
2022 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**
Richmond, VA Time On **March 10, 2022**

Tax Exempt Bonds

Applications should be received at VHDA at least one month before the bonds are *priced* (if bonds issued by VHDA), or 75 days before the bonds are *issued* (if bonds are not issued by VHDA)



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

INSTRUCTIONS FOR THE VIRGINIA 2022 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. 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 10, 2022**. 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.

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ 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
JD Bondurant	johndavid.bondurant@virginiahousing.com	(804) 343-5725
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
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Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

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2022 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) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study 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 and Unit by Unit writeup (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 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"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input type="checkbox"/> | Tab H: Attorney's Opinion (MANDATORY) |
| <input type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by Virginia Housing: |
| | -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status |
| | -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY) |
| | Tab K: Documentation of Development Location: |
| <input type="checkbox"/> | K.1 Revitalization Area Certification |
| <input type="checkbox"/> | K.2 Location Map |
| <input type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input type="checkbox"/> | Tab M: Locality CEO Response Letter |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements |
| <input type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input type="checkbox"/> | Tab T: Funding Documentation |
| <input type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected) |
| <input type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER

2022-TEB-119

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 9/1/2022

1. Development Name: Mill Creek Apartments
2. Address (line 1): 201 Mill Creek Parkway
 Address (line 2):
 City: Chesapeake State: VA Zip: 23323
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Chesapeake 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?..... Chesapeake City
6. Development is located in the census tract of: 213.01
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** 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 poverty rate of.....

3%	10%	12%
<u>FALSE</u>	<u>FALSE</u>	<u>FALSE</u>

Enter only Numeric Values below:

13. Congressional District: 4
- Planning District: 23
- State Senate District: 14
- State House District: 81

Click on the following link for assistance in determining the districts related to this development:

[Link to Virginia Housing's HOME - Select Virginia LIHTC Reference Map](#)

14. **ACTION:** Provide Location Map (**TAB K2**)

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

The property is a 3 story garden style apartment complex made up of 10 residential buildings, 1 maintenance facility and 1 leasing office. There is no project based subsidy.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

9/1/2022

16. 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: Chistopher M. Price
 Chief Executive Officer's Title: City Manager Phone: (757) 382-6166
 Street Address: 306 Cedar Road
 City: Chesapeake State: VA Zip: 23322

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

- 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:

ACTION: Provide Locality Notification Letter at **Tab M** if applicable.

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

or

b. If requesting Tax Exempt Bonds, 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, 2022.

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, 2022, 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 2023 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?

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

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.

Name of companion development:

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

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

Total Units within 9% allocation request?

Total Units within 4% Tax Exempt allocation Request?

Total Units:

% 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:

Definition of selection:

Development will be subject to an extended use agreement of 25 additional years after the 15-year compliance period for a total of 40 years.

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

In 2022, Virginia Housing will debut a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. More details will be provided.

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.

Owner Name: ENV - Mill Creek, LP

Developer Name: Envolve Communities, LLC

Contact: M/M ▶ Mr. First: Wade MI: A Last: Wood

Address: 2231 20th Avenue South

City: Birmingham St. ▶ AL Zip: 35209

Phone: (205) 704-3581 Ext. Fax:

Email address: wade.wood@envovellc.com

Federal I.D. No. 882425962 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Partnership Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.
Ty Tyson ty.tyson@envovellc.com

- 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)**

2. a. Principal(s) of the General Partner: List names of individuals and ownership interest.

Names **	Phone	Type Ownership	% Ownership	
ENV - Mill Creek GP, LLC		GP	0.000%	needs
LRC GP, LLC		Owner	100.000%	
Envolve Communities, LLC		Owner	0.000%	needs
W. Daniel Hughes, Jr.		Owner	0.000%	needs
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	
			0.000%	

The above should include 100% of the GP or LLC member interest.

C. OWNERSHIP INFORMATION

****** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

ACTION: a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
b. 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. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual.

FALSE

ACTION: If true, provide Socially Disadvantaged Certification **(TAB AB)**

3. Developer Experience:

*May only choose one of A, B or C **OR** select one or more of D, E and F.*

TRUE a. A principal of the controlling general partner or managing member for the proposed development has developed as a controlling general partner or managing member for (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments.

Action: Must be included on Virginia Housing Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts **(Tab P)**

FALSE b. A principal of the controlling general partner or managing member for the proposed development has developed at least three deals as principal and have at \$500,000 in liquid assets.

Action: Must be included on the Virginia Housing Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s **(Tab P)**

FALSE c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units).

Action: Must provide copies of 8609s and partnership agreements **(Tab P)**

FALSE d. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

Action: Provide one 8609 from qualifying development. **(Tab P)**

FALSE e. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)

Action: Provide one 8609 from each qualifying development. **(Tab P)**

FALSE f. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority

Action: Provide documentation as stated in the manual. **(Tab P)**

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract
 Expiration Date: 6/30/2023

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE Owner already controls site by either deed or long-term lease.
- b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 6/30/2023 .
- 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: Millcreek Development Partnership, L.P.

Address: 105 Tallapoosa Street, Suite 300

City: Montgomery St.: AL Zip: 36104

Contact Person: _____ Phone: _____

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

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

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

Names	Phone	Type Ownership	% Ownership
LRC Owned, LLC	(334) 954-4458	Wholly Owned	100.00%
Envolve Communities, LLC			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

needs ownership %

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

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

1. Tax Attorney:	Allison Domson	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600 Richmond, VA 23219		
Email:	adomson@williamsmullen.com	Phone:	804.420.6915
2. Tax Accountant:	Kevin Rayfield	This is a Related Entity.	FALSE
Firm Name:	Dixon, Hughes & Goodman, LLP	DEI Designation?	FALSE
Address:	1829 Eastchester Drive High Point, NC 27265		
Email:	kevin.rayfield@dhg.com	Phone:	
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Involve Community Management, LLC	This is a Related Entity.	FALSE
Firm Name:	Debbie Workman	DEI Designation?	FALSE
Address:	105 Tallapoosa Street Montgomery, AL 36104		
Email:	debbie.workman@envolvellc.com	Phone:	334.954.4458
5. Contractor:	Ben Tullis	This is a Related Entity.	FALSE
Firm Name:	Empire Corporation	DEI Designation?	FALSE
Address:	3600 Henson Road Knoxville, TN 37921		
Email:	btullis@empireinctn.com	Phone:	856.251.4800
6. Architect:	Dyke Nelson	This is a Related Entity.	FALSE
Firm Name:	DNA Workshop	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600 Richmond, VA 23219		
Email:	dyke@dna-workshop.com	Phone:	225.224.3363
7. Real Estate Attorney:	Allison Domson	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600 Richmond, VA 23219		
Email:	adomson@williamsmullen.com	Phone:	804.420.6915
8. Mortgage Banker:	Jon Killough	This is a Related Entity.	FALSE
Firm Name:	Bellwether Enterprises	DEI Designation?	TRUE
Address:	7020 Fain Park Drive		
Email:	jkillough@bwecap.com	Phone:	334.399.1460
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		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 and Appraisal
- b. This development has received a previous allocation of credits..... **TRUE**
 If so, in what year did this development receive credits? **TRUE**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

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

2. Ten-Year Rule For Acquisition Credits

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... **FALSE**
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... **FALSE**
 - i. Subsection (I)..... **FALSE**
 - ii. Subsection (II)..... **FALSE**
 - iii. Subsection (III)..... **FALSE**
 - iv. Subsection (IV)..... **FALSE**
 - v. Subsection (V)..... **FALSE**
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... **TRUE**
- 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 must be completed in order to compete in the Non Profit tax credit pool.

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

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... FALSE (If false, go on 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:

G. NONPROFIT INVOLVEMENT

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

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

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

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

Action: Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit:

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

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

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

Action: Provide Homeownership Plan **(TAB N)**

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	120	bedrooms	276
Total number of rental units in development	120	bedrooms	276
Number of low-income rental units	120	bedrooms	276
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	120	bedrooms	276
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....			125,766.00 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			0.00 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			125,766.00 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			0.00%
i. Exact area of site in acres	7.474		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

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

i. Row House/Townhouse	FALSE	v. Detached Single-family	FALSE
ii. Garden Apartments	TRUE	vi. Detached Two-family	FALSE
iii. Slab on Grade	TRUE	vii. Basement	FALSE
iv. Crawl space	FALSE		

h. Development contains an elevator(s).	FALSE
If true, # of Elevators.	0
Elevator Type (if known)	

i. Roof Type	▶	Pitched
j. Construction Type	▶	Frame
k. Primary Exterior Finish	▶	Vinyl

4. Site Amenities (indicate all proposed)

a. Business Center.....	FALSE	f. Limited Access.....	FALSE
b. Covered Parking.....	FALSE	g. Playground.....	TRUE
c. Exercise Room.....	FALSE	h. Pool.....	TRUE
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:	Monitored and cleaned, accessible.
-----------------------------------	------------------------------------

m. Number of Proposed Parking Spaces	253
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 public bus stop.	FALSE
If True , Provide required documentation (TAB K3).	

H. STRUCTURE AND UNITS INFORMATION

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.

6. Market Study Data: (MANDATORY)

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	4.80%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	4.80%
Project Wide Absorption Period (Months)	5

J. ENHANCEMENTS

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

- a. **New Construction:** must meet all criteria for EPA 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.

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

ACTION: Provide RESNET rater certification (**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.
- 15.00% b1. Percentage of brick covering the exterior walls.
- 0.00% 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. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2022 Cycles*
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- FALSE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- FALSE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- r. *Not applicable for 2022 Cycles*
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

J. ENHANCEMENTS

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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

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

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

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

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

0% of Total Rental Units

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

If not, please explain:

JDN

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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	162	194	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	\$162	\$194	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

FALSE

a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be 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.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.

Note: Subsidies may apply to any units, not only those built to satisfy Section 504.

FALSE

b. Any development in which ten percent (10%) of the 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.

For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.

<p>JDN</p>	<p>Architect of Record initial here that the above information is accurate per certification statement within this application.</p>
-------------------	--

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

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

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

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: **No**

Organization which holds waiting list: _____

Contact person: _____

Title: _____

Phone Number: _____

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.

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

3. 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 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: **Randilyn**

Last Name: **Ladig**

Phone Number: **(832) 392-8391** Email: **randilyn.ladig@envolvellc.com**

K. SPECIAL HOUSING NEEDS

4. Rental Assistance

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

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

- FALSE** Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE** Section 8 New Construction Substantial Rehabilitation
- FALSE** Section 8 Moderate Rehabilitation
- FALSE** Section 8 Certificates
- FALSE** Section 8 Project Based Assistance
- FALSE** RD 515 Rental Assistance
- TRUE** Section 8 Vouchers
*Administering Organization: **Housing Choice Vouchers**
- 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: **0**
 How many years in rental assistance contract? **0.00**
 Expiration date of contract: _____
 There is an Option to Renew..... **FALSE**

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

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 two 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) or (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), all as 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			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
0	0.00%	50% Area Median	0%
120	100.00%	60% Area Median	7200%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
120	100.00%	Total	60700%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
0	0.00%	50% Area Median	0%
120	100.00%	60% Area Median	7200%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
120	100.00%	Total	60700%

- b. The development plans to utilize average income..... **FALSE**
 If true, should the points based on the units assigned to the levels above **be waived** and therefore not required for compliance?
 20-30% Levels **FALSE** 40% Levels **FALSE** 50% levels **FALSE**

2. Unit Detail 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.

JDN 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	2 BR - 2 Bath	60% AMI	84		837.00	\$1,101.00	\$92,484
Mix 2	3 BR - 2 Bath	60% AMI	36		1075.00	\$1,262.00	\$45,432
Mix 3							\$0
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
Mix 33									\$0
Mix 34									\$0
Mix 35									\$0
Mix 36									\$0
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Mix 60									\$0
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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

L. UNIT DETAILS

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			120	0			\$137,916

Total Units	120	Net Rentable SF:	TC Units	109,008.00
			MKT Units	0.00
			Total NR SF:	109,008.00

Floor Space Fraction (to 7 decimals)	100.00000%
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M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing				\$0
2. Office Salaries				\$76,258
3. Office Supplies				\$0
4. Office/Model Apartment	(type)	\$0
5. Management Fee				\$58,782
	3.52% of EGI	\$489.85	Per Unit	
6. Manager Salaries				\$0
7. Staff Unit (s)	(type)	\$0
8. Legal				\$3,055
9. Auditing				\$1,793
10. Bookkeeping/Accounting Fees				\$0
11. Telephone & Answering Service				\$6,344
12. Tax Credit Monitoring Fee				\$0
13. Miscellaneous Administrative				\$62,041
Total Administrative				\$208,273

Utilities

14. Fuel Oil				\$0
15. Electricity				\$16,469
16. Water				\$99,698
17. Gas				\$0
18. Sewer				\$0
Total Utility				\$116,167

Operating:

19. Janitor/Cleaning Payroll				\$0
20. Janitor/Cleaning Supplies				\$0
21. Janitor/Cleaning Contract				\$0
22. Exterminating				\$0
23. Trash Removal				\$8,758
24. Security Payroll/Contract				\$0
25. Grounds Payroll				\$0
26. Grounds Supplies				\$0
27. Grounds Contract				\$33,283
28. Maintenance/Repairs Payroll				\$67,012
29. Repairs/Material				\$0
30. Repairs Contract				\$15,523
31. Elevator Maintenance/Contract				\$0
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
37. Miscellaneous				\$22,223
Totals Operating & Maintenance				\$146,799

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$147,609
39. Payroll Taxes	\$12,118
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$47,717
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$8,923
45. Other Insurance	\$0
Total Taxes & Insurance	\$216,367

Total Operating Expense	\$687,606
--------------------------------	------------------

Total Operating Expenses Per Unit	\$5,730	C. Total Operating Expenses as % of EGI	41.12%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$36,000
---	-----------------

Total Expenses	\$723,606
-----------------------	------------------

ACTION: Provide Documentation of Operating Budget at **Tab R** if applicable.

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract		
b. Site Acquisition	10/23/2018	Wade Wood
c. Zoning Approval	6/10/2022	Allison Domson
d. Site Plan Approval		
2. Financing		
a. Construction Loan		
i. Loan Application	8/15/2022	Wade Wood
ii. Conditional Commitment	11/1/2022	Wade Wood
iii. Firm Commitment	11/1/2022	Wade Wood
b. Permanent Loan - First Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	5/13/2022	Allison Domson
3. IRS Approval of Nonprofit Status		
4. Closing and Transfer of Property to Owner	10/23/2022	Wade Wood
5. Plans and Specifications, Working Drawings	8/1/2022	Dyke Nelson
6. Building Permit Issued by Local Government	12/1/2022	12/1/2022
7. Start Construction	1/15/2022	1/15/2022
8. Begin Lease-up	1/15/2023	1/15/2023
9. Complete Construction	1/15/2024	1/15/2024
10. Complete Lease-Up	1/15/2024	1/15/2024
11. Credit Placed in Service Date	4/1/2024	4/1/2024

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.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	5,455,339	0	5,455,339	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	5,455,339	0	5,455,339	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	0	0	0	0
Total Structure and Land	5,455,339	0	5,455,339	0
r. General Requirements	327,320	0	327,320	0
s. Builder's Overhead (2.0% Contract)	109,107	0	109,107	0
t. Builder's Profit (6.0% Contract)	327,320	0	327,320	0
u. Bonds	10,000	0	10,000	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: _____	0	0	0	0
z. Other 2: _____	0	0	0	0
aa. Other 3: _____	0	0	0	0
Contractor Costs	\$6,229,086	\$0	\$6,229,086	\$0

O. PROJECT BUDGET - OWNER COSTS

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$1,667 /Unit)	200,000	0	200,000	0
c. Architecture Supervision Fee \$138 /Unit)	16,500	0	16,500	0
d. Tap Fees	0	0	0	0
e. Environmental	5,000	5,000	0	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	7,500	0	5,000	0
i. Market Study	10,000	0	5,000	0
j. Site Engineering / Survey	10,000	9,000	0	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	5,000	0	5,000	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest (0.0% for 0 months)	675,677	0	225,226	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee (0.0%)	148,700	0	0	0
r. Other Permanent Loan Fees	185,875	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	10,000	0	10,000	0
u. Accounting	0	0	0	0
v. Title and Recording	170,500	153,450	0	0
w. Legal Fees for Closing	294,500	0	27,000	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	61,302			
z. Tenant Relocation	50,000	0	0	0
aa. Fixtures, Furnitures and Equipment	10,000	0	5,000	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	479,952	0	0	0
ad. Contingency	622,908	0	622,908	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

ag. Servicing Reserve	297,400			
(1) Other* specify: Bond Underwriter	84,000	0	0	0
(2) Other* specify: Bond Ratingg	35,000	0	0	0
(3) Other* specify: Issuer Origination	60,000	0	0	0
(4) Other* specify: Bridge Loan Origination	24,936	0	0	0
(5) Other * specify: Bridge Loan Interest	139,060	0	0	0
(6) Other* specify: RESNET Rater	25,750	0	0	0
(7) Other* specify: Compliance Monitoring	4,200	0	0	0
(8) Other* specify: Lender 3rd Parties	60,000	0	0	0
(9) Other* specify: Misc. (Syndication, Travel)	67,700	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,761,460	\$167,450	\$1,121,634	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)	\$9,990,546	\$167,450	\$7,350,720	\$0
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,837,679	1,251,460	586,219	0
4. Owner's Acquisition Costs				
Land	1,305,000			
Existing Improvements	11,745,000	11,745,000		
Subtotal 4:	\$13,050,000	\$11,745,000		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$24,878,225	\$13,163,910	\$7,936,939	\$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:

\$1,837,680

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

\$94 **Meets Limits**
\$231

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

\$98,569 **Meets Limits**
\$225,968

2022 Low-Income Housing Tax Credit Application For Reservation

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	24,878,225	13,163,910	7,936,939	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)		13,163,910	7,936,939	0
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			7,936,939	0
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		13,163,910	7,936,939	0
7. Applicable Percentage <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		4.00%	4.00%	0.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$526,556	\$317,478	\$0
			\$844,034 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. First Mortgage	08/15/22	11/01/22	\$14,870,000	Jon Killough
2.				
3.				
Total Construction Funding:			\$14,870,000	

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. First Mortgage	8/15/2022	11/1/2022	\$14,870,000	\$831,098	4.75%	40	40
2. Seller Note	12/15/2022	12/15/2022	\$1,307,548		0.00%	0	15
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$16,177,548	\$831,098			

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.			
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..... **FALSE**

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	\$13,000,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other:	\$0
i.	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: **58.02%**

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

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

HUD/FHA Guarantee of First Mortgage

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

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

b. **FALSE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. **FALSE** Other

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$1,315,467	(Note: Deferred Developer Fee cannot be negative.)
iv. 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	<u>\$1,315,467</u>
---------------------	--------------------

2. Equity Gap Calculation

a. Total Development Cost	\$24,878,225
b. Total of Permanent Funding, Grants and Equity	- \$17,493,015
c. Equity Gap	\$7,385,210
d. Developer Equity	- \$735
e. Equity gap to be funded with low-income tax credit proceeds	\$7,384,475

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	Enterprise Housing Credit Investments		
Contact Person:	Bryan Hollander	Phone:	(919) 452-4993
Street Address:	421 Fayetteville		
City:	Raleigh, NC	State:	NC
		Zip:	27601

b. Syndication Equity

i. Anticipated Annual Credits	\$844,024.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.875
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	\$843,940
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$7,384,475

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	\$7,384,475
---	---

5. Net Equity Factor

Must be equal to or greater than 85%	87.5000417210%
--------------------------------------	--

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$24,878,225</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$17,493,015</u>
3. Equals Equity Gap		<u>\$7,385,210</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>87.5000417210%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$8,440,236</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$844,024</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$844,034</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$844,024</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$7,033.5333</u>	
Credit per LI Bedroom	<u>\$3,058.0580</u>	
	Combined 30% & 70% PV Credit Requested	\$844,024

9. **Action:** Provide Attorney’s Opinion (**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		\$137,916
Plus Other Income Source (list):	<input type="text"/>	\$7,245
Equals Total Monthly Income:		\$145,161
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,741,932
Less Vacancy Allowance	4.0%	\$69,677
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,672,255

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

Total Monthly Income for Market Rate Units:		\$0
Plus Other Income Source (list):	<input type="text"/>	\$0
Equals Total Monthly Income:		\$0
Twelve Months		x12
Equals Annual Gross Potential Income		\$0
Less Vacancy Allowance	0.0%	\$0
Equals Annual Effective Gross Income (EGI) - Market Rate Units		\$0

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$1,672,255
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,672,255
d.	Total Expenses	\$723,606
e.	Net Operating Income	\$948,649
f.	Total Annual Debt Service	\$831,098
g.	Cash Flow Available for Distribution	\$117,551

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	1,672,255	1,705,700	1,739,814	1,774,610	1,810,102
Less Oper. Expenses	723,606	745,314	767,674	790,704	814,425
Net Income	948,649	960,386	972,140	983,906	995,677
Less Debt Service	831,098	831,098	831,098	831,098	831,098
Cash Flow	117,551	129,288	141,042	152,808	164,579
Debt Coverage Ratio	1.14	1.16	1.17	1.18	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,846,304	1,883,230	1,920,895	1,959,313	1,998,499
Less Oper. Expenses	838,858	864,023	889,944	916,642	944,142
Net Income	1,007,447	1,019,207	1,030,951	1,042,670	1,054,357
Less Debt Service	831,098	831,098	831,098	831,098	831,098
Cash Flow	176,349	188,109	199,853	211,572	223,259
Debt Coverage Ratio	1.21	1.23	1.24	1.25	1.27

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	2,038,469	2,079,239	2,120,823	2,163,240	2,206,505
Less Oper. Expenses	972,466	1,001,640	1,031,689	1,062,640	1,094,519
Net Income	1,066,003	1,077,599	1,089,134	1,100,600	1,111,986
Less Debt Service	831,098	831,098	831,098	831,098	831,098
Cash Flow	234,905	246,501	258,036	269,502	280,888
Debt Coverage Ratio	1.28	1.30	1.31	1.32	1.34

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: 10

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
		Street Address 1	Street Address 2	City	State	Zip													
1.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
2.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
3.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
4.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
5.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
6.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
7.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
8.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
9.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,694	04/01/24	4.00%	\$31,748				\$0
10.	12	0	201 Mill Creek Parkway		Chesapeake	VA	23323	\$1,316,391	04/01/24	4.00%	\$52,656	\$793,693	04/01/24	4.00%	\$31,748				\$0
11.											\$0				\$0				\$0
12.											\$0				\$0				\$0
13.											\$0				\$0				\$0
14.											\$0				\$0				\$0
15.											\$0				\$0				\$0
16.											\$0				\$0				\$0
17.											\$0				\$0				\$0
18.											\$0				\$0				\$0
19.											\$0				\$0				\$0
20.											\$0				\$0				\$0
21.											\$0				\$0				\$0
22.											\$0				\$0				\$0
23.											\$0				\$0				\$0
24.											\$0				\$0				\$0
25.											\$0				\$0				\$0
26.											\$0				\$0				\$0
27.											\$0				\$0				\$0
28.											\$0				\$0				\$0
29.											\$0				\$0				\$0
30.											\$0				\$0				\$0
31.											\$0				\$0				\$0
32.											\$0				\$0				\$0
33.											\$0				\$0				\$0
34.											\$0				\$0				\$0
35.											\$0				\$0				\$0

120 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$13,163,910

\$7,936,939

\$0

\$526,556

\$317,478

\$0

Number of BINS: 10

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: ENV - Mill Creek, LP

By: W. Daniel Hughes, Jr.
Its: Chairman & CEO
(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:	Joseph D. Nelson
Virginia License#:	0401017290
Architecture Firm or Company:	Dyke Nelson Architecture, LLC.

By: 

Its: Managing Member/Architect
(Title)

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

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

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

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

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development < no points offered in Cycle 2022 >
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

	Y	0 or -50	0.00
	N	0 or -25	0.00
	N/A	0 pts for 2022	0.00
	N	0 or 10	0.00
	N	0 or 15	0.00
	N	0 or 15	0.00
Total:			0.00

2. HOUSING NEEDS CHARACTERISTICS:

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

	N	0 or up to 5	0.00
	N	0 or 20	0.00
	0.00%	Up to 40	0.00
	N	0 or 5	0.00
	N	0 or 10	0.00
	0%	0, 20, 25 or 30	0.00
	N	0 or 15	0.00
	N	Up to 20	0.00
Total:			0.00

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			23.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Proximity to public transportation (within Northern VA or Tidewater)	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	0%	Up to 15	0.00
g. Developments with less than 100 low income units	N	up to 20	0.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>33.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$84,500	\$59,700

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	30.00%	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 with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			<u>0.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience (Subdivision 5a - options a,b or c)	Y	0, 10 or 25	25.00
b. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
c. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>25.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	112.49
b. Cost per unit		Up to 100	100.00
Total:			<u>212.49</u>

7. BONUS POINTS:

a. Extended compliance	25 Years	40 or 50	40.00
or b. Nonprofit or LHA purchase option	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			<u>50.00</u>

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

TOTAL SCORE: 320.49

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	6.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	1.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	0.00
q. LED Kitchen Light Fixtures	2	2.00
r. N/A for 2022	0	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>23.00</u>

All elderly units have:

t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>

Total amenities: 23.00

X. Development Summary

Summary Information 2022 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Mill Creek Apartments

Cycle Type: 4% Tax Exempt Bonds Credits **Requested Credit Amount:** \$844,024
Allocation Type: Acquisition/Rehab **Jurisdiction:** Chesapeake City
Total Units: 120 **Population Target:** General
Total LI Units: 120
Project Gross Sq Ft: 125,766.00 **Owner Contact:** Wade Wood
Green Certified? TRUE

Total Score
320.49

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$16,177,548	\$134,813	\$129	\$831,098
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$5,455,339	\$45,461	\$43	21.93%
General Req/Overhead/Profit	\$763,747	\$6,365	\$6	3.07%
Other Contract Costs	\$10,000	\$83	\$0	0.04%
Owner Costs	\$3,761,460	\$31,346	\$30	15.12%
Acquisition	\$13,050,000	\$108,750	\$104	52.46%
Developer Fee	\$1,837,679	\$15,314	\$15	7.39%
Total Uses	\$24,878,225	\$207,319		

Total Development Costs	
Total Improvements	\$9,990,546
Land Acquisition	\$13,050,000
Developer Fee	\$1,837,679
Total Development Costs	\$24,878,225

Proposed Cost Limit/Sq Ft: \$94
Applicable Cost Limit/Sq Ft: \$231
Proposed Cost Limit/Unit: \$98,569
Applicable Cost Limit/Unit: \$225,968

Income	
Gross Potential Income - LI Units	\$1,741,932
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,741,932
Less Vacancy %	4.00%
	\$69,677
Effective Gross Income	\$1,672,255

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	84
# of 3BR	36
# of 4+ BR	0
Total Units	120

Expenses		
Category	Total	Per Unit
Administrative	\$208,273	\$1,736
Utilities	\$116,167	\$968
Operating & Maintenance	\$146,799	\$1,223
Taxes & Insurance	\$216,367	\$1,803
Total Operating Expenses	\$687,606	\$5,730
Replacement Reserves	\$36,000	\$300
Total Expenses	\$723,606	\$6,030

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	120	120
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 40

Cash Flow	
EGI	\$1,672,255
Total Expenses	\$723,606
Net Income	\$948,649
Debt Service	\$831,098
Debt Coverage Ratio (YR1):	1.14

i. Efficient Use of Resources

Credit Points for 9% Credits:

* 4% Credit applications will be calculated using the E-U-R TE Bond Tab

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 200 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 200. In this example, $(40\%/60\%) \times 200$ or 133.33 points.

Combined Max	\$844,034
Credit Requested	\$844,024
% of Savings	0.00%
Sliding Scale Points	0

4% Deals EUR Points 112.49

Cost Points:

If the Applicable Cost by Square foot is \$238 and the deal’s Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example, $(35.7\%/50\%) \times 100$ or 71.40 points.

Total Costs Less Acquisition	\$11,828,225
Total Square Feet	125,766.00
Proposed Cost per SqFt	\$94.05
Applicable Cost Limit per Sq Ft	\$231.00
% of Savings	59.29%
Total Units	120
Proposed Cost per Unit	\$98,569
Applicable Cost Limit per Unit	\$225,968
% of Savings	56.38%
Max % of Savings	59.29%
Sliding Scale Points	100.00

\$/SF = **\$183.62** Credits/SF = **6.708186** Const \$/unit = **\$51,909.05**

TYPE OF PROJECT
LOCATION
TYPE OF CONSTRUCTION

GENERAL = 11000; ELDERLY = 12000
Inner-NVA=100; Outer-NV=200; NWN=300; Rich=400; Tid=500; Balance=600
N C=1; ADPT=2; REHAB(35,000+)=3; REHAB*(10,000-35,000)=4

11000
500
3

500
3

*REHABS LOCATED IN BELTWAY (\$10,000-\$50,000) See Below

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	0	0	0	0	0
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	990.00	1,185.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	84	36	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	15,675	16,913	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	15,675	16,913	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	15,675	16,913	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	6,641	7,949	0	0	0	0
CREDIT PER UNIT POINTS	0.00	0.00	80.69	31.80	0.00	0.00	0.00	0.00

TOTAL CREDIT PER UNIT POINTS

112.49

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	15,675	16,913	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	15,675	16,913	0	0	0	0

Northern Virginia Beltway (Rehab costs \$10,000-\$50,000)

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
Standard Credit Parameter - low rise	0	0	15,675	16,913	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	15,675	16,913	0	0	0	0

Tab A:

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

**AGREEMENT OF LIMITED PARTNERSHIP
OF
ENV – MILL CREEK, LP**

THIS AGREEMENT OF LIMITED PARTNERSHIP (this “Agreement”) is made as of June 23, 2022, by and among ENV – Mill Creek GP, LLC, a Virginia limited liability company (“General Partner”), LRC SLP, LLC, a Delaware limited liability company (“LRC SLP”), LRC GP Interest, Inc., a Delaware corporation (“LRC GP Interest”), and LRC Owned, LLC, a Delaware limited liability company (“LRC Owned” and together with LRC SLP and LRC GP Interest, “Limited Partner”), in accordance with the provisions of the Virginia Revised Uniform Limited Partnership Act, Title 50, Chapter 2.1 of the Code of Virginia.

RECITALS:

WHEREAS, the Partnership was formed by General Partner pursuant to a Certificate of Limited Partnership filed with the Virginia State Corporation Commission (“VA SCC”) on May 13, 2022; and

WHEREAS, the parties hereto desire to enter into this Agreement pursuant to the terms hereof.

NOW, THEREFORE, the parties hereto hereby agree to as follows:

- I. **Name.** ENV – Mill Creek, LP.
- II. **Business.** The business of the Partnership is to acquire, construct, develop, improve, invest in, hold, lease, maintain, operate and otherwise deal with that certain multi-family affordable housing development located in the City of Hopewell, Virginia, commonly known as Hopewell Heights (the “Project”).
- III. **Principal Office.** The address of the principal office of the Partnership, where records required to be maintained by Section 50-73.8 of the Act are to be kept, is at 105 Tallapoosa Street, Suite 300, Montgomery, Alabama 36104. The Partnership’s registered agent for purposes of the Act is Corporation Service Company having a business address of Bank of America Center, 1111 East Main Street, Richmond, Virginia 23219. The sole duty of the registered agent is to forward to the Partnership any notice that is served on it as registered agent.
- IV. **Partners.** The name and the business address of the General Partner and Limited Partners, and the percentages of ownership and cash flow in the Partnership by each such Partner, are as follows:

General Partner:

<u>Name</u>	<u>Address</u>	<u>Percentage of Ownership</u>
ENV – Mill Creek GP, LLC	105 Tallapoosa Street Suite 300 Montgomery, AL 36104	0.01%

Limited Partners:

LRC SLP, LLC	105 Tallapoosa Street Suite 300 Montgomery, AL 36104	0.01%
LRC GP Interest, Inc.	105 Tallapoosa Street Suite 300 Montgomery, AL 36104	0.01%
LRC Owned, LLC	105 Tallapoosa Street Suite 300 Montgomery, AL 36104	99.97%

V. **Term, Dissolution and Winding Up.** The Partnership shall continue in perpetuity, except that the Partnership shall be dissolved, and its affairs wound up, prior to such date upon the happening of any of the following:

A. The sale or other disposition of all or substantially all the assets of the Partnership, or

B. The retirement (which term includes the death, dissolution, adjudication of insanity or incompetence, bankruptcy or withdrawal for any reason) of a General Partner, unless the remaining General Partner(s) or Limited Partners elect to continue the business of the Partnership pursuant to Paragraph XIII hereof, or

C. The retirement of a General Partner if no General Partner remains, or

D. The decision of all the General Partners to terminate the Partnership.

VI. **Capital Contributions - Capital Accounts.** Each Partner has made capital contributions to the Partnership. A capital account shall be maintained for each Partner and such account shall be adjusted for each Partner's share of all items of profit and loss and distributions

and each Partner's contributions to the Partnership.

VII. **Additional Contributions.** No Limited Partner has agreed to make any additional capital contribution. Except to the extent required by law, no General Partner shall be required to make any additional capital contribution.

VIII. **Returns.** No time has been agreed upon for the return of the contributions of the Limited Partner.

IX. **Profits.** All profits, losses and distributions (including profits and proceeds from the sale or disposition of all or substantially all Partnership assets and all proceeds from a refinancing) shall be shared by the Partners in the ratio which the capital contributions of each Partner bear to the aggregate capital contributions of all the Partners. If the Partnership assets are distributed in kind to the Partners upon the dissolution and liquidation of the Partnership, the capital accounts of the Partners shall be adjusted to reflect their share of all unrecognized gains and losses and the assets shall be distributed based on the fair market value of such assets.

X. **Assignments.** In no event shall all or any part of a Limited Partner's interest in the Partnership be assigned or transferred to a minor or incompetent, and such attempted assignment shall be void and ineffectual and shall not bind the Partnership.

No Limited Partner shall have the right to substitute an assignee as a Limited Partner in its place. The General Partner shall, however, have the right to permit any such assignee to become a Substitute Limited Partner and any such permission by the General Partner shall be binding and conclusive without the consent or approval of any Limited Partners. Any such Substitute Limited Partner shall, as a condition of receiving any interest in the Partnership property, agree to be bound by the terms of any financial agreements and other documents required in connection with applicable mortgage financing to the same extent and on the same terms as the other Limited Partners. Any such Substitute Limited Partner shall also execute, acknowledge and deliver an instrument to the General Partner signifying his agreement to be bound by all the provisions of this Agreement, as last amended, and shall accept such other terms as the General Partner in its exclusive discretion may determine as a condition to permitting such substitution.

In the event of the death or incapacity of a Limited Partner, his legal representatives shall have the same status as an assignee of the Limited Partner unless and until the General Partner shall permit such legal representatives to become a Substitute Limited Partner on the same terms and conditions as herein provided for assignees generally. The death of a Limited Partner shall not dissolve the Partnership.

An assignee of a Limited Partner who does not become a Substitute Limited Partner as provided above shall have the right to receive the same share of profits, losses and distributions of the Partnership to which the assigning Limited Partner would have been entitled if no such assignment had been made by such Limited Partner.

If any assignment of the interest of a Limited Partner shall be made, there shall be filed with the Partnership a duly executed and acknowledged counterpart of the instrument making such assignment, and such instrument must evidence the written acceptance of the assignee to all the terms and provisions of this Agreement and if such an instrument is not so filed, the Partnership need not recognize any such assignment for any purpose hereunder.

XI. **Additional Limited Partners.** The General Partner is authorized at any time and from time to time, to admit to the Partnership additional Limited Partners upon each such additional Limited Partner's making, or agreeing to make, such contributions to the capital of the Partnership as the General Partner shall determine.

XII. **Priorities.** No Limited Partner has any right of priority over any other Limited Partner, as to contributions or as to compensation by way of income.

XIII. **Continuation.** Upon the death, dissolution, incapacity, bankruptcy, or withdrawal from the Partnership of a General Partner, any remaining or surviving General Partner or Limited Partners may elect to continue the business of the Partnership.

XIV. **Demands for Property.** A Limited Partner has no right to demand and receive property in return for its capital contribution.

XV. **Additional Provisions.**

A. Management and control of the business and affairs of the Partnership shall be vested in ENV – Mill Creek GP, LLC, as the sole General Partner, and except as otherwise expressly provided herein, no Limited Partner shall have or exercise any rights in connection with the management of such business. The General Partner shall devote to the conduct of the business of the Partnership so much of its time as may be reasonably necessary to efficient operations, but it shall not be precluded from conducting other businesses as well, even if they compete with the Partnership.

B. General Partner is specifically authorized to execute such documents as it deems necessary in connection with the acquisition, development and financing of Partnership property, including without limiting the generality hereof, any note, mortgage, loan and regulatory agreements and any other documents which may be required in connection with the acquisition of the Partnership property or the financing and development thereof; and the Partnership is specifically authorized to execute such documents as it deems necessary in connection with all documents and actions necessary to qualify for, and apply to Virginia Housing (f/k/a Virginia Housing Development Authority) for financing and an allocation of low income housing tax credits for the Project (as defined below) under Section 42 of the Internal Revenue Code of 1986, as amended.

C. The Partnership is hereby authorized to borrow, by a mortgage loan from

any lender, whatever amounts may be required for the acquisition of the Property, the development thereon of improvements constituting the Project, and the operation of the Project. Any such mortgage loan shall provide that neither the Partnership nor any Partner shall have any personal liability for the repayment of all or any part of such mortgage loan after the completion of the Project.

D. Except as provided in Paragraph XV. C. hereof, the General Partner shall be bound by the terms of any mortgage note, mortgage, loan agreement and regulatory agreement and any other documents required in connection with the financing of the acquisition of the Property and the development of the Project thereon. Any incoming General Partner shall as a condition of receiving any interest in the Partnership property agree to be bound by the terms of such instruments and documents to the same extent and on the same terms as the other General Partners. Upon any dissolution of the Partnership, or any transfer of the Property subject to any applicable mortgage, no title or right to the possession and control of the Property and no right to collect the rents therefrom shall pass to any person or entity who is not, or does not become, bound by any regulatory or other agreement applicable to the Partnership or the Property in a manner satisfactory to the regulating agency or authority. In the event of any inconsistency between the provisions of this Agreement and any applicable regulatory agreement, the provisions of such regulatory agreement shall prevail.

E. Each General Partner and each Limited Partner (including a Substitute or additional General Partner or Limited Partner) hereby irrevocably constitutes, and empowers to act alone, the General Partner, as attorney-in-fact for such General Partner and such Limited Partner, with full power of substitution, with authority to execute, acknowledge and swear to all instruments, and file all documents, requisite to carrying out the intention and purpose of this Agreement, including, without limitation, all business certificates and necessary Certificates of Limited Partnership and amendments thereto from time to time in accordance with all applicable laws. The foregoing appointment shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under this Agreement will be relying upon the power of the General Partner to act as contemplated by this Agreement in such filing and other action on behalf of the Partnership and the Partners. The foregoing power of attorney shall survive the assignment by any partner of the whole or any part of his or its interest hereunder or the retirement of any appointing General Partner.

F. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto. This Agreement may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. If any clause or provision hereof shall be deemed unlawful or unenforceable, in whole or in part, then such clause or provision shall have no force or effect as though not herein contained and the remainder of this Agreement shall remain operative and in full force and effect.

[Signature Pages Follow]

**SIGNATURE PAGE TO
AGREEMENT OF LIMITED PARTNERSHIP OF
ENV –MILL CRFEEK, LP**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals to this Agreement of Limited Partnership effective as of date stated above.

GENERAL PARTNER:

ENV – Mill Creek GP, LLC,
a Virginia limited liability company

By: LRC GP, LLC,
a Delaware limited liability company,
its sole member

By: Envolve Communities, LLC
a Delaware limited liability company,
its sole member

By:  (SEAL)
W. Daniel Hughes, Jr.,
Chairman of the Board

**AGREEMENT OF LIMITED PARTNERSHIP OF
ENV – MILL CREEK, LP**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals to this Agreement of Limited Partnership effective as of date stated above.

LIMITED PARTNERS:

LRC Owned, LLC,
a Delaware limited liability company

By: Envolve Communities, LLC
a Delaware limited liability company,
its sole member

By:  (SEAL)
W. Daniel Hughes, Jr.,
Chairman of the Board

LRC SLP, LLC,
a Delaware limited liability company

By: Envolve Community Management, LLC
an Alabama limited liability company,
its sole member

By:  (SEAL)
W. Daniel Hughes, Jr.,
Chairman of the Board

LRC GP Interest, Inc.,
a Delaware corporation

By:  (SEAL)
W. Daniel Hughes, Jr.,
President

**OPERATING AGREEMENT
OF
ENV – MILL CREEK GP, LLC**

This Operating Agreement (this “Agreement”) of ENV – Mill Creek GP, LLC, a Virginia limited liability company (the “Company”) is adopted and entered into as of June 23, 2022 by LRC GP, LLC, a Delaware limited liability company, as the sole member (the “Member,” which term includes any other persons who may become members of the Company in accordance with the terms of this Agreement and the Act) and the Company pursuant to and in accordance with the Virginia Limited Liability Company Act, as amended from time to time (the “Act”). Terms used in this Agreement which are not otherwise defined shall have the respective meanings given those terms in the Act.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

**ARTICLE ONE
NAME**

The name of the limited liability company is: ENV – Mill Creek GP, LLC.

**ARTICLE TWO
TERM**

The period of duration for the Company is perpetual, unless the Members unanimously agree in writing to limit the duration of the Company.

**ARTICLE THREE
MANAGEMENT**

Management of the Company is vested in its sole Member, which will manage the Company in accordance with the Act as Member-Manager. Any Member-Manager exercising management powers or responsibilities will be deemed to be a manager for purposes of applying the provisions of the Act, unless the context otherwise requires, and that Member-Manager will have and be subject to all of the duties and liabilities of a Manager provided in the Act. The Member-Manager will have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes of the Company set forth in this Agreement, including all powers of Members under the Act.

**ARTICLE FOUR
PURPOSES**

The purpose of the Company is to acquire the general partnership interest in ENV – Mill Creek, LP, a Virginia limited partnership, which will own and operate that certain multifamily apartment complex in the City of Chesapeake, Virginia, known as Mill Creek Apartments.

**ARTICLE FIVE
MEMBER**

The name and the business, residence or mailing address of the Members are as follows:

<u>Name</u>	<u>Address</u>
LRC GP, LLC	105 Tallapoosa Street, Suite 300 Montgomery, Alabama 36104

**ARTICLE SIX
CAPITAL CONTRIBUTIONS**

The Members have contributed to the Company the following amounts, in the form of cash, property or services rendered, or a promissory note or other obligations to contribute cash or property or to render services:

<u>Member</u>	<u>Amount of Initial Capital Contribution</u>	<u>Percentage</u>
LRC GP, LLC	\$1,000.00	100%

**ARTICLE SEVEN
ADDITIONAL CONTRIBUTIONS**

No Member is required to make any additional capital contribution to the Company.

**ARTICLE EIGHT
ALLOCATION OF PROFITS AND LOSSES**

The Company's profits and losses will be allocated in proportion to the value of the capital contributions of the Members.

**ARTICLE NINE
DISTRIBUTIONS**

Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Members. Such distributions shall be allocated among the Members in the same proportion as their then capital account balances.

**ARTICLE TEN
WITHDRAWAL OF MEMBER**

A Member may withdraw from the Company in accordance with the Act.

**ARTICLE ELEVEN
ADMISSION OF ADDITIONAL MEMBERS**

One or more additional Members of the Company may be admitted to the Company with the vote or written consent of a majority in interest of the Members based upon the capital contributions of the Members.

**ARTICLE TWELVE
LIABILITY OF MEMBERS**

The Members do not have any liability for the obligations or liabilities of the Company, except to the extent provided in the Act.

**ARTICLE THIRTEEN
EXCULPATION OF MEMBER-MANAGERS**

A Member exercising management powers or responsibilities for or on behalf of the Company will not have personal liability to the Company or its Members for damages for any breach of duty in that capacity, provided that nothing in this Article shall eliminate or limit (i) the liability of any Member-Manager if a judgment or other final adjudication adverse to it establishes that its acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or that it personally gained in fact a financial profit or other advantage to which it was not legally entitled, or that, with respect to a distribution to Members, its acts were not performed in accordance with the Act, or (ii) the liability of any Member-Manager for any act or omission prior to the date of first inclusion of this paragraph in this Agreement.

**ARTICLE FOURTEEN
GOVERNING LAW**

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, all rights and remedies being governed by those laws.

**ARTICLE FIFTEEN
INDEMNIFICATION**

To the fullest extent permitted by law, the Company shall indemnify and hold harmless, and may advance expenses to, any Member, manager or other person, or any personal representative of such Member, manager or other person (collectively, the "Indemnitees"), from and against any and all claims and demands whatsoever, provided, however, that no indemnification may be made to or on behalf of any Indemnitee if a judgment or other final adjudication adverse to such Indemnitee establishes: (i) that its acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (ii) that it personally gained in fact a financial profit or other advantage to which it was not legally entitled. The provisions of this section shall continue to afford protection to each Indemnitee regardless of whether it remains a Member, manager, employee or agent of the Company.

**ARTICLE SIXTEEN
TAX MATTERS**

The Member of the Company and the Company intend that the Company be treated as a sole proprietorship for all income tax purposes, and it will file all necessary and appropriate forms in furtherance of that position.

IN WITNESS, the parties have executed this Agreement the day and year first above written.

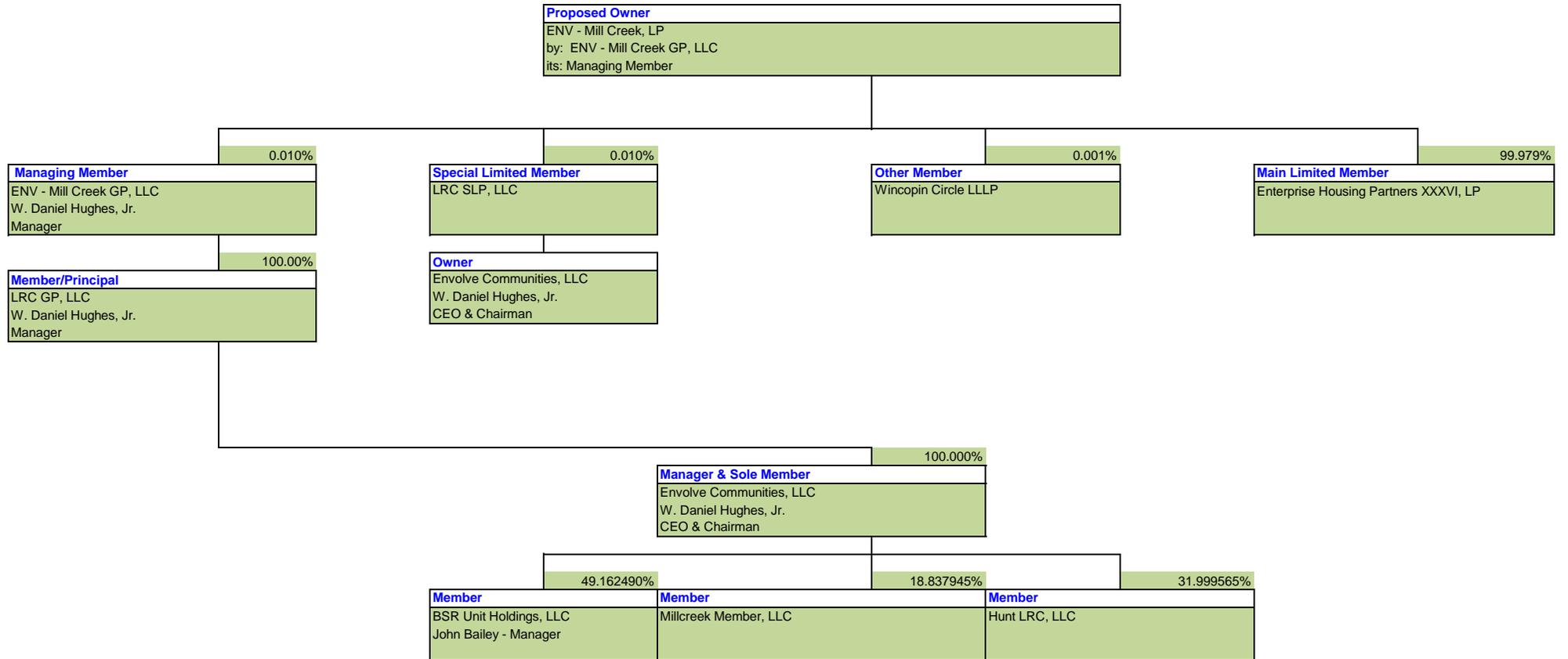
SOLE MEMBER:

LRC GP, LLC,
a Delaware limited liability company,
its Sole Member

By: Envolve Communities, LLC,
a Delaware limited liability company,
its Sole Member



By: W. Daniel Hughes, Jr.
Its: Chairman of the Board



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

May 13, 2022

Lisa Marie Conner
P.O. Box 1320
Richmond, VA, 23218

RECEIPT

RE: ENV - Mill Creek, LP
ID: 11387545
FILING NO: 2205134532285
WORK ORDER NO: 202205132713559

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing a certificate of limited partnership with this office.

The effective date of the certificate is May 13, 2022.

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

Richmond, May 13, 2022

This is to certify that the certificate of limited partnership of

ENV - Mill Creek, LP

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: May 13, 2022



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Limited Partnership - Certificate of Limited Partnership

Entity Information

Entity Name: ENV - Mill Creek, LP Entity Type: Limited Partnership
LLP Status: No

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity Locality: RICHMOND CITY
RA Qualification: N/A
Name: CORPORATION SERVICE COMPANY Email Address: N/A

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

Registered Office Address: 100 Shockoe Slip Fl 2,
Richmond, VA, 23219 -
4100, USA Contact Number: N/A

Principal Office Address

Address: 105 Tallapoosa St Ste 300, Montgomery, AL, 36104 - 2655, USA

Principal Information

Title	Name	Address
General Partner	ENV - Mill Creek GP, LLC	105 Tallapoosa St Ste 300, Montgomery, AL, 36104 - 2655, USA

Signature Information

Date Signed: 05/13/2022

Printed Name	Signature	Title
Allison T. Domson	Allison T. Domson	Organizer



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

Office of the Clerk

May 13, 2022

Lisa Marie Conner
P.O. Box 1320
Richmond, VA, 23218

RECEIPT

RE: ENV - Mill Creek GP, LLC
ID: 11387536
FILING NO: 2205134532223
WORK ORDER NO: 202205132713473

Dear Customer:

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

The effective date of the certificate of organization is May 13, 2022.

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

Richmond, May 13, 2022

This is to certify that the certificate of organization of

ENV - Mill Creek GP, LLC

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

Effective date: May 13, 2022



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Limited Liability Company - Articles of Organization

Entity Information

Entity Name: ENV - Mill Creek GP, LLC Entity Type: Limited Liability Company

Business Type

Industry Code: 0 - General

Duration

Perpetual(forever)

Registered Agent Information

RA Type: Entity

Locality: RICHMOND CITY

RA Qualification: N/A

Name: CORPORATION SERVICE
COMPANY

Email Address: N/A

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

Registered Office Address: 100 Shockoe Slip Fl 2,
Richmond, VA, 23219 -
4100, USA

Contact Number: N/A

Principal Office Address

Address: 105 Tallapoosa St Ste 300, Montgomery, AL, 36104 - 2655, USA

Principal Information

Management Structure: N/A

Signature Information

Date Signed: 05/13/2022

Executed in the name of the limited liability company by:

Printed Name	Signature	Title
Allison T. Domson	Allison T. Domson	Organizer

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, MAY 13, 2022

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

ENV - Mill Creek GP, LLC

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

CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective May 13, 2022.

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

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "Judith Williams Jagdmann". The signature is fluid and cursive, with a large initial "J" and "W".

Judith Williams Jagdmann
Commissioner

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification Instructions

General Instructions:

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Definitions:

Development - the proposed multifamily rental housing development

Participants - the principals who will participate in the ownership of the development

Principal - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and

Instructions, cont'd

- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

Please follow guidelines below for listing principals.

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership
- If the owner is an LLC, list the names of all members regardless of % interest
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.



Previous Participation Certification

Development Name: _____

Name of Applicant (entity): _____

I hereby certify that:

1. All the statements made by me 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.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, 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 the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

9. None of the participants has 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. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating 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 has 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. None of the participants 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 in such property. This does not refer to corrected 8823's.
14. None of the participants is 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. None of the participants 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.

W. Daniel Hughes, Jr.

Signature

Printed Name

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Mill Creek Apartments
 Name of Applicant: William D. Hughes, Jr. for ENV - Mill Creek, LP

INSTRUCTIONS:

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2003 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Controlling GP (CGP) or 'Named' Managing

Principal's Name: _____ Member of Proposed property? * Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Albert Pike - Arkansas	Summit Albert Pike LP	Y	131	130	2013	2013	N
2	Aspen Park - Texas	Summit Aspen Park Apartments, Ltd.	Y	256	231	2007	2007	N
3	Arbor Place - Louisiana	Arbor Palce Apartments Partners, Ltd	Y	136	69	2009	2009	N
4	Ashland Woods Apartments	LRC - Ashland Woods, LP	Y	150	150	2018	2018	N
5	Audubon Village I	LRC - Audubon Village I, LP	Y	160	160	2018	2018	N
6	Audubon Village II	LRC - Audubon Village II, LP	Y	54	54	2018	2018	N
7	Azalea Point - Alabama	Summit Village Green, Ltd.	Y	208	208	2004	2004	N
8	Belmont Village - Louisiana	Summit Belmont Village Apartments, Ltd.	Y	204	104	2010	2010	N
9	Brookhaven - Oklahoma	Summit Brookhaven Apartments, L.P.	Y	120	120	2008	2009	N
10	Callier Forest - Georgia	Callier Forest, L.P.	Y	130	130	2004	2005	N
11	Center Ridge - Texas	Summit Center Ridge Apartments, Ltd	Y	224	213	2008	2008	N
12	Champions Crossing	Champions Crossing, L.P.	Y	156	156	2014	2015	Y
13	Coral Hills - Texas	Coral Hills Apartments, Ltd	Y	174	172	2006	2007	N
14	Clear Horizon - Louisiana	Summit Clear Horizon Apartments, LP	Y	84	84	2013	2014	N
15	Country Place - Kentucky	Summit Country Place Apartments, Ltd.	Y	150	150	2011	2012	N
16	Coweta - Oklahoma	Summit Coweta Apartments, LP	Y	60	60	2013	2014	N
17	Crestwood Apartments	Summit Crestwood Apartments, Ltd.	Y	216	216	2011	2011	N
18	Creekwood - Alabama	Summit Creekwood, Ltd	Y	125	121	2003	2003	N
19	Downing Place Townhomes	LRC - Downing Place, LP	Y	193	155	2018	2019	N
20	Deville Manor Apartments	LRC - Deville Manor, LP	Y	104	104	2018	2019	N
21	Eagles Landing	LRC - Eagles Landing, LP	Y	80	80	2016	2016	N
22	Eastgate - Georgia	Eastgate Apartments, Ltd.	Y	96	96	2005	2005	N
23	Elm Ridge - Texas	Elm Ridge Affordable Partners, Ltd.	Y	130	130	2011	2012	N
24	Emerald Point - Louisiana	Emerald Point Apartments Partners, Ltd.	Y	120	72	2008	2008	N
25	Fairview - Georgia	Thomaston Housing Partners, Ltd.	Y	100	98	2005	2006	N
26	Forest Court	LRC - Forest Westover, LP	Y	180	180	2017	2017	N
27	Forrester Gardens - Alabama	Summit Forrester Gardens Ltd.	Y	152	146	2003	2003	N
28	Franklin Place Townhomes	Frankling Place Townhomes, LP	Y	96	96	2014	2014	N
29	Garden Oaks - Louisiana	Summit Garden Oaks Ltd.	Y	98	98	2013	2013	N
30	Griner Gardens	Griner Gardens, LP	Y	48	48	2017	2018	N
31	Groveland Terrace	Groveland Terrace, LP	Y	52	52	2005	2005	N
32	Hillcrest - Texas	Summit Hillcrest Apartments, Ltd.	Y	353	299	2007	2007	N
33	Hickory Park - Georgia	Hickory Park, Ltd.	Y	150	150	2003	2003	N
34	Heritage View - Alabama	Summit Heritage View, Ltd	Y	55	55	2011	2012	N
35	Indian Springs Apartments	LRC - Indian Springs, LP	Y	261	261	2017	2018	N
36	Lakewood Terrace - Florida	Lakewood Terrace Affordable Housing Group, Ltd.	Y	132	132	2010	2010	N
37	Lapalco Court - Louisiana	Lapalco Court Apartments Partners, Ltd.	Y	100	45	2009	2009	N

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

1st PAGE
 TOTAL: 5,238 4,825

LIHTC as % of
 92% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Tab E:

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

Prepared by:
Michael H. Nuckols, Esq. (VSB #18564)
Faggert & Frieden, P.C.
222 Central Park Avenue, Suite 1300
Virginia Beach, Virginia 23464

Tax Map/Parcel Nos.: 0452004000000; 0452004000011; 0452004000021; 0452004000031; 0452004000041;
0452004000051; 0452004000061; 0452004000071; 0452004000081; 0452004000091;
0452004000101;

Consideration: \$11,570,000.00
Assessed Value: \$ 9,026,100.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the 18th day of October, 2018, by and between MILL CREEK APARTMENTS, L.P., a Virginia limited partnership ("Grantor"), and MILLCREEK DEVELOPMENT PARTNERSHIP, L.P., a Tennessee limited partnership ("Grantee"), with an address of 105 Tallapoosa Street, Suite 300, Montgomery, Alabama 36104.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration not set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL AND CONVEY unto Grantee, in fee simple WITH SPECIAL WARRANTY OF TITLE, the following described real estate, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The conveyance of the real estate described in Exhibit A is made expressly subject to such recorded restrictions, conditions and easements as may lawfully apply to the real estate or any part thereof.

[SIGNATURE PAGE FOLLOWS]

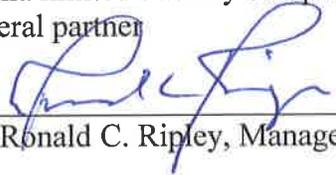
RECEIVED
FOR RECORDING ONLY
2018 OCT 23 PM 1:10
CHESAPEAKE CIRCUIT COURT

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day, month, and year first above written, with the intention of creating an instrument under seal.

GRANTOR:

MILL CREEK APARTMENTS, L.P.,
a Virginia limited partnership

By: MILL CREEK GP, L.L.C.,
a Virginia limited liability company
Its General partner

By:  (SEAL)
Ronald C. Ripley, Manager

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was sworn to before me in the city/county and state aforesaid this 18th day of October, 2018, by Ronald C. Ripley, who is personally known to me, as the Manager of Mill Creek GP, L.L.C., a Virginia limited liability company, the General Partner of Mill Creek Apartments, L.P., a Virginia limited partnership, on behalf of the partnership.

My Commission expires: January 31, 2021

Registration Number: 249488


Notary Public



Grantee's Address:
105 Tallapoosa Street, Suite 300
Montgomery, Alabama 36104

EXHIBIT A

Legal Description to Deed

All those certain condominium units being designated as Units 205, 213, 217, 221, 225, 229, 233, 237, 241 and 245 (the "Condominium Units"), in Mill Creek Parkway Condominium (the "Condominium"), located in Chesapeake, Virginia, and as further designated and described in that certain Declaration entitled "DECLARATION SUBMITTING REAL PROPERTY TO THE CONDOMINIUM ACT AND CREATING AND ESTABLISHING A CONDOMINIUM KNOWN AS MILL CREEK PARKWAY CONDOMINIUM", dated December 6, 1996, recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book 3439, at Page 645, as amended by that certain Amendment entitled "AMENDMENT TO DECLARATION SUBMITTING REAL PROPERTY TO THE CONDOMINIUM ACT AND CREATING AND ESTABLISHING A CONDOMINIUM KNOWN AS MILL CREEK PARKWAY CONDOMINIUM", dated July 15, 1997, recorded in the aforesaid Clerk's Office in Deed Book 3597, at Page 635 (as amended, the "Declaration"), together with the undivided interest in the common elements of the Condominium appurtenant to the Condominium Units, all as more particularly described and allocated in the Declaration, as amended from time to time.

IT BEING the same property conveyed to Mill Creek Apartments, L.P., a Virginia limited partnership ("Mill Creek"), from Vico Construction Corporation, a Virginia corporation, by deed dated November 10, 1995, recorded in the aforesaid Clerk's office in Deed Book 3292, at Page 203, and subjected to the aforesaid condominium regime by Mill Creek.

**INSTRUMENT # 180028220
RECORDED CHESAPEAKE CIRCUIT COURT CLERK'S OFFICE
Oct 24, 2018 AT 08:41 am
ALAN P. KRASNOFF, CLERK by MRW
\$11,570.00 GRANTOR TAX WAS PAID
AS REQUIRED BY SEC 58.102 OF THE VA. CODE
STATE: \$5,785.00 LOCAL: \$5,785.00**



Parcel Number: 0452004000000
Property Address (Primary): 201 MILL CREEK PKWY
 CHESAPEAKE , 23323
Parcel Class: 4021
Parcel Class Description: COMMERCIAL - CONDO MAIN

Summary

Property Owner	MILLCREEK DEVELOPMENT PARTNERSHIP L P
Owner Address Address	105 TALLAPOOSA ST STE 300 MONTGOMERY , AL 36104
Zoning	RMF1: Multi-Family Residential
Acreage	7.474
Legal Description	MASTER SHEET AMND PLAT MILL CREEK PKWY CONDO

Site Information

Neighborhood Number	0001
Neighborhood Description	COMMERCIAL
Borough:	DEEP CREEK
Building Name	MILL CREEK APTS (CONDO-MASTER CARD)
Frontage Length	
Other Dimensions	CONDO
Land Use Participant	No

Assessment Information

Date	Fiscal Year	Land Value	Land Use Value	Improvement Value	Total Value
7/1/2022	2023				
7/1/2021	2022				
7/1/2020	2021				
7/1/2019	2020				
7/1/2018	2019				
7/1/2017	2018				
7/1/2016	2017	\$480,000			\$480,000
7/1/2015	2016	\$480,000			\$480,000
7/1/2014	2015	\$480,000			\$480,000
7/1/2013	2014	\$480,000		\$4,069,200	\$4,549,200
7/1/2012	2013	\$480,000		\$4,069,200	\$4,549,200
7/1/2011	2012	\$480,000		\$4,069,200	\$4,549,200
7/1/2010	2011	\$480,000		\$4,069,200	\$4,549,200
7/1/2009	2010	\$480,000		\$4,069,200	\$4,549,200
7/1/2008	2009	\$480,000		\$4,069,200	\$4,549,200
7/1/2007	2008	\$480,000		\$4,069,200	\$4,549,200
7/1/2006	2007	\$480,000		\$4,069,200	\$4,549,200
7/1/2005	2006	\$480,000		\$4,069,200	\$4,549,200

Ownership Information

Buyer Name	Seller Name	Sale Date	Sale Amount	Deed Book	Deed Page	Map Book/Page
MILLCREEK DEVELOPMENT PARTNERSHIP L P	MILL CREEK APARTMENTS L P	10/24/2018	\$11,570,000	9962	789	125/44
MILL CREEK APARTMENTS L P		12/26/1996	\$	3439	645	01250044

Segments Information

Outbuilding Information

Building Description	Year Built	Square Feet
----------------------	------------	-------------

Real Estate Tax

Current Year	Bill Number	Year	Installment	Date Due	Tax Billed	Tax Paid	Balance Due
--------------	-------------	------	-------------	----------	------------	----------	-------------

Please contact the Treasurer's Office at (757) 382-6281 if you have questions regarding Tax Paid or Balance Due. Storm Water Fees and prior balances do not show on this tab.

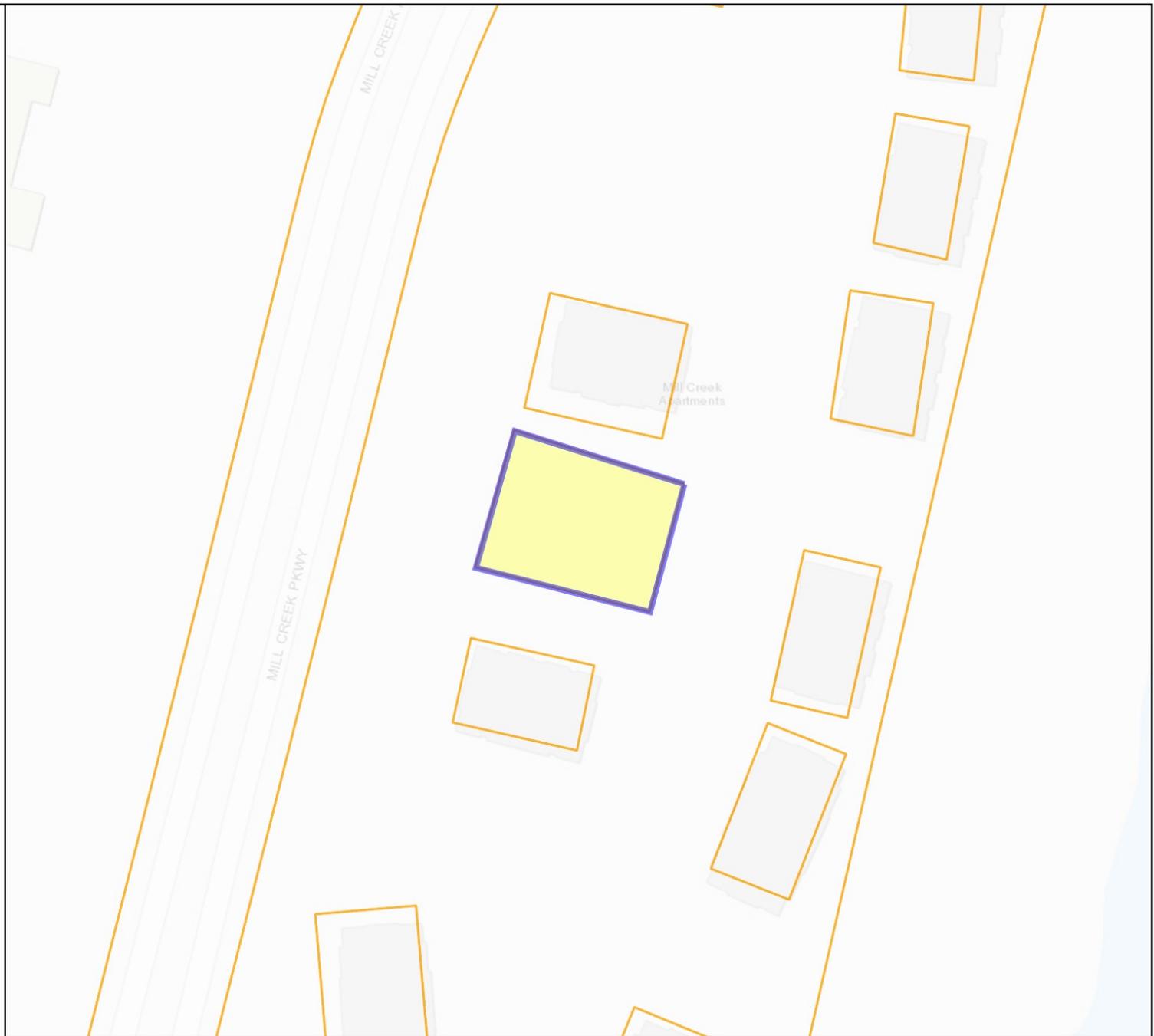
Real Estate Notes

Note

City of Chesapeake, Virginia

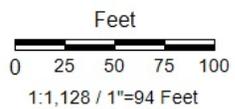
Legend

-  Parcels
-  City Boundary



Parcel Number: 0452004000000

Date: 7/26/2022



DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and City of Chesapeake is not responsible for its accuracy or how current it may be.

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

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

In addition provide HERS rating 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, applicant will obtain and provide EnergyStar Certification to Virginia Housing.

Rehabilitation -30% performance increase over existing, based on HERS Index
Or Must evidence a HERS Index of 80 or better
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

Adaptive Reuse - Must evidence a HERS Index of 95 or better.
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

Additional Optional Certifications

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

FALSE Earthcraft Certification - The development's design meets the criteria to obtain EarthCraft Multifamily program Gold certification or higher

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

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

FALSE Enterprise Green Communities - The developmen's design meets the criteria for meeting meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

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

Signed: 

Date: 8/5/22

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridiant

Signature 

Provider Contact and Phone/Email Sean Evensen-Shanley (804)212-1934 /sean.shanley@viridiant.org

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-07-27

Registry ID:

Ekotrope ID: ILV0P0Pv

HERS® Index Score:

74

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

Annual Savings

\$622

*Relative to an average U.S. home

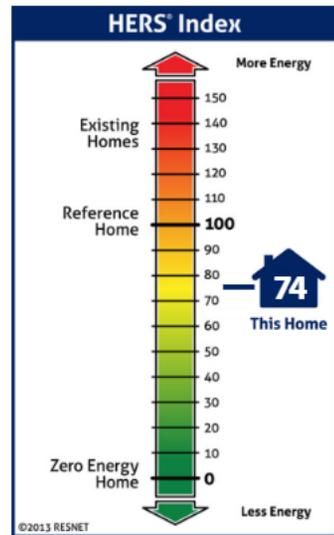
Home:
201 Mill Creek Parkway
Chesapeake, VA 23323

Builder:
Envolve

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	8.3
Cooling	2.6
Hot Water	5.6
Lights/Appliances	11.7
Service Charges	
Generation (e.g. Solar)	0.0
Total:	28.2

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	933 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	10 ACH50
Ventilation:	None
Duct Leakage to Outside:	139.95 CFM @ 25Pa (15 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.33
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220

Bill Riggs, Certified Energy Rater
Digitally signed: 8/5/22 at 11:33 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-07-27

Registry ID:

Ekotrope ID: P2lqAqxL

HERS® Index Score:

77

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

Annual Savings

\$705

*Relative to an average U.S. home

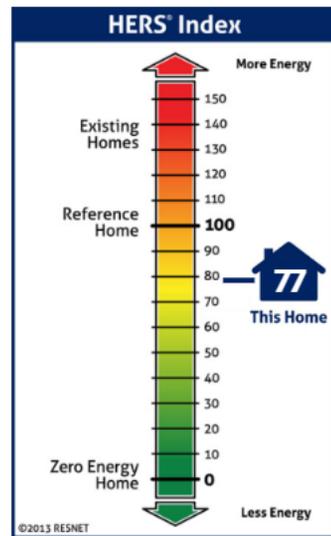
Home:
201 Mill Creek Parkway
Chesapeake, VA 23323

Builder:
Envolve

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	12.1
Cooling	2.3
Hot Water	7.5
Lights/Appliances	13.6
Service Charges	
Generation (e.g. Solar)	0.0
Total:	35.5

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,194 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	10 ACH50
Ventilation:	None
Duct Leakage to Outside:	179.1 CFM @ 25Pa (15 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.3, SHGC: 0.33
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

Rating Company: Viridiant
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant
1431 W. Main Street, Richmond, VA 23220


Bill Riggs, Certified Energy Rater
Digitally signed: 8/5/22 at 11:33 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-07-27

Registry ID:

Ekotrope ID: KvpX7AEv

HERS® Index Score:

78

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

Annual Savings

\$697

*Relative to an average U.S. home

Home:

201 Mill Creek Parkway
Chesapeake, VA 23323

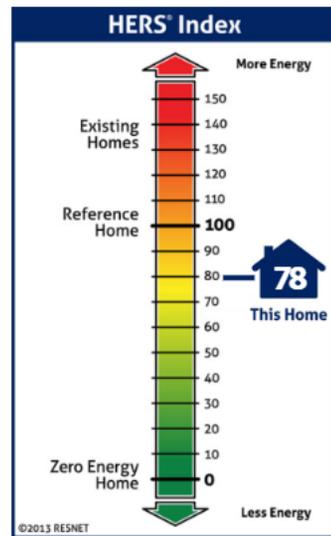
Builder:

Envolve

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	10.9
Cooling	3.2
Hot Water	7.5
Lights/Appliances	13.6
Service Charges	
Generation (e.g. Solar)	0.0
Total:	35.2

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,194 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	10 ACH50
Ventilation:	None
Duct Leakage to Outside:	179.1 CFM @ 25Pa (15 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Attic, R-38
Window Type:	U-Value: 0.3, SHGC: 0.33
Foundation Walls:	N/A
Framed Floor:	R-0

Rating Completed by:

Energy Rater: Bill Riggs

RESNET ID: 3259518

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Bill Riggs, Certified Energy Rater

Digitally signed: 8/5/22 at 11:33 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2022-07-27

Registry ID:

Ekotrope ID: YLeeZGzL

HERS® Index Score:

76

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

Annual Savings

\$611

*Relative to an average U.S. home

Home:

201 Mill Creek Parkway
Chesapeake, VA 23323

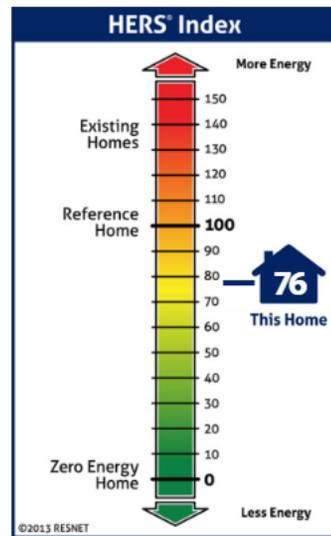
Builder:

Envolve

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	10.2
Cooling	1.9
Hot Water	5.6
Lights/Appliances	11.7
Service Charges	
Generation (e.g. Solar)	0.0
Total:	29.5

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	933 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	10 ACH50
Ventilation:	None
Duct Leakage to Outside:	139.95 CFM @ 25Pa (15 / 100 ft ²)
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.3, SHGC: 0.33
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Bill Riggs

RESNET ID: 3259518

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Bill Riggs, Certified Energy Rater

Digitally signed: 8/5/22 at 11:33 AM



Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE:

TO: Virginia Housing
 Attention: JD Bondurant
 601 South Belvidere Street
 Richmond, Virginia 23220

RE:

ZONING CERTIFICATION

Mill Creek Apartments

Name of Development:

ENV - Mill Creek, LP

Name of Owner/Applicant:

Millcreek Development Partnership, LP

Name of Seller/Current Owner:

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 for the purpose of confirming proper zoning for the site 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 VHDA's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:

201 Mill Creek Parkway Chesapeake, VA 23323

Legal Description:

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____	# Units	_____	# Buildings	_____	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	_____	# Units	_____	# Buildings	_____	Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>120</u>	# Units	<u>10</u>	# Buildings	<u>125.766</u>	Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: R-MF-1, multi-family residential allowing a density of 16 units per acre, and the following other applicable conditions

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as 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 an approved non-conforming use. 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.

Dale Ware
Signature

Dale Ware
Printed Name

Zoning Plans Reviewer II
Title of Local Official or Civil Engineer

(757) 382-6385
Phone:

06/10/2022
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 call the Tax Credit Allocation Department at (804) 343-5518.

June 10, 2022

Williams Mullen
Cabell Jones
200 S. 10th Street, Suite 1600
Richmond, VA 23219

RE: Mill Creek Apartments, 201 Mill Creek Parkway, Deep Creek Borough – Suburban Overlay District, Chesapeake, Virginia. Real Estate Parcel No. 0452004000000 - hereafter referred as the “Property” – Zoning Confirmation.

Dear Ms. Jones:

The Property is zoned R-MF-1, (multifamily residential district without proffers and stipulations,) on Zoning Map 153. The Property was built in approximately 1995, and based on the materials available from our records; the Property is conforming as to the use, structures and parking. The Property was developed as Mill Creek Apartments (SP-95-08) under the 1993 Chesapeake Zoning Ordinance. As-built’ were approved for the Certificates of Occupancy. Currently under the development standards, 16 dwelling units are permitted per acre with 2 parking spaces required per unit. In the event of a casualty, the Project shall be re-built in accordance with Section 16-1600 ET seq of the Chesapeake Zoning Ordinance

This determination is issued under the authority of Sections 3-201 and 20-101 of the CZO, and is valid as of June 10, 2022 and subject to change. This determination is based only on the facts contained in this letter, and those made known to the City’s Department of Development and Permits in writing. It only addresses matter related to the CZO and does not indicate compliance with any private deed restriction or any other city, state or federal law or regulation. To the best of my knowledge, as of this date, I am not aware of any violations of the zoning or subdivision ordinance on the Property.

In accordance with Section 15.2-2311 of the Code of Virginia, anyone aggrieved by this decision has thirty (30) days from the date of this letter to appeal the above decision to the Chesapeake Board of Zoning Appeals (BZA) or this decision shall be final and un-appealable. The cost for filing an appeal to the BZA includes a \$175 administration fee including the cost of required advertising. If you have any questions, please do not hesitate to contact me at (757) 382-6385.

Sincerely,



Dale Ware, AICP, CZA
Zoning Plans Examiner II

Tab H:

Attorney's Opinion (MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6915
adomson@williamsmullen.com

September 1, 2022

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

RE: 2022 Tax Credit Reservation Request

Name of Development: Mill Creek Apartments

Name of Owner: ENV – Mill Creek, LP

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated September 1, 2022 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

WILLIAMS MULLEN

September 1, 2022
Page 2

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. 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 Code §42(d)(2)(B) are not correct.

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

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

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

WILLIAMS MULLEN, A Professional Corporation



By: _____

Allison T. Domson

Its: Shareholder

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Temporary Relocation Plan

Envolve Communities, LLC

Mill Creek Apartments

Table of Contents

- Cover Page
- Relocation Procedure Narrative
- CDC Advisory Handout
- Relocation Concierge Program
- Management Company Interaction Protocols
- Relocation Personnel Information
- Sample Notifications / Tenant Relocation Information
 - 30 Day Temporary Move Notice (ADA Unit)
 - 30 Day Temporary Move Notice
 - General Information Notice Residential Tenant
 - Notice (ADA Unit): Move from Temporary Dwelling to Permanent Dwelling
 - Notice: Move from Temporary Dwelling to Permanent Dwelling
 - Notice of No displacement to Residential Tenant
 - Renovation Information
 - Relocation FAQ's
 - Resident Packing Information
- Property Hierarchy • Notice to Residents
 - Relocation Interview Checklist
- Construction
 - Start and Completion Dates
 - Unit Delivery Schedule
- Advisory Services
- Virginia Housing Guidelines

Relocation Procedure Narrative

It is the intent of this plan to avoid any permanent displacement of the residents, and it is not anticipated that any resident will be permanently displaced. The planned scope of work will allow residents to reside in their units while work is being completed. The scope primarily focuses on the upgrade of the existing conditions such as new flooring, wall and ceiling finishes, countertops, cabinets, light fixtures, etc. The contracted scope of work has been developed to localize work between the hours of 8:00 am to 5:00 pm in a single day.

If due to unforeseen circumstances, a unit cannot be returned to fully operational status for resident's evening use, the resident will be provided equitable alternative housing, either in a vacant unit or a hotel until the unit is returned to fully operational status. A hospitality space will be provided for residents to go during the day while work is being completed in their unit.

RELOCATION TEAM

Envolve Communities, LLC has set up a Relocation Team to oversee and manage communications with residents during this process.

Courtney Ferebee (Site Manager) will be responsible for assessing tenant's special needs, communicating project schedules/relocation options and coordinating professional movers. She will be assisted by Dana Polston (Regional Manager) and Tammy Nunnally (VP of Portfolio Operations).

Dennis Waters (VP of Construction Management) will oversee the relocation budget.

At each step along the way residents will receive written notification and will be met with in a group setting or individually, depending upon the stage of the process. If staff is unable to meet individually or in a group setting due to social distancing or any health reasons, then a phone call would take the place of an in-person meeting.

The process can best be summarized in the Five (5) Steps outlined below.

THE FIVE STEPS

The relocation team provides numerous written notices to the residents, including:

Pre-Construction – All Resident Meeting:

- Issue the General Information Notice, including information on construction -- kick-off meeting.
- On-site construction staff and project team are introduced.
- Team reviews the in-unit and common area scopes of work with tenants.
- Team discusses specific relocation benefit options.

Individual Household Interview:

- Tenant interview will be conducted to help the planning process.
- The interviews occur 30 days prior to the beginning of construction for any particular unit.
- Inquiries made to the residents include language needs, moving assistance needs, health needs, and any special physical needs.
- Please see "Relocation Budget & Schedule" spreadsheet for interview schedule & "Relocation Interview Checklist".

Construction Readiness:

- Issue Notice - Provide additional information about the duration of the tenant's unit construction, their relocation options and the location of hospitality suites.
- Meet with residents to review unit for construction readiness. Moving crew and maintenance staff will be available on-site to move items and complete final tasks.
- Provide residents with their relocation benefits. See "Relocation Stipend Summary" below for further detail.
- Construction begins for the unit.

Construction in Unit:

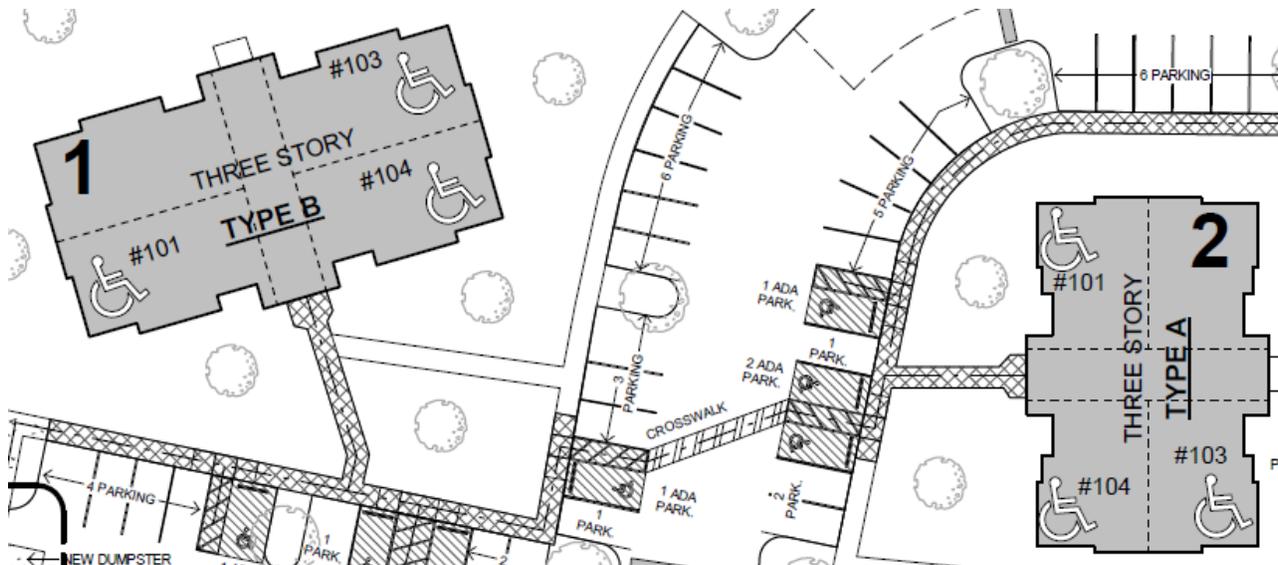
- Please see attached spreadsheet and schedule for construction work schedule.
- Contractor completes scope of work, including final cleaning.
- Architect prepares punch list.
- Contractor completes any punch list work.
- Architect back checks to confirm all punch list work and final cleaning is complete. They issue AIA G704 Cert. of Substantial Completion for this group of units.
- Owner representative walks unit to confirm it is acceptable.
- Movers bring any items moved to on-site storage back into unit.
- Schedule includes a Covid-19 mitigation move back schedule:
 - Day 1: Cleaning
 - Day 2: Movers return items to the unit, cleaners conduct a final clean
 - Day 3: Isolate unit
 - Day 4: Resident moves back home

Completion:

- Issue Completion Notice: The notice will be delivered to residents to provide additional information about the date and process of construction completion in their unit.
- Resident returns back to their unit on specified date.---- inspects unit with resident and confirms resident is happy with work completed. Any further revisions spotted during review are to be completed by contractor with proper notice between both Owner and resident.
- If resident and Owner are unable to conduct unit together due to social distancing measures or health precautions; then the resident and Owner would verbally discuss the unit over the phone and if possible, conduct a virtual walk through of the unit together.

RELOCATION PREPARATION SUMMARY

Limited resident relocation is expected as part of the proposed rehabilitation of Mill Creek Apartments in Chesapeake, VA. Residents living in one of the 7 ADA units that will be remodeled should be the only residents effected. These units will become HUD regulated and will adhere to requirements of section 504 of the Rehabilitation Act.



Envolve will provide residents with the necessary packing materials including boxes and tape. These materials are provided 30-45 days prior to relocation. All residents will be provided moving boxes and moving assistance to pack up and unpack their belongings, if desired, at no cost to the residents. The management team also schedules regular check-ins with the residents to make ensure they are prepared for their move weeks in advance of the actual move out date. All items need to be removed from the kitchen countertops, cabinets, walls and floors and placed in the living room or bedroom. Closets and closet floors need to be clear of all items. These items are then secured covered with prep plastic to keep out any construction debris. Residents are asked to remove items of extra value or sentiment from the unit. After packing is complete the goal is to have a clear pathway left from the front door to the kitchen, bathrooms, and windows.

Envolve will hire a bonded and insured professional moving company to move tenant belongings, as well as help tenants pack in circumstances where the tenant is unable to pack or chooses not to do so. will be responsible for all moving costs to avoid financial hardship totenants.

Although we are not anticipating any out-of-pocket expenses for tenants, management will review reasonable reimbursement requests based on Virginia Housing guidelines for moving cost reimbursement. Units that contain considerable amount of overflow that will impede the scope of work to be performed will be moved to secure storage containers on the site as needed. These same movers will be available during the unit renovation in order to carefully shift belongings within the unit for the contractor to complete their scope. Damages are covered by the construction period insurance policy.

MOVING, PACKING, AND TEMPORARY RELOCATION of RESIDENT PERSONAL PROPERTY & ASSISTANCE WITH MOVING PERSONAL ITEMS

We anticipate five days for the unit renovations. If for any reason the anticipated number of relocation days proves insufficient, we will provide notice to the remaining residents advising that we are increasing the number of days of temporary relocation.

The unit construction will be done on a rolling basis, with approximately eighteen units at a time moving in/out staggered over the course of the construction period. The schedule will proceed by floors, with one third of the households moving out/in at a time.

We will have storage pods available to store those residents' belongings. Please note that units will not be accessible to tenants during their relocation for safety reasons.

Relocation Personnel Information

Courtney Ferebee - Property Manager

201 Mill Creek Parkway, VA 23323

(757) 485-4800

Dana Polston - Regional Manager

dana.polston@envovellc.com

105 Tallapoosa Street Montgomery, AL 36104

(757) 816-7923

Tammy Nunnally - VP, Portfolio Operations

tammy.nunnally@envovellc.com

105 Tallapoosa Street Montgomery, AL 36104

(334) 954-4458

Dennis Waters - VP of Construction Management

dennis.waters@envovellc.com

105 Tallapoosa Street Montgomery, AL 36104

(334) 954-4458

Relocation Interview Checklist

Sample Tenant Notifications

Relocation Interview Checklist

Interview Date: _____

Name of _____

Head of Household: _____ Unit: _____

1. What is the current household size and composition?

Number of Household Members: _____

*If more than 1 household member what is the relationship to the head of household:

2. What are the ages of the household members?

Household Member 1 _____

Household Member 2 _____

3. What is the total monthly income of the household member(s)?

Head of Household: _____

Household Member 2: _____

4. What is the monthly rental amount of the unit? _____

5. How long has the household lived in the unit? _____

6. What is the primary language of the household? -----

7. Do any household member(s) require a special accommodation or moving assistance during their relocation? If yes, describe below.

8. Do you plan to stay with Friends and Family or at the hotel?

9. Does the household have any animals in their unit? If yes, describe below.

I acknowledge and understand that my unit will be renovated and that I will be voluntarily relocating for a limited amount of time in order for this work to be completed.

I have notified or will notify management about any health concerns related to my relocation so that they can assist me in making a special accommodation.

Head of Household: _____

Signature

Date

Other Household Members: _____

Signature

Date

Relocation Manager:

Signature

Date

30 DAY TEMPORARY MOVE NOTICE (ADA UNIT)

[DATE]

[RESIDENT NAME]
[ADDRESS, UNIT #]
City, State

Dear [RESIDENT NAME]:

On [Date of GIN], you were notified of plans to rehabilitate the property you currently occupy. In order to carry out the rehabilitation, you will be required to move temporarily so the project can be completed.

Your Scheduled move out date is Sunday, 2020

This Notice guarantees you the following: _____

You will be required to move temporarily for a period not to exceed 21 days.

1. The temporary unit will be inspected to ensure they are Decent, Safe and Sanitary for your occupancy.
2. You will receive relocation advisory services from -----, which includes relocation counseling and coordination with the moving company.
3. You may be eligible for reimbursement of reasonable out-of-pocket expenses, if incurred.

The address of your temporary unit is:

[Address]

The room is available for you ON: Sunday, 2020.

Upon completion of the rehabilitation, you will be able to return to your current apartment.

The newly rehabilitated apartment will be decent, safe and sanitary and accommodate the number of rooms for your family size. Of course, you must comply with the reasonable terms and conditions of your lease.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. If you elect to move for your own reasons you will not receive any relocation assistance. If you choose not to return to [ADDRESS, UNIT #] after completion of construction, you will not qualify as a displaced person, nor will you be eligible for any further relocation benefits.

If you have any questions, please contact our Relocation Personnel, located at and the telephone number is . Remember; do not move before we have a chance to discuss your eligibility for assistance.

This letter is important to you and should, be retained.

Sincerely,

----- LP

ACKNOWLEDGEMENT of RECEIPT:

Received By: _____ Date:

30 DAY TEMPORARY MOVE NOTICE (ADA UNIT)

[DATE]

[RESIDENT NAME]
[ADDRESS, UNIT #]
City, State

Dear [RESIDENT NAME]:

On [Date of GIN], you were notified of plans to rehabilitate the property you currently occupy. In order to carry out the rehabilitation, you will be required to move temporarily so the project can be completed.

Your Scheduled move out date is Sunday, 2020

This Notice guarantees you the following: _____

1. You will be required to move temporarily for a period not to exceed _____ days.
2. The temporary unit will be inspected to ensure they are Decent, Safe and Sanitary for your occupancy.
3. You will receive relocation advisory services from the Relocation Consultants, which includes relocation counseling and coordination with the moving company.
4. You may be eligible for reimbursement of reasonable out-of-pocket expenses, if incurred.

The address of your temporary unit is:

[Address]
The room is available for you ON: Sunday, 2020.

Upon completion of the rehabilitation, you will be able to return to your current apartment.

The newly rehabilitated apartment will be decent, safe and sanitary and accommodate the number of rooms for your family size. Of course, you must comply with the reasonable terms and conditions of your lease.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. If you elect to move for your own reasons you will not receive any relocation assistance. If you choose not to return to [ADDRESS, UNIT #] after completion of construction, you will not qualify as a displaced person, nor will you be eligible for any further relocation benefits.

If you have any questions, please contact our Relocation Personnel, located at _____ and the telephone number is _____. Remember; do not move before we have a chance to discuss your eligibility for assistance.

This letter is important to you and should, be retained.

Sincerely,

-----LP

ACKNOWLEDGEMENT of RECEIPT:

Received By: _____ Date:

GENERAL INFORMATION NOTICE
RESIDENTIAL TENANT

[DATE]

[RESIDENT NAME]
[ADDRESS, UNIT #]
City, State

Dear [RESIDENT NAME]:

Project Name) is rehabilitating the property you currently occupy at [ADDRESS, UNIT #],

The purpose of this notice is to inform that you will not be displaced in connection with the proposed rehabilitation project.

You will be required to move temporarily so that the rehabilitation can be completed in your unit. You will be moved temporarily into a suitable housing. A professional moving company will be contracted to pack and move your personal property at no cost to you. You will be reimbursed for reasonable out-of-pocket expense incurred due to the temporary move.

You will need to continue to pay your rent and comply with all other lease terms and conditions.

Upon completion of the rehabilitation, you will be able to return to your apartment and continue to lease and occupy your present apartment under reasonable terms and conditions.

PROJECT will comply with all requirements regarding tenant rights outlined in the ----- order), as well as any local ordinances issued by the City to ensure that tenant rights are protected.

If Federal financial assistance is provided for the proposed rehabilitation project, you will be protected by Federal law; Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). One of the URA protections for persons temporarily relocated is that such relocation shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA.

This assistance would be in addition to any assistance you may have received in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal if you feel that your application for assistance was not properly considered.

We urge you not to move at this time. If you choose to move, you will not be provided relocation assistance.

Please remember:

This is not a notice to vacate the premises.
This is not a notice of permanent relocation eligibility.

The Owner has retained the professional firm of . to represent it and assist you in the temporary relocation process. If you have any questions about our plans, please contact Relocation Personnel, located at ADDRESS and the telephone number is .

PROJECT will be hosting an information meeting regarding the plans for the rehabilitation of the property. All residents are invited to attend. We will answer any questions you may have and give you as much preliminary information as is available at that time.

Meeting:

Date: [DATE]

Location: [LOCATION]

Time: [TIME]

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.

Sincerely,

[Name]

[Title]

LP

ACKNOWLEDGEMENT of RECEIPT:

Received By: _____ Date: _____

NOTICE (ADA UNIT)
MOVE FROM TEMPORARY DWELLING TO PERMANENT DWELLING

[DATE]

[RESIDENT NAME]
[ADDRESS, UNIT #]

Dear [RESIDENT NAME]:

In order to complete renovations to your unit at PROJECT it was necessary for you to be temporarily relocated to HOTEL NAME during the rehabilitation.

This is your notice that the renovations to your permanent unit located at [ADDRESS, UNIT #] will soon be completed. It is anticipated that your permanent unit will be ready for occupancy on . The newly renovated apartment will be decent, safe and sanitary and accommodate the number of rooms for your family size according to housing standards. Of course, you must comply with the terms and conditions of your lease.

You have been scheduled to move back to your permanent unit at PROJECT on DATE . The movers are scheduled to drop off your personal items at TIME.

If you have any questions, please contact our Relocation Team located at ADDRESS and the telephone number is .

This letter is important to you and should be retained.

Sincerely,

-----LP

ACKNOWLEDGEMENT of RECEIPT:

Received By: _____ Date: _____

NOTICE
MOVE FROM TEMPORARY DWELLING TO PERMANENT DWELLING

[DATE]

[RESIDENT NAME]
[ADDRESS, UNIT #]

Dear [RESIDENT NAME]:

In order to complete renovations to your unit at PROJECT it was necessary for you to be temporarily relocated to HOTEL NAME during the rehabilitation.

This is your notice that the renovations to your permanent unit located at [ADDRESS, UNIT #] will soon be completed. It is anticipated that your permanent unit will be ready for occupancy on DATE . The newly renovated apartment will be decent, safe and sanitary and accommodate the number of rooms for your family size according to housing standards. Of course, you must comply with the terms and conditions of your lease.

You have been scheduled to move back to your permanent unit at PROJECT on DATE. The movers are scheduled to drop off your personal items at 8:00 A.M.

If you have any questions, please contact our Relocation Team located at ADDRESS and telephone number is -----.

This letter is important to you and should be retained.

Sincerely,

OWNER

ACKNOWLEDGEMENT of RECEIPT:

Received By: _____ Date:

NOTICE OF NONDISPLACEMENT
TO RESIDENTIAL TENANT

[DATE]

[RESIDENT NAME]

[ADDRESS, UNIT #]

Dear [RESIDENT NAME]:

On [Date of GIN], OWNER notified you of proposed plans to rehabilitate the property you currently occupy at [ADDRESS, UNIT #]. Recently, the project was approved and will receive funding. Construction will begin soon.

This is a Notice of Non-displacement. You will not be required to move permanently as result of the rehabilitation.

This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to return to your present apartment.
2. If you must move temporarily so that the rehabilitation can be completed, you will be reimbursed for reasonable out-of-pocket expense, if incurred. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. You must continue to comply with the terms and conditions of your lease.

If you have any questions, please contact our Relocation Personnel, at ADDRESS and the telephone number is - .

This letter is important to you and should be retained.

Sincerely,

OWNER

ACKNOWLEDGEMENT of RECEIPT:

Received By: _____ Date: _____

This is a notice of when you will need to move out of your apartment for construction. The dates you will need to move out are:

Unit: # _____
Move Out: //2021 7:00am
Move In: //2021 5:00pm

Instructions:

1. All items need to be removed from the kitchen countertops, cabinets, walls and floors and placed in the living room or bedroom. Remove any filters, sprayers or other attachments to your sinks that you wish to keep. On-site maintenance personnel will be available to help tenants who need assistance.
2. All items need to be removed from the bathroom cabinets, countertops, medicine cabinets, bathtubs, walls floors and moved into living rooms or bedrooms.
3. Remove all items including pictures, shelves, etc. from living room, bedroom, hall, kitchen and bath walls.
4. Pack any fragile items in boxes and store in either your living room or bedroom. Please REMOVE any items of extra value or sentiment from the unit.
5. There must be a clear pathway left from the front door to the kitchen bathrooms and windows.
6. Closets and closet floors need to be clear of all items.
7. Water to the unit will be turned off at 7:00a.m. the day of move-out.
8. There will be no access to your apartment during construction, so please take anything you will need with you for the time you will be away. As you are not able to access your unit please bring all required medications, lotions, ointments or other critical items that you may need during the construction period.
9. Please REMOVE all prescription medications from the unit.
10. Take ANY and ALL items with you that you believe are valuable; such items may include cash, jewelry, etc. The Owner, Management Company and/or Contractor will not be responsible for any lost or damaged items.
11. We will complete the majority of renovation work during these days however we may need additional access to your unit for which you will be notified.
12. Remove any personal shower curtains.

Thank you in advance for your cooperation while we are working in your homes!

Renovation Information

Unit: 020
Move Out: //2020 7:00am
Move In: //2020 5:00pm

MARK YOUR CALENDARS

This is an early notice of when you will need to move out of your apartment for construction. The dates you will need to move are:

Move Out: //2021 @ 7:00am

Move In: ____ //2021 @ 5:00pm

You will receive notification again before your move out date with instructions as to what needs to be moved within your apartment in order for the work to be completed.

Thank you in advance for your cooperation while we are renovating your homes!

RELOCATION FAQ'S

As a reminder, you will be required to move out of your unit while it is renovated. Please see below for FAQ's related to the relocations.

1. DO I HAVE TO PACK EVERYTHING IN MY UNIT?

Each unit must be packed and fully evacuated while the work is being done, and Management will provide movers and assistance as needed throughout the process. You will be provided with small boxes to pack valuables, essentials, medications, and important documentation; and the rest of the items can be packed by a bonded and insured professional moving company.

2. WHEN SHOULD I START PACKING?

Please start packing 30 days in advance of your move out date as specified on your Relocation Letter. Please keep your important or daily items available for use during this time.

3. WHAT SHOULD I PACK FOR THE RELOCATION?

- _ Packing materials are available to prepare your fragile, valuable and personal items.
- _ You may pack as much as you wish.
- _ We will have movers available to pack any remaining items.
- _ Remove all food out of the refrigerator. All refrigerators will be discarded and new refrigerators will be provided.

Make arrangements for any personal appliances such as refrigerators, stoves, air conditioners, etc. to be removed. * All appliances left in the unit will be discarded.

*Except the temporary heaters provided by management.

Pack enough personal items such as medications, clothing, wallets/purses, personal hygiene items, cell phones, money, bill/documents, and any other important belongings

4. HOW WILL MY BELONGINGS BE PACKED AND STORED?

Management will provide you with packing materials. Please pack any fragile, valuable, and personal items in advance. Management will coordinate to have movers pack any remaining belongings on your packing date. Movers will come to your unit on your scheduled packing date to pack your items. You may remain in your unit on this day as they work and pack in your unit. Your belongings will be stored for the duration of your relocation and moved into your unit once the work is complete.

Management will not be responsible for valuable items lost, broken, or stolen during the moving process. It is the resident's responsibility to remove any items in question to a location they consider to be safe and secure. If you have any large valuable items please talk with Management about a solution for storing these items securely. Any items left in the unit for the movers to relocate will be moved with the utmost care but it will

be assumed that the resident is okay with a third-party moving company moving, transporting, and placing them in non-temperature-controlled storage as needed.

5. WHAT TIME SHOULD I BE OUT OF MY APARTMENT ON MY MOVE OUT DATE?

You have received a Relocation Letter from management that lists your unit renovation move out date and time. Please talk to management if you have any questions.

6. WILL I BE ALLOWED TO RETURN TO MY UNIT DURING THE RENOVATION PROCESS?

No. For safety and security reasons you will have no access to the unit between the move-out date and return date. For this reason, it is critical that you bring all items with you that are important to your health and safety such as medications, prescriptions, money, etc.

7. HOW LONG WILL I BE OUT OF MY APARTMENT?

You have received a Relocation Letter and Move-Back Notice from management that lists your unit renovation date and return dates. Please talk to management if you have any questions.

8. WHAT TIME CAN I MOVE BACK INTO MY APARTMENT ON MY RETURN DATE?

You have received a Relocation Letter from management that lists your unit renovation return date and time. Please talk to management if you have any questions.

PROJECT

DATE: _____

UNIT #:

Dear Resident:

This Relocation Letter will provide important information regarding your upcoming unit renovation and relocation. We ask that you read the important information below, complete the "Relocation Information" form attached and return it to the management office by _____. Management will be meeting with you at least thirty (30) days prior to your move-out date.

PACKING INFORMATION

Packing materials are available to prepare your fragile, valuable and personal items. You may pack as much as you wish.

We will have movers available to pack any remaining items.

Remove all food out of the refrigerator. All refrigerators will be discarded and new refrigerators will be provided.

- o Make arrangements for any personal appliances such as refrigerators, stoves, air conditioners, etc. to be removed.* All appliances left in the unit will be discarded.

*Except the temporary heaters provided by management.

Pack enough personal items with you to stay for: _____ nights. Items such as:

- o Medications
- o Clothing
- o Wallets/purses
- o Personal hygiene items
- o Cell phones
- o Money
- o Bills/Documents
- o Any other important documents

IMPORTANT INFORMATION

Movers packing DATE: _____

Unit renovation move-out DATE: _____ at _____ AM/PM.

Your return DATE:

RESIDENT RELOCATION INFORMATION

THIS PAGE IS MANDATORY AND MUST BE COMPLETED AND RETURNED TO THE MANAGEMENT OFFICE BY: _____

1. Relocation Option:

Y I am staying at the [Name of Temporary Relocation Hotel] ([Address of Temporary Relocation Hotel]) with \$---.00 per resident each day for food.

2. Contact Phone Number for Resident: _____

3. Emergency Contact Phone Number for Resident: _____

If you have any questions, please contact me in the office at PHONE or at EMAIL

We are grateful for your continued support and patience during this exciting time as we upgrade our mutual home and community.

Thank you,

Construction Timeline

Estimated Construction Start Date: December 15, 2022

Estimated Construction Start Date (Units): January 12, 2023

Estimated Construction End Date (Units): August 15, 2023

Estimated Construction End Date: December 8, 2023

**Mill Creek Apartments (FHA MODS, SEE NOTE #1)**

201 Mill Creek Pkwy, Chesapeake, VA 23323

OF BLDGS: 10

QAP YEAR: 2022

PREPARED FOR:

OF APTS: 120

2022

ENVOLVE

SEE NOTE #5. IT REFERENCES VA QAP MIN REQ'S ABOUT REMAINING USEFUL LIFE, ARCHITECTURAL NOTE#40

SOV DATE: 7/19/22

SCOPE OF WORK DESCRIPTION		QUANTITY	UNIT	PRICE/UNIT	PRICE
MASONRY					\$ 20,000
	MASONRY & VINYL SIDING CLEANING - PRESSURE WASH	10	BLDG	\$ 2,000.00	\$ 20,000
METALS					\$ 21,600
ALLOWANCE	STAIR REPAIR ALLOWANCE	1	LS	\$ 10,000.00	\$ 10,000
	METAL FABRICATIONS - METAL CANE RAIL	20	EA	\$ 580.00	\$ 11,600
ROUGH CARPENTRY					\$ 220,827
	BLOCKING; FHA BLOCKING ON TLT WALL (DOES NOT INCLUDE 2BR MASTER BATH)	34	EA	\$ 175.00	\$ 5,950
	BLOCKING; FHA BLOCKING ON TUB SURROUND IN FHA UNITS (2BR APTS - HALL BATH ONLY, 3BR APTS - HALL BATH ONLY)	34	EA	\$ 175.00	\$ 5,950
	INTERIOR WALLS; FHA KITCHEN ENLARGEMENT OF FULL WALL	34	APT	\$ 1,200.00	\$ 40,800
ALLOWANCE	DECKS, BRZVY, STAIRS - MISC WOOD REPAIR (3RD PARTY REPORT TO ADDRESS VIA PCO IF ANY REPAIRS NEEDED)	0	SF	\$ 14.00	\$ -
	MODIFY LAUNDRY ROOM OPENING FOR SWING DOOR	120	EA	\$ 131.53	\$ 15,784
	SHEATHING - INSTALL 1/4" PLYWOOD UNDRLAYMENT (VA QAP) - ONLY @ AREAS WITH NEW VINYL ON 2ND & 3RD FLOOR	15,250	SF	\$ 2.94	\$ 44,835
	REMOVE ABANDONED EQUIPMENT FROM BUILDING EXTERIORS	10	LS	\$ 250.00	\$ 2,500
ALLOWANCE	VINYL SIDING, SOFFIT, & FASCIA - REPAIRS (OTHER THAN AROUND WINDOWS) (SEE NOTE#5)	1	LS	\$ 20,000.00	\$ 20,000
	VINYL SIDING - REPAIR @ NEW WINDOWS IN VINYL SIDING	492	EA	\$ 124.00	\$ 61,008
	SEALANTS & CAULKING - AIR SEAL	120	APT	\$ 200.00	\$ 24,000
FINISH CARPENTRY					\$ 18,754
	BASEBOARD (NON-FHA APTS) - REPAIR/REPLACE AS NEEDED IN KITCHEN & BATHS	3,000	LF	\$ 3.30	\$ 9,900
	BASEBOARD - (FHA BATHROOMS) - REPAIR/REPLACE AS NEEDED IN BATHS	880	LF	\$ 3.30	\$ 2,904
	BASEBOARD - (FHA KITCHENS) - REPAIR/REPLACE FOR KITCHEN ENLARGEMENTS	34	APT	\$ 175.00	\$ 5,950
INSULATION					\$ 48,396
	INSULATION - R-38 BLOWN INSULATION IN ATTIC	43,600	SF	\$ 1.11	\$ 48,396
ROOFING					\$ -
	COMPOSITION SHINGLES (30 YEAR) - (INCLUDES APT BLDGS, OFFICE, MAINT, MAIL KIOSK)	0	SQ	\$ 300.86	\$ -
SHEET METAL					\$ 21,201
ALLOWANCE	GUTTERS (5") & DOWNSPOUTS (2"X3") - REPAIRS ONLY (SEE NOTE#5)	1	LS	\$ 10,000.00	\$ 10,000
	GUTTERS (5") & DOWNSPOUTS (2"X3") - ADD FOR 12" GABLE BUMP-OUTS (4/BLDG)	1,560	LF	\$ 7.18	\$ 11,201
DOORS					\$ 267,437
	HLW METAL DOORS W/WOOD FRAMES - ENTRY (COREGUARD JAMB & BRICK MOLD) - 100%	120	EA	\$ 610.97	\$ 73,316
	HLW METAL DOORS W/WOOD FRAMES - STORAGE (COREGUARD JAMB & BRICK MOLD) - 20%	24	EA	\$ 577.68	\$ 13,864
	HLW METAL DOORS W/WOOD FRAMES - FULL LITE (COREGUARD JAMB & BRICK MOLD) - 20%	24	EA	\$ 748.70	\$ 17,969
	INTERIOR PREHUNG DOORS - ADD DOOR TO LAUNDRY AREA	120	EA	\$ 265.00	\$ 31,800
	INTERIOR PREHUNG DOORS - 10% REPLACEMENT & ADA UNITS, (SEE NOTE#2)	195	EA	\$ 265.00	\$ 51,675
	DOOR HARDWARE (EXT.) - ENTRY, PASSAGE LEVER W/ DEADBOLT (GRADE 3), PEEP/KNOCKER	120	EA	\$ 98.00	\$ 11,760
	DOOR HARDWARE (EXT.) - BACK ENTRY, PASSAGE LEVER W/ DEADBOLT (GRADE 3)	120	EA	\$ 91.38	\$ 10,966
	DOOR HARDWARE (EXT.) - STORAGE, PASSAGE LEVER W/ DEADBOLT (GRADE 3)	120	EA	\$ 88.77	\$ 10,652
	DOOR HARDWARE (INT.) - LEVER (GRADE 3)	1,392	EA	\$ 32.64	\$ 45,435
WINDOWS					\$ 256,800
	VINYL WINDOWS - WHITE, SINGLE HUNG, NO GBG, ENERGY STAR RATED, WOCDS ON 2ND/3RD	480	EA	\$ 405.00	\$ 194,400
	VINYL WINDOWS - TEMPERED NEAR PATIO DOORS, WHITE, SINGLE HUNG, NO GBG	120	EA	\$ 520.00	\$ 62,400
DRYWALL					\$ 191,855
	DRYWALL - NEW; AT KITCHEN ENLARGEMENT & FRONT ENTRY	34	EA	\$ 540.00	\$ 18,360
	DRYWALL - REPAIR @ TOILET WALL BLOCKING IN FHA APTS	52	EA	\$ 35.00	\$ 1,820
	DRYWALL - REPAIR @ TUB WALL BLOCKING (FHA APTS, 1ST FLOOR 3BR HALL BATH ONLY)	9	EA	\$ 35.00	\$ 315
ALLOWANCE	DRYWALL - REPAIR/TRADE CUTS FOR REPIPE (~275 SF PER APT UNIT)	33,000	SF	\$ 3.92	\$ 129,360

SEE NOTE #5. IT REFERENCES VA QAP MIN REQS ABOUT REMAINING USEFUL LIFE, ARCHITECTURAL NOTE#40

SOV DATE: 7/19/22

	SCOPE OF WORK DESCRIPTION	QUANTITY	UNIT	PRICE/UNIT	PRICE
ALLOWANCE	DRYWALL - REPAIR DAMAGED/MOLD DRYWALL IN MECHANICAL CLOSET	120	SF	\$ 75.00	\$ 9,000
	DRYWALL - MISC WALL PREP	120	APT	\$ 275.00	\$ 33,000
	RESILIENT FLOORING (SEE NOTE#5)				\$ 179,327
	FLOORING - FLOOR PREP/DEMO (ONLY 1ST FLOOR SINCE 2ND & 3RD RECEIVING PLYWOOD)	8,667	SF	\$ 0.65	\$ 5,634
	FLOORING (ADA UNITS) - VINYL PLANK, FLOATING, 12 MIL WEARLAYER IN ENTIRE UNIT	5,296	SF	\$ 5.55	\$ 29,393
	FLOORING (STANDARD APTS & FHA) - VINYL PLANK, FLOATING, 12 MIL WEARLAYER- KITCHENS, LAUNDRY BATHS, ENTRY. (DOES NOT INCLUDE NEW FLOORING IN MECH. CLOSETS, LIVING, DINING, HALL, BEDROOMS)	26,000	SF	\$ 5.55	\$ 144,300
	PAINTING AND DECORATING				\$ 278,270
	PAINTING (EXT.) - EXTERIOR DOORS, RAILINGS, GUARDRAILS, STAIR STRINGERS, BRICK LINTELS, BLOCK MAINTENANCE BUILDING	1	LS	\$ 86,919.71	\$ 86,920
	PAINTING IN MECHANICAL CLOSETS PER VA HOUSING	120	EA	\$ 200.00	\$ 24,000
	PAINTING (INT.) - KITCHENS & BATHS, ANY NEW INTERIOR DR; REPIPE TRADE CUTS	114	APT	\$ 1,300.00	\$ 148,200
	PAINTING (INT.) - ADDITIONAL PAINTING @ LIVING/DINING DUE TO FHA MODS	34	APT	\$ 175.00	\$ 5,950
	PAINTING (INT.) - ADA FULL PAINT	6	APT	\$ 2,200.00	\$ 13,200
	SPECIALTIES				\$ 72,203
	BUILDING SIGNAGE (SEE NOTE#3 FOR QUANTITY CLARIFICATION)	20	BLDG	\$ 650.00	\$ 13,000
	UNIT SIGNAGE - BRAILLE INCLUDED & CONTRASTING COLORS (USE EXISTING FIRE SPRINKLER SIGNS)	120	EA	\$ 95.00	\$ 11,400
	BATH ACCESSORIES (BRUSHED NICKEL) - FULL BATH (TOWEL BAR, TP HOLDER, SHOWER ROD)	240	EA	\$ 160.00	\$ 38,400
	FOLDABLE GRAB BAR - 3BR FHA APTS (ONLY HALL BATH TO RECEIVE THIS) (SEE NOTE#10)	9	EA	\$ 395.00	\$ 3,555
	MIRRORS (IN ALL BATHS EXCEPT FHA UNITS IN 1 OF 2 BATHS IN APT)	0	EA	\$ 85.00	\$
	MEDICINE CABINETS - SURFACE MOUNT (ONLY IN 1 OF 2 BATHS IN FHA UNITS)	0	EA	\$ 104.44	\$
	POSTAL SPECIALTIES - MAILBOXES (PEDESTAL)	0	EA	\$ 283.29	\$
	SPLASH GUARDS FOR RANGES (ON ADJACENT WALL ONLY WHEN RANGE IS IN CORNER)	86	EA	\$ 68.00	\$ 5,848
	CABINETS				\$ 482,615
	KITCHEN CABINETS (SOLID WOOD/PLYWOOD) & COUNTERTOPS (LAMINATE PLYWOOD) (SEE NOTE#6)	120	APT	\$ 3,002.61	\$ 360,313
	BATHROOM VANITY CABINETS (SOLID WOOD/PLYWOOD)	240	EA	\$ 437.34	\$ 104,962
	KITCHEN - PANTRY CABINET ADDER FOR FHA/GROUND FLOOR UNITS	34	EA	\$ 125.00	\$ 4,250
	KITCHEN - CONVERTIBLE SINK BASE CABINET FOR FHA/GROUND FLOOR UNITS	34	EA	\$ 135.00	\$ 4,590
	BATHROOM - CONVERTIBLE SINK BASE VANITY CABINET FOR FHA/GROUND FLOOR UNITS (2BR APTS - HALL BATH ONLY, 3BR APTS - HALL BATH ONLY)	34	EA	\$ 135.00	\$ 4,590
	COUNTERTOP - LAMINATE; CUSTOM KITCHEN TOP @ FHA KITCHEN	34	APT	\$ 115.00	\$ 3,910
	APPLIANCES				\$ 260,637
	REFRIGERATOR - E-STAR, NO ICE MAKER, BLACK/WHITE	120	EA	\$ 833.00	\$ 99,960
	RANGE (30" ELECTRIC) - STANDARD CLEAN, REAR CONTROL, BLACK/WHITE	120	EA	\$ 616.00	\$ 73,920
	DISHWASHER (24") - E-STAR, BLACK/WHITE	120	EA	\$ 586.18	\$ 70,342
	RANGE HOOD (24") VENTED, NOT E-STAR; CONNECT TO EXISTING DUCT	120	EA	\$ 136.79	\$ 16,415
	BLINDS AND SHADES, ARTWORK				\$ 24,798
	VINYL BLINDS (1") - VINYL HEADRAIL, CORDLESS	600	EA	\$ 31.33	\$ 18,798
	VINYL BLINDS AT PATIO DOOR - TYPICAL HORIZONTAL CORDLESS BLINDS (DRAWINGS SAY VERTICAL BUT THAT IS ONLY FOR SLIDING PATIO DOORS, NOT SWING DOORS)	120	EA	\$ 50.00	\$ 6,000
	SPECIAL CONSTRUCTION				\$ 236,400
	CANOPY OVER BREEZEWAY STAIRS	20	EA	\$ 3,500.00	\$ 70,000
	ACCESSIBLE UNITS - UPGRADES (5% OF UNITS MINUS EXISTING)	6	EA	\$ 22,000.00	\$ 132,000
	SIGHT & HEARING IMPAIRED - UPGRADES (2% OF UNITS)	3	EA	\$ 2,500.00	\$ 7,500
	NFPA 13R SYSTEM - PRICE PER HEAD; REWORK AT UNIT MODIFICATIONS	100	EA	\$ 175.00	\$ 17,500
ALLOWANCE	LEASING OFFICE UPGRADES	0	LS	\$ 50,000.00	\$
ALLOWANCE	POOL UPGRADE/REPAIRS	0	LS	\$ 25,000.00	\$

**Mill Creek Apartments (FHA MODS, SEE NOTE #1)**

201 Mill Creek Pkwy, Chesapeake, VA 23323

OF BLDGS: 10

QAP YEAR: 2022

PREPARED FOR:

OF APTS: 120

2022

ENVOLVE

SEE NOTE #5. IT REFERENCES VA QAP MIN REQ'S ABOUT REMAINING USEFUL LIFE, ARCHITECTURAL NOTE#40

SOV DATE: 7/19/22

SCOPE OF WORK DESCRIPTION		QUANTITY	UNIT	PRICE/UNIT	PRICE
ALLOWANCE	RENOVATE MAINTENANCE BLDG-	0	EA	5,000.00	
	RANGE QUEENS - MAGNETIC, UNDER RANGE HOOD	120	EA	\$ 78.33	\$ 9,400
PLUMBING AND HOT WATER					\$ 1,183,999
ALLOWANCE	PLM PIPING SYSTEMS - REPLACE POLYBUTYL PIPING	120	APT	\$ 4,000.00	\$ 480,000
	PLM PIPING SYSTEMS - FHA KITCHEN ENLARGEMENT- DRAIN ROUGH	34	APT	\$ 550.00	\$ 18,700
	PLM PIPING SYSTEMS - HOT WATER CIRC PUMP FOR ADA UNITS	6	EA	\$ 1,025.00	\$ 6,150
	PLM PIPING SYSTEMS - TEMPERING VALVE FOR ADA UNITS & FHA UNITS	40	EA	\$ 275.00	\$ 11,000
	DOMESTIC WATER PIPING SPECIALTIES - NEW ANGLE STOPS	960	EA	\$ 33.00	\$ 31,680
	DOMESTIC WATER HEATERS (ELECTRIC) - .95EF/92UEF & PAN	120	EA	\$ 962.00	\$ 115,440
	DOMESTIC WATER HEATERS - ADD FOR EXPANSION TANK	120	EA	\$ 118.00	\$ 14,160
	KITCHEN SINK - DBL BASIN, 22 GA., UP TO 6" DEEP	120	EA	\$ 232.38	\$ 27,886
	KITCHEN FAUCET, SUPPLIES, TRIM (BRUSHED NICKEL) - WATERSENSE	120	EA	\$ 229.11	\$ 27,493
	WATER CLOSET - WATERSENSE	240	EA	\$ 294.00	\$ 70,560
	VANITY TOP - CULTURED MARBLE W/ INTEGRATED OVERFLOW	240	EA	\$ 189.30	\$ 45,432
	LAVATORY FAUCET, SUPPLIES, TRIM (BRUSHED NICKEL) - WATERSENSE	240	EA	\$ 199.74	\$ 47,938
	ANTI-SCALD P-TRAP WRAP FOR FHA KITCHEN SINK & FHA HALL BATH LAV SINK	34	EA	\$ 50.00	\$ 1,700
	BATHTUB VALVE & TRIM (BRUSHED NICKEL) - INCL. SHOWER HEAD (WATERSENSE)	240	EA	\$ 355.00	\$ 85,200
ALLOWANCE	TUB/SHOWER SURROUNDS - 1ST FLOOR (FHA 2BR APT HALL BATH ONLY, SEE NOTE #8)	25	EA	\$ 1,497.85	\$ 37,446
ALLOWANCE	TUB/SHOWER SURROUNDS - 1ST FLOOR (ADA 2BR APT & ADA 3BR APTS)	9	EA	\$ 1,497.85	\$ 13,481
ALLOWANCE	TUB/SHOWER SURROUNDS - 10% OF REMAINING (SEE NOTE#5)	21	EA	\$ 1,497.85	\$ 31,305
	REMODEL PLATE AT TUB VALVE (BRUSHED NICKEL) - TUB & SURROUND TO REMAIN	185	EA	\$ 100.00	\$ 18,510
	LEAK SENSOR AT WASHING MACHINE (VA QAP)	120	EA	\$ 524.15	\$ 62,898
	WASHER BOY - NON-FIRE RATED (SEE NOTE #5)	0	EA	139.23	
	BATHTUB CLEANING - CLEAN TUBS/SURROUNDS	185	EA	\$ 200.00	\$ 37,020
HEAT AND VENTILATION					\$ 121,300
	CENTRIFUGAL HVAC FANS - BATH FAN (NO LIGHT; NO RADIATION DAMPER)	240	EA	\$ 210.00	\$ 50,400
	DUCTWORK - VENT CAP REPLACEMENT; FOR EXHAUST FAN & RANGE HOOD VENT CAPS	360	APT	\$ 40.00	\$ 14,400
	DUCTWORK - CLEANING	120	APT	\$ 400.00	\$ 48,000
	DUCTWORK - IN FHA KITCHENS, EXTEND/MODIFY EXHAUST DUCT FOR RANGE RELOCATION	34	APT	\$ 250.00	\$ 8,500
AIR CONDITIONING					\$ 260,477
	SPLIT SYSTEMS (ELEC HEAT PUMPS) 30% ONLY - SEER2, USE EXISTING DUCT, USE EXISTING COND. DRAIN, NEW REFRIGERANT PIPING	36	APT	\$ 7,235.47	\$ 260,477
ALLOWANCE	SPLIT SYSTEMS (EXISTING HEAT PUMPS) - CLEAN, SERVICE AND REPAIR SYS NOT BEING REPLACED (70%) - (ADDRESS VIA PCO PER 3/11 EMAIL FROM WAW)	0	APT	350.00	
ELECTRICAL					\$ 409,503
	ELEC. WIRING - WIRING MOD. @ FHA KITCHEN WALL RELOCATION	34	EA	\$ 375.00	\$ 12,750
	ELEC. WIRING - IN FHA KITCHEN, MODIFY EXISTING RANGE WIRING DUE TO RANGE RELOCATION	34	EA	\$ 100.00	\$ 3,400
	ELEC. WIRING - IN FHA KITCHEN, MODIFY 110V OUTLET ABOVE C-TOPS & RANGE HOOD WIRING DUE TO RANGE RELOCATION	34	EA	\$ 200.00	\$ 6,800
	ELEC. WIRING, BREAKERS, PANELS - DISCONNECT AT WATER HEATER	120	EA	\$ 98.00	\$ 11,760
	ELEC. WIRING, BREAKERS, PANELS-ADD GFCI RECPTCL/WIRING/BOX FOR CIRC PUMP (ADA ONLY)	6	EA	\$ 150.00	\$ 900
	ELECTRICAL WIRING - ADD BOX EXTENS AT EXISTING RECPTL;ADD SWITCHES FOR KITCH HOOD/LIGHT IN FHA	34	EA	\$ 375.00	\$ 12,750
	ELECTRICAL PANEL & BREAKERS - ADDER FOR 200 AMP PANEL FOR GROUND FLOOR FHA UNITS (SEE NOTE#5)	34	APT	\$ 250.00	\$ 8,500
	ELECTRICAL DEVICES - NEW GFCI'S IN KITCHEN & BATH(S) (AT EXISTING ELEC BOXES)	120	APT	\$ 175.00	\$ 21,000
	ELECTRICAL DEVICES - NEW SWITCHES, OUTLETS, & COVER PLATES	120	APT	\$ 725.00	\$ 87,000
	INTERIOR LIGHTING - FULL REPLACEMENT, LED	120	APT	\$ 979.11	\$ 117,493
	EXTERIOR LIGHTING (APT) - AT BACK ENTRY	120	EA	\$ 143.60	\$ 17,232



Mill Creek Apartments (FHA MODS, SEE NOTE #1)

201 Mill Creek Pkwy, Chesapeake, VA 23323

OF BLDGS: 10

QAP YEAR: 2022

PREPARED FOR:

OF APTS: 120

2022

ENVOLVE

SEE NOTE #5. IT REFERENCES VA QAP MIN REQ'S ABOUT REMAINING USEFUL LIFE, ARCHITECTURAL NOTE#40

SOV DATE: 7/19/22

SCOPE OF WORK DESCRIPTION	QUANTITY	UNIT	PRICE/UNIT	PRICE
EXTERIOR LIGHTING (BLDG) - R&R WALL PACKS @ EXISTING LOCATIONS	31	EA	\$ 760.00	\$ 23,560
EXTERIOR LIGHTING (BLDG) - BREEZEWAY	90	EA	\$ 176.24	\$ 15,862
FIRE/SMOKE DETECTION - HALL SMOKE IS HARDWIRED TO 120V POWER, BEDROOM SMOKE 10 YEAR BATTERY & WIRELESS	120	EA	\$ 587.47	\$ 70,496
STRUCTURED CABLING - CABLE OUTLET IN LP & BP'S (NOT IN BUDGET)	0	APT	\$ 587.47	\$ -
EMERGENCY EGRESS LIGHTING - AT BREEZEWAYS	0	BLDG	\$ 7,450.00	\$ -
LAND IMPROVEMENT				\$ 878,940
SITE UTILITIES				\$ 147,180
ALLOWANCE JET & CAMERA SEWER LINES W/ LAYOUT & REPORT (NO REPAIRS INCL)	0	LS	\$ 18,000.00	\$ -
DOWNSPOUTS - CONCRETE SPLASHBLOCK (TOTAL OF 169, PLAN TO REPLACE 80 OF 169)	80	EA	\$ 32.64	\$ 2,611
ALLOWANCE DOWNSPOUTS - ROUTE DOWNSPOUTS UNDERGROUND @ 20 LOCATIONS (ALLOWANCE)	20	EA	\$ 228.46	\$ 4,569
DRYWELL FOR CONDENSATE DRAINS	40	EA	\$ 325.00	\$ 13,000
ALLOWANCE MISC SITE REPAIRS FOR NEW UNDERGROUND PIPING (ADDRESS VIA PCO PER 3/11 EMAIL FROM WWW)	0	BLDG	\$ 1,500.00	\$ -
SITE LIGHTING - **PHOTOMETRIC NEEDED**	1	LS	\$ 127,000.00	\$ 127,000
ROADS AND WALKS:				\$ 597,860
CONCRETE FOR VEHICULAR AREA - DUMPSTER PAD & APPROACH (QTY 4)	1,000	SF	\$ 25.00	\$ 25,000
CONCRETE FOR VEHICULAR AREA - HC SPACES (10 HC SPACES)	2,750	SF	\$ 25.00	\$ 68,750
CONCRETE FOR VEHICULAR AREA - CROSSWALK	600	SF	\$ 25.00	\$ 15,000
PARKING CONTROL EQUIPMENT - BUMPER STOPS FOR HC PARKING SPACES	10	EA	\$ 105.00	\$ 1,050
CONCRETE CURB & GUTTER - CURB ALONG NEW ACCESSIBLE SIDEWALK	560	LF	\$ 28.00	\$ 15,680
ALLOWANCE ASPHALT PAVING - REPAIR ALLOWANCE	500	SF	\$ 9.00	\$ 4,500
ASPHALT PAVING - MILL, OVERLAY & STRIPE (INCL. U-CHANNEL POST & HC SIGNS)	98,000	SF	\$ 3.26	\$ 319,480
SIDEWALKS, STEPS, HANDRAILS, ETC.				\$ 148,400
ALLOWANCE CONCRETE SIDEWALKS - R&R EXISTING (NON-ACCESSIBLE ROUTE)	3,550	SF	\$ 15.50	\$ 55,025
CONCRETE SIDEWALKS - ACCESIBLE ROUTES - NEW	5,250	SF	\$ 15.50	\$ 81,375
ALLOWANCE CONCRETE SIDEWALKS - CURB CUTS ON ACCESIBLE ROUTES	8	EA	\$ 1,500.00	\$ 12,000
SITE IMPROVEMENTS:				\$ 66,400
FENCES, WALLS, ETC.				\$ 22,400
FENCES & GATES - DUMPSTER ENCLOSURE (3 SIDED, NO GATE), WHITE, VINYL, 7'	4	EA	\$ 3,000.00	\$ 12,000
METAL BOLLARDS	16	EA	\$ 650.00	\$ 10,400
STREET & ENTRANCE SIGNS				\$ 14,000
ALLOWANCE MONUMENT SIGNAGE - FOAM CORE SIGN (5'X10', DESIGN)	1	LS	\$ 14,000.00	\$ 14,000
MISCELLANEOUS				\$ 30,000
ALLOWANCE PLAYGROUND EQUIPMENT - INCL. BLACK BORDER & ENG. WOOD MULCH (REDUCED FROM \$40K TO \$30K PER DIRECTION ON 7/7/22 OAC CALL)	1	LS	\$ 30,000.00	\$ 30,000
MAIL KIOSK	0	LS	\$ 12,500.00	\$ -
LAWNS AND PLANTINGS:				\$ 67,500
ALLOWANCE TREE TRIMMING/REMOVAL	1	LS	\$ 25,000.00	\$ 25,000
ALLOWANCE GRADING/DRAINAGE - POSITIVE DRAINAGE, SEED/STRAW	10	BLDG	\$ 2,750.00	\$ 27,500
ALLOWANCE PLANTING/LANDSCAPING - REPAIRS DUE TO WATER LINE REPLACEMENT	10	BLDG	\$ 1,500.00	\$ 15,000
CONSTRUCTION HARD COST:				\$ 5,455,339
GENERAL CONDITIONS = \$290,943; P&P BOND = \$36,377		6%		\$ 327,320
OVERHEAD		2%		\$ 109,107
PROFIT		6%		\$ 327,320
TOTAL WITH CONTRACTOR FEE:				\$ 6,219,086
BUILDERS RISK (NOT INCLUDED)		0%		\$ -
CONTRACTOR'S COST CERTIFICATION (REQUIRED IN VA)		LS		\$ 10,000

**Mill Creek Apartments (FHA MODS, SEE NOTE #1)**

201 Mill Creek Pkwy, Chesapeake, VA 23323

OF BLDGS: 10

QAP YEAR: 2022

PREPARED FOR: ENVOLVE

OF APTS: 120

2022

ENVOLVE

SEE NOTE #5. IT REFERENCES VA QAP MIN REQ'S ABOUT REMAINING USEFUL LIFE, ARCHITECTURAL NOTE#40

SOV DATE: 7/19/22

SCOPE OF WORK DESCRIPTION	QUANTITY	UNIT	PRICE/UNIT	PRICE
PERMITS (BY OWNER)		LS		\$ -
CONTINGENCY		0%		\$ -
TOTAL CONTRACT AMOUNT:				\$ 6,229,086

HARD COST PRICE PER APT:	\$ 45,461
TOTAL PRICE PER APT:	\$ 51,909

NOTES/CLARIFICATIONS:

- 1 FHA MODS INCLUDED IN SOV. HOWEVER, FHA MODS FOR 2BR MASTER BATH & 3BR MASTER BATH ARE NOT INCLUDED IN SOV.
- 1.1 NOTE NOT BEING USED
- 1.2 ABOVE PRICING EXCLUDES ENVIRONMENTAL ABATEMENT OF ANY KIND
- 2 ABOVE PRICING EXCLUDES ANY FHA MODIFICATIONS. EMPIRE HAS NOT INCLUDED ENLARGEMENT OF INTERIOR DOORS IN FHA APARTMENT UNITS. PER LIMITED SITEWALK ON 2/10/22, IT WAS NOTED DOORS IN FHA UNITS ARE ALREADY 2'10".
- 3 EMPIRE'S PRICING HAS FACTORED (4) SIGNS ON BLDG 205, (2) SIGNS ON BLDG 213, (1) SIGN ON BLDG 217, (1) SIGN ON BLDG 221, (1) SIGN ON BLDG 225, (1) SIGN ON BLDG 229, (1) SIGN ON BLDG 233, (1) SIGN ON BLDG 237, (2) SIGNS ON BLDG 241, (4) SIGNS ON BLDG 245, (2) SIGNS AT MAINT.
- 4 THE ELECTRICAL PANELS IN THE FHA/ADA UNITS ARE TOO HIGH. IN ORDER TO REMEDY THIS (AND WHAT EMPIRE'S PRICING IS BASED ON), EMPIRE TO INSTALL AN OVERSIZED 200 AMP PANEL. ALL OF THE BREAKERS WILL BE INSTALLED AT THE LOWER PORTION OF THE ELECTRICAL PANEL. LOWERING THE EXISTING PANEL WOULD BE MUCH MORE COSTLY. EMPIRE ASSUMES DOING THE OVERSIZED PANEL WILL BE ACCEPTED.
- 5 THE 2022 VA QAP MINIMUM DESIGN REQUIREMENTS HAS A NEW NOTE/BULLET POINT ADDED. IT IS #40 UNDER THE ARCHITECTURAL HEADING. IT CLEARLY REFERENCES ITEMS THAT MUST BE REPLACED IF THEY ARE "X" NUMBER OF YEARS OLD. THE ABOVE SOV DOES NOT INCLUDE REPLACEMENT OF THE FOLLOWING EVEN THOUGH THEY EXCEED THE USEFUL LIFE LISTED ON BULLET POINT #40: PATIO DOORS, STORAGE DOORS, INTERIOR DOORS, VINYL SIDING, DINING ROOM FLOORING, LIVING ROOM FLOORING, HALL FLOORING, BEDROOM FLOORING, GUTTERS, DOWNSPOUTS, WASHER BOX, AND TUBS & SURROUNDS. THESE ITEMS WERE DEEMED IN ACCEPTABLE QUALITY AND CONDITION DURING OUR 2/9/22 SITE VISIT. AND/OR THEY WERE REQUESTED TO BE REMOVED FROM THE SOV ON 7/6/22 OAC CALL.
- 6 QAP REFERENCES INSTALLATION OF NEW WALL FASTENED TO BLOCKING WITH FOUR WASHER HEAD CABINET SCREWS. EMPIRE ASSUMES THAT INSTALLATION OF CABINETS INTO 2X VERTICAL STUDS WILL SUFFICE AND MEET THE VA QAP MINIMUM DESIGN REQUIREMENT. EMPIRE HAS NOT INCLUDED INSTALL OF HORIZONTALLY INSTALLED BLOCKING BEHIND THE WALL CABINETS.
- 7 ON 3/11/22 EMPIRE, DNA, AND ENVOLVE HAD CALL TO DISCUSS FURTHER REDUCTIONS IN PRICING. PER OUR CONVERSATION AND FURTHER EMAIL FROM WADE WOOD, ENVOLVE DIRECTED EMPIRE TO PULL OUT THE FOLLOWING FROM THE SOV: REDUCE STAIR ALLOWANCE TO \$10,000. REMOVE JET & CAMERA. REMOVE EMERGENCY LIGHTING. REMOVE SITE LIGHTING ALLOWANCE. WADE WOOD WITH ENVOLVE DIRECTED EMPIRE TO REMOVE THE FOLLOWING FROM THE SOV AND WILL BE ADDRESSED THROUGH CONTINGENCY: MISC. WOOD REPAIR OF STAIR LANDINGS, MECH ROOM REPAIRS, SPLIT SYSTEM REPAIRS, MISC UNDERGROUND PIPING REPAIR. WADE REQUESTED EMPIRE TO REMOVE DRYWALL WALL PREP FROM THE SOV, BUT EMPIRE SAYS THIS IS TYPICAL STANDARD SCOPE THAT NEEDS TO STAY IN THE SOV.
- 8 THE 1ST FLOOR 2BR HALL BATHS MUST MEET FHA REQUIREMENTS. THEREFORE, BLOCKING MUST BE INSTALLED BEHIND THE TUB SURROUND. THE TUB SURROUND IS ON A PARTY WALL AND THE ONLY WAY TO INSTALL THE BLOCKING IS TO REPLACE THE TUB & SURROUND.
- 9 PER DISCUSSION WITH ARCHITECT, THE MASTER BATHS IN THE FHA UNITS DO NOT NEED TO MEET MINIMUM FHA REQUIREMENTS. ONLY THE HALL BATH HAS TO MEET FHA REQ'S.
- 10 FOR THE FHA 3BR UNITS, IF THE CENTER OF THE TOILET IS 15" - 18" OFF OF THE SIDE WALL IN THE 3BR HALL BATH, WOOD BLOCKING CAN BE INSTALLED IN WALL INSTEAD OF THE FOLDABLE GRAB BAR. IF THE TOILET IS MORE THAN 18" OFF OF THE SIDEWALL, THEN THE FOLDABLE GRAB BAR WILL NEED TO BE INSTALLED. EMPIRE TO VERIFY THESE (9) LOCATIONS DURING 100% WALK FOR CABINETS TO DETERMINE THE TOILET SPACING.
- EMPIRE'S SPECIFICATIONS/SUBSTITUTIONS - THE ABOVE PRICING IS BASED ON THE PROJECT SPECIFICATIONS & THE FOLLOWING ITEMS BELOW:**
- 1 INTERIOR HOLLOW CORE DOORS BY STEVE'S, JELDWEN, AND/OR MASONITE
 - 2 METAL DOORS BY MASONITE, JELDWEN, AND/OR MESKER
 - 3 VINYL WINDOWS MANUFACTURED BY ALSIDE, VIWINTech, MGM, M.I., SILVERLINE, PLYGEM AND/OR COMFORT VIEW, MASTER WINDOW
 - 4 SHINGLES BY TAMKO, GAF, AND/OR OWENS CORNING
 - 5 FLOORING PRODUCTS BY MOHAWK, SHAW, TARKETT, AND/OR FISHMAN
 - 6 BATHROOM ACCESSORIES BY PAMEX
 - 7 INTERIOR DOOR HARDWARE BY PAMEX AND/OR DELANEY
 - 8 MEDICINE CABINETS BY AMERICAN PRIDE OR JENSEN
 - 9 PLUMBING FIXTURES BY AMERICAN STANDARD, CFG, MOEN, AND/OR PROFLO
 - 10 40 GAL. WATER HEATERS TO BE USED IN 1BR & 2BR UNITS, 50 GAL. WATER HEATERS IN 3BR & 4BR.
 - 11 LIGHTING FIXTURES BY SEAGULL, EFFICIENT, NUVO, AND/OR PROGRESS
 - 12 APPLIANCES BY FRIGIDAIRE AND/OR GE



Mill Creek Apartments (FHA MODS, SEE NOTE #1)

201 Mill Creek Pkwy, Chesapeake, VA 23323

OF BLDGS: 10

QAP YEAR:

PREPARED FOR:

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2022

ENVOLVE

SEE NOTE #5. IT REFERENCES VA QAP MIN REQS ABOUT REMAINING USEFUL LIFE, ARCHITECTURAL NOTE#40

SOV DATE :

7/19/22

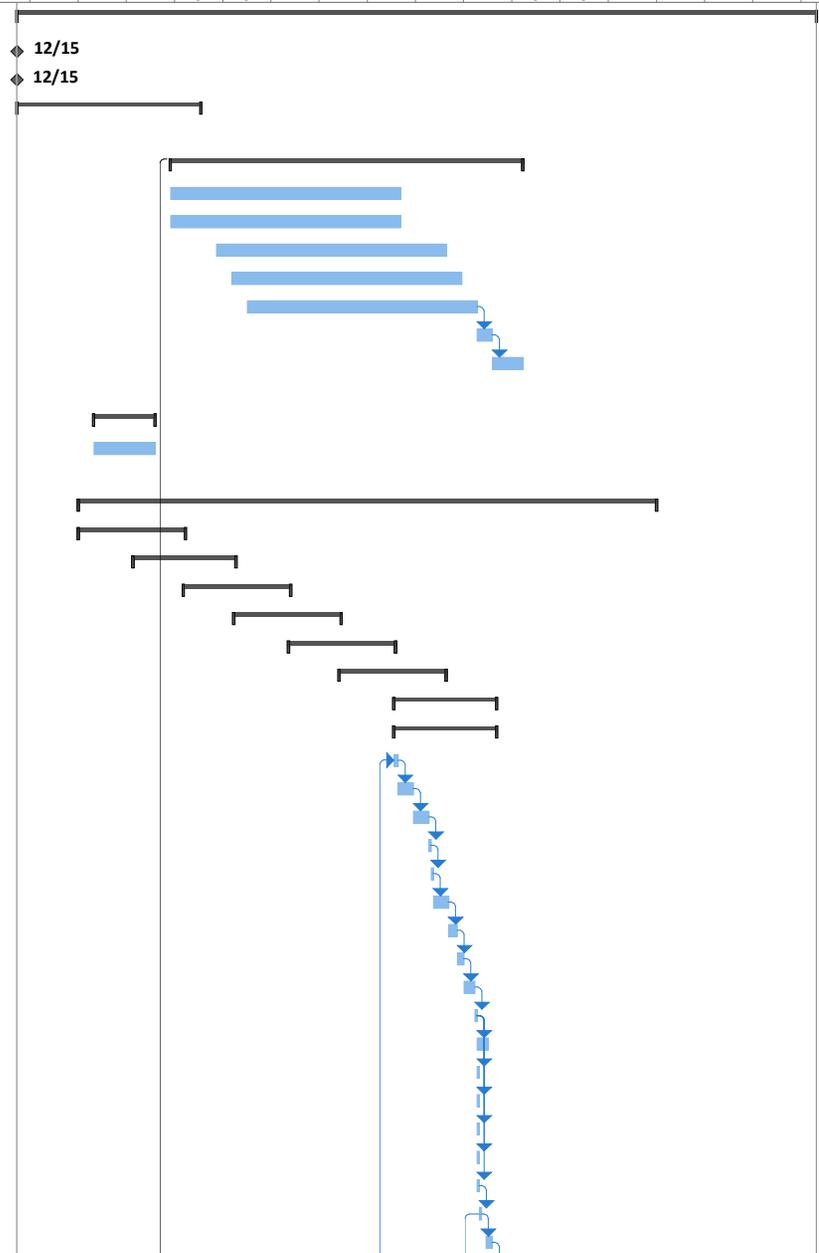
SCOPE OF WORK DESCRIPTION	QUANTITY	UNIT	PRICE/UNIT	PRICE
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13 PAINT BY SHERWIN WILLIAMS

14 HVAC UNITS BY CARRIER, RHEEM AND/OR GOODMAN

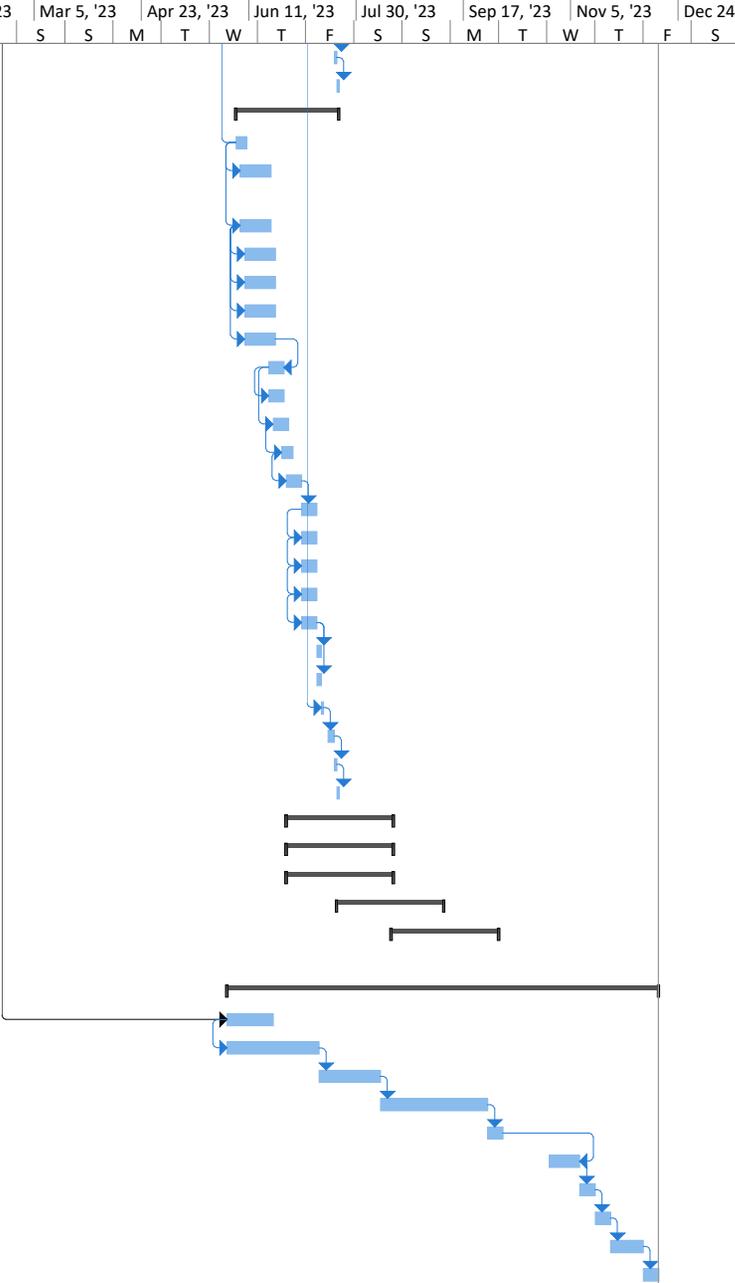
Preliminary Owner Schedule

ID	Task Mod	Task Name	Duration	Start	Finish	ct 9, '22	Nov 27, '22	Jan 15, '23	Mar 5, '23	Apr 23, '23	Jun 11, '23	Jul 30, '23	Sep 17, '23	Nov 5, '23	Dec 24,
						S	M	T	W	T	F	S	S	M	T
1		MILL CREEK (PRELIMINARY)	52.2 wks	Thu 12/15/22	Thu 12/14/23										
2		NOTICE OF COMMENCEMENT	0 wks	Thu 12/15/22	Thu 12/15/22										
4		OBTAIN BUILDING PERMIT	0 days	Thu 12/15/22	Thu 12/15/22										
5		PROCUREMENT/MATERIALS	12 wks	Thu 12/15/22	Wed 3/8/23										
25															
26		EXTERIOR SCOPES	23 wks	Thu 2/23/23	Wed 8/2/23										
27		Windows & Siding Repairs	15 wks	Thu 2/23/23	Wed 6/7/23										
28		Entry Doors, Back Doors	15 wks	Thu 2/23/23	Wed 6/7/23										
29		Build canopy over breezeway stairs	15 wks	Thu 3/16/23	Wed 6/28/23										
30		Stair repair & cane rail install	15 wks	Thu 3/23/23	Wed 7/5/23										
31		Gutter repair	15 wks	Thu 3/30/23	Wed 7/12/23										
32		Pressure wash	1 wk	Thu 7/13/23	Wed 7/19/23										
33		Attic Insulation	2 wks	Thu 7/20/23	Wed 8/2/23										
34															
35		MECH/HVAC - 30%	4 wks	Thu 1/19/23	Wed 2/15/23										
36		HVAC EQUIPMENT CHANGE OUT(30%	4 wks	Thu 1/19/23	Wed 2/15/23										
37															
38		INTERIOR SCOPES	37.6 wks	Thu 1/12/23	Mon 10/2/23										
39		BLDG 5 (12 units)	7 wks	Thu 1/12/23	Wed 3/1/23										
63		BLDG 6 (12 units)	7 wks	Mon 2/6/23	Fri 3/24/23										
86		BLDG 7 (12 units)	7 wks	Wed 3/1/23	Tue 4/18/23										
109		BLDG 8 (12 units)	7 wks	Fri 3/24/23	Thu 5/11/23										
132		BLDG 9 (12 units)	7 wks	Tue 4/18/23	Mon 6/5/23										
155		BLDG 10 (12 units)	7 wks	Thu 5/11/23	Wed 6/28/23										
178		BLDG 1 (9 units, 3 HC units)	7 wks	Mon 6/5/23	Fri 7/21/23										
179		3 HC units	7 wks	Mon 6/5/23	Fri 7/21/23										
180		Demo	2 days	Mon 6/5/23	Tue 6/6/23										
181		Framing modifications	1 wk	Wed 6/7/23	Tue 6/13/23										
182		MEP rough-in	1 wk	Wed 6/14/23	Tue 6/20/23										
183		Inspections (rough-in)	1 day	Wed 6/21/23	Wed 6/21/23										
184		Insulation repair	1 day	Thu 6/22/23	Thu 6/22/23										
185		Drywall & Prime	1 wk	Fri 6/23/23	Thu 6/29/23										
186		Interior trim & doors	2 days	Fri 6/30/23	Mon 7/3/23										
187		Interior Paint	3 days	Tue 7/4/23	Thu 7/6/23										
188		Flooring	3 days	Fri 7/7/23	Tue 7/11/23										
189		Cabinets & Tops	1 day	Wed 7/12/23	Wed 7/12/23										
190		MEP trim out	3 days	Thu 7/13/23	Mon 7/17/23										
191		Interior Doors Hardware	1 day	Thu 7/13/23	Thu 7/13/23										
192		Bath Accessories	1 day	Thu 7/13/23	Thu 7/13/23										
193		Window blinds	1 day	Thu 7/13/23	Thu 7/13/23										
194		Major & Minor Appliances	1 day	Thu 7/13/23	Thu 7/13/23										
195		Range Queens	1 day	Thu 7/13/23	Thu 7/13/23										
196		Arch. 1st walk	1 day	Fri 7/14/23	Fri 7/14/23										
197		Empire punch	3 days	Mon 7/17/23	Wed 7/19/23										



Preliminary Owner Schedule

ID	Task Mod	Task Name	Duration	Start	Finish	ct 9, '22		Nov 27, '22		Jan 15, '23		Mar 5, '23		Apr 23, '23		Jun 11, '23		Jul 30, '23		Sep 17, '23		Nov 5, '23		Dec 24,	
						S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
198	→	Bldg Final	1 day	Thu 7/20/23	Thu 7/20/23																				
199	→	Arch. Confirmation	1 day	Fri 7/21/23	Fri 7/21/23																				
200	→	9 non-HC units	7 wks	Mon 6/5/23	Fri 7/21/23																				
201	→	Trade cuts	1 wk	Mon 6/5/23	Fri 6/9/23																				
202	→	Underground water line replacement	2 wks	Wed 6/7/23	Tue 6/20/23																				
203	→	Water line replacement	2 wks	Wed 6/7/23	Tue 6/20/23																				
204	→	Tub/Surround (10%)	2 wks	Fri 6/9/23	Thu 6/22/23																				
205	→	Tub valve & trim (100%)	2 wks	Fri 6/9/23	Thu 6/22/23																				
206	→	Water heater	2 wks	Fri 6/9/23	Thu 6/22/23																				
207	→	Drywall repairs	2 wks	Fri 6/9/23	Thu 6/22/23																				
208	→	Cabinets & Tops	1 wk	Tue 6/20/23	Mon 6/26/23																				
209	→	Range Hood & Dishwasher	1 wk	Tue 6/20/23	Mon 6/26/23																				
210	→	Interior Doors & trim (10%)	1 wk	Thu 6/22/23	Wed 6/28/23																				
211	→	Interior Paint	1 wk	Mon 6/26/23	Fri 6/30/23																				
212	→	Flooring (Kitchen & Baths)	1 wk	Wed 6/28/23	Tue 7/4/23																				
213	→	Plumbing fixtures & trim out	1 wk	Wed 7/5/23	Tue 7/11/23																				
214	→	Electrical/Lights/ Smoke Detectc	1 wk	Wed 7/5/23	Tue 7/11/23																				
215	→	Interior Doors Hardware	1 wk	Wed 7/5/23	Tue 7/11/23																				
216	→	Bath Accessories	1 wk	Wed 7/5/23	Tue 7/11/23																				
217	→	Window blinds	1 wk	Wed 7/5/23	Tue 7/11/23																				
218	→	Refrigerators & Ranges	2 days	Wed 7/12/23	Thu 7/13/23																				
219	→	Range Queens	2 days	Wed 7/12/23	Thu 7/13/23																				
220	→	Arch. 1st walk	1 day	Fri 7/14/23	Fri 7/14/23																				
221	→	Empire punch	3 days	Mon 7/17/23	Wed 7/19/23																				
222	→	Bldg Final	1 day	Thu 7/20/23	Thu 7/20/23																				
223	→	Arch. Confirmation	1 day	Fri 7/21/23	Fri 7/21/23																				
224	→	BLDG 2 (9 units, 3 HC units)	7 wks	Wed 6/28/23	Tue 8/15/23																				
225	→	3 HC units	7 wks	Wed 6/28/23	Tue 8/15/23																				
246	→	9 non-HC units	7 wks	Wed 6/28/23	Tue 8/15/23																				
269	→	BLDG 4 (12 units)	7 wks	Fri 7/21/23	Thu 9/7/23																				
292	→	BLDG 3 (12 units)	7 wks	Tue 8/15/23	Mon 10/2/23																				
315	→																								
316	→	SITE & AMENITIES	28.2 wks	Thu 6/1/23	Thu 12/14/23																				
317	→	Tree Trimming	3 wks	Thu 6/1/23	Wed 6/21/23																				
318	→	Site lighting	6 wks	Thu 6/1/23	Wed 7/12/23																				
319	→	Grading	4 wks	Thu 7/13/23	Wed 8/9/23																				
320	→	Site Concrete	7 wks	Thu 8/10/23	Wed 9/27/23																				
321	→	Monument Sign	1 wk	Thu 9/28/23	Wed 10/4/23																				
322	→	Landscaping	2 wks	Thu 10/26/23	Wed 11/8/23																				
323	→	Dumpster fencing	1 wk	Thu 11/9/23	Wed 11/15/23																				
324	→	Asphalt Repair	1 wk	Thu 11/16/23	Wed 11/22/23																				
325	→	Mill, Overlay & Striping	2.2 wks	Thu 11/23/23	Thu 12/7/23																				
326	→	Demobilization	1 wk	Fri 12/8/23	Thu 12/14/23																				



Date: 4/8/20

Task		External Tasks		Manual Task		Finish-only	
Split		External Milestone		Duration-only		Deadline	
Milestone		Inactive Task		Manual Summary Rollup		Progress	
Summary		Inactive Milestone		Manual Summary		Manual Progress	
Project Summary		Inactive Summary		Start-only			

Advisory Services

The following advisory services will be offered to all residents of Magruder Run Apartments (Phase 2) upon commencement of construction:

- In the event of permanent displacement, which is not expected on any level, Envolve Communities, LLC will refer the displaced tenant to a replacement property and request priority for persons being displaced.
- Upon request, Envolve Communities, LLC will provide written or verbal translation to a requested language for any information detailed in this plan or that is necessary during the construction.
- Envolve Communities, LLC will provide counseling for understanding written notices if needed.
- Envolve Communities, LLC will provide transportation for tenants needing to view other housing.
- Please note that appointments can be scheduled outside of normal business hours if needed to discuss the project, relocation plan and advisory services if needed.

It is our intent to give the best efforts possible to understand and anticipate the needs of the residents, their families, and the elderly with the outlined advisory services. Any additional services needed to aid the residents during this time will be implemented. Please see the contact information located on page 7 of this plan for comments, questions, concerns or discussion of the proposed rehabilitation.

Relocation Plan Requirements

The relocation plan must be kept in plain sight and available for tenants to review and should be property specific, including at a minimum:

1. The name, address and contact person for the owner and management company
2. Scope of the work to be completed, including estimated start and completion dates
3. Planned measures to minimize construction impact on occupied units
4. Projected rents and rental policies after rehab
5. Advisory services to be offered
6. Estimated determination as to Moving Cost Reimbursement
7. A unit delivery schedule

Owners must document compliance by including in each tenant's file all documentation related to relocation, including all notices and agreements referenced herein, as well as bill receipts and canceled checks. Be prepared to present this information to VHDA upon request.



Relocation Assistance Guidelines

Effective immediately, these guidelines are amended to recognize changes to the Code of Virginia effective July 1, 2015 (§§ 55-222, 55-226.2, 55-248.4, 55-248.7:1, 55-248.7:2, 55-248.9:1, 55-248.15:1, 55-248.18 and 55-248.24).

In general, owners of projects which funding includes federal monies should adhere to regulations set forth under the [Uniform Relocation Assistance Act of 1970 \(URA\)](#), including RAD projects.

VHDA guidelines focus on residents/tenants who are permanently or temporarily relocated as a direct result of the rehabilitation, demolition and/or construction of Low Income Housing Tax Credit (LIHTC) projects.

VHDA guidelines must be followed to qualify for Low Income Housing Tax Credits and will be incorporated by reference in and enforced by the Contract to Enforce Representations. Furthermore, violation of these guidelines will result in a penalty against future reservation applications.

Owner's Responsibility to Tenants

Open communication with tenants is helpful for both the owner and tenants as it helps to minimize rumors, misunderstandings and alleviate the stress of moving.

Permanent Relocation: A tenant is permanently relocated if his/her tenancy is terminated due to the rehabilitation of the unit or due to change in use. If a tenant is permanently relocated, a 120-day Notice must be delivered to the tenant, unless the lease is month-to-month and the tenant has agreed in writing to a lesser time period, in which case a 30 day notice must be issued.

120-day Notice

- Issued no less than 120 days prior to the day that the tenant must move;
- Addressed to the tenant at his/her current address;
- Informs the tenant that due to renovation they are required to move from the development, why they are required to move and states the move date.
- States the contact person for advisory services, types of services that are offered and hours as well as giving the option to make a scheduled appointment outside of normal hours if needed.
- Generally describes the relocation payment(s) for which the tenant may be eligible, the basic conditions of eligibility and the procedures for obtaining the payment (see Moving Cost Reimbursement below). Eligibility for relocation assistance shall begin on the date that acquisition negotiations are initiated or actual acquisition, whichever occurs first.
- States the contact information of management company if tenant has any questions or would like to discuss the assistance determination

Tenant Advisory Services

Advisory Services may be provided by the property management company or outside vendor. The following services must be included but is not limited to only these items.

- Provides referrals for tenants to replacement properties, and contacts said properties to request priority for persons being displaced.
- Provides tenants with written information and/or translation services in their native languages if necessary
- Provides appropriate counseling for tenants who are unable to read and understand notices
- Provides contact information for questions and access to phone or computer if needed to make contact.
- Provides transportation for tenants needing to look at other housing, especially those who are elderly or disabled
- Understand and anticipate the needs of families and the elderly and able to meet the special advisory services they may need
- Allow and make tenants aware that appointments can be scheduled outside of normal business hours if needed.

Temporary Relocation (not to exceed 30 Days): The tenant will return to the original unit or be permanently relocated to a comparable unit at the same property in 30 days or less of the initial move date.

1. The owner must pay the tenant's moving and associated costs (including utility connection costs).
2. The owner provides amenities (to include day room, refreshments, meals, T.V., etc.) to any tenant that is displaced for a partial day, during daytime hours, up to five days.
3. The owner must provide advisory services

Under this section while the tenant should receive a 30-day Notice, the tenant can agree in writing to move in less than 30 days.

30-day Notice

- Issued no less than 30 days prior to the day that the tenant has to move, unless there is a health/safety concern;
- Addressed to the tenant at his/her current address;
- States the specific date by which the tenant is required to move and the time moving services will arrive at unit
- States the responsibilities of the tenant pertaining to the move and contact information in order to request assistance with said responsibilities;
- States the address to which the tenant will be relocated;
- State, if applicable, the date on which the move-in inspection will be completed

Temporary Relocation Due to Health & Safety Concerns (not to exceed 30 Days): Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or authorized occupant, the owner may require the tenant to temporarily vacate the dwelling unit in order to perform remediation, in accordance with professional standards as defined in § 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to

the tenant, or (ii) a hotel room, at no expense or cost to the tenant. See Code Section 55-248.12:2. Notice to the tenant can be immediate.

Temporary relocation longer than 30 Days: The owner must contact any tenant who has been or will be temporarily relocated for longer than 30 days. Owner will provide to the tenant Advisory Services and Moving Cost Reimbursement. This assistance will be in addition to assistance the tenant has already received for temporary relocation and may not be reduced by the amount of temporary relocation assistance already received.

Moving Cost Reimbursement

Owner's moving cost reimbursement to the tenant is limited to \$100.00 if either of the following applies:

- a. A tenant has minimal possessions and occupies a dormitory style room, or
- b. A tenant's move is performed by an agency at no cost to the tenant

If neither 'a' nor 'b' above applies, and the tenant opts to move his/her belongings, the reimbursement to the tenant may be based on one or a combination of the following:

1. Based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule (see Virginia) and on the number of rooms of furniture, not the number of bedrooms per unit.
2. Based on the *Tenant's Actual Reasonable Moving and Related Expenses* (including utility connection fees), which are defined as:
 - A. The lower of two bids or estimates prepared by a commercial mover; or
 - B. Receipted bills for labor and equipment

Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and equipment rental fees should be based on the actual rental cost of the equipment not to exceed the cost paid by a commercial mover.

Processing Tenant Moving Cost Reimbursement Claims

To support claims for relocation, the tenant must be informed they are required to provide documentation, including bills, certified prices, appraisals and other evidence of expenses. Owners must:

- Provide reasonable assistance necessary to complete and file tenants' claims for payment
- Reimburse moving costs upon receipt of billing documentation from the tenant
- Provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent
- Make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship (often tenants will need these payments for security deposits)
- Promptly notify the tenant in writing of its determination, the basis for its determination and the procedures for appealing that determination, if it disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds

- Not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits

Owner's Responsibility to VHDA

Owners are required to submit a *Relocation Plan* (the Plan) to VHDA's Tax Credit Allocation Department with the reservation application. The Plan must be kept in plain sight and available for tenants to review and should be property specific, including at a minimum:

1. The name, address and contact person for the owner and management company
2. Scope of the work to be completed, including estimated start and completion dates
3. Planned measures to minimize construction impact on occupied units
4. Projected rents and rental policies after rehab
5. Advisory services to be offered
6. Estimated determination as to Moving Cost Reimbursement

Owners must document compliance by including in each tenant's file all documentation related to relocation, including all notices and agreements referenced herein, as well as bill receipts and canceled checks. Be prepared to present this information to VHDA upon request.

Tab T:

Funding Documentation



May 4, 2022

Ty Tyson, Vice President - Investments
TBC affiliate of Envolve Communities, LLC
Montgomery, AL 36101

Subject: Mill Creek Apartments ("Property")
Chesapeake, VA

Dear Mr. Tyson:

We are writing this letter to confirm the engagement by ("you" or "the Client") of Bellwether Enterprise Real Estate Capital, LLC ("we", "Lender" or "Bellwether Enterprise") to provide the services described herein in connection with the above referenced project (the "Project"). We understand that you own or control the Project and desire Bellwether Enterprise to provide FHA mortgage insurance processing and underwriting services and to structure and provide the permanent loan financing (the "Insured Loan") for the Project. We are pleased to have this opportunity to represent and work with you.

A. FHA Mortgage Insurance Processing Services.

The Client hereby retains Bellwether Enterprise as its exclusive agent to prepare, submit and process an application (the "Application") for FHA mortgage insurance pursuant to FHA's MAP Section 221(d)(4) program for the Insured Loan. Bellwether Enterprise agrees to use its diligent efforts to obtain issuance of an FHA mortgage insurance commitment (the "FHA Commitment") in form and content reasonably acceptable to the Client. In connection with our processing of the Application, the Client agrees to: Comply with all requirements of the MAP program; cooperate with us fully; provide information, documents, and exhibits, when requested by us or required by FHA, in a timely manner; participate (and make your representatives available to participate) in meetings and consultations with FHA; clear with us in advance and provide copies to us of any communications with FHA; and promptly advance the funds necessary to process, underwrite and Close (as defined in the Project Processing Summary) the Insured Loan.

B. Issuance of FHA Firm Commitment, Rate Lock, Closing and Loan Servicing.

Upon completing its review of the Firm Commitment Application, FHA may issue the FHA Commitment. If the FHA Commitment is issued, pursuant to a separate funding commitment to be entered into between the Client and Bellwether Enterprise on mutually agreed terms (the "Funding Commitment"), Bellwether Enterprise will provide the services necessary to close and provide funding for the Insured Loan. Bellwether Enterprise shall have the exclusive right to close and provide funding for the Insured Loan and to service the Insured Loan. Bellwether Enterprise makes no representation as to whether FHA will issue the FHA Commitment or, if issued, what terms and conditions will be contained the in the FHA Commitment.

Handwritten initials 'WV' in black ink, positioned above a horizontal line.
Initial

Upon execution of the Funding Commitment, the Client will deposit with Bellwether Enterprise the Good Faith Deposit, which will be returned to the Client upon closing of the FHA loan. If the Insured Loan does not close and the Funding Commitment expires, except in cases due to no fault of the borrower, Bellwether Enterprise may retain the Good Faith Deposit as compensation for services performed by it. Pursuant to the Funding Commitment, Bellwether Enterprise will quote financing terms for the Insured Loan. All financing terms must be acceptable to you. You understand that the processed interest rate contained in the Application is not an estimate or representation by Bellwether Enterprise of the interest rate at which the Insured Loan will be funded.

In the event that the Client is not to be the borrower pursuant to the Insured Loan, the Client may assign its rights and obligations pursuant to this Agreement and the Funding Commitment to the borrower, subject to approval by Bellwether Enterprise.

C. Project Processing Summary.

We have listed in the attached Project Processing Summary (the "Summary") certain requirements applicable to the Insured Loan as currently in effect pursuant to FHA's MAP Section 221(d)(4) program, current estimates of fees required in processing the Application and certain information regarding the Project and your financing goals. In addition, the Project Processing Summary lists the various fees and charges payable to Bellwether Enterprise for the services to be provided to you as described in this Engagement Letter:

1. The Engagement Fee is a non-refundable retainer fee payable to us to confirm our business relationship and to cover staff time and out-of-pocket expenses incurred in connection with the processing of your Application.

2. The Financing Fee represents compensation for services rendered by us in originating, underwriting, processing the loan and obtaining the FHA Commitment. The Financing Fee shall be earned at the time the FHA Commitment is issued substantially in the form and content requested in the Application or other form acceptable to the Client and shall be due and payable to us at the earlier to occur of the FHA Closing or the expiration of the FHA Commitment.

3. The GNMA Placement Fee represents compensation to Bellwether Enterprise for structuring, negotiating and marketing the MBS with competitive investors, locking the rate and funding the construction and permanent loans.

4. The Closing Fee represents an amount to be paid to our counsel for legal services associated with the closing of the Insured Loan.

The Client shall be responsible for all costs incurred in processing and closing the Insured Loan including costs of its counsel, title charges, recording and filing charges, survey charges and all third party charges and costs. The Project Processing Summary lists our estimate of certain MAP Third Party Costs which will be incurred in connection with processing the Application, which amount shall be paid to Bellwether Enterprise upon your execution of this Agreement and applied to payment of the costs of required third party reports. Any unexpended amount shall be returned immediately following Closing. In the event that such amount shall be insufficient, the Client shall pay such deficiency to Bellwether Enterprise immediately upon demand regardless of whether the Insured Loan closes.

D. Agreement not a Commitment to Lend.

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Neither this agreement nor any statements contained herein or in correspondence or conversation between the Client and Bellwether Enterprise shall be deemed to obligate Bellwether Enterprise, directly or indirectly, to make a loan to the Client or to issue to the Client the Funding Commitment. Any such commitment to make a loan shall be only upon terms and conditions agreed to by the parties in their sole discretion, and set forth in the Funding Commitment. In the event of any conflict between the terms of this Agreement and the terms of the Funding Commitment, the terms of the Funding Commitment shall govern.

E. Limitation of Services to be Provided by Bellwether Enterprise.

The scope of services to be provided by Bellwether Enterprise hereunder is wholly and expressly limited to the matters covered by this agreement, and complying with conditions, requirements or procedures imposed by FHA in connection with the processing of the Application and the issuance of the FHA Commitment. It is agreed that neither the Client nor Bellwether Enterprise shall engage in any lobbying activities, directly or indirectly, to influence FHA in any manner concerning the Project.

F. Exclusivity.

The Client agrees that Bellwether Enterprise shall have the exclusive right to provide mortgage insurance processing services with regard to the Application and to close and fund the Insured Loan.

G. Advertising.

The Client authorizes Bellwether Enterprise to publicly use, at its discretion, the name of the Property, Borrower's name, photographs of the Property, and basic transaction information (for example, the number of units in the Property, the loan amount, etc.) relating to the loan.

H. Miscellaneous.

1. This agreement shall be binding upon the parties hereto and their heirs, successors and assigns. The parties have made and executed this agreement in exchange for the mutual commitments made herein.
2. This agreement is not and shall not be construed as a commitment to lend. Any such commitment to lend shall be the subject of a separate writing following issuance of the FHA Commitment, and shall reflect the requirements of FHA and Bellwether Enterprise for closing and funding of the Insured Loan, including the rate-lock arrangements which have been agreed to by the Client.
3. The Client understands, acknowledges and agrees that: (i) Bellwether Enterprise has not made any representations or warranties regarding the results of the FHA mortgage insurance processing; (ii) the Target Interest Rate and Target Loan Amount set forth in the Project Processing Summary reflect what you hope to achieve and what Bellwether Enterprise believes it is reasonable to expect FHA will be willing to insure given the information you have provided us, market area data currently available to us, the criteria generally applied by FHA in determining an insurable mortgage under the Section 221(d)(4) program and the interest rate environment prevailing as of this date and (iii) while we will use our skill, expertise and diligent efforts to obtain a mortgage commitment satisfactory to you, we cannot promise or otherwise assure you that we will be successful, nor do we make any representation as to current or future interest rate market conditions or whether such interest rate and loan amount will ultimately be acceptable to FHA.
4. The Client understands the Bellwether Enterprise will rely upon the factual statements and other information provided by the Client in the processing of the Application and hereby affirms that all

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material information and statements heretofore given (and to be provided hereafter) are (will be) true, complete and accurate as of the date of the submittal of same. Client further agrees to notify us in writing immediately of any material change in the information provided to us.

5. The Client represents to Bellwether Enterprise that to the best of its knowledge, after due investigation, there is no identity of interest between the Client and Bellwether Enterprise. Identity of interest includes any financial or family relationship between an officer or director of Bellwether Enterprise, its principal staff or contract employees working on the Application and an officer, director or partner of the Client, sponsor or principals or any general or subcontractors working on the Project or the seller of the Project.
6. Due to the current COVID-19 pandemic, HUD's requirements on debt service reserves and holdbacks for cash out refinances are being refined and may continue to change. The underwriting for the project will reflect the guidance in place at the time of application, but is subject to change based on HUD requirements.
7. This agreement constitutes the entire agreement between the parties and replaces any prior or contemporaneous oral or written communications between the parties. No modification, amendment, supplement to, or waiver of this agreement is effective unless in writing and duly signed by an authorized representative of both parties.

I. Patriot Act.

By Acceptance of this Loan Application Borrower acknowledges that all Borrower signatories will be required to provide documentation which includes social security identification number and driver's license in order to comply with Lender's USA Patriot Act requirements.

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If the above arrangements are satisfactory to you, please countersign this letter in the space provided below, initial each of the pages at the bottom, and return the original of this letter to our office, together with a check for the Engagement Fee and the MAP third-party report estimate as detailed in the attached Project Processing Summary. The total is \$55,500.

We look forward to working with you toward the successful closing of your Project.

Sincerely,



Karl Edmonson, FHA Deputy Chief Underwriter

Approved and Agreed this 9 day of May, 2022.

Borrower: TBD

Name/Title: Wade Wood - Investment Officer

Signature: 

Date: 5/9/22

FEID#: TBD

Enclosure: Project Processing Summary

Initial

PROJECT PROCESSING SUMMARY: Section 221(d)(4)

Date: May 4, 2022

Borrower: TBD

Project Name: Mill Creek Apartments

Project Location: Chesapeake, VA

Number of Units: 120

Existing Debt or Purchase Price: \$0

Target Loan Amount: \$14,957,300

Target Interest Rate: Construction and Permanent Loan: 4.35%, assuming the stated loan amount, 14-month construction period and a 75% first draw. This rate is not a prediction of the rate that will be available, but rather represents the rate that would be achievable if the rate were locked today assuming all underwriting standards and conditions were satisfied.

Prepayment: Negotiable. Preferred in the current market environment is 10% prepayment penalty in the first year, declining by 1% per year and to -0- the tenth year.

Mortgage Term: 40 years plus construction period.

Amortization Term: 40 years

FHA Insurance Program: Section 221(d)(4)

Security: The loan shall be secured by a first lien on all project assets.

Non-Recourse Loan: This loan will be non-recourse subject to the provisions for acts of malfeasance as recited in the FHA Regulatory Agreement, form HUD 92466M, Item 50.

Assumption: The loan is assumable subject to FHA's approval.

FHA Application Fee: HUD requires a fee of \$3 per thousand dollars of the requested mortgage amount for review of the Firm Commitment application. For market rate transactions, one half of this amount, which is non-refundable, is due with the submission of the pre-application package and the other half is due with the application for Firm Commitment. For affordable new construction or substantial rehabilitation proposals and for any refinancing or acquisition transactions, the entire amount is paid at the Firm Commitment stage.

Initial

FHA Inspection Fee: The HUD Inspection Fee is \$5 per thousand of the mortgage amount for new construction and \$5 per thousand of the improvement costs for substantial rehabilitation.

FHA MIP: MIP (Mortgage Insurance Premium) is 0.25% annually.

MAP Third Party Fees: The following third party reports are required by MAP Underwriting Guidelines (preliminary cost estimates are presented below):

Appraisal (Pre-Paid)	\$0
AEC Review	\$20,000
Market Study	\$10,000
Phase I	\$7,500
PCNA	\$8,000
Total	\$45,500

If the actual costs are less, the difference will be refunded. If the costs are greater, the Client shall advance the difference to Bellwether Enterprise upon demand. Bellwether Enterprise has diligently negotiated with vendors to receive the lowest cost possible. If unforeseen costs arise Bellwether Enterprise will immediately inform the Client.

Engagement Fee: \$10,000

Financing, Placement and Closing Fees:

Financing Fee: 1.00% of the mortgage amount, payable from Loan Proceeds at Initial Endorsement.

Placement Fee: This fee is payable at Initial Endorsement.

Closing/Lender Legal/Other Fees: Borrower agrees to pay all legal fees and costs incurred by Lender in preparation of the Loan Documents (as defined in this Loan Application) and the closing of the Insured Loan. Fees to Lender's counsel are estimated at \$55,000 plus out-of-pocket expenses, absent unforeseen requirements or issues in closing the Insured Loan.

Borrower agrees to pay all costs incidental to the FHA Commitment and Insured Loan closing, including all costs related to title insurance, survey, recording and filing fees, flood certifications and any other out-of-pocket or third-party costs related to the Insured Loan. Borrower agrees to pay such costs to Lender whether or not the FHA Commitment is issued or the Insured Loan is closed.

Good Faith Deposit: An amount equal to 0.5% of the mortgage amount will be payable pursuant to the Funding commitment.

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Initial

Assurance of Completion:

The general contractor shall provide an assurance of completion of construction on forms approved by HUD.

1. For non-elevator buildings, or elevator buildings with three stories or less, where the cost of construction or rehabilitation is more than \$500,000, the assurance shall be in the form of corporate surety bonds for payment and performance, each in the amount of 100% of HUD's estimated cost of construction or rehabilitation including an assumed builder's profit on BSPRA transactions (see Section G Line 50, Form HUD-92246, less architect's design and supervisory fee and mortgagor's other fees). Alternatively, the completion assurance agreement may be secured by a cash deposit or Letter of Credit in the amount of 15% of the HUD estimated cost of construction or rehabilitation.

2. For elevator buildings of four (4) stories or more, the assurance shall be in the form of corporate surety bonds for payment and performance, each in the amount of 100% of HUD's estimated cost of construction or rehabilitation including an imposed builder's profit on BSPRA transactions. Alternatively, the completion assurance agreement may be secured by a cash deposit or Letter of Credit in the amount of 25% of the HUD estimated cost of construction or rehabilitation.

Builder's Warranty:

In projects involving Insurance Upon Completion, or in cases where a Letter of Credit has been used in lieu of a surety bond, the general contractor must enter into a latent defect agreement with HUD and provide one of the following at Final Endorsement to assure correction of any latent defects:

1. Cash escrow deposit of 2.5% of the principal amount of the mortgage, to be retained in escrow by the Lender for a period of 15 months, or

2. An irrevocable, unconditional letter of credit issued to Lender by a banking institution, or,

3. Surety bond in the amount of 10% of the cost of construction or substantial rehabilitation. The bond must be in effect for 2 years after substantial project completion. The bond must be on Form HUD-3259, Surety Bond Against Defects Due to Defective Materials and/or Workmanship.

WW

Initial

Wiring Instructions

Name: Key Bank
127 Public Square, Cleveland, Ohio 44114

ABA#: 041001039

Account Name: Bellwether Enterprise Real Estate Capital, LLC
(FHA Disbursement Clearing Acct.)

Account#: 359681267415

REFERENCE: Mill Creek Apartments

WU

Initial



August 2, 2022

Mr. Ty Tyson
VP, Investments
Envolve Communities, LLC
2231 20th Avenue South
Birmingham, AL 35223

Dear Mr. Tyson,

Thank you for considering our proposal! This letter outlines the terms and conditions under which Enterprise Housing Credit Investments (“Enterprise”) as representative for one or more equity funds will make an equity investment in Mill Creek (the "Project") located in Chesapeake, VA.

A. The Project

- Involves the acquisition and rehabilitation of 120 rental units in 10 building(s), 100% of which will be leased to LIHTC-eligible households
- Is projected to qualify for:
 - \$872,780 of annual Federal Low-Income Housing Tax Credits (the "Federal Housing Credit"), based on the following tax credit percentages, which will be locked as of closing: 4% for acquisition and 4% for construction

B. Project Ownership, Fees, Cash Flow and Capital Proceeds Allocations

- Sponsored by Envolve Communities, LLC (the “Sponsor”)
- The general partner will be a for-profit subsidiary of the Sponsor (the “General Partner”), which will be a single purpose entity with a 0.01% interest in the partnership. While the LOI refers to an LP structure for the partnership, the Sponsor may subsequently propose to use an LLP or LLC structure.
- The Enterprise equity fund will be the limited partner (the "Limited Partner") with a 99.99% interest in the partnership
- Development Fee – the development fee in the amount of \$2,277,408, will be payable as follows:
 - \$1,138,708 is projected to be paid out of equity as detailed in Section C below
 - \$0 is projected to be paid from sources other than equity on terms approved by the Limited Partner
 - The remainder is deferred and paid from cash flow at the interest rate shown

ENTERPRISE HOUSING CREDIT INVESTMENTS, LLC.

70 Corporate Center ■ 11000 Broken Land Parkway ■ Suite 700 ■ Columbia, MD 21044 ■ 410.964.0552 ■ www.EnterpriseCommunity.org

If there is a discrepancy between any figures shown in this letter, compared to the projections shared by Enterprise, please defer to the projections.

in the projections.

- **Investor Services Fee** - the Limited Partner will receive an investor services fee of \$6,000 inflating 3% per year paid in accordance with Section E. Unpaid investor services fee will accrue without interest and be paid as a priority from subsequent cash flow or proceeds from refinancing or sale
- **Partnership Administration Fee** - the General Partner will receive a partnership administration fee of up to \$52,000, inflating at 3% per year paid in accordance with Section E. Unpaid partnership administration fee will accrue without interest to be paid from subsequent cash flow or proceeds from refinancing or sale

Ownership Assumptions

	LP	For Profit GP	Non Profit GP
Percentage Ownership Interest	99.990%	0.01%	0.000%
Share of Project Cash Flow	99.990%	0.01%	0.000%
Share of Capital Proceeds at Sale	10.000%	90.00%	0.000%
Investor Income Tax Rate:	21.00%	Notes:	
Gross Income Allocation		90.000%	0.000%

C. Pricing of Credits and Schedule of Capital Contribution Payments

The Limited Partner proposes making an investment of \$7,636,824 based upon:

- \$0.875 per dollar of Federal Housing Credit (“Federal Housing Credit Price”)

We assume the Limited Partner will be admitted to the partnership on **11/01/2022**. If prior to closing there are material changes in the underwriting or timing assumptions or Enterprise’s cost or availability of capital, the Limited Partner may adjust the investment. Capital contributions (“Payments”), as scheduled in the projections, will be due upon the satisfaction of conditions and delivery of the items outlined below, to the extent not provided at closing, with approval by the Limited Partner. All Payments are contingent upon satisfaction of the conditions of prior Payments, and receipt of reporting items (see Section I below) and representations and warranties to insure the Project’s viability. Additional conditions may be imposed during underwriting and will be reflected in the final partnership agreement (the “Partnership Agreement”).

First Payment: Admission \$1,527,612 (20%)

Up to the amount projected but limited to the amount needed to cover immediate costs.

\$341,612 of Development Fee will be paid as part of this Payment.

Second Payment: Completion \$4,436,117 (58%)

On the latest to occur of 01/01/24 and:

- Loan documents for loans closed as of the admission date
- Owner’s title insurance policy
- Balanced draw request (AIA forms G702 and G703)

- Support for all soft costs
- General contractor lien waivers
- Temporary certificates of occupancy for 100% of the units (for renovation projects, all applicable building department signoff on permits or recorded notice of completion or other such confirmation that the local government approves of the completed work may be acceptable in lieu of certificates of occupancy)
- Construction completion which requires that the Limited Partner and its consultant accept the architect certification that construction is complete in accordance with the relevant project documents, excepting punch list items that do not impede occupancy on a full rent paying basis provided that funds are escrowed or retained by construction lender to complete them

- Radon testing for each building and evidence of mitigation, if required
- Title report evidencing there are no recorded mechanics liens that have not been released or bonded against
- Partial lien release and current AIA forms G702 and G703
- Draft as-built plans approved by the architect
- Draft accountant prepared cost certification documenting the Project's eligible basis, balanced sources and uses, calculation of annual credit, and evidence of the 50% test (for 4% deals)
- Current source and use schedule for the Project confirming sufficient funds will be available to achieve loan conversion ("Loan Conversion") which consists of:
 - Conversion of all loans to permanent status
 - Closing and funding of all permanent loans in accordance with the terms shown on the Projections
 - Repayment of all construction loans
 - Approval of all loan documents
- Required insurance
- satisfactory evidence of the partnership's valid and timely election to be treated as an "electing real property trade or business" under Section 163(j)(7)(B) of the Code;

\$284,677 of Development Fee will be paid as part of this Payment.

Third Payment: Conversion/Stabilization \$1,413,494 (18.5%)

On the latest to occur of 04/01/24 and:

- Permanent certificates of occupancy for 100% of the units (for renovation projects, all applicable building department signoff on permits or recorded notice of completion or other such confirmation that the local government approves of the completed work may be acceptable in lieu of certificates of occupancy)
- Final mechanic's lien release and final AIA forms G702 and G703
- Final as-built ALTA survey (for projects involving new construction or changes to the footprint of a building due to renovation)
- Recorded extended use agreement. When the state process precludes recording the extended use agreement prior to the end of the first credit year, Enterprise may defer this requirement

- Final accountant certified cost certification documenting the Project’s eligible basis, balanced sources and uses, calculation of annual credit, and evidence of the 50% test (for 4% deals)
- 98% documented tax credit qualified occupancy
- Credit projection
- Stabilization Date, which is the date that is the later of:
 - i. Construction completion
 - ii. The date the Project has satisfied the required debt service coverage ratio (the “Coverage Ratio”) of 1.15 for a period of three (3) consecutive calendar months evidenced as a single time period, with revenues calculated on a cash basis and expenses on an accrual basis. Rental and operating subsidy payments receivable may be included in rental income (up to the projected subsidy income) provided such amounts are not more than sixty (60) days in arrears. Revenue shall not include non-recurring revenue nor tenant-based voucher income exceeding maximum Federal Housing Credit rents. Throughout this period, the underwritten physical occupancy of the residential units is achieved and revenue equals or exceeds projected effective gross income. Project expenses (including required reserve funding) will be the greater of:
 1. actual expenses; OR
 2. the lesser of
 - A. the expenses shown on the projections
 - B. the current approved budget

Note that the Coverage Ratio may be adjusted upward during underwriting to maintain appropriate minimum Coverage Ratio during the initial compliance period.
- Loan Conversion, which may be simultaneous with equity funding per this Payment

\$398,548 of Development Fee will be paid as part of this Payment.

Fourth Payment: 8609 \$113,871 (1.5%)

On the latest to occur of 04/01/25 and:

- Receipt of IRS Form(s) 8609
- Tax return for the first Federal Housing Credit year

\$113,871 of Development Fee will be paid as part of this Payment.

Fifth Payment: Final Operating Reserve Contribution \$145,730 (1,9%)

On the latest to occur of 10/1/30

D. Adjusters

The maximum aggregate upward adjuster is 5% of the projected total capital contribution and payment thereof shall not be subject to any conditions other than as may be set forth below. The calculation of the adjuster will be subject to the Limited Partner’s approval

and include no negative tax implications to the Limited Partner. If the unpaid Payments are less than any downward adjustment, the General Partner will make a cash contribution or loan in the amount of the deficiency on an after-tax basis to be distributed to the Limited Partner. The specific adjustments follow:

1. Total Credit Adjuster:

If there is a reduction of total credits of any type at any time, as compared to projections, then the next Payment will be reduced. The amount of the downward adjuster will be the respective credit price multiplied by the reduction of the relevant credits.

If there is an increase of total credits of any type, as compared to projections then the aggregate capital contribution will be increased as of the Payment for which 8609s are received. The amount of the upward adjuster will be the respective credit price multiplied by the increase of the relevant credits.

2. Timing Adjuster:

If there is a reduction in equity according to the following paragraphs, it will be implemented as of the Payment dependent upon the Stabilization Date. Any additional equity funded under this section D.2 will be payable as part of the Payment requiring receipt of the relevant tax return showing the faster delivery, by year. If the Project delivers fewer Federal Housing Credits less than shown in the following schedule, total capital contribution will be reduced by \$0.53 per dollar of credit differential, and if the Project delivers more Federal Housing Credits than shown in the following schedule, total capital contributions will be increased by \$0.53 per dollar of credit differential:

2023	2024
\$727,317	\$872,780

The timing adjusters may vary between LOI and final closing as the investor's internal rate of return requirement changes. If the increase in first year Federal Housing Credits results in any loss of Federal Housing Credits due to the 2/3 rule, the increase will be reduced by both the permanent loss of Federal Housing Credits and present value of the rescheduled credit delivery.

3. Recapture Adjuster

If the actual Federal Housing Credits allocated to the Limited Partner on the federal tax return are less than projected (after adjustments per D.1 and D.2 above), or there is recapture of Federal Housing Credits, then the Limited Partner's capital will be reduced by \$1.00 for every dollar reduction in the amount of Federal Housing Credits plus any interest and penalties imposed by the IRS.

If it is determined that a recapture adjuster will be applicable in subsequent years, the full adjuster for the future years will be made at the time of the initial determination. If the unpaid capital contributions are less than this adjustment, the General Partner will make a cash contribution in the amount of the deficiency on an after-tax basis. This contribution will be distributed to the Limited Partner.

4. Depreciation Adjuster

Failure to make various General Partner or Sponsor tax and Project depreciation elections as called for in the projections and the Partnership Agreement will result in a reduction in capital contributions to reflect the reduction in benefits to the Limited Partner. If unpaid capital contributions are less than such adjustment, the General Partner will be required to make a cash contribution up to the amount of such reduction in tax benefits on an after-tax basis. This contribution will be distributed to the Limited Partner.

5. Excluded Credit Adjustment Amount

There will be no adjuster for any reduction or recapture of credits if such reduction or recapture is due solely to (i) an act or omission attributable to gross negligence or intentional misconduct of the Limited Partner in violation of the Partnership Agreement; (ii) the transfer by the Limited Partner of all or a portion of its interest in the Partnership; or (iii) any change in the Code or change in Treasury Regulations (except as related to the Average Income minimum set-aside election) that occurs after the effective date of the Partnership Agreement, with which the General Partner is unable to comply despite the exercise of good faith and reasonable efforts.

E. Application of Cash Flow and Refinance or Sale Proceeds

1. Cash Flow

Cash remaining after funding operating expenses, reserve deposits, and required debt service will be applied according to the following priorities:

- a) to the Limited Partner for:
 - i. unpaid credit deficiency
 - ii. taxes owed on taxable income allocated to the Limited Partner
 - iii. unpaid Investor Services Fees
- b) to replenish the operating reserve to required level
- c) to the property manager for the cash flow portion of property management fee (if related manager)
- d) to the developer to pay off remaining deferred Development Fee
- e) to the General Partner
 - i. to reimburse operating deficit contributions
 - ii. for Partnership Administration Fee (if applicable)
 - iii. to reimburse development advances, at the Limited Partner's sole discretion after tax analysis
- f) Contingent loan payments with limits for each loan scheduled in the projections and in accordance with the loan documents
- g) A percentage to the General Partner accompanied by a special allocation of income of such amount and the remainder to the Limited Partner per Section B above

2. Capital (Refinance or Sale) Proceeds

The proceeds of a refinance or sale of the Partnership's property, net of paying off outstanding debt, will be distributed according to the following priorities:

- a) to the Limited Partner for
 - i. unpaid credit deficiency

- ii. taxes owed resulting from the sale or refinancing
- iii. unpaid Investor Services Fees
- b) to the developer for unpaid Development Fee
- c) to the General Partner for:
 - i. reimbursement of operating deficit contributions and credit adjuster advances
 - ii. Partnership Administration Fee (if applicable)
 - iii. reimbursement of development advances, at the Limited Partner's sole discretion after tax analysis
- d) Distributions to the General Partner and the remainder to the Limited Partner in accordance with Section B of this agreement.

F. Disposition of the Limited Partner's Interest

The Limited Partner will have an absolute right to withdraw from the Partnership after the credit period. Beginning after the credit period the Limited Partner may require the General Partner or its designee to purchase the Limited Partner's entire interest in the Partnership for one hundred dollars (\$100.00) and to provide adequate protection against the possibility of tax credit recapture through the end of the compliance period.

The General Partner will have the following purchase options which will terminate twelve months after each respective trigger date:

1. Purchase of the Limited Partner's Interest

The General Partner will have the option to purchase the Limited Partner's interest at the end of the initial compliance period for a price ("Buyout Price") equal to the greater of (a) the appraised value of the Limited Partner's interest subject to all applicable use restrictions, or (b) any taxes payable by the Limited Partner attributable to the sale of its interest in excess of projections.

2. Purchase of the Project

After the initial compliance period, the General Partner will have the option to purchase the Project for a price equal to the greater of (a) the as-is appraised value of the Project subject to all applicable use restrictions, or (b) the total amount of any taxes payable by the Limited Partner due to the sale plus debt on the Project, in excess of projections.

G. General Partner Obligations

All obligations of the General Partner, including but not limited to the following, will be guaranteed by Sponsor (the "Guarantor") and Envolve Community Management, LLC, jointly and severally. The General Partner and Guarantor must demonstrate to Enterprise, in its sole and absolute discretion, their ability to provide meaningful guarantees including a joint liquidity covenant of \$1MM.

1. Guarantees

- a) Achieve lien-free construction completion, cover all development advances necessary for the completion of the Project, and convert to permanent financing at the amounts and terms shown in the projections. Advances under this guarantee will not be reimbursed, unless approved by the Limited Partner at their sole

discretion, in which case they may be structured as cash-flow contingent loans.

- b) Advance funds needed to cover operating deficits until the later of the Stabilization Date or Loan Conversion.
- c) After the later of the Stabilization Date or Loan Conversion, advance funds needed to cover operating deficits up to 6 months of operating expenses, reserve contributions, and debt service currently scheduled to be \$774,730. The duration of this guarantee is at least 5 consecutive audited years (including the calendar year of Stabilization or Loan Conversion) following the later of Loan Conversion or Stabilization Date. This guarantee will continue until such time as:
 - i. the operating reserve is funded as per Projections
 - ii. the Project has achieved the Coverage Ratio for the final 2 consecutive years of the guarantee period. This ratio may be adjusted during underwriting to maintain a minimum Coverage Ratio during the initial compliance period
- d) Contribute capital to fund:
 - i. adjusters as described in Section D above;
 - ii. reserve accounts not funded due to capital contribution adjustments; and
 - iii. unpaid Development Fee at the end of the compliance period.
- e) Repurchase the Limited Partner's interest if:
 - (A) At any time before the Project has operated at Break-even for a period of three (3) consecutive calendar months, any loan is in default, after the expiration of any applicable notice and cure period, or an action is commenced and successfully executed to foreclose, abandon, or permanently enjoin the construction of the Project;

OR

- (B) If the Partnership fails to:
 - i. Qualify for Federal Housing Credits for failing the 50% test as required in Code Section 42(h)(4)
 - ii. Achieve the minimum set-aside test for the Project
 - iii. Achieve at least 75% of the projected Federal Housing Credit
 - iv. Operate at break-even for 3 consecutive months within 18 months of the completion date
 - v. Achieve Loan Conversion
 - vi. Maintain any loan commitment which is not replaced by a comparable commitment acceptable to the Limited Partner
 - vii. Receive 8609s by September 1 of the year after the first year of the credit period for the last building placed in service;

OR

- (C) Upon an Event of Bankruptcy with respect to the General Partner or the Guarantor prior to the completion date.

The repurchase price will be 110% of capital contributions made to date plus interest at the Prime Rate plus 2%, plus the costs and expenses incurred (including

reasonable attorneys' fees incurred to enforce these provisions) less the credits allocated to the Limited Partner not subject to recapture.

- f) Indemnify the Partnership and the Limited Partner for any income tax liability on an after-tax basis or costs to remove liens realized by the Partnership or the Limited Partner in any taxable year attributable to any taxable grant not approved by the Limited Partner. This indemnification is a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the insolvency, bankruptcy, removal, or withdrawal of the General Partner.
- g) Indemnify and hold harmless the Partnership and the Limited Partner from any loss incurred due to the General Partner's gross negligence, fraud, willful misconduct, malfeasance, material breach of any representation, warranty, covenant, or agreement, or environmental violations. This indemnification is a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the insolvency, bankruptcy, removal, or withdrawal of the General Partner.

2. Reserve Requirements

- a) The operating reserve (the "Operating Reserve") will be funded in the total amount of at least 6 months of operating expenses, reserve contributions, and debt service plus the amount necessary to maintain the Coverage Ratio through the compliance period, and is currently scheduled to be \$774,730. After the Project has achieved the Stabilization Date and Loan Conversion, the General Partner will be permitted to use the Operating Reserve prior to making operating deficit contributions to the extent the Operating Reserve has been funded as of the date of the deficit.

Upon termination and winding up of the Partnership, subject to the provisions of the Partnership Agreement, the balance in the Operating Reserve shall be used to pay any tax (including exit and transfer taxes) imposed on the Partnership, the Limited Partner and its partners as a result of the sale of the Partnership Property and winding up of the Partnership or for other uses approved by the Limited Partner. Paying off Sponsor notes is an eligible use of these funds.

With respect to the Operating Reserve scheduled to be funded from capital subsequent to the operating deficit guarantee period, the Limited Partner shall not unreasonably withhold funding of the reserves on or prior to the scheduled date in an amount necessary to fund operating deficits, provided that:

- i. The Limited Partner would approve release of these amounts from the funded Operating Reserve under the terms of the Partnership Agreement, and
- ii. Funding early will not otherwise adversely affect the Limited Partner. If loss of credits or recapture costs are anticipated, then the Limited Partner may withhold funding of the Operating Reserve to effectively fund the adjuster. If the IRR to the investor would drop due to early funding of the Operating Reserve, then at the request of the Limited Partner, the General Partner shall undertake reasonable steps to maintain the projected IRR.

- b) The lease-up reserve (“Lease-Up Reserve”) must be budgeted in the amount needed to cover the projected deficits prior to the Stabilization Date. Borrowing authority under construction period loans may be used as a source. After the Stabilization Date, unused funded Lease-Up Reserve will reimburse development advances or reduce deferred Development Fee or partner or other loans (with the approval of the Limited Partner) with any remaining balance deposited into the Operating Reserve.
- c) The replacement reserve (the “Replacement Reserve”) will be funded from operations in the amount of \$300 per unit per year, increasing 3% annually. For rehabilitation projects, the physical needs over time analysis may indicate that a higher annual contribution is required.

H. Opinion of Counsel & Syndication Costs

The Limited Partner's attorneys will prepare the Partnership Agreement, review due diligence, and prepare the tax opinion. The Partnership will pay the Limited Partner's attorney fees, estimated to be \$45,000, but could be greater in the event of an extended closing schedule or extraordinary deal complexities.

The Limited Partner will require a satisfactory opinion of Partnership's counsel on certain corporate and other matters including formation of the Partnership, limited liability of the Limited Partner, no conflict between the Partnership Agreement and other binding contracts, no litigation, etc. The General Partner and the Partnership's counsel will prepare all other necessary documents, collect due diligence, legal opinions, and perform other work necessary to complete the transaction.

The Partnership will pay the costs, estimated to be \$30,000, of construction plan review and inspections as commissioned by the Limited Partner.

I. Reporting

The Partnership will deliver to the Limited Partner:

- a) Construction progress reports
- b) monthly lease-up report within 15 days after each month
- c) The Partnership will be required to prepare quarterly and annual reports in form and substance satisfactory to investor as set forth in the Partnership Agreement.
- d) annual draft audited financial statements and draft tax returns not later than 45 days after the end of each year and final audited financial statements and final tax returns not later than 60 days after the end of each year. The audit and tax return must be prepared by a certified public accountant approved by Enterprise. Late delivery of annual audited financial statements or tax returns obligates the General Partner to pay to the Limited Partner the sum of \$50 dollars per day for the first 30 days such audit or tax return is late, and \$100 per day thereafter

J. Additional Requirements

In addition to the conditions set forth above, any investment by the Limited Partner is contingent upon availability of capital at the time of closing and upon review and approval by Enterprise's Investment Committee, in its sole and absolute discretion, of all of the following:

- Market demand, Rent, and Operating Expenses
- Management Agent and Management Plan
- Phase I Environmental Assessment including radon, lead paint and asbestos reports, as applicable
- Commitments and documents from all other sources of financing
- Legal or other opinions, including an opinion on the waiver for the 10-year chain of title requirement for acquisition credits
- Any other items material to the underwriting of the Project
- Partnership Agreement
- Investor approval
- If the project is utilizing 4% tax credits, an award of tax exempt bond authority from the relevant agency, a bond inducement resolution issued, and evidence that the project qualifies for Federal Housing Credits in the amount of the Federal Housing Credit allocation because 50% or more of the project is financed with tax exempt bonds subject to the volume cap, as provided in Section 42(h)(4)(B) of the Code

Enterprise may waive any of the conditions to closing set forth in this letter. The waiver of any condition does not constitute a waiver of any remaining conditions.

The Sponsor acknowledges that this letter of interest is proprietary and confidential and may not be shared with competing investors or any other developer. Upon execution of this letter, Enterprise will commence its underwriting and due diligence review and will have its outside counsel commence the preparation of the transaction documents. The Sponsor agrees that Enterprise will have an exclusive right to syndicate the credits for this Project which will terminate if the Limited Partner has not been admitted to the Partnership within 90 days after the projected closing date. Enterprise reserves the right to terminate this letter if the Limited Partner has not been admitted to the Partnership within 90 days after the projected closing date. Further, or to the extent there is tax or regulatory reform prior to closing, terms are subject to renegotiation.

This letter of interest will expire if the counter-signed copy is not received by Enterprise by the 11th day after the date of this letter. Please remit one fully executed copy right away. We look forward to working with you!

Sincerely,
ENTERPRISE HOUSING CREDIT
INVESTMENTS



Bryan Hollander, Vice President

Agreed and accepted:

By:

Title:

PROJECT ASSUMPTIONS

The terms and conditions are based on the following assumptions, which may be adjusted prior to closing:

1. Market rents as established by the Enterprise market analyst are at least 10% above the scheduled unsubsidized rents and at least equal to the rental subsidy contract rents.
2. Total vacancy loss (physical vacancy plus loss to lease and bad debt) rate of 5%.
3. Annual operating expenses of \$5,664 per unit net of Replacement Reserves and Investor Services Fee.
4. Should the Project not break even, the property management fee paid to parties related to the General Partner or Guarantor will be deferred and collected from cash flow.
5. Enterprise assumes that the rate for the permanent mortgage will be locked at closing using a fixed-rate construction-permanent product or a forward commitment which encompasses the projected construction, leasing, and stabilization period with a cushion. Swaps are not acceptable. Debt service covenants which would put the project into default as long as payments are being made are generally unacceptable.
6. The Project contractor will provide a 15% letter of credit or 100% payment and performance bond. Retainage will be 10% through completion unless limited by state law.
7. Construction will begin by 11/1/2022 and will be complete by 2/1/2024. Liquidated damages for delayed delivery will be built into the General Contract according to the following minimum standards:
 - Contracts up to \$5MM: \$500 per day
 - Contracts over \$5MM up to \$10MM: \$1,000 per day
 - Contracts over \$10MM up to \$15MM: \$1,500 per day
 - Contracts over \$15MM: \$2,000 per day
8. For projects in Uniform Building Code zones 3 or 4, a seismic survey will be required. Enterprise will not invest in projects with a Scenario Expected Loss ratio (SEL) above 40% post completion. Until such time as the SEL is below 20%, then earthquake insurance sufficient to cover replacement with a deductible of no more than 5% of insured value will be required.

9. Depreciation according to the following base election schedule, but with special allocations as specified in the projections (including depreciating soft costs pro-rata according to the useful lives of the hard costs):

Depreciation Assumptions

Is FP GP a For-Profit Subsidiary of a Non-Profit?	No	
Will a 168 (h) (6) Election be made?	No	
Is there a Commercial Depreciation Override?	No	
Will there be a Building by Building Override?	No	
Will there be Soft Cost Allocation?	Yes	
Depreciable Life of Building	30.0	Years
Depreciable Life of Furniture, Fixtures, Equipment	5	Years
Depreciable Life of Site Work	15	Years
Will there be Bonus Depreciation?	Yes	

Assumptions Affecting CF Calculations

Is the property manager an affiliate of the GP?	Yes
Percent of LP net cash flow to be distributed	100%

10. The financing and tax structure will be approved by our tax attorney:

Project Loan Information:

Important:
Enter Loans in Lien Priority at Sale
Lender Name

Financing Source
Loan Amount: 131,042
Interest Rate: 61%
Mortgage Insurance Premium
Fixed or Variable
Term (Years):
Amortization
Loan Type
Loan Repayment Type
Loan First Payment Date:
No. of Months in First Year:
Monthly Payment
Annual Payment:
MIP Payment (1st Year):
Non-Recourse Loan?
Related Party Loan?
New or Assumed Seller Debt?
Loan Restrictions
HUD Deal/Conversion Required

Notes:	LOAN 1	LOAN 2	LOAN 3	LOAN 4	LOAN 5
	Bellwether	Deferred Developer Fee	Seller Note		
1.149	Bank/Conventional	Other	Other		
131,042	15,725,000	1,138,700	1,092,355		
61%	4.05%	8.00%	8.00%		
	0.25%				
	Fixed	Fixed	Fixed	Fixed	Fixed
	40	15	50		
	40	15	50		
	Conventional Must pay	Deferred Develop. Fee	Contingent		
	Fully Amortizing	Cash Flow Contingent	Cash Flow Contingent		
	4/1/2024	12/1/2023	11/1/2022	4/1/2024	4/1/2024
	9	1	2	9	9
	66,211	0	0	0	0
	794,528	0	0	0	0
	39,313	0	0	0	0
	Non-Recourse	Recourse	Non-Recourse	Non-Recourse	Non-Recourse
	Non-Related Party	Related Party	Non-Related Party	Non-Related Party	Non-Related Party
	<input type="checkbox"/>				

¹ Bellwether Enterprise Real Estate Capital, LLC

CASH FLOW CONTINGENT LOAN OPTIONS (DO NOT COMPLETE CELLS BELOW FOR LOANS THAT ARE "MUST-PAY")

Percent of Cash Flow Available:	100.00%	75.00%	100.00%	100.00%	100.00%
Interest Rate Paid (if different)	4.05%	8.00%	8.00%	0.00%	0.00%
Interest-Only or P&I	P&I	P&I	P&I	P&I	P&I
Compound Interest-See Eff. Int. Calc. for Simple Int.	Compound	Compound	Compound	Compound	Compound
Fixed Payment:					
Accrued Interest During Construction:					
Comments:					
Loan Maturity Due Date	3/31/2064	11/30/2038	10/31/2072		

Construction Loan Information

	Bonds/Construction Loan #1 <input checked="" type="checkbox"/>	Construction Loan #2 <input type="checkbox"/>	Construction Loan #3 <input type="checkbox"/>	Cash Flow Priority
Lender Name:	221d4 as collateral	direct 22d4 proceeds	Bridge Loan	1 Loan 1 - Bellwether
Loan Amount:	51.2% 12,000,000	3,725,000	5,000,000	2 Investor Services Fee
Interest Rate:	4.05%	4.05%	6.25%	3 Loan 2 - Deferred Developer Fee
Rate is based on: (Libor + X bps, etc.)	Locked at closing	Locked at closing		4 Partnership Administration Fee
Term (Months)	24	24	24	5 Loan 3 - Seller Note
Construction Loan Payoff Date (per draw schedule)				6 Gross Income Allocation to GP
Maturity Date (per loan documents)				7
Allowable Extensions (in months)				8
				9
				10
				11
Lender Name:	TE Bond - collateralized		Cash Paid EAN	12
Loan Amount:	12,000,000		0	13
Interest Rate:	1.00%			14
Term				15

Other Sources	Financing Source	Amount
General Partner		100
GIC Income		0