administered by NRHA's Management Services Office, is federally funded and designed to provide rental assistance to eligible low-income households.

The program's policies ensure compliance with HUD Section 8 regulations, the Fair Housing Act, and other federal, state, and local housing laws. The key eligibility requirements for residency under the project-based Section 8 program include:

- Applicants must be low-income or very low-income households (income at or below 50% of the Area Median Income (AMI)), with exceptions for specific qualifying circumstances outlined in 24 CFR 982.201(b).
 - Existing Sykes low income residents qualifying for Public Housing assistance under the Section 9 program are eligible for Project Based Assistance under the 24 CFR 982.201(b) – “A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **30** days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.”
- Priority may be given to families who:
 - Are actively pursuing education or job training programs.
 - Are employed full-time or part-time.
 - Have been continuously assisted under a federal housing program.
 - Have been displaced due to rental rehabilitation or other HUD-defined circumstances.
- Households whose annual income exceeds the eligibility limit will not qualify for residency under the program and will be informed of their right to an informal review.

The NRHA Administrative Plan, which governs the Section 8 program policies and procedures, is available for review in the rental office and online at the NRHA website.

5.4 Relocation Appeals & Grievance Procedures – Coordination & Implementation Strategy

NRHA is committed to ensuring a fair, transparent, and accessible process for residents who have concerns or disputes related to their relocation. A formal Relocation Appeals & Grievance Procedure will be in place to address resident complaints, disputes regarding

relocation benefits, housing assignments, and other concerns arising from the relocation process. This process is designed to provide residents with a structured avenue to seek resolution while upholding their rights under HUD's Uniform Relocation Act (URA), RAD relocation policies, and local housing regulations.

Appeals & Grievance Procedures

Residents who wish to appeal a relocation decision or file a grievance may follow these steps:

1. Informal Resolution

- a. Residents are encouraged to first discuss their concerns with the Relocation Team or NRHA's Resident Services staff for prompt resolution.
- b. Many issues can be addressed informally through open communication and clarification of policies.

2. Formal Grievance Submission

- a. If the concern is not resolved informally, the resident may submit a written grievance to NRHA within a specified timeframe (as outlined in the relocation policy).
- b. The written grievance should include a detailed description of the issue, relevant documentation, and the desired resolution.
- c. The written grievance shall direct to onsite property management office:
555 East Liberty Street
Norfolk, Virginia, 23532
Phone# 757-624-8617
Monday – Thursday: 8:00 AM – 4:30 PM

3. Review & Investigation

- a. Upon receipt, NRHA will review the grievance and conduct a formal investigation, including:
 - i. Reviewing all relevant records and documentation.
 - ii. Consulting with involved staff, including relocation specialists and property management.
 - iii. Engaging with the resident to discuss the issue in greater detail.

4. Hearing & Decision

- a. If necessary, a formal grievance hearing may be scheduled with an NRHA-appointed panel or independent reviewer.

- b. The residents will have the opportunity to present their case and supporting evidence.
- c. A decision will be made in writing, outlining the findings and any corrective actions, if applicable.

5. Appeal Process

- a. If the resident is not satisfied with the outcome, they may have the right to appeal to an independent review board or escalate the issue to HUD, in accordance with URA and RAD grievance procedures.

A resident may, at any time, exercise their right to appeal NRHA decision through the U.S. Department of Justice or the local HUD office at:

Richmond Field Office
400 N 8th Street, Suite 300
Richmond, VA 23219
Phone: (800) 842-2610

Coordination & Implementation Strategy

To ensure an efficient and resident-centered grievance resolution process, NRHA will:

- Provide clear communication about the appeals process, including distributing written notices and explaining procedures in community meetings.
- Maintain accurate documentation of all grievances, investigations, and resolutions for compliance and transparency.
- Ensure timely responses to all grievances, following prescribed deadlines to prevent unnecessary delays.
- Offer translation services or reasonable accommodations for residents with language barriers or disabilities to ensure full access to the grievance process.
- Coordinate closely with HUD and legal aid organizations, if needed, to ensure residents' rights are upheld.

By implementing a structured Relocation Appeals & Grievance Procedure, NRHA ensures that all residents have a fair opportunity to address concerns, seek resolution, and receive equitable treatment throughout the relocation process.

6.1 NRHA & Project Management Oversight

Effective oversight is essential to ensuring that the Sykes Apartment Building relocation and renovation project is executed smoothly, fairly, and in compliance with HUD's Uniform Relocation Act (URA), RAD relocation policies, and local housing regulations. NRHA will provide comprehensive project management oversight, working in close coordination with J&G, contractors, relocation specialists, and resident services teams to facilitate a seamless transition for all affected residents.

6.2 NRHA's Role in Project Oversight

NRHA will be responsible for:

- Ensuring Compliance – Overseeing adherence to federal, state, and local relocation policies, including URA and RAD requirements.
- Resident Advocacy & Communication – Acting as a liaison between residents, project stakeholders, and relocation specialists to ensure transparency and resident engagement.
- Financial & Budgetary Oversight – Managing project funding and ensuring relocation expenses, financial assistance, and contractor payments are properly allocated and disbursed.
- Grievance & Issue Resolution – Addressing resident concerns, processing appeals and ensuring fair treatment throughout the relocation process.
- Monitoring Relocation & Construction Progress – Tracking key milestones, assessing project impact, and adjusting as needed to minimize delays or disruptions.

6.3 Collaboration with J&G

As part of its project oversight responsibilities, NRHA will work closely with J&G, which has been engaged to assist with relocation coordination and compliance management. J&G's role will include:

- Developing and implementing the relocation strategy in alignment with URA, RAD, and NRHA policies.
- Providing direct relocation support to residents, including assessments, individualized relocation plans, and logistical coordination.
- Assisting with required notices and resident communication, ensuring that all impacted residents receive timely and accurate information.

- Tracking and documenting relocation activities to ensure compliance with regulatory requirements.
- Coordinating with moving vendors and alternative housing providers to facilitate smooth transitions.
- Supporting NRHA in addressing resident concerns and resolving relocation-related grievances.

Through this partnership, NRHA and J&G will maintain a structured, well-coordinated relocation process that prioritizes resident well-being while ensuring compliance with all regulatory requirements.

6.4 Project Management & Coordination

To ensure successful implementation, NRHA and J&G will coordinate with:

- The Relocation Team – Ensuring residents receive timely information, assistance, and support throughout their transition.
- Resident Services Staff – Providing ongoing social services, counseling, and post-relocation reintegration support.
- Contractors & Architects – Overseeing construction timelines, ensuring compliance with accessibility standards, and mitigating potential disruptions.
- Property Management – Facilitating move-in logistics and ensuring that returning residents transition smoothly into newly renovated units.

6.5 Performance Monitoring & Reporting

NRHA and J&G will establish regular monitoring and reporting mechanisms to track:

- The progress of resident relocations and return timelines.
- Compliance with URA and RAD relocation requirements.
- Resident concerns, grievances, and resolutions.
- Construction progress phased project completions, and occupancy transitions.
- Budget adherence and cost efficiency.

By implementing strong oversight and coordination with J&G, NRHA will ensure that the relocation process remains transparent, efficient, and resident-focused, ultimately supporting the successful completion of the Sykes Apartment Building renovation project.

7.1 Estimated Relocation Costs & Financial Planning

The estimated relocation costs for the Sykes Apartment Building renovation project are preliminary and will be refined as the construction timeline is finalized. NRHA is committed to ensuring that sufficient funds are allocated to cover all eligible relocation expenses, including moving costs, temporary housing, transportation, and resident support services.

As part of contingency planning, it was necessary to explore temporary housing and storage costs to account for scenarios in which residents cannot be successfully housed on-site or within NRHA's existing portfolio of units. This research ensures that the relocation plan includes realistic, market-driven cost estimates for extended-stay lodging and corporate leases, providing a financial safeguard against unforeseen housing shortages. By proactively assessing these expenses, NRHA can allocate resources more effectively, mitigate potential budget overruns, and ensure that all residents have access to safe, stable, and compliant temporary housing throughout the relocation process. This approach aligns with HUD's Uniform Relocation Act (URA) and RAD relocation standards, reinforcing NRHA's commitment to minimizing disruption while maintaining fiscal responsibility.

[Please refer to the budget summary on the next page]

Estimated Relocation Costs – Hybrid Scenario

Sykes Relocation Budget				Hybrid Scenario - most at Extended Day, some within NRHA Portfolio for 1BRs	
	Cost	Cost Per Unit (Per Month)	Duration (Months)	Total Units	Total Project Cost
Professional Movers					
1BR- Move Out of Sykes	2,033.50	2,033.50	1	77	156,579.50
2BR- Move Out of Sykes	3,332.50	3,332.50	1	7	23,327.50
Subtotal				84	179,907.00
1BR- Return Post Renovation	2,033.50	2,033.50	1	77	156,579.50
2BR- Return Post Renovation	3,332.50	3,332.50	1	7	23,327.50
Subtotal				84	179,907.00
Temporary Destination Costs					
1BR- NRHA Portfolio	-	-		25	-
1BR- Private Landlord	1,500	1,500			
1BR- Extended Stay	75	2,288	4	52	475,800.00
2BR- NRHA Portfolio	-	-			
2BR- Private Landlord	2,000	2,000	17	2	68,000.00
Subtotal					543,800.00
Storage Facility					
Cost only for residents staying at Extended Day	84	84	4	52	17,472.00
Subtotal					17,472.00
Relocation Consultant					
JG Workforce	150,000.00		1	1	150,000.00
Resident Communications	10,000.00		1	1	10,000.00
Special Needs Support	5,000.00		1	1	5,000.00
Subtotal					165,000.00
Total Combined Costs					1,068,614.00

***Note:**

- **1BR** – Cost includes packing the unit at Sykes and delivering all belongings to storage.
- **2BR** – Cost includes packing the unit at Sykes and delivering all belongings to a private landlord unit.
- In both cases, the cost also covers retrieving items from storage and delivering them to the renovated unit at Sykes.

Estimated Relocation Costs – Worst Case Scenario

Sykes Relocation Budget				Worst Case Scenario - all 1BR at Extended Stay	
	Cost	Cost Per Unit (Per Month)	Duration (Months)	Total Units	Total Project Cost
Professional Movers					
1BR- Move Out of Sykes	2,033.50	2,033.50	1	77	156,579.50
2BR- Move Out of Sykes	3,332.50	3,332.50	1	7	23,327.50
Subtotal				84	179,907.00
1BR- Return Post Renovation	2,033.50	2,033.50	1	77	156,579.50
2BR- Return Post Renovation	3,332.50	3,332.50	1	7	23,327.50
Subtotal				84	179,907.00
Temporary Destination Costs					
1BR- NHRA Portfolio	-	-			
1BR- Private Landlord	1,500	1,500			
1BR- Extended Stay	75	2,288	4	77	704,550.00
2BR- NHRA Portfolio	-	-			
2BR- Private Landlord	2,000	2,000	17	2	68,000.00
Subtotal					772,550.00
Storage Facility					
Cost only for residents staying at Extended Day	84	84	4	77	25,872.00
Subtotal					25,872.00
Relocation Consultant					
JG Workforce	150,000.00		1	1	150,000.00
Resident Communications	10,000.00		1	1	10,000.00
Special Needs Support	5,000.00		1	1	5,000.00
Subtotal					165,000.00
Total Combined Costs					1,297,364.00

*Note:

- **1BR** – Cost includes packing the unit at Sykes and delivering all belongings to storage.
- **2BR** – Cost includes packing the unit at Sykes and delivering all belongings to a private landlord unit.
- In both cases, the cost also covers retrieving items from storage and delivering them to the renovated unit at Sykes.

Estimated Relocation Costs – Scenario Presented 3.26.2025

Sykes Relocation Budget				Presented 3.26.25 - Some NRHA Portfolio for 1BRs	
	Cost	Cost Per Unit (Per Month)	Duration (Months)	Total Units	Total Project Costs
Professional Movers					
1BR- Move Out of Sykes	2,033.50	2,033.50	1	77	156,579.50
2BR- Move Out of Sykes	3,332.50	3,332.50	1	7	23,327.50
Subtotal				84	179,907.00
1BR- Return Post Renovation	2,033.50	2,033.50	1	77	156,579.50
2BR- Return Post Renovation	3,332.50	3,332.50	1	7	23,327.50
Subtotal				84	179,907.00
Temporary Destination Costs					
1BR- NRHA Portfolio	-	-		54	0
1BR- Private Landlord	1,500	1,500			
1BR- Extended Stay	75	2,288	4	23	210,450.00
2BR- NRHA Portfolio	-	-			
2BR- Private Landlord	2,000	2,000	17	2	68,000.00
Subtotal					278,450.00
Storage Facility					
Cost only for residents staying at Extended Day	84	84	4	23	7,728.00
Subtotal					7,728.00
Relocation Consultant					
JG Workforce	150,000.00		1	1	150,000.00
Resident Communications	10,000.00		1	1	10,000.00
Special Needs Support	5,000.00		1	1	5,000.00
Subtotal					165,000.00
Total Combined Costs					803,264.00

***Note:**

- **1BR** – Cost includes packing the unit at Sykes and delivering all belongings to storage.
- **2BR** – Cost includes packing the unit at Sykes and delivering all belongings to a private landlord unit.
- In both cases, the cost also covers retrieving items from storage and delivering them to the renovated unit at Sykes.

EXHIBIT A - General Information Notice

[Date]

Sykes Mid-Rise Apartments
555 East Liberty Street
Norfolk, VA 23523

RE: General Information Notice Regarding Relocation

Dear [Resident's Name]:

The [entity] is renovating the Sykes Apartment Building at 555 E Liberty St, Norfolk, VA 23523. This project, part of the Rental Assistance Demonstration (RAD) Program, may involve temporary relocation of residents to facilitate these improvements.

THIS IS NOT A NOTICE TO VACATE YOUR APARTMENT

This notice is to inform you that you may be temporarily relocated as part of this renovation project. If you qualify as a displaced person under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), you may be eligible for relocation assistance, including:

1. **Relocation advisory services**, such as assistance in identifying comparable temporary housing that meets your needs.
2. **At least 90 days' advance written notice** of the date you will be required to move.
3. **Assisted packing and moving services**, provided by professional moving vendors to facilitate your relocation to comparable temporary housing.
4. **Right to return** to a newly renovated unit, at the existing property, once construction is completed.

Comparable Housing:

You will be offered comparable temporary housing during the renovation. Comparable housing will be safe, sanitary, and suitable for your needs, located within reasonable proximity to the Sykes Apartment Building. This ensures that you have stable accommodations during the renovation process.

Additionally:

- You will not be required to move permanently unless comparable housing is made available.
- If you are an alien not lawfully present in the United States, you are generally ineligible for relocation assistance, unless ineligibility results in exceptional hardship to a qualifying spouse, parent, or child.

Important Notes:

- Continue to pay rent and fulfill lease obligations to remain eligible for relocation assistance.
- Do not move without consulting NRHA, as premature relocation may impact your eligibility.

You also have the right to appeal any determination regarding your eligibility for assistance. This RAD transaction will be carried out in compliance with all fair housing and civil rights laws. Residents with disabilities may request reasonable accommodations to support them during relocation.

NRHA is committed to minimizing disruption and ensuring a smooth transition for all residents during this process. If you have questions or need additional information, please contact:

[Name]

[Title]

[Phone Number]

[Email Address]

Thank you for your cooperation and understanding as we work to enhance the Sykes Apartment Building community.

Sincerely,

[Title]

cc: A copy of this letter is required in your resident case and relocation file. This notice was delivered (e.g., personally served or certified mail, return receipt requested) – and the date of delivery.

EXHIBIT B - 90-Day Notice with Eligibility for Benefits

[Date]

Sykes Mid-Rise Apartments
555 East Liberty Street
Norfolk, VA 23523

RE: 90-Day Notification to Relocate

[Insert Name of Development Partnership] is renovating Sykes Mid-Rise Apartments, and as part of this process, you will be temporarily relocated to an alternative housing unit. Once renovations are complete, you will have the right to return to a newly renovated unit, provided you meet the eligibility requirements under the program.

You are not required to move at this time.

This notice serves as a 90-day advance notification of your future relocation. You will receive further written notification specifying the exact date by which you must move.

When your relocation date is confirmed, you will be entitled to relocation reimbursement and assistance in accordance with the project's funding guidelines.

The effective date of this notice is **[Date]**, and the relocation will not occur sooner than 90 days from this date. Our team will continue providing relocation advisory services to support you in finalizing your moving plans.

You are eligible for relocation assistance, and every resident is entitled to post-relocation advisory services to ensure a smooth transition and successful return to their newly renovated home. If you are currently under eviction proceedings, your eligibility for relocation assistance will depend on the outcome of the case.

If you wish to appeal relocation payments or any other relocation-related decisions, you have the right to do so. Please note that if you move before receiving an official notice to vacate, your eligibility for relocation assistance may be denied.

If you have any questions, please contact **[Name]**, **[Title]**, at **[Phone]** or **[Email]**.

Sincerely,

[Authorized Representative Name]

[Title]

[Organization Name]

cc: A copy of this letter is required in your **resident case and relocation file**. This notice was delivered **(e.g., personally served or certified mail, return receipt requested) – and the date of delivery.**

EXHIBIT C - 30-Day Move-Back Notice

[Date]

Sykes Mid-Rise Apartments
555 East Liberty Street
Norfolk, VA 23523

RE: 30-Day Notice to Move Back to a Renovated Unit

Dear [Resident's Name],

We are pleased to inform you that your newly renovated unit at Sykes Mid-Rise Apartments will soon be available. As part of our resident reintegration commitment, you are eligible to return to your assigned unit.

This notice serves as an official notification that your move-back date will be no sooner than 30 days from the date of this letter.

Key Details:

- **Move-In Date:** [Insert Date]
- **Unit Assignment:** [New Address or Unit Number]
- **Moving Assistance:** NRHA will provide necessary relocation assistance to facilitate your transition back into your home.

Everyone moving back to a renovated unit will receive relocation assistance. Additionally, every resident is entitled to post-relocation advisory services to help ensure a successful transition and acclimation to their new home.

If you require assistance with moving logistics or have any concerns about your return, please contact [Name], [Title], at [Phone] or [Email].

Thank you for your patience and cooperation throughout the renovation process. We look forward to welcoming you back to your newly improved home at Sykes Mid-Rise Apartments.

Sincerely,

[Authorized Representative Name]

[Title]

cc: A copy of this letter is required in your resident case and relocation file. This notice was delivered (e.g., personally served or certified mail, return receipt requested) – and the date of delivery.

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

Sykes Midrise Apartments 555 E Liberty St Norfolk, VA 23523

Is Located in a 2025 Qualified Census Tract

Overview of 2024 and 2025 Small DDAs and QCTs

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

Current zoom: 13

Select Year:

☒ 2025 ☐ 2024

Select Layer(s):

☒ LIHTC Projects (Zoom 11+)

☒ FMR Outlines (Zoom 4+)

☒ Difficult Development Areas (Zoom 7+)

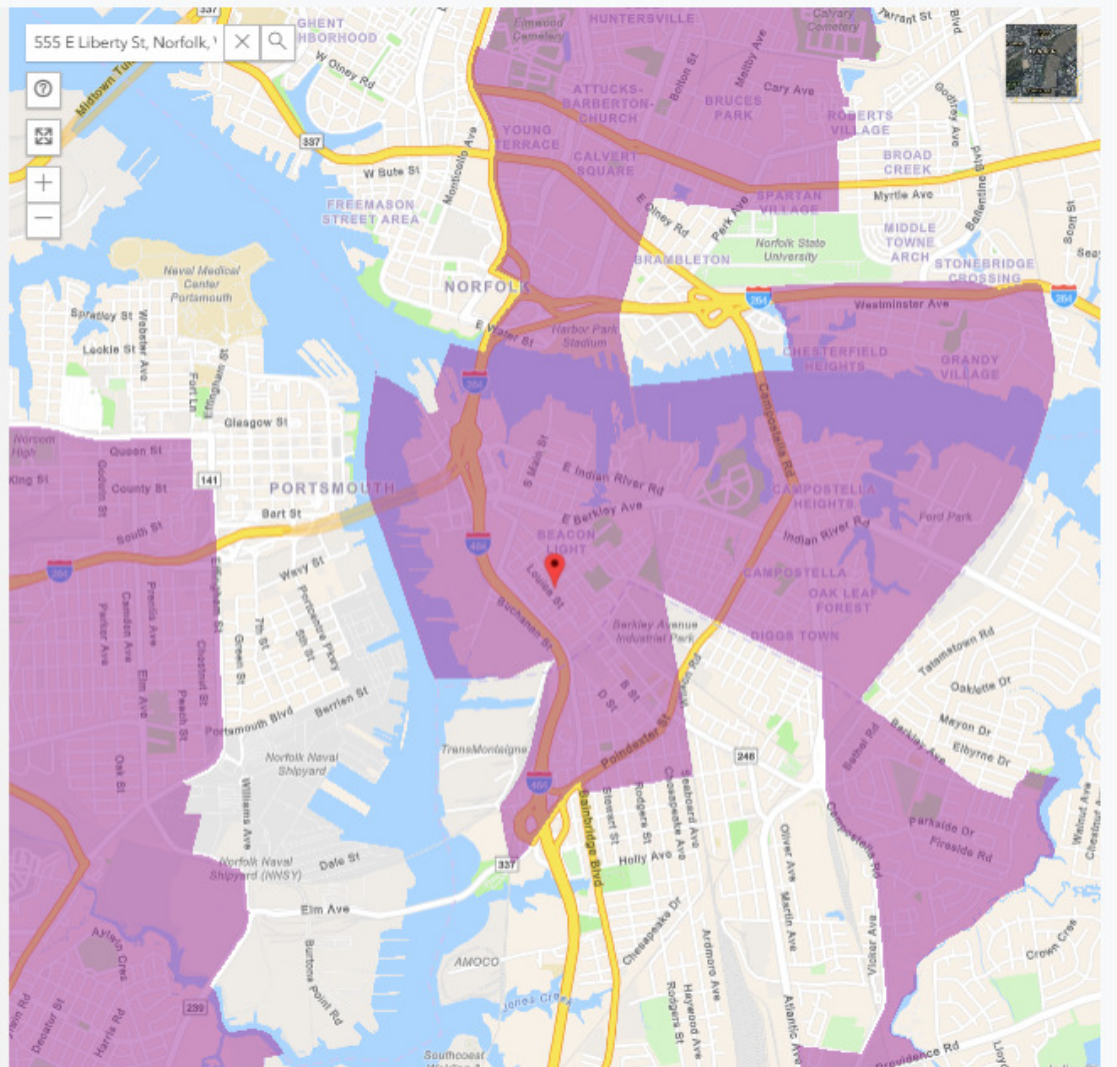
Non Metro Difficult Development Areas

Small Difficult Development Areas

☒ Color QCT Qualified Tracts (Zoom 7+)



☒ Tracts Outline (Zoom 11+)



Tab L:

PHA / Section 8 Notification Letter

Not Applicable because the applicant has 100% project-based Section 8 or project-based vouchers.

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

Not Applicable, Applicant is not a Homeownership
project

Tab O:

Plan of Development Certification Letter



Plan of Development 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. 'Local Certification' section must be completed by the appropriate local official.
2. 'Development Description' must be provided by the Owner.
3. 'Legal Description' should correspond to the site control document in the application.
4. 'Other Descriptive Information' should correspond with information in the application.

Any change in this form may result in a **reduction of points** under the scoring system.

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

Plan of Development Certification

DATE: 4/7/2020

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

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: Sykes Midrise Apartments
Name of Owner/Applicant: Norfolk Redevelopment and Housing Authority
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:

555 E., Liberty Street
Norfolk, VA 23523

Legal Description:

ALL THAT certain lot or parcel of land known as Sykes Apartments, located in the City of Norfolk,
Virginia at 555 E. Liberty Street, containing 100,572 square feet of land, more or less, being
bounded on the northeast by Liberty Street, the southeast by Culpepper Street, the southwest by
Fluvanna Street and on the northwest by Rockingham Street.

Plan of Development Number: Not applicable

Proposed Improvements:

New Construction:	# Units	_____	# Buildings	_____	Total Floor Area	_____
Adaptive Reuse	# Units	_____	# Buildings	_____	Total Floor Area	_____
Rehabilitation:	# Units	<u>84</u>	# Buildings	<u>1</u>	Total Floor Area	<u>73896</u>

Other Descriptive Information:

Substantial rehabilitation of 84 residential units under HUD's RAD (Rental Assistance Demonstration) program.

No building footprint expansion, no impervious surface increase, and land disturbance under 2,500 sq ft.

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: _____

Signed

Jeremy Sharp

Printed Name

Zoning Administrator

Title

757-439-4833

Phone

4/7/2025

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

Tab P:

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

Not Applicable - No Zero Energy or Passive House
past experience for this developer

Tab Q:

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



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

March 27, 2025

Mr. Nathan Simms
Executive Director
555 E. Main Street
Norfolk, VA 23510
Norfolk Redevelopment and Housing Authority

Re: Sykes Apartments Redevelopment, Norfolk, VA
PIC No.: VA006000021

Dear Ms. Smith,

The HUD Office of Recapitalization (“Recap”), and Office of Public and Indian Housing’s (“PIH”) Special Application Center (“SAC”), understand that your organization is applying for an allocation of 2025 4% Low Income Housing Tax Credits (“LIHTC”) from the Virginia Housing Finance Agency (“HFA”) for the redevelopment of the 84 public housing units at Sykes Apartments via Rental Assistance Demonstration (“RAD”) program (the “Project”). As such, you have requested a letter from Recap and the SAC that confirms that the Project will likely have sufficient commitment of rental assistance and that the rent levels provide for deep rental assistance. As noted below, since issuance of the Commitment to Enter into a Housing Assistance Payments (“CHAP”) Contract on October 28, 2024 and the Project has been and remains eligible to receive rental assistance for the public housing units by operation of the CHAP, PIH Notice 2024-40 (known as the “Rental Assistance Demonstration (RAD)/Section 18 Blend Notice”), and Notice H-2019-09 PIH-2019-23 Revision 4 (and all subsequent revisions), and upon processing of the administrative requirements of the RAD and Section 18 programs.

H-2019-09 PIH-2019-23 (HA), Rental Assistance Demonstration REV-4 – Final Implementation, dated September 15, 2019 (“RAD Notice”), establishes HUD authority to allow a PHA to combine the RAD and Section 18 programs towards the long-term preservation of a project. When permitted, a PHA submits a RAD application for all units in a project. Once HUD confirms that the PHA is eligible to combine RAD with Section 18, HUD will offer the PHA a streamlined process for getting HUD approval for the units eligible for Section 18 concurrently with its RAD conversion.

At the time of the CHAP issuance, the PHA was eligible for the RAD/Section 18 Construction Blend, pursuant to Section 3.B.1 of the HUD issued PIH Notice 2024-40 of December 26, 2024, which has since been revised by the “Supplemental” RAD Notice in Section

1.5.B.2.d. Thus, the PHA is eligible to dispose of up to ninety percent (90%) of the PHA's units in the Project through Section 18. All units under this blend are required to be assisted with Section 8 project-based assistance after the conversion/removal of the units from the public housing program. At the RAD conversion, the PHA proposes to convert nine (9) units (10%) as RAD Project Based Vouchers ("PBV") and dispose of its remaining seventy-five (75) units (90%) to Tenant Protection Vouchers ("TPV"). All assistance converting under a RAD/Section 18 Blend will be placed under a single RAD PBV form of HAP contract upon conversion, be subject to a single RAD Use Agreement, and be governed by the terms of the RAD Notice for RAD PBV. Although the PHA was eligible for the indicated RAD / Section 18 Blend at CHAP issuance, the current RAD Notice requires a full review of your Financing Plan before a RAD Conversion Commitment (RCC) confirming final project eligibility of the RAD / Section 18 Blend is issued.

When the Project receives its RAD Conversion Commitment ("RCC") from Recap the SAC will send the PHA its Section 18 approval letter, indicating the maximum number of TPV units the PHA is eligible for. HUD will not automatically issue TPVs to the PHA as part of the RAD or Section 18 approval. Instead, Recap will apply on behalf of the Department separately for TPVs in accordance with PIH Notice 2024-40 or the successor PIH funding notice for the Housing Choice Voucher (HCV) program.

The length of the RAD PBV HAP contract is determined by the PHA per 24 CFR § 983.205, as amended by the implemented provisions of the Housing Through Modernization Act (HOTMA) of 2016 § 106. Please see PIH Notice 2017-21 Att. G and note that per Notice PIH 2024-19 dated June 5, 2024, HUD will issue one or more comprehensive HOTMA voucher final rule implementation notice(s) and update PIH Notice 2017-21 at a later date, in order to conform to the HOTMA voucher final rule that was published on May 7, 2024. A PHA may enter a new PBV HAP Contract with an Owner with an initial term of up to 20 years. Any PBV HAP Contract within the initial term between the PHA and the Owner may mutually agree to extend the contract for up to the maximum contract term of 20 years. The Norfolk Redevelopment & Housing Authority has requested a 20-year PBV HAP Contract.

Section 1.6.B.5.g of the RAD Notice allows HUD to produce a single, blended rent schedule for all units resulting from a RAD/Section 18 Blend. The rent schedule will be calculated as the unit-weighted average contract rent by bedroom of (i) the Converting Public Housing Assistance using the RAD rents based on their "RAD rent base year" described in Attachment 1C, and (ii) the Converting TPV Assistance using the lower of 110% of the applicable FMR (or approved exception payment standard) minus any Utility Allowance or the Reasonable Rent.

Below is an estimate of the RAD contract rent schedule if the Project is approved by HUD for a RAD 10% / Section 18 90% Construction Blend for 84 units. This document does not represent an official determination of the blended rents. The final blended rents will be confirmed by HUD upon the submission of a complete RAD Financing Plan by the Norfolk Redevelopment

and Housing Authority, subsequent issuance of an amended CHAP award, and RAD Conversion Commitment (RCC). The estimated rents are subject to the following conditions:

- HUD must confirm at the submission of the RAD Financing Plan that the Project meets the eligibility requirements for the proposed type of RAD/Section 18 Blend and determine how many units at the Project are eligible for Tenant Protection Vouchers (TPVs).
- Changes in the number of units converting, unit mix, utility allowances and/or utility responsibilities, reasonable rents, and FMRs may impact the calculation.
- The Dublin Housing Authority must submit all documents and certifications necessary to implement the RAD conversion as described in the RAD Notice and must meet the requirements contained in the RAD Notice.

Estimated RAD/Section 18 Blended Rent Schedule

The Contract Rents set forth below for the Project are based on Fiscal Year 2025 Federal Appropriations and assumptions regarding applicable PBV rent caps (RAD Notice Section 1.6.B.7.h).

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
77	1	\$1620	\$0	\$1620
7	2	\$1866	\$0	\$1866

Housing authorities that are scheduled to receive an ongoing DDTF subsidy for an approved Section 18 action that was not part of the Converting Project may choose to forego any ongoing DDTF for the purpose of offsetting an increase to the initial RAD rent. In the case of RAD/Section 18 Blends, DDTF for which the housing authority would become eligible for the units approved under Section 18 will immediately be cancelled and used to offset an increase to the initial RAD rents for the Project that results from the RAD/Section 18 Blend, unless the resulting RAD rent would exceed the initial PBV contract rent cap or HUD determines the Section 18 units would not have been eligible for DDTF. In these cases, HUD will reduce the number of units for which DDTF will be cancelled.

The rents are subject to an annual increase by the Operating Cost Adjustment Factor (OCAF). Note that the Project qualifies for Section 18 disposition except if there are insufficient appropriations to fund the Tenant Protection Vouchers (TPV) account. This concern is neither expected to occur, nor historically has been experienced.

Please address any questions about this letter to Kara Williams-Kief, Housing Senior Advisor, by email at Kara.S.Williams-Kief@hud.gov.

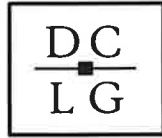
Sincerely,

JAMES ISAACS	Digitally signed by JAMES ISAACS Date: 2025.03.27 12:26:03 -05'00'
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James Isaacs
Acting Director, Special Applications Center (SAC)
Office of Public and Indian Housing

JOHN ARDOVINI	Digitally signed by: JOHN ARDOVINI DN: CN = JOHN ARDOVINI C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Housing Date: 2025.03.24 16:19:38 -04'00'
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John Ardovini
Transaction Division Director
Office of Recapitalization



Delphine Carnes Law Group, PLC
Affordable Housing ■ Project Finance

April 28, 2025

United States Department of Housing and Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410

Re: Project Name: Sykes Mid Rise Apartments
Location: Norfolk, Virginia

Ladies and Gentlemen:

We serve as counsel to Norfolk Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (“NRHA”), in connection with the conversion of eighty four (84) existing rental housing units known as Sykes Mid Rise Apartments (the “Units”) from Low-Income Public Housing (“LIPH”) units to Section 8 Project-Based Voucher (“PBV”) units through a RAD/Section 18 Blend (the “RAD/Section 18 Blend”) (collectively, the “Project”).

In rendering this opinion we have examined the Cooperation Agreement between NRHA and the City of Norfolk, Virginia (the “City”) dated September 1, 2015 (the “Agreement”). For purposes of this opinion, we have assumed that:

- (a) The execution and delivery of the Agreement have been duly authorized by all necessary actions of any parties other than NRHA; and
- (b) All natural persons who were signatories of the Agreement were legally competent at the time of execution; all signatures on the Agreement (on behalf of parties other than NRHA) are genuine; and the copies of all documents submitted to us are accurate and complete and conform to originals.

The Agreement establishes NRHA’s eligibility to pay PILOT instead of state and local property taxes on its properties. The Agreement provides:

. . . with respect to any Project . . . NRHA shall make annual payments (herein called “Payments in Lieu of Taxes”) in lieu of taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

Agreement, Section 3(a). The Agreement defines Project to mean “any tax-exempt affordable housing hereafter developed and/or operated as an entity by or through NRHA with federal, state or local financial assistance, including but not limited to, financial assistance through the United States Department of Housing and Urban Development (“HUD”) and/or any other comparable or successor organizations.” Agreement, Section 1(a).

In the instant case, the Units have been conveyed to a special purpose entity in connection with a previously approved Low-Income Housing Tax Credit transaction and will be converted from LIPH to PBV. NRHA will continue to own and operate the Units once converted to PBV, either itself directly or through an entity it creates and owns. The Units will be converted to PBV units through the RAD/Section 18 Blend (the “Conversion”) pursuant to which NRHA will receive Housing Payment Assistance from HUD under a new contract rather than the operating fund and capital fund subsidies received prior to the Conversion.

The language of the Agreement is very broad and specifically includes not only units owned by NRHA, but also units “developed and/or operated” by NRHA. The definition of Project in the Agreement suggests that a project which, as here, is owned by a separate entity should still be eligible for PILOT provided it is “developed by or through NRHA with federal, state or local financial assistance, including but not limited to, financial assistance through the United States Department of Housing and Urban Development (“HUD”) and/or any other comparable or successor organizations .” *Id.*

The Agreement defines “shelter rent” as the amount of dwelling and non-dwelling rents paid by the tenants minus all dwelling and non-dwelling utilities paid by NRHA. Agreement, Section 1(c). The Agreement further provides:

If required, each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by NRHA or the entity that owns the Project in respect to such Project during such fiscal year, (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, or (iii) an amount determined and approved by City Council, whichever amount is the lower.

Agreement, Section 3(b). NRHA should be able to apply the same calculation to the Units following the Conversion.

Based on the foregoing, but subject to the assumptions, qualifications and limitations set forth herein, we are of the opinion that Payments in Lieu of Taxes ("PILOT"), pursuant to Section 15.1-5423 of the Code of Virginia, as amended, should apply to public housing units developed, acquired and/or owned by NRHA and should continue to apply to the Units after they have been converted to PBV units under the RAD/Section 18 Blend.

We express no opinion as to the laws of any jurisdiction other than the laws of the Commonwealth of Virginia and the laws of the United States of America. The opinions expressed above concern only the effect of the laws (excluding the principles of conflict of laws) of the Commonwealth of Virginia and the United States of America as currently in effect. We assume no obligation to supplement this opinion if any applicable laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

As of the date of this letter, we have not received any written confirmation or approval from the City of Norfolk with regard to our analysis of the Agreement. The opinions expressed herein are subject in all respects to any determination by the City of Norfolk regarding the applicability of PILOT to the Units.

This opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. This opinion is rendered solely for your benefit and no other person or entity shall be entitled to rely on any matter set forth herein without the express written consent of the undersigned. The opinion expressed herein is not to be used, circulated, quoted or otherwise referred to for any other purpose without our prior written consent.

Very truly yours,

Delphine Carter Law Group, P.C.

Tab R:

Documentation of Utility Allowance calculation

Tab R

Utility Allowance Documentation

Project Name: Sykes Mid Rise Apartments

Sponsor: Norfolk Redevelopment and Housing Authority (NRHA)

Application Type: 4% LIHTC – 2025 Submission

Description:

This section includes documentation confirming that, following the RAD/Section 18 rehabilitation, Sykes Mid Rise Apartments will operate with all utilities owner-paid.

The Utility Allowance Certification, executed by the Property Management Director, is provided below in accordance with Virginia Housing's 2025 Federal Housing Credit Manual requirements.



Nathan F. Simms Jr., *Executive Director*

Commissioners: Alphonso Albert, *Chair* | Terreon Conyers, *Vice Chair*

Adam Casagrande | Amy Chudzinski | Earl P. Fraley Jr. | Elbert Louis | Elsie Mayo | William Miller | Philip Smith, M.D.

Utility Allowance Certification

Sykes Mid Rise Apartments

Project Information:

- **Project Name:** Sykes Mid Rise Apartments
- **Location:** Norfolk, Virginia
- **Application Type:** 4% LIHTC – 2025 Submission

Certification Statement:

The undersigned hereby certifies the following regarding utility services for Sykes Mid Rise Apartments:

1. Post-RAD Conversion Utilities:

Following the RAD/Section 18 rehabilitation and conversion, Sykes Mid Rise Apartments will be a Project-Based Voucher (PBV) community.

The property will operate with the owner paying the costs of all utilities associated with residential units, including:

- Heating (electric)
- Cooking (electric)
- Water heating (gas-fired central system)
- Other essential electricity usage (lighting, appliances)

2. Utility Type Confirmation:

Based on the project's construction documents and mechanical and plumbing specifications:

- All heating is provided by electric heat pumps and electric-resistance wall mounted unit heaters.
- All cooking is performed using electric ranges (Frigidaire Model FCFE3083AS).
- Domestic hot water is provided by a centralized gas-fired water heating system serving the residential units.




3. Utility Allowance Submission:

As the property will be fully owner-paid for utilities, no tenant-paid utility allowances are applicable.

Accordingly, the Utility Allowance section of the LIHTC application reflects **\$0.00** allowances for all categories.

This is consistent with Virginia Housing's 2025 Federal Housing Credit Manual guidance.

Authorized Representative:

Name	Title	Organization	Signature	Date
Brenda Fleming	Property Management Director	Norfolk Redevelopment and Housing Authority		4/20/25





Nathan F. Simms Jr., *Executive Director*

Commissioners: **Alphonso Albert**, *Chair* | **Terreon Conyers**, *Vice Chair*

Adam Casagrande | Amy Chudzinski | Earl P. Fraley Jr. | Elbert Louis | Elsie Mayo | William Miller | Philip Smith, M.D.

April 29, 2025

Virginia Housing
601 S. Belvidere Street
Richmond, VA 23220

RE: Vacancy Rate – Sykes Midrise Apartments

To Whom It May Concern:

Sykes Midrise Apartments will operate under a 100% Project-Based Voucher (PBV) Housing Assistance Payments (HAP) contract. Under HUD regulations, owners of PBV units are eligible to receive vacancy payments for up to 60 days, provided that the owner is actively marketing the unit and the vacancy is not the owner's fault. This vacancy payment feature significantly reduces the owner's economic exposure to vacancy loss compared to market-rate properties.

In recognition of the guaranteed rent payments associated with the HAP contract and in accordance with standard HUD and FHA underwriting practices, Sykes Midrise Apartments will utilize a 5% vacancy and collection loss assumption in the LIHTC application. This adjustment appropriately reflects the reduced vacancy risk compared to developments without a full project-based subsidy.

Thank you for your consideration.

Sincerely,
Norfolk Redevelopment and Housing Authority

A handwritten signature in black ink that reads "Brenda Fleming".

Brenda Fleming
Director of Property Management



Tab S:

Supportive House Mandatory
Certification and Documentation

Not Applicable - Applicant not a Supportive Housing Project

Tab T:

Funding Documentation



April 29, 2025

Cori Hines
Norfolk Redevelopment and Housing Authority
555 E. Main Street, Room 1603
PO Box 968 | Norfolk, VA 23510

Re: Construction and Permanent Loan Financing for Sykes Midrise (the "Project"), a 84-unit Low Income Housing Tax Credit Project located in Norfolk, Virginia.

Dear Mr. Hines,

Berkadia Commercial Mortgage LLC ("Berkadia") is pleased to provide you with this commitment letter to provide construction and permanent financing on the above-referenced project.

The terms shown below are based largely upon the attached representations and information provided by you with regard to estimates of project costs, project income and expense figures, the limited market area data currently available to us, and the interest rate environment prevailing as of this date. Berkadia has reviewed the proposed rents and operating expenses utilized in preparing the operating budget. As of the application submission date, the financing source is either under consideration or has been approved as stated in this letter.

Permanent Loan Financing

Lender:	Berkadia Commercial Mortgage LLC
Borrower:	VoP Limited Dividend Housing Association, LLC
Loan Amount:	\$9,350,000 (As high as \$10.3 million if needed)
Term/Amortization:	16 years / 40-year amortization thereafter (Freddie/Fannie) - 40 years / 40-year amortization (FHA)
Interest Rate:	5.74% - 6.09%, (Actual rates are subject to daily fluctuations). The Interest Rate shall be fixed and locked prior to the closing of the mortgage.
Debt Service Coverage:	1.15x
LTV Sizing Constraint:	90%
Security:	A first mortgage lien on the property and the Project; a first assignment of rents and leases on the property or the Project; a senior security interest in Borrower's furnishings, fixtures, and equipment and Borrower's other tangible and intangible personal property acquired from, used in connection with or arising from the development, construction, use or operating of the property or the Project; an assignment of all construction contracts and contracts for other professional services engaged in or for the project; an assignment to Berkadia of any distribution rights of the Borrower and the General Partner(s) by way of their respective general partnership interests in the property and the Project.

Prepayment: Freddie/Fannie: Lockout for 10yrs, Yield Maintenance for 5.5 years; 1% penalty thereafter; open to prepayment without penalty during the last 3 months of the term. Alternative structures available.

FHA: 10-year stepdown (10%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, Clear)

Loan Fees: Freddie/Fannie
Origination Fee - 1% of the Loan Amount, subject to a \$25k minimum.
Application Fee - \$25,000 (includes third party report costs, processing fee and Lender legal deposit)
Agency Standby Fee - 15bps of the Loan Amount per year of the Forward Period
Conversion Assurance Fee - 5% of loan amount in the form of promissory note executed by the borrower in favor of the lender
Permanent Loan Conversion Fee - \$10,000
Lender Legal at Conversion - \$20,000

FHA
Origination Fee – 1.5% of the Loan Amount (Financing Fee, GNMA Placement Fee, Lender Legal)
MIP – 0.15% of loan amount
Application Fee – 0.10% of loan amount
Inspection Fee – 0.50% of loan amount

Escrows: Lender will escrow for taxes, insurance and replacement reserves on an annual basis during the Loan term.

Construction Loan Financing and Equity Bridge Loan

Construction Loan Amount (tax exempt): \$15,500,000 – 6.5% interest rate, 36-month term, full recourse

Equity Bridge Loan (taxable tail): \$2,450,000 – 7.5% interest rate, 36-month term, full recourse

Loan Closing Conditions:

The Borrower shall pay all costs and fees incident to the processing and closing of the construction and permanent financing including (without limitation) title insurance premiums; recording and settlement costs; costs of survey; fees and expenses of environmental, engineering, architectural, accounting, legal, and other professionals providing services to the Borrower; hazard insurance premiums, and payment of any amounts due to deliver interest rate. The Borrower shall pay such costs regardless of whether or not the financing is closed and funded.

Prior to a loan closing, Borrower and/or Guarantors will be required to comply with and meet Berkadia's pre-closing conditions specified for this loan. Said pre-closing conditions would be contained in a final Berkadia commitment letter which, if issued to Borrower at a future date, would contain, but not be limited to, Berkadia's

review and acceptance of items including the final underwriting, conditions of Borrower, and any other conditions which Berkadia or its legal counsel shall require.

You understand that the loan amounts and the other terms are only estimates based upon our preliminary analysis of the Project and the Borrower, that such loan amounts may increase or decrease, and that such terms may change, depending upon the final underwriting of the property and other applicable circumstances.

The terms and conditions of this letter will expire on December 31, 2025. We appreciate the opportunity to provide construction and permanent financing for your project and look forward to working with you on this transaction.

Thank you,
Berkadia Commercial Mortgage LLC



David Strachan
Managing 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 | Elsie Mayo | William Miller | Philip Smith, M.D.

April 28, 2025

Sykes Apartments, L.P.
555 East Main Street
Norfolk, Virginia 23510

Re: Financing Commitment, Sykes Mid Rise Apartments

Ladies and Gentlemen:

Subject to the terms and conditions set forth herein, Norfolk Redevelopment and Housing Authority ("NRHA") has approved and hereby issues its commitment (the "Commitment") to make a permanent loan in the principal amount of \$2,300,000 of Capital Fund Program funds (the "CFP Loan") to Sykes Apartments, L.P., a Virginia limited partnership (the "Partnership") to provide financing for the Sykes Mid Rise Apartments (the "Project").

The CFP Loan will bear interest at the rate of four and 86/100 percent (4.86%) per annum. Principal and interest payments shall be made from available cash flow and will be due in full upon transfer.

NRHA's Commitment to provide the CFP Loan is contingent upon (i) an award of Low Income Housing Tax Credits ("LIHTC") from Virginia Housing Development Authority ("VHDA") for the Project in the 2025 non-competitive round, (ii) receipt of a commitment from a LIHTC investor, (iii) the receipt of a commitment from VHDA for the issuance of tax-exempt bonds, and (iv) execution of loan documents acceptable to NRHA, in its sole discretion. The Partnership may not assign this Commitment without the prior written consent of NRHA, which consent shall be in NRHA's sole and absolute discretion.

We are looking forward to working with you.

Sincerely,

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 | Elsie Mayo | William Miller | Phillip Smith, M.D.

April 28, 2025

Sykes Apartments, L.P.
555 East Main Street, 16th Floor
Norfolk, VA 23510

Seller Financing Commitment Letter

Dear Sir:

Norfolk Redevelopment and Housing Authority ("NRHA") has received your request and is pleased to offer you the following commitment (the "Commitment") for a loan (the "Loan"). The terms and conditions of the Commitment are as follows:

1. Borrower: Sykes Apartments, L.P.
2. Purpose: Borrower intends to lease certain property from NRHA and to acquire from NRHA the improvements thereon located in the City of Norfolk, Virginia for a purchase price of \$7,450,000 the real property being more particularly described and identified on Exhibit A attached hereto and the improvements thereon being more particularly described and identified on Exhibit B attached hereto (collectively, the "Property"), for the substantial rehabilitation and operation of an affordable housing complex (collectively the "Project"). Construction and permanent financing is to be provided through the syndication of Low-Income Housing Tax Credits allocated by the Virginia Housing Development Authority ("VHDA") (the "Tax Credits") and certain tax-exempt bonds issued by NRHA. The Loan shall constitute additional funding to support the acquisition of the property and shall be used for the purpose of acquiring the improvements identified on Exhibit B.
3. Collateral: The Loan shall be secured by a lien on all of the Borrower's interest in the Property. The lien and security provided by Borrower in favor of NRHA shall be subordinate to any instruments in favor of VHDA securing financing and/or compliance with regulatory requirements and shall be subordinated to any instruments securing other debt financing obtained for the purpose of performing substantial rehabilitation of the Project, all of which shall be subject to NRHA's prior review and approval.
4. Amount: The principal amount of the Loan shall be Six Million Seven Hundred Five Thousand and 00/100 Dollars (\$6,705,000.00).
5. Advances: N/A
6. Interest Rate: The interest rate on the Loan shall be the greater of (i) 4.86% per annum, compounding annually, or (ii) the highest Applicable Federal Rate (which is defined as the long-term annually compounding applicable federal rate published by the Internal Revenue Service).
7. Repayment Terms: The Loan principal shall amortize over a thirty (30) year amortization schedule. Payments of principal and interest on the Loan shall be payable to the extent of available cash



flow as provided in the Agreement of Limited Partnership, as the same may be amended from time to time. Notwithstanding the foregoing, the entire amount of unpaid principal and accrued interest shall be due and payable on that date which is thirty (30) calendar years from the date of the Loan. NRHA agrees that it shall adjust the amortization schedule and/or the term of the Loan upon Borrower's request if an adjustment is required to permit syndication of the Tax Credits or to facilitate the use of tax-exempt revenue bonds.

8. Prepayment: NRHA shall charge no prepayment penalty should Borrower choose at any time to prepay part or all of the remaining balance due on the Loan.

9. Documentation: Borrower shall execute and/or deliver to NRHA the following documents in connection with the Loan:

a. Promissory Note

b. Leasehold Deed of Trust/Deed of Trust

10. Tenant Certification: The Borrower shall have all tenant applicants certify, on such form as shall be satisfactory to NRHA, as to their incomes and other matters relating to their eligibility for occupancy of the units.

11. Assignment or Transfer of Commitment: This Commitment shall not be assignable or transferable by the Borrower without the prior written consent of NRHA.

12. Expenses: All expenses associated with the Loan are to be paid by the Borrower. These expenses shall include, but are not limited to, attorneys' fees, surveyor's fees, and all necessary recording fees.

13. Contingencies: This Commitment shall be subject to the following contingencies, all of which must be satisfied prior to closing on the Loan.

a. Borrower shall have obtained an allocation of Tax Credits from VHDA and firm commitments for additional financing, including tax-exempt bond financing, in an amount sufficient, when combined with the amount of the Loan, to complete the acquisition and rehabilitation of the project.

b. Borrower shall have syndicated the Tax Credits and the tax credit investor shall have issued a commitment to participate in the project, it being expected that the tax credit investor will be admitted into Borrower as a limited partner on or about the same date as the date of the Loan closing.

14. Term of Commitment: If accepted prior to the Expiration Date, this Commitment shall remain valid and binding for a period of twenty-four (24) months from the date hereof, subject to any extensions that NRHA may grant in its sole discretion. If closing has not occurred on the Loan by said date, this Commitment shall be deemed terminated and of no further force and effect.

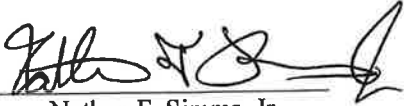
15. Waiver: NRHA reserves the right to waive any term or condition hereof in its sole discretion.

16. Third Parties: It is understood and agreed that the provisions of this Commitment are not intended, and shall not be construed, to benefit or protect any person or entity other than the parties hereto and their permitted successors and assigns.



Sincerely,

Norfolk Redevelopment and Housing Authority

By: 

Nathan F. Simms, Jr.

Title: Executive Director

Date: 4-28-2025

Sykes Apartments, L.P.,
a Virginia limited partnership

By: Sykes Apartments GP, L.L.C.,
a Virginia limited liability company
General Partner

By: Norfolk Redevelopment and Housing Authority
Member

By: 

Nathan F. Simms, Jr.

Title: Executive Director

Date: 4-28-2025



EXHIBIT A
PROPERTY DESCRIPTION

ALL THAT certain lot or parcel of land known as Sykes Apartments, located in the City of Norfolk, Virginia at 555 E. Liberty Street, containing 100,572 square feet of land, more or less, being bounded on the northeast by Liberty Street, the southeast by Culpepper Street, the southwest by Fluvanna Street and on the northwest by Rockingham Street.

LESS AND EXCEPT, any portion of the above described property that has been dedicated to the City of Norfolk for street purposes or for any public municipal purposes and/or as open space for recreation.



EXHIBIT B
IMPROVEMENTS
[Attached]



Tab U:

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

Tab U

Acknowledgement of Tenant's Right to Renter Education

Project Name: Sykes Mid Rise Apartments

Sponsor: Norfolk Redevelopment and Housing Authority (NRHA)

Application Type: 4% LIHTC – 2025 Submission

Description:

This section includes the required form acknowledging that tenants have been informed about Virginia Housing's free Renter Education Program. The program provides resources regarding tenant rights, responsibilities, and financial literacy to support successful and sustainable tenancy.

As part of the tenant onboarding and lease-up process following rehabilitation, each resident will be required to review these educational resources and sign an acknowledgment form.

A sample form has been provided below in accordance with Virginia Housing's 2025 Federal Housing Credit Manual requirements for Tab U.



Nathan F. Simms Jr., *Executive Director*

Commissioners: **Alphonso Albert**, *Chair* | **Terreon Conyers**, *Vice Chair*

Adam Casagrande | Amy Chudzinski | Earl P. Fraley Jr. | Elbert Louis | Elsie Mayo | William Miller | Philip Smith, M.D.

Acknowledgement of Tenant's Right to Renter Education Sykes Mid Rise Apartments

Virginia Housing provides free educational resources for renters to help them understand their rights and responsibilities, maintain successful tenancy, and improve financial literacy. These resources are available at:

www.virginiahousing.com/renters

As a resident of Sykes Apartments, I acknowledge that I have been informed of the availability of these resources and that I have been provided with information regarding Virginia Housing's Renter Education Program.

Resident Name: _____

Resident Signature: _____

Date: _____



Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

Prepare by and Returned to:
Delphine Carnes Law Group, PLC
101 W. Main Street, Suite 440
Norfolk, VA 23510

RIGHT OF FIRST REFUSAL AGREEMENT
(SYKES MID RISE)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **SYKES APARTMENTS, L.P.**, 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 **SYKES APARTMENTS GP, L.L.C.**, a Virginia limited liability company (the "Managing Partner"), **NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Investor Partner") and [_____] , a [_____] limited liability company (the "Special Partner"). The Managing Partner, the Investor Partner and the Special Partner are sometimes collectively referred to herein as the "Consenting Members". The Investor Partner and Special Partner are sometimes collectively referred to herein as the "Non-Managing Partners". 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 Partnership Agreement dated on or about the date hereof by and among the Consenting Members (the "Partnership Agreement"), is engaged in the ownership and operation of an eighty-four (84) unit apartment project for families located in Norfolk, Virginia and commonly known as "Sykes Mid Rise" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.

B. The Grantee is a member of the Managing Partner 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 Partnership 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 Partner (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 Partners 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 Partners. 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 Partners 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 Partner 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 Partner, 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 Partner as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Partners 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 Partnership Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Partnership 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 Partner 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

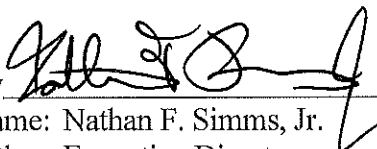
OWNER:

SYKES APARTMENTS, L.P.

a Virginia limited partnership

By: Sykes Apartments GP, L.L.C.,
a Virginia limited liability company
its General Partner

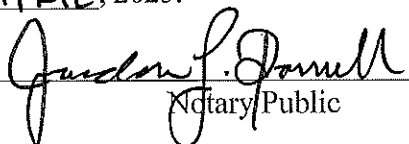
By: Norfolk Redevelopment and
Housing Authority, a political
subdivision of the Commonwealth of
Virginia, its Member

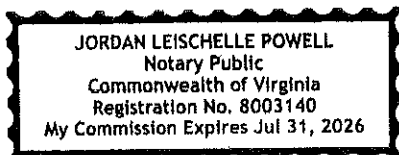
By: 
Name: Nathan F. Simms, Jr.
Title: Executive Director

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

I, JORDAN L. POWELL, a Notary Public in and for the City aforesaid, in the State 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, which is a member of Sykes Apartments GP, L.L.C., the General Partner of Sykes Apartments, L.P., whose name is signed as such to the foregoing writing bearing date of the 23 day of APRIL, 2025, has acknowledged the same before me in my City and State.

Given under my hand this 23 day of APRIL, 2025.

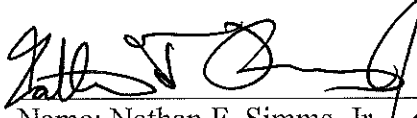

Notary Public



GRANTEE:

**NORFOLK REDEVELOPMENT AND
HOUSING AUTHORITY**, a political subdivision
of the Commonwealth of Virginia

By:



Name: Nathan F. Simms, Jr.

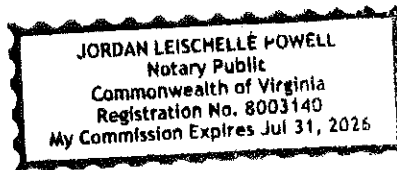
Title: Executive Director

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF NORFOLK)

On APRIL 23, 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: JULY 31, 2026

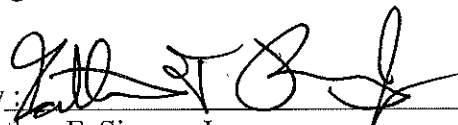
Registration No.: 8003140

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

MANAGING PARTNER:

SYKES APARTMENTS GP, L.L.C.,
a Virginia limited liability company
its General Partner

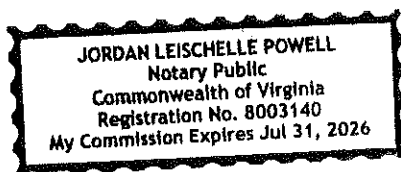
By: Norfolk Redevelopment and
Housing Authority, a political
subdivision of the Commonwealth of
Virginia, its Member

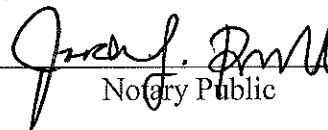
By: 
Name: Nathan F. Simms, Jr.
Title: Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

I, JORDAN L. POWELL, a Notary Public in and for the City aforesaid, in the State 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, Member Sykes Apartments GP, L.L.C., whose name is signed as such to the foregoing writing bearing date of the 23 day of APRIL, 2025, has acknowledged the same before me in my City and State.

Given under my hand this 23 day of APRIL, 2025.




Notary Public

Right of First Refusal Agreement
Sykes Mid Rise
Signature Page 4 of 4

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT certain lot or parcel of land known as Sykes Apartments, located in the City of Norfolk, Virginia at 555 E. Liberty Street, containing 100,572 square feet of land, more or less, being bounded on the northeast by Liberty Street, the southeast by Culpepper Street, the southwest by Fluvanna Street and on the northwest by Rockingham Street.

LESS AND EXCEPT, any portion of the above described property that has been dedicated to the City of Norfolk for street purposes or for any public municipal purposes and/or as open space for recreation.

Tab W:

Internet Safety Plan and Resident Information Form

Norfolk Redevelopment and Housing Authority
Sykes Midrise Apartments
Internet Security Plan

1. Property Overview

Property Name: Sykes Apartments

Location: Norfolk, Virginia

Total Units: 84

Internet Service Provider: Cox Communication

Free Wi-Fi Access Provided: Community Room (residents only)

In-Unit Access: Available via private subscription (not included in this plan)

2. Access Controls and Password Rotation

To ensure resident-only access to the community room Wi-Fi, the following protocols are in place:

- Wi-Fi Network Name (SSID): NRHA_Public
- Coverage Area: Community Room and adjacent common areas
- Access Restriction: Residents only; no guest access permitted
- Password Rotation: Monthly
- Distribution: Posted securely in the community room and available from property management upon request

3. Network Security Configuration

- Encryption Standard: WPA2
- Firewall: Enabled on router
- SSID Broadcasting: Enabled for ease of access
- MAC Address Filtering: Not enabled to allow resident convenience
- Vendor Maintenance: Conducted by approved internet service provider or NRHA technicians

4. Monitoring and Maintenance

- Responsible Entity: NRHA Information Technology Department
- Monthly Review: Conducted by property management for password updates and equipment checks
- Issue Escalation: Residents report problems to management; technical concerns are escalated to NRHA IT if needed

5. Resident Education and Acceptable Use

- Residents receive cybersecurity awareness materials and are required to follow acceptable use policies:
- Education Materials: "Introduction to Cyber Security" presents available in the managers office
- Prohibited Use Includes:
 - Illegal downloading

- Harassment or abuse via email or websites
- Access to obscene or copyrighted materials without authorization
- Confidential Information: Residents are advised not to transmit sensitive personal data over the network

6. Terms of Use and Legal Disclaimers

By using the service, residents agree to the following terms:

- No Guarantee of Service: The network is not guaranteed to be uninterrupted, error-free, or secure
- Use at Your Own Risk: Residents are responsible for protecting their own information and devices
- Unlawful Use Prohibited: Including but not limited to threatening, obscene, discriminatory, or copyright-infringing content
- No Commercial Use: The service is intended solely for personal residential use
- Network Monitoring: IP addresses, usage times, and activity may be logged and shared with law enforcement if required
- Termination Rights: NRHA may suspend or terminate access for violations of the policy
- Disclaimer of Liability: NRHA is not responsible for loss of data, damages to equipment, or service interruptions

7. Resident Acknowledgment and Responsibilities

- Each household will:
- Receive a copy of this Internet Security Plan
- Receive and sign a Resident Internet Acknowledgment Form, which is retained in the resident file
- Agree to report connectivity issues directly to the provider
- Accept responsibility for equipment damage or unauthorized removal

Acknowledgment Form Language:

This form is an Addendum and is hereby incorporated and made a part of the Lease Contract. By signing this Addendum, you acknowledge that your unit is equipped with Wi-Fi broadcasted service and that you have received the Resident Internet Education Information Manual from onsite management.

You acknowledge that this service may not be uninterrupted or secure, and that you agree not to use it for unlawful or inappropriate purposes. Management may terminate the service at any time. Equipment damage or unauthorized removal will be the resident's financial responsibility.

Internet Service Resident Acknowledgement Form

RESIDENT (s):	LANDLORD:	UNIT ADDRESS:
---------------	-----------	---------------

Resident Signature Date

Resident Signature Date

Resident Signature Date

Authorized Agent for Owner Date

Resident Signature Date

Resident Signature Date

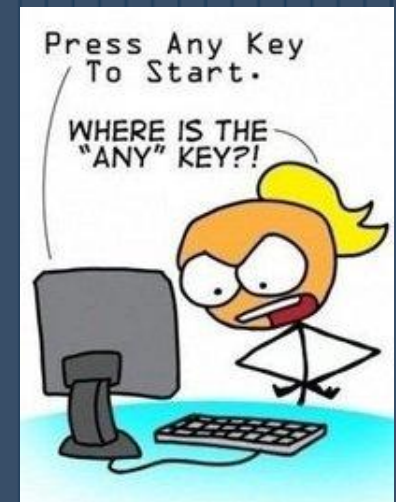
Resident Signature Date



Mark R. Herring
Attorney General
Commonwealth of Virginia
Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219
(804) 786-2071 (Telephone)
(804) 786-1991 (Facsimile)

Introduction to Cyber Security

Cyber Security Issues for Non-Technical Computer Users





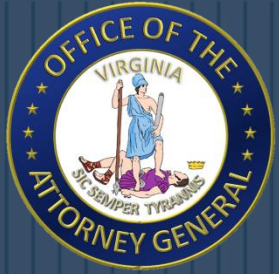
Overview

- ▣ About the OAG's Computer Crime Section
- ▣ What is Cyber Security?
- ▣ Virus Basics & Protecting Yourself
- ▣ Wireless Network Security
- ▣ Cloud Computing Security
- ▣ Mobile Device Security
- ▣ Geotagging
- ▣ Practicing Good Security Habits
- ▣ Additional Resources
- ▣ Contact Information



About the OAG's Computer Crime Section

- ▣ Formed in July 1999
- ▣ Investigates and Prosecutes under Virginia Computer Crimes Act 18.2-(152.1-152.16)
- ▣ Prosecuted Illegal Spamming (first law of its kind in U.S.)
- ▣ Prosecutes Child Pornography/Exploitation Cases
- ▣ Investigates and Prosecutes Identity Theft
- ▣ Assists Local, State, and Federal Law Enforcement as well as Prosecutors
- ▣ Coordinates VA's Internet Crime Fighting.



What is Cyber Security?





What is Cyber Security?

- ▣ Almost Everything Relies on Computers and the Internet Now:
 - Communication (e-mail, cell phones)
 - Entertainment (digital cable, mp3's)
 - Transportation (car engines, airplane navigation)
 - Shopping (online stores, credit cards)
 - Medicine (equipment, medical records)
- ▣ Cyber security involves protecting that information by Preventing, Detecting, and Responding to attacks on electronic data.



US-CERT

UNITED STATES COMPUTER EMERGENCY READINESS TEAM



What Can You Do?

- ▣ Protect Yourself by Recognizing the Following:
 - Identifying the Risks
 - Understanding the Terminology





What Are the Risks?

▣ Among These Dangers Are:

- Viruses erasing your entire system
- Someone breaking into your system and altering files
- Someone using your computer to attack others
- Someone stealing your credit card information and making unauthorized purchases.

▣ There's not a 100% guarantee you'll be protected, but there are steps you can take to minimize the chances.



Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504



Commissioners: **Alphonso Albert**, *Chair* | **Terreon Conyers**, *Vice Chair*

Adam Casagrande | Amy Chudzinski | Earl P. Fraley Jr. | Elbert Louis | Elsie Mayo | William Miller | Philip Smith, M.D.

Sykes Midrise Apartments Accessible Unit Marketing Plan

Project Name: Sykes Mid Rise Apartments

Location: 555 E. Liberty Street, Norfolk, VA 23510

Sponsor: Norfolk Redevelopment and Housing Authority (NRHA)

Date: April 26, 2026

Introduction:

Norfolk Redevelopment and Housing Authority (NRHA) has prepared this Accessible Unit Marketing Plan for the Sykes Midrise Apartments to support its RAD conversion and substantial rehabilitation efforts. This plan outlines NRHA's strategy to prioritize the right of return for existing residents, ensure accessible and universally designed units are fully utilized, and maintain compliance with HUD, Section 504, and Virginia Housing requirements. It reflects NRHA's commitment to fostering inclusive, affordable housing opportunities for elderly and disabled households in the City of Norfolk.

1. Purpose

This plan describes NRHA's approach for managing the marketing and leasing of 25 accessible (UFAS-compliant) units at Sykes Midrise Apartments following substantial rehabilitation through the RAD conversion process. The primary goal is to ensure the return of all existing residents, with marketing activities used only as needed to fill any vacant accessible units in accordance with NRHA's approved policies and procedures.

Sykes Midrise Apartments will consist of a total of 84 units, including:

- 25 UFAS (504-compliant) accessible units
- 55 Universal Design units
- 2 Audio/Visual (hearing or visually impaired) units (some serving dual purposes)

This configuration will ensure enhanced accessibility, usability, and aging-in-place opportunities for residents of all abilities.

2. Returning Residents Priority

- All existing Sykes Midrise residents have received General Information Notices (GINs) and will have the right to return to the property after the renovation.
- No resident will be displaced due to the RAD conversion or due to the implementation of accessible unit features.

- Each resident was individually assessed by NRHA's relocation consultants, and unit modifications have been tailored to meet the specific current needs of each existing resident.
- Residents will return to their same unit after rehabilitation, with the modifications designed to accommodate their individual needs.
- NRHA will implement an Elderly/Near-Elderly/Disabled occupancy preference as part of the RAD conversion, consistent with HUD approvals.

3. Marketing Accessible Units

While the initial leasing efforts will focus entirely on the return of existing residents, future vacancies in accessible units will be addressed as follows:

- NRHA will follow its existing standard marketing and leasing procedures, including use of Plans of Intended Occupancy Development (POIDs), consistent with HUD Handbook 4350.3, Chapter 2-25(C), and the RAD Fair Housing, Civil Rights, and Relocation Notice H-2016-17/PIH-2016-17.
- Leasing activities will be directed by Pamela B. Jones-Watford, MPA, MDiv, Notary, Chief of Rental Assistance Programs.
- Property management oversight and coordination will be provided by Brenda Fleming, Director of Property Management.

POID Evaluation and Assignment System:

- NRHA utilizes a points-based system to assign units based on household needs and accessibility features.
- Priority is given to applicants who require the accessibility features of a unit.
- Applicants are evaluated based on documented needs and unit feature compatibility, with marketing efforts documented at every stage to ensure compliance with Fair Housing requirements.

Marketing procedures include:

- Outreach to disability services agencies, including the Endependence Center, Hope House Foundation, Norfolk Community Services Board, Virginia Department of Social Services, and Urban Strategies, Inc.
- Listing units on VirginiaHousingSearch.com and NRHA's website.
- Providing accessible information formats and reasonable accommodations in the leasing process.
- Holding accessible units vacant for a minimum of 60 days, with active marketing efforts documented, if required to meet the Section 504 unit commitment.
- Prioritizing leasing to qualified applicants needing the accessible features.

4. Affirmative Fair Housing Marketing Compliance

All marketing efforts will comply with:

- Fair Housing Act requirements
- Section 504 of the Rehabilitation Act
- ADA standards
- HUD RAD Program requirements

NRHA ensures that no applicant is discriminated against based on disability status or other protected classes.

5. Contacts

For questions regarding leasing of accessible units at Sykes Midrise Apartments, please contact:

Pamela B. Jones-Watford, MPA, MDiv, Notary
Chief of Rental Assistance Programs
Norfolk Redevelopment and Housing Authority
PO Box 968, Norfolk, VA 23501
Phone: (757) 624-8629
Email: pjoneswatford@nrha.us

Brenda Fleming
Director of Property Management
Norfolk Redevelopment and Housing Authority
Phone: (757) 314-1653
Email: bfleming@nrha.us

Prepared by:
Norfolk Redevelopment and Housing Authority (NRHA)

Tab Y:

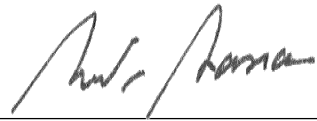
Inducement Resolution for Tax Exempt Bonds

Form and Correctness Approved:

BAP


Contents Approved:

By:



Office of the City Attorney

By:



DEPT. City Attorney's Office

NORFOLK, VIRGINIA

Resolution No. 1939

A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$17,000,000 MULTIFAMILY HOUSING REVENUE BONDS BY THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY FOR SYKES APARTMENTS, L.P.

WHEREAS, the Norfolk Redevelopment and Housing Authority (the "Authority") is authorized to advertise and hold public hearings relative to the issuance of private activity bonds;

WHEREAS, the Authority has considered the application of Sykes Apartments, L.P., a Virginia limited liability company (the "Applicant") requesting that the Authority issue up to \$17,000,000 of its revenue bonds (the "Bonds") to assist the Applicant or an entity affiliated with and controlled by, or under common ownership with, the Applicant (the Applicant or such resulting ownership entity hereinafter referred to as the "Borrower") in financing or refinancing (a) a portion of the costs of acquiring, constructing, renovating, rehabilitating and equipping an affordable multifamily residential rental community known as Sykes Apartments, consisting of 77 one-bedroom units and seven two-bedroom units in one four-story building, and

other site work and community-related improvements, all to be located on approximately 2.31 acres of land located at or around 555 East Liberty Street, Norfolk, Virginia 23523 (the "Project"), and (b) if and as needed, issuance costs for the Bonds and other eligible expenditures, including any required reserves (collectively, the "Plan of Finance");

WHEREAS, Section 147(f) of the Code provides that the applicable elected representatives of the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of such bonds;

WHEREAS, the Authority issues its bonds on behalf of the City of Norfolk, Virginia and the facilities related to the Project to be financed or refinanced with the Bonds are located in the City of Norfolk, Virginia;

WHEREAS, the Authority, as the issuing governmental unit with respect to the Bonds, has no applicable elected representative, the City of Norfolk, Virginia constitutes the next highest governmental unit with such a representative, and the members of the City Council of City of Norfolk, Virginia (the "City Council") constitute the applicable elected representatives of the City of Norfolk, Virginia;

WHEREAS, at the request of the Applicant, the Authority held a public hearing regarding the Plan of Finance

and the Bonds on January 16, 2025, in accordance with Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code"), as applicable to housing authorities, and as required by Section 147(f) of the Code;

WHEREAS, the Authority has recommended that the City Council approve the issuance of the Bonds;

WHEREAS, a copy of the Authority's resolution authorizing the issuance of the Bonds, a certificate of the public hearing (including a summary of statements expressed at the hearing) and a fiscal impact statement have been filed with the City Council.

BE IT RESOLVED BY THE Council of the City of Norfolk:

Section 1:- The City Council approves the issuance of the Bonds by the Authority for the benefit of the Borrower, to satisfy the requirements of Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended, to permit the Authority to assist in the financing of the Project.

Section 2:- The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds or the creditworthiness of the Project or the Borrower.

Section 3: - The Bonds shall provide that neither the City of Norfolk, Virginia nor the Authority shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and monies pledged thereto and that neither the faith and credit nor the taxing power of the City of Norfolk, Virginia or the Authority is pledged to the payment of the principal of the Bonds or the interest thereon or other costs incident thereto.

Section 4:- In adopting this resolution, the City of Norfolk, Virginia, including its elected supervisors, representatives, officers, employees and

agents, shall not be liable for, and hereby disclaim all liability for, any damages to any person, direct or consequential, resulting from the Authority's failure to issue the Bonds for any reason.

Section 5:- That this resolution shall take effect from and after its adoption.

Adopted by Council February 25, 2025
Effective February 25, 2025

TRUE COPY
TESTE:

RICHARD ALLAN BULL

BY:

CHIEF DEPUTY CITY CLERK

Tab Z:

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

Not Applicable - No Designations Selected by Applicant

Tab AA:

Priority Letter from Rural Development

Not Applicable: Applicant not a Rural Development

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

Not Applicable - No Designations Selected by Applicant