
2020 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 12, 2020**

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 Development Authority
601 South Belvidere Street
Richmond, Virginia 23220-6500

INSTRUCTIONS FOR THE VIRGINIA 2020 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 12, 2020**. 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:

VHDA only accepts files via our work center sites on Procorem. Contact TaxCreditApps@vhda.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 VHDA LIHTC Allocation Department staff.

Disclaimer:

VHDA 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 VHDA.

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 VHDA LIHTC Allocation Department. Please note that we cannot release the copy protection password.

VHDA LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@vhda.com	(804) 343-5725
Sheila Stone	sheila.stone@vhda.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@vhda.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@vhda.com	(804) 343-5514
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2020 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 VHDA's point system of ranking applications, and may assist VHDA 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 checked="" 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 type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input 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 checked="" type="checkbox"/> | Tab H: Attorney's Opinion (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | The following documents need not be submitted unless requested by VHDA: |
| | -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 checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input checked="" type="checkbox"/> | K.2 Location Map |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter |
| <input checked="" type="checkbox"/> | Tab N: Homeownership Plan |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input checked="" type="checkbox"/> | Tab P: Developer Experience documentation and Partnership agreements |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected) |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2020

1. Development Name: Oak Terrace

2. Address (line 1): 1140 Portsmouth Blvd

Address (line 2):

City: Suffolk State: VA Zip: 23434

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 Suffolk City

5. The site overlaps one or more jurisdictional boundaries..... FALSE If true, what other City/County is the site located in besides response to #4?.....

6. Development is located in the census tract of: 755.01

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

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

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

10. Development is located in a Revitalization Area designated by resolution 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..... Table with 3 columns: 3%, 10%, 12% and 3 rows: FALSE, FALSE, FALSE

Enter only Numeric Values below:

13. Congressional District: 3 Planning District: 23 State Senate District: 18 State House District: 77

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

Oak Terrace will be a garden style apartment community of 120 units targeted for the general population built to Earthcraft Gold standards. The development is a mix of two and three bedroom units.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/11/2020

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: Patrick Roberts
 Chief Executive Officer's Title: City Manager Phone: (757) 514-4012
 Street Address: P.O. Box 1858
 City: Suffolk State: VA Zip: 23439

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Scott Mills, Deputy City Manager

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

Chief Executive Officer's Name:
 Chief Executive Officer's Title:
 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:

Tidewater MSA 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)

2. **Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2019.

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, 2019, 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 2019 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:**

New Construction

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

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

FALSE

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

FALSE

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. (25, 35 or 45 pts)

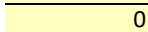
Name of companion development: 


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

FALSE

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?  0

Total Units within 4% Tax Exempt allocation Request?  0

Total Units:  0

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

6. **Extended Use Restriction**

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

Must Select One:  30

Definition of selection:

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

C. OWNERSHIP INFORMATION

NOTE: VHDA 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 VHDA 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: Oak Terrace LLC

Developer Name: South Creek Development, LLC

Contact: M/M Mr. First: Charles MI: S Last: Heritage

Address: 7204 W. Friendly Ave, Suite C

City: Greensboro St. NC Zip: 27410

Phone: (336) 669-3587 Ext. Fax:

Email address: charlie@southcreekdevelopment.com

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

Select type of entity: Limited Liability Company Formation State: VA

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

Andrew Schryver, andy@southcreekdevelopment.com, (843) 437-8470

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>Oak Terrace MM LLC</u>	<u>(336) 669-3587</u>	<u>Manager</u>	<u>100.000%</u>	
<u>Generation Housing Development, LLC (GHD)</u>	<u>(512) 971-9127</u>	<u>Member</u>	<u>26.000%</u>	
<u>Adrian Iglesias, President of GHD</u>	<u>(512) 971-9127</u>	<u>Manager</u>	<u>0.000%</u>	<i>needs</i>
<u>South Creek Investments, LLC</u>	<u>(336) 669-3587</u>	<u>Member</u>	<u>64.000%</u>	
<u>Commonwealth Catholic Charities (CCC)</u>	<u>(804) 285-5900</u>	<u>Member</u>	<u>10.000%</u>	
<u>Jay Brown, CEO of CCC</u>	<u>(804) 285-5900</u>		<u>0.000%</u>	<i>needs</i>
<u>See attached Principals</u>			<u>0.000%</u>	<i>needs</i>

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

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

Oak Terrace

<u>Principals</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Oak Terrace MM LLC	(336) 669-3587	Manager	100%
Generation Housing Development, LLC	(512) 971-9127	Manager	26%
South Creek Investments, LLC	(336) 669-3587	Manager	64%
Commonwealth Catholic Charities	(804) 285-5900	Member	10%
Generation Housing Development, LLC	(512) 971-9127	Member	
Adrian Iglesias	(512) 971-9127	Manager	100%
South Creek Investments, LLC	(336) 669-3587	Member	
South Creek Ventures, LLC	(336) 669-3587	Manager	20%
South Creek SC, LLC	(843) 437-8470	Manager	5%
Hill Tide Housing Investments, LLC	(727) 244-2440	Manager	75%
Commonwealth Catholic Charities (CCC)	(804) 285-5900	Member	
Jay Brown, CEO of CCC	(804) 285-5900		0%
South Creek Ventures, LLC	(336) 669-3587	Member	
Charles Heritage	(336) 669-3587	Manager	100%
South Creek SC, LLC	(843) 437-8470	Member	
Andrew Schryver	(843) 437-8470	Manager	100%
Hill Tide Housing Investments, LLC	(727) 244-2440	Member	
Hill Tide Ventures, LLC	(727) 244-2440	Manager	100%
Hill Tide Ventures, LLC	(727) 244-2440	Member	
Daniel Winters	(727) 244-2440	Manager	50%
Robert Long	(727) 424-0386	Manager	50%

C. OWNERSHIP INFORMATION

- 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**)

3. Developer Experience: Provide evidence that the principal or principals of the controlling general partner or managing member for the proposed development have developed:

- a. as a controlling general partner or managing member, (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. **FALSE**

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

- b. at least three deals as principal and have at \$500,000 in liquid assets..... **TRUE**

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

- 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). **FALSE**

Action: Must provide copies of 8609s and partnership agreements (**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 VHDA 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: 12/15/2020

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 VHDA. See QAP for further details.

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/15/2020 .

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: Heritage Acres X Suffolk, A Virginia Limited Partnership

Address: 111 W. Virginia Ave

City: Vinton St.: VA Zip: 24179

Contact Person: C. Richard Cranwell Phone: (540) 344-1000

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

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

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

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

2020 Low-Income Housing Tax Credit Application For Reservation

E. DEVELOPMENT TEAM INFORMATION

Provide Email address for each completed team member

Complete the following as applicable to your development team. Provide Contact and Firm Name.

- | | | | |
|--|---|---------------------------|----------------|
| 1. Tax Attorney: | Allison Domson | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | Williams Mullen | | |
| Address: | 200 South 10th Street, Suite 1600, Richmond, VA 23219 | | |
| Email: | adomson@williamsmullen.com | Phone: | (804) 420-6915 |
| 2. Tax Accountant: | Nathan Vickers | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | Tidwell Group | | |
| Address: | 2001 Park Place, Suite 900 | | |
| Email: | nathan.vickers@tidwellgroup.com | Phone: | (205) 822-1010 |
| 3. Consultant: | Ryne Johnson | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | Astoria, LLC | Role: | Consultant |
| Address: | 3450 Lady Marian Ct, Midlothian, VA 23113 | | |
| Email: | rynejohnson@astoriallc.com | Phone: | (804) 320-0585 |
| 4. Management Entity: | Rick Allen | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | Partnership Property Management | | |
| Address: | P.O. Box 26405, Greensboro, NC 27404 | | |
| Email: | Rallen@partnershippm.com | Phone: | (336) 544-2300 |
| 5. Contractor: | TBD | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | | | |
| Address: | | | |
| Email: | | Phone: | |
| <i>Provide Email address for completed team member</i> | | | |
| 6. Architect: | Jackie Martin | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | Martin Riley Associates - Architects, PC | | |
| Address: | 215 Church St, Decatur, GA 30030 | | |
| Email: | martin@martinriley.com | Phone: | (404) 373-2800 |
| 7. Real Estate Attorney: | Allison Domson | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | Williams Mullen | | |
| Address: | 200 South 10th Street, Suite 1600, Richmond, VA 23219 | | |
| Email: | adomson@williamsmullen.com | Phone: | (804) 420-6915 |
| 8. Mortgage Banker: | | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | | | |
| Address: | | | |
| Email: | | Phone: | |
| 9. Other: | | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | | Role: | |
| Address: | | | |
| Email: | | Phone: | |

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... FALSE
If no credits are being requested for existing buildings acquired for the development, skip this tab.
- b. This development has received a previous allocation of credits..... FALSE
 If so, in what year did this development receive credits?
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... 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 VHDA 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 VHDA prior to the application submission deadline..... FALSE

2. Ten-Year Rule For Acquisition Credits

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ \$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... FALSE
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE
 - i. Subsection (I)..... FALSE
 - ii. Subsection (II)..... FALSE
 - iii. Subsection (III)..... FALSE
 - iv. Subsection (IV)..... FALSE
 - v. Subsection (V)..... FALSE
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... FALSE
- d. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. Rehabilitation Credit Information

- a. Credits are being requested for rehabilitation expenditures..... **FALSE**
If no credits are being requested for rehabilitation expenditures, go on to Part 4
- b. Minimum Expenditure Requirements
 - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **FALSE**
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
 - iv. There are different circumstances for different buildings..... **FALSE**
Action: (If True, provide an explanation for each building in Tab K)

4. Request For Exception

- a. The proposed new construction development (including adaptive reuse and rehabilitation that creates additional rental space) is subject to an assessment of up to minus 20 points for being located in a pool identified by the Authority as a pool with little or no increase in rent burdened population..... **FALSE**
- b. Applicant seeks an exception to this restriction in accordance with one of the following provisions under 13VAC10-180-60:
 - i. Proposed development is specialized housing designed to meet special needs that cannot readily be addressed utilizing existing residential structures..... **FALSE**
 - ii. Proposed development is designed to serve as a replacement for housing being demolished through redevelopment..... **FALSE**
 - iii. Proposed development is housing that is an integral part of a neighborhood revitalization project sponsored by a local housing authority..... **FALSE**

Action: If any of 4(b) responses are true, provide documentation at Tab U.

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..... TRUE (If false, go on to part III.)

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..... TRUE

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: Owner

Name: (Please fit NP name within available space)

Contact Person:

Street Address:

City: State: Zip:

Phone: Extension: 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:

10.0%

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

A. TRUE

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

Action: Provide Option or Right of First Refusal in Recordable Form **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit:

Commonwealth Catholic Charities

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.

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

NOTE: Applicant waives 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	288
Total number of rental units in development	120	bedrooms	288
Number of low-income rental units	120	bedrooms	288
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	120	bedrooms	288
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		155,846.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		22,855.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		132,991.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		100.00%	
i. Exact area of site in acres	12.820		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If True, Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	1058.26	SF	72	72
3BR Garden	1183.26	SF	48	48
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			120	120

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

3. Structures

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

H. STRUCTURE AND UNITS INFORMATION

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

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

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 ▶ Brick

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community room included in the above amenities

m. Number of Proposed Parking Spaces..... 240
 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. TRUE
 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 structureNotes 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 VHDA'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:

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

Project Wide Capture Rate - LIHTC Units	8.80%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	8.80%
Project Wide Absorption Period (Months)	13-16 Months

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 options selected below.

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided.
- 85.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the 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. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- TRUE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- TRUE 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
- TRUE 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
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE o. All interior doors within units are solid core.
- TRUE 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.
- TRUE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear

J. ENHANCEMENTS

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

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

- 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.

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

If not, please explain:

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

2020 Low-Income Housing Tax Credit Application For Reservation

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?..... | <u>FALSE</u> | Sewer?..... | <u>FALSE</u> |
| Cooking? | <u>FALSE</u> | Trash Removal? | <u>TRUE</u> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	16	19	0
Air Conditioning	0	0	8	9	0
Cooking	0	0	7	8	0
Lighting	0	0	26	31	0
Hot Water	0	0	15	18	0
Water	0	0	46	57	0
Sewer	0	0	46	62	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$164	\$204	\$0

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

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

Warning: The VHDA housing choice voucher program utility schedule shown on VHDA.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)

TRUE

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.

(60 points)

FALSE

b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) 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 (30 points)

FALSE

c. Any development in which 5% 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 this application for credits. (15 points)

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



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

K. SPECIAL HOUSING NEEDS

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**)

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

(If **True**, VHDA 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: Yes

Organization which holds waiting list: Suffolk Redevelopment & Housing Authority

Contact person: Tracey C. Snipes

Title: Executive Director/ CEO

Phone Number (757) 539-2100

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

b. Leasing preference will be given to individuals and families with children..... TRUE

(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: 48

% of total Low Income Units 40%

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

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
- TRUE** Section 8 Project Based Assistance
- FALSE** RD 515 Rental Assistance
- FALSE** Section 8 Vouchers
- FALSE** State Assistance
- 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? _____

d. Number of units receiving assistance:	12
How many years in rental assistance contract?	15.00
Expiration date of contract:	12/1/2035
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%
12	10.00%	30% Area Median	360%
0	0.00%	40% Area Median	0%
48	40.00%	50% Area Median	2400%
6	5.00%	60% Area Median	360%
24	20.00%	70% Area Median	1680%
30	25.00%	80% Area Median	2400%
0	0.00%	Market Units	
120	100.00%	Total	60.00%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
12	10.00%	30% Area Median	360%
0	0.00%	40% Area Median	0%
48	40.00%	50% Area Median	2400%
6	5.00%	60% Area Median	360%
24	20.00%	70% Area Median	1680%
30	25.00%	80% Area Median	2400%
0	0.00%	Market Units	
120	100.00%	Total	60.00%

b. The development plans to utilize average income..... TRUE
 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.

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	30% AMI	8	2	975.00	\$371.00	\$2,968
Mix 2	2 BR - 2 Bath	50% AMI	26	2	975.00	\$728.00	\$18,928
Mix 3	2 BR - 2 Bath	60% AMI	2	2	975.00	\$907.00	\$1,814
Mix 4	2 BR - 2 Bath	70% AMI	16	2	975.00	\$1,085.00	\$17,360
Mix 5	2 BR - 2 Bath	80% AMI	20		975.00	\$1,100.00	\$22,000
Mix 6	3 BR - 2 Bath	30% AMI	4	1	1100.00	\$414.00	\$1,656
Mix 7	3 BR - 2 Bath	50% AMI	22	1	1100.00	\$827.00	\$18,194
Mix 8	3 BR - 2 Bath	60% AMI	4	1	1100.00	\$1,031.00	\$4,124
Mix 9	3 BR - 2 Bath	70% AMI	8	1	1100.00	\$1,170.00	\$9,360
Mix 10	3 BR - 2 Bath	80% AMI	10		1100.00	\$1,210.00	\$12,100
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0

L. UNIT DETAILS

Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
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Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
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Mix 42							\$0
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Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0
Mix 68							\$0

L. UNIT DETAILS

Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
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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	12			\$108,504

Total Units	120	Net Rentable SF:	TC Units	123,000.00
			MKT Units	0.00
			Total NR SF:	123,000.00

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$9,200
2. Office Salaries			\$10,000
3. Office Supplies			\$8,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$64,800
<u>5.18%</u> of EGI	<u>\$540.00</u>	Per Unit	
6. Manager Salaries			\$45,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$2,000
9. Auditing			\$6,000
10. Bookkeeping/Accounting Fees			\$10,000
11. Telephone & Answering Service			\$6,000
12. Tax Credit Monitoring Fee			\$1,680
13. Miscellaneous Administrative			\$39,000
Total Administrative			\$201,680

Utilities

14. Fuel Oil			\$0
15. Electricity			\$25,000
16. Water			\$20,000
17. Gas			\$0
18. Sewer			\$20,000
Total Utility			\$65,000

Operating:

19. Janitor/Cleaning Payroll			\$10,000
20. Janitor/Cleaning Supplies			\$15,000
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,000
23. Trash Removal			\$10,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$20,000
28. Maintenance/Repairs Payroll			\$40,000
29. Repairs/Material			\$30,000
30. Repairs Contract			\$0
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$15,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$4,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$3,000
37. Miscellaneous			\$23,520
Totals Operating & Maintenance			\$172,520

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$66,000
39. Payroll Taxes	\$3,000
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$45,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$3,000
44. Health Insurance & Employee Benefits	\$3,000
45. Other Insurance	\$0
Total Taxes & Insurance	\$120,000

Total Operating Expense **\$559,200**

Total Operating Expenses Per Unit \$4,660 **C. Total Operating Expenses as % of EGI** 44.71%

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

Total Expenses	\$595,200
-----------------------	------------------

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

2020 Low-Income Housing Tax Credit Application For Reservation

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	2/17/2020	Charlie Heritage
b. Site Acquisition	12/1/2020	Charlie Heritage
c. Zoning Approval	N/A	
d. Site Plan Approval	11/15/2020	Charlie Heritage
2. Financing		
a. Construction Loan		
i. Loan Application	6/1/2020	Charlie Heritage
ii. Conditional Commitment	7/1/2020	Charlie Heritage
iii. Firm Commitment	8/1/2020	Charlie Heritage
b. Permanent Loan - First Lien		
i. Loan Application	6/1/2020	Charlie Heritage
ii. Conditional Commitment	7/1/2020	Charlie Heritage
iii. Firm Commitment	8/1/2020	Charlie Heritage
c. Permanent Loan-Second Lien		
i. Loan Application	N/A	
ii. Conditional Commitment	N/A	
iii. Firm Commitment	N/A	
d. Other Loans & Grants		
i. Type & Source, List	N/A	
ii. Application	N/A	
iii. Award/Commitment	N/A	
2. Formation of Owner	2/19/2020	Charlie Heritage
3. IRS Approval of Nonprofit Status	N/A	Charlie Heritage
4. Closing and Transfer of Property to Owner	12/1/2020	Charlie Heritage
5. Plans and Specifications, Working Drawings	7/1/2020	Jackie Martin
6. Building Permit Issued by Local Government	11/15/2020	Charlie Heritage
7. Start Construction	12/15/2020	Charlie Heritage
8. Begin Lease-up	12/15/2021	Charlie Heritage
9. Complete Construction	2/1/2022	Charlie Heritage
10. Complete Lease-Up	7/1/2022	Charlie Heritage
11. Credit Placed in Service Date	2/1/2022	Charlie Heritage

2020 Low-Income Housing Tax Credit Application For Reservation

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	11,281,620	0	0	11,281,620
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	11,281,620	0	0	11,281,620
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	2,100,000	0	0	2,100,000
p. Other Site work	0	0	0	0
Total Land Improvements	2,100,000	0	0	2,100,000
Total Structure and Land	13,381,620	0	0	13,381,620
q. General Requirements	759,600	0	0	759,600
r. Builder's Overhead (1.9% Contract)	253,200	0	0	253,200
s. Builder's Profit (5.7% Contract)	759,600	0	0	759,600
t. Bonds	108,243	0	0	108,243
u. Building Permits	50,000	0	0	50,000
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1:	0	0	0	0
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
Contractor Costs	\$15,312,263	\$0	\$0	\$15,312,263

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$2,667 /Unit)	320,000	0	0	320,000
c. Architecture Supervision Fee \$333 /Unit)	40,000	0	0	40,000
d. Tap Fees	1,116,000	0	0	1,116,000
e. Environmental	4,000	0	0	4,000
f. Soil Borings	10,000	0	0	10,000
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	0	35,000
h. Appraisal	3,500	0	0	3,500
i. Market Study	5,200	0	0	5,200
j. Site Engineering / Survey	140,000	0	0	140,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	170,000	0	0	85,000
n. Construction Interest (4.5% for 24 months)	650,000	0	0	487,500
o. Taxes During Construction	10,000	0	0	0
p. Insurance During Construction	57,456	0	0	57,456
q. Permanent Loan Fee (1.0%)	107,000	0	0	0
r. Other Permanent Loan Fees	15,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	5,000	0	0	0
v. Title and Recording	70,000	0	0	0
w. Legal Fees for Closing	135,000	0	0	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	94,450			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	35,000	0	0	35,000
ab. Organization Costs	3,000	0	0	0
ac. Operating Reserve	581,861	0	0	0
ad. Contingency	36,368	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Rent Up Reserve and Exp	72,000	0	0	0
(2) Other* specify: 3rd Party Testing and Moni	45,000	0	0	45,000
(3) Other* specify:		0	0	0
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$3,760,835	\$0	\$0	\$2,383,656
Subtotal 1 + 2 (Owner + Contractor Costs)	\$19,073,098	\$0	\$0	\$17,695,919
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	2,100,000	0	0	2,100,000
4. Owner's Acquisition Costs				
Land	2,100,000			
Existing Improvements	0	0		
Subtotal 4:	\$2,100,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$23,273,098	\$0	\$0	\$19,795,919

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$2,123,848

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

\$136 **Meets Limits**
\$218

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	23,273,098	0	0	19,795,919

2. Reductions in Eligible Basis

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

3. Total Eligible Basis (1 - 2 above)

0	0	19,795,919
---	---	------------

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	5,938,776
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	0	25,734,695

5. Applicable Fraction

100.00000%	100.00000%	100.00000%
------------	------------	------------

6. Total Qualified Basis

(Eligible Basis x Applicable Fraction)

0	0	25,734,695
---	---	------------

7. Applicable Percentage

(Beginning with 2016 Allocations, use the standard 9% rate.)
(For tax exempt bonds, use the most recently published rates.)

0.00%	9.00%	9.00%
-------	-------	-------

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)

\$0	\$0	\$2,316,123
-----	-----	-------------

\$2,316,123 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. TBD			\$17,000,000	
2.				
3.				
Total Construction Funding:			\$17,000,000	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. TBD			\$10,700,000	\$568,523	4.00%	35.00	18.00
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$10,700,000	\$568,523			

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

a.	Tax Exempt Bonds	\$0
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: N/A

7. Some of the development's financing has credit enhancements..... FALSE
If **True**, list which financing and describe the credit enhancement:

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

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

b. TRUE **New** project based subsidy from HUD or Rural Development 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

2020 Low-Income Housing Tax Credit Application For Reservation

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	\$291,098 (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 \$291,098

2. Equity Gap Calculation

a. Total Development Cost	\$23,273,098
b. Total of Permanent Funding, Grants and Equity	- \$10,991,098
c. Equity Gap	\$12,282,000
d. Developer Equity	- \$1,224
e. Equity gap to be funded with low-income tax credit proceeds	\$12,280,776

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator: TBD

Contact Person: Phone:

Street Address:

City: ▶ State: Zip:

b. Syndication Equity

i. Anticipated Annual Credits	\$1,335,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.920
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,334,867
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$12,280,776

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$12,280,776

5. Net Equity Factor

Must be equal to or greater than 85% 92.0000314638%

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 VHDA to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, VHDA at all times retains the right to substitute such information and assumptions as are determined by VHDA 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 VHDA for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		\$23,273,098
2. Less Total of Permanent Funding, Grants and Equity	-	\$10,991,098
3. Equals Equity Gap		\$12,282,000
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		92.0000314638%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$13,349,995
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$1,335,000
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$2,316,123
8. Requested Credit Amount	For 30% PV Credit:	\$0
	For 70% PV Credit:	\$1,335,000
Credit per LI Units	\$11,125.0000	
Credit per LI Bedroom	\$4,635.4167	
	Combined 30% & 70% PV Credit Requested	\$1,335,000

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		\$108,504
Plus Other Income Source (list):	Laundry and Misc Fees	\$1,800
Equals Total Monthly Income:		\$110,304
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,323,648
Less Vacancy Allowance	7.0%	\$92,655
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,230,993

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):	PBV rent overhang	\$1,764
Equals Total Monthly Income:		\$1,764
Twelve Months		x12
Equals Annual Gross Potential Income		\$21,168
Less Vacancy Allowance	7.0%	\$1,482
Equals Annual Effective Gross Income (EGI) - Market Rate Units		\$19,686

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$1,230,993
b. Annual EGI Market Units	\$19,686
c. Total Effective Gross Income	\$1,250,679
d. Total Expenses	\$595,200
e. Net Operating Income	\$655,479
f. Total Annual Debt Service	\$568,523
g. Cash Flow Available for Distribution	\$86,956

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	1,250,679	1,275,692	1,301,206	1,327,230	1,353,775
Less Oper. Expenses	595,200	613,056	631,448	650,391	669,903
Net Income	655,479	662,636	669,759	676,839	683,872
Less Debt Service	568,523	568,523	568,523	568,523	568,523
Cash Flow	86,956	94,113	101,236	108,316	115,349
Debt Coverage Ratio	1.15	1.17	1.18	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,380,851	1,408,468	1,436,637	1,465,370	1,494,677
Less Oper. Expenses	690,000	710,700	732,021	753,982	776,601
Net Income	690,851	697,768	704,616	711,388	718,076
Less Debt Service	568,523	568,523	568,523	568,523	568,523
Cash Flow	122,328	129,245	136,093	142,865	149,553
Debt Coverage Ratio	1.22	1.23	1.24	1.25	1.26

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,524,571	1,555,062	1,586,163	1,617,886	1,650,244
Less Oper. Expenses	799,899	823,896	848,613	874,071	900,293
Net Income	724,672	731,166	737,550	743,815	749,951
Less Debt Service	568,523	568,523	568,523	568,523	568,523
Cash Flow	156,149	162,643	169,027	175,292	181,428
Debt Coverage Ratio	1.27	1.29	1.30	1.31	1.32

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 5

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

Bldg #	BIN if known	NUMBER OF		DO NOT use the CUT feature				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.		24		1140 Portsmouth Blvd		Suffolk	VA	23434				\$0				\$0	\$5,146,939	02/01/22	9.00%	\$463,225
2.		24		1140 Portsmouth Blvd		Suffolk	VA	23434				\$0				\$0	\$5,146,939	02/01/22	9.00%	\$463,225
3.		24		1140 Portsmouth Blvd		Suffolk	VA	23434				\$0				\$0	\$5,146,939	02/01/22	9.00%	\$463,225
4.		24		1140 Portsmouth Blvd		Suffolk	VA	23434				\$0				\$0	\$5,146,939	02/01/22	9.00%	\$463,225
5.		24		1140 Portsmouth Blvd		Suffolk	VA	23434				\$0				\$0	\$5,146,939	02/01/22	9.00%	\$463,225
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		120	0	Totals from all buildings				\$0				\$0				\$0	\$25,734,695			\$2,316,123

Number of BINS: 5

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 VHDA and its assigns against all losses, costs, damages, VHDA's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to VHDA'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 VHDA 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 VHDA 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 VHDA 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, VHDA 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 VHDA 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 VHDA 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 VHDA 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 waives the right to pursue a Qualified Contract on this development.
16. 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 VHDA's inability to process the application. The original or copy of this application may be retained by VHDA, 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: Oak Terrace LLC
By: Oak Terrace MM LLC, its Manager

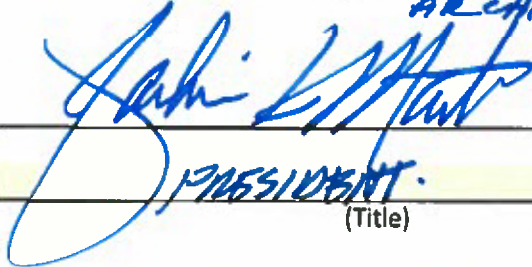
By: 
Its: Charles Heritage, Manager
(Title)

V. STATEMENT OF ARCHITECT

The architect signing this document is certifying that the development plans and specifications incorporate all VHDA 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: JACKIE L. MARTIN
Virginia License#: 7590
Architecture Firm or Company: MARTIN RILEY ASSOCIATES - ARCHITECTS, PC.

By: 
Its: PRESIDENT.
(Title)

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

2020 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			72.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y20	0, 10 or 20	20.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet VHDA's Universal Design standards	33%	Up to 15	5.00
h. Developments with less than 100 units	N	up to 20	0.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>167.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$79,300	\$57,400

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	40.00%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.00%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.00%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			<u>100.00</u>

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	Y	0 or 50	50.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	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	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by VHDA	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>50.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	106.15
b. Cost per unit		Up to 100	42.52
Total:			<u>148.67</u>

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 45	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			<u>60.00</u>

425 Point Threshold - all 9% Tax Credits
 325 Point Threshold - Tax Exempt Bonds

TOTAL SCORE: 570.17

Amenities:

	Max Pts	Score
All units have:		
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	8.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	3.00
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	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	4.00
		<u>72.00</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
		<u>0.00</u>
Total amenities:		<u><u>72.00</u></u>

X. Development Summary

Summary Information 2020 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Oak Terrace
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Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,335,000
Allocation Type: New Construction **Jurisdiction:** Suffolk City
Total Units: 120 **Population Target:** General
Total LI Units: 120
Project Gross Sq Ft: 155,846.00 **Owner Contact:** Charles Heritage
Green Certified? TRUE

Total Score 570.17

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$10,700,000	\$89,167	\$69	\$568,523

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$13,381,620	\$111,514	\$86	57.50%
General Req/Overhead/Profit	\$1,772,400	\$14,770	\$11	7.62%
Other Contract Costs	\$158,243	\$1,319	\$1	0.68%
Owner Costs	\$3,760,835	\$31,340	\$24	16.16%
Acquisition	\$2,100,000	\$17,500	\$13	9.02%
Developer Fee	\$2,100,000	\$17,500	\$13	9.02%
Total Uses	\$23,273,098	\$193,942		

Total Development Costs	
Total Improvements	\$19,073,098
Land Acquisition	\$2,100,000
Developer Fee	\$2,100,000
Total Development Costs	\$23,273,098

Income		
Gross Potential Income - LI Units		\$1,323,648
Gross Potential Income - Mkt Units		\$21,168
Subtotal		\$1,344,816
Less Vacancy %	7.00%	\$94,137
Effective Gross Income		\$1,250,679

Proposed Cost Limit/Sq Ft: \$136
Applicable Cost Limit/Sq Ft: \$218

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	72
# of 3BR	48
# of 4+ BR	0
Total Units	120

Expenses		
Category	Total	Per Unit
Administrative	\$201,680	\$1,681
Utilities	\$65,000	\$542
Operating & Maintenance	\$172,520	\$1,438
Taxes & Insurance	\$120,000	\$1,000
Total Operating Expenses	\$559,200	\$4,660
Replacement Reserves	\$36,000	\$300
Total Expenses	\$595,200	\$4,960

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	12	12
40% AMI	0	0
50% AMI	48	48
60% AMI	6	6
>60% AMI	54	54
Market	0	0

Cash Flow	
EGI	\$1,250,679
Total Expenses	\$595,200
Net Income	\$655,479
Debt Service	\$568,523
Debt Coverage Ratio (YR1):	1.15

Income Averaging? TRUE

Extended Use Restriction? 30

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$146.44** Credits/SF = **10.03827** Const \$/unit = **\$127,602.1917**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000
 LOCATION Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600
 TYPE OF CONSTRUCTION N C=1; ADPT=2; REHAB(35,000+)=3; REHAB (15,000-35,000)=4

11000
500
1

*REHABS LOCATED IN BELTWAY (\$15,000-\$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-(COSTS=>35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	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
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	1,058.26	1,183.26	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	72	48	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	264,390	310,658	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	264,390	310,658	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	264,390	310,658	0	0	0	0
PROJECT COST PER UNIT	0	0	154,972	173,277	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	22,200	26,085	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	22,200	26,085	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	22,200	26,085	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	10,623	11,878	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	24.83	17.69	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	62.58	43.57	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **42.52**

TOTAL CREDIT PER UNIT POINTS **106.15**

Cost 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 Cost 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 - 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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	0	264,390	310,658	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	264,390	310,658	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 BF
Standard Credit Parameter - low rise	0	0	22,200	26,085	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	22,200	26,085	0	0	0	(

Northern Virginia Beltway (Rehab costs \$15,000-\$50,000)

Cost 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 Cost 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 - 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 Cost 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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	0	264,390	310,658	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	264,390	310,658	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 BF
Standard Cost Parameter - low rise	0	0	22,200	26,085	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	22,200	26,085	0	0	0	(

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2020 Low-Income Housing Tax Credit Application For Reservation

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11000
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	GENERAL		Elderly				
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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-(COSTS>=35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS>=50,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0
PROJECT COST PER UNIT	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
COST PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
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CREDIT PARAMETER	0	0	22,200	26,085	0	0	0	0
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TOTAL COST PER UNIT POINTS **42.52**

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Cost 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 Cost 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 - 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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	0	264,390	310,658	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	264,390	310,658	0	0	0	(

Credit Parameters - General

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Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Credit Parameter	0	0	22,200	26,085	0	0	0	(

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

Cost 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 Cost 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 - 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 Cost 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

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	0	264,390	310,658	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	264,390	310,658	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 BF
Standard Cost Parameter - low rise	0	0	22,200	26,085	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	22,200	26,085	0	0	0	(

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A

Partnership or Operating Agreement

Including chart of ownership structure with percentage of
interests **(MANDATORY)**

OPERATING AGREEMENT

OF

OAK TERRACE LLC

FEBRUARY 21, 2020

Operating Agreement

This Operating Agreement, dated effective as of February 21, 2020 (the “Operating Agreement”) is made by Oak Terrace MM LLC, a Virginia limited liability company (the “Member”) the sole member of Oak Terrace LLC, a Virginia limited liability company (the “Company”), to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

Section 1 Organization and Purpose

1.01 *Formation of Company.* The Member has caused the Company to be organized as a limited liability company under the Virginia Limited Liability Company Act, Virginia Code §13.1-1000, *et seq.* (the “Act”). The Articles of Organization of the Company (the “Articles”) were filed with the Virginia State Corporation Commission and a Certificate of Organization was issued on February 19, 2020.

1.02 *Capital Contributions; Sole Member.* The Member has agreed to make the contributions to the capital of the Company set forth on Exhibit A. In exchange for such capital contributions, the Member shall receive all of the membership interests in the Company.

1.03 *Purpose.* The Company shall own, operate, lease, develop, construct and maintain that certain affordable housing development to be known as Oak Terrace located in the City of Suffolk, Virginia. Additionally, the Company may engage in any and all lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated in this Operating Agreement. The Company may also pursue any other lawful activity that is approved by the Member.

1.04 *Registered Agent.* The name and address of the registered agent of the Company for the purposes of the Act is Williams Mullen PC whose address is 200 South 10th Street, Suite 1600, Richmond, Virginia 23219. The sole duty of the registered agent shall be to forward to the Company at its principal office and place of business any notice that is served on it.

Section 2 Management

2.01 *Manager.* The business and affairs of the Company shall be managed under the direction of one or more Managers. The initial Manager shall be Oak Terrace MM LLC. Any Manager may be removed at any time, with or without cause, and a new Manager may be appointed, at the sole discretion of the Member.

2.02 *Management of the Company.*

(a) The Manager shall have the right to manage the business of the Company and to make decisions regarding the business of the Company. The Manager may delegate prescribed functions to any employee, agent, or consultant.

(b) The Manager is granted the right, power, and authority to do in the name of, and on behalf of, the Company all things that, in the Manager's sole judgment, are necessary, proper or desirable to carry out the purposes of the Company, including, but not limited to, the right, power and authority to enter into any kind of contract or activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as those activities and contracts may be lawfully carried on or performed by a limited liability company under applicable laws and regulations.

(c) All actions taken by the Manager on behalf of the Company from the date of its organization to the date of this Operating Agreement are ratified and confirmed.

2.03 *Compensation and Reimbursements.*

(a) The compensation, if any, of the Manager shall be fixed from time to time by the Member, and no Manager shall be prevented from receiving such compensation by reason of the fact that he or she is also the Member of the Company. The amount of any such management fee, or other compensation, shall be determined in accordance with the services provided by the Manager and the duties performed for the Company.

(b) The Manager shall receive reimbursement for expenses reasonably incurred in the performance of his duties. No Manager shall be prevented from receiving such reimbursement by reason of the fact that he or she is also the Member of the Company.

Section 3
Member Meetings

3.01 *Annual Meetings.* An annual meeting shall be held once per year at a location and on a date selected by the Member for the purpose of the transaction of such business as may come properly before the meeting.

3.02 *Special Meetings.* A meeting of the Member, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Manager or Member at any time.

3.03 *Notice of Meetings.* Written notice stating the place, day and hour of any meeting and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 2 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Manager calling the meeting, to the Member.

Section 4
Capital Contributions and Distributions

4.01 *Member's Capital Contributions.*

(a) *Initial Capital Contributions.* The initial capital contributions to the Company by the Member shall be as set forth on Exhibit A.

(b) *Additional Capital Contributions.* Additional Capital Contributions shall be made at such times and in such amounts as the Member shall determine in his sole discretion.

4.02 *Distributions.* Distributions shall be made by the Company to the Member at such times as the Member shall determine in his sole discretion.

4.03 *Loans to Company.* Nothing in this Operating Agreement shall prevent the Member from making secured or unsecured loans to the Company by agreement with the Company.

Section 5
Tax Matters

Tax Status. It is intended that the Company be treated as a single member entity within the meaning of Section 301.7701-2(c)(2) of the Treasury Regulations and, accordingly, disregarded as a separate entity for tax purposes, until such time as another member is admitted to the Company.

Section 6
Dissolution and Termination

6.01 *Events of Dissolution.* The Company shall be dissolved upon the occurrence of any of the following events:

(a) The determination in writing of the Member;

(b) As otherwise required by Virginia law.

6.02 *Liquidation.* Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of both of the following methods as the Manager (or if there is no Manager such person as determined by the Member) shall, in his sole discretion, determine:

(a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Member in satisfaction of his interest in the Company; and/or,

(b) Distributing the Company's assets to the Member in kind, subject to his liabilities, in satisfaction of his interest in the Company.

6.03 *Orderly Liquidation.* A reasonable time as determined by the Manager (or the person or persons carrying out the liquidation) not to exceed 18 months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

6.04 *Distributions.* Upon dissolution, the Company's assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company (including but not limited to loans made by the Member) and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Manager (or the person or persons carrying out the liquidation) deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Manager shall distribute the balance thereof in the manner provided in the following subparagraph; then

(c) Third, to the Member.

6.05 *Certificate of Cancellation.*

(a) Within a reasonable time following the completion of the liquidation of the Company, there shall be supplied to the Member a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Member shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

(b) Upon the issuance of the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act.

Section 7

Notices

7.01 *Form; Delivery.* Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required hereunder to be given to any person or entity, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail, addressed to the Company at its principal office from time to time and to any other person or entity, at his address as it appears on the records of the Company, with postage thereon prepaid. Any such notice shall be deemed to

have been given at the time it is deposited, postage prepaid, in the United States mail. Notice to a person may also be given personally or by telegram or telecopy sent to his address as it appears on the records of the Company.

7.02 *Waiver.* Whenever any notice is required to be given under the provisions of law, the Articles or this Operating Agreement, a written waiver thereof, signed by the person or persons entitled to said notice and filed with the records of the meeting, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice.

Section 8

Miscellaneous Provisions

8.01 *Bank Accounts.* The Company shall maintain such bank accounts as the Manager may determine to be appropriate from time to time.

8.02 *Books of Account and Records.* Proper and complete records and books of account shall be kept or shall be caused to be kept by the Manager in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to inspection and examination of the Member or his duly authorized representatives during reasonable business hours.

8.03 *Application of Virginia Law.* This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

8.04 *Amendments.* Any amendment to this Operating Agreement may be adopted by the Member. An amendment shall become effective at such time as it has been adopted by the Member.

8.05 *Construction.* Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

8.06 *Headings.* The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

8.07 *Waivers.* The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8.08 *Rights and Remedies Cumulative.* The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

8.09 *Severability.* If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.10 *Heirs, Successors and Assigns.* Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

8.11 *Creditors and Third-Party Beneficiaries.* None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company. The specific intent of the undersigned is that there shall be no third-party beneficiaries of this Operating Agreement.

8.12 *Counterparts.* This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

The undersigned, being the sole Member of the Company, hereby agrees, acknowledges and certifies that the foregoing Operating Agreement, including any schedules and exhibits hereto, constitutes the sole and entire Operating Agreement of Oak Terrace LLC, adopted as of the date first written above.

OAK TERRACE MM LLC,
a Virginia limited liability company

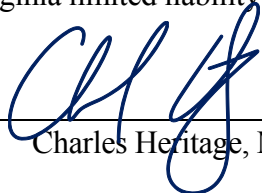
By:  _____
Charles Heritage, Manager

EXHIBIT A

TO OPERATING AGREEMENT OF OAK TERRACE LLC

**Member's Name, Address, Membership Interests
and Initial Capital Contributions**

<u>Name</u>	<u>Address</u>	<u>Membership Interest</u>	<u>Initial Capital Contributions</u>
Oak Terrace MM LLC	7204 W. Friendly Avenue Suite C Greensboro, NC 27410	100.0%	*
Total		100.0%	*

*To be determined by the accountants

42036657_1

**OPERATING AGREEMENT
OF
OAK TERRACE MM LLC**

FEBRUARY 21, 2020

**OPERATING AGREEMENT
OF
OAK TERRACE MM LLC**

THIS OPERATING AGREEMENT is made and entered into as of February 21, 2020, by SOUTH CREEK INVESTMENTS, LLC, a North Carolina limited liability company (“South Creek”), GENERATION HOUSING DEVELOPMENT LLC, a Texas limited liability company (“Generation”), and Commonwealth Catholic Charities, a Virginia nonstock corporation (“CCC”), who agree as follows:

**SECTION 1
ORGANIZATIONAL MATTERS**

1.01 Formation. The Company was formed as a Virginia limited liability company under the Act on February 21, 2020. The rights and obligations of the Members shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern and in the event of any inconsistency between any items and conditions contained in this Agreement and any mandatory provisions of the Act, the terms and conditions of the Act shall govern.

1.02 Name. The name of the Company shall be Oak Terrace MM LLC.

1.03 Principal Office. The principal office of the Company is 7204 W. Friendly Avenue, Suite C, Greensboro, North Carolina 27410, or such other place as the Managers may from time to time designate. The Company may have other offices at any place or places as may be determined by the Managers.

1.04 Purpose. The primary purpose of the Company is to acquire a membership interest in Oak Terrace LLC, a Virginia limited liability company (the “Owner”), which will acquire, rehabilitate, redevelop, improve, invest in, hold, lease, maintain, operate, and otherwise deal with a certain affordable housing project to be known as Oak Terrace located in the City of Suffolk, Virginia (the “Property”). The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated by this Agreement. The Company may also pursue any other lawful activity that is approved by the Members.

1.05 Certificate of Formation; Filings. The Company executed and filed Articles of Organization with the Virginia State Corporation Commission as required by the Act. Any Manager may execute and file any amendments to the Articles of Organization authorized by the Members from time to time in a form prescribed by the Act. Any Manager also shall cause to be made, on behalf of the Company, such additional filings and recordings as the Manager shall deem necessary or advisable.

1.06 Fictitious Business Name Statements; Qualification in Other States. Following the execution of this Agreement, fictitious business name statements and qualifications in various states may be filed and published as deemed necessary by the Manager.

1.07 Registered Office and Registered Agent. The Company shall continuously maintain a registered office and a designated and duly qualified agent for service of process on the Company in the Commonwealth of Virginia. As of the date of this Agreement, the address of the Company's registered office is 200 South 10th Street, Suite 1600, Richmond, Virginia 23219 and its registered agent is Williams Mullen PC. The registered office and registered agent may be changed from time to time by action of the Members.

1.08 Term. The Company commenced on February 21, 2020, and shall continue until terminated pursuant to this Agreement.

SECTION 2 **DEFINITIONS**

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Act" shall mean the Virginia Limited Liability Company Act, Va. Code Section 13.1-1000 et seq., as amended and in force from time to time.

(b) "Additional Member" shall mean any Person who, after the execution of this Operating Agreement, pursuant to Section 10.06, is issued a Membership Interest by the Company in exchange for a Capital Contribution.

(c) "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year or other period after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts that such Member is obligated to restore pursuant to any provision of this Agreement or is deemed obligated to restore pursuant to the next to the last sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) "Affiliate" means, with respect to any Member, Manager or employee of the Company, any Person that directly or indirectly through one or more intermediaries, controls, or

is controlled by, or is under common control with, such Member, Manager or employee and shall include any relative or spouse of such Member, Manager or employee or any relative of such Member's, Manager's or employee's spouse. As used in the foregoing sentence, the term "control" means possession, directly or indirectly, of the power to direct or cause a direction of the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(e) "Articles" shall mean the Articles of Organization of the Company as filed and amended with the State Corporation Commission of Virginia from time to time.

(f) "Capital Account" as of any given date shall mean the account calculated and maintained by the Company for each Member as specified in Section 8.

(g) "Capital Contribution" shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made.

(h) "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

(i) "Company" shall mean Oak Terrace MM LLC, a Virginia limited liability company, as set forth in the Certificate of Organization issued by the Virginia State Corporation Commission on February 21, 2020.

(j) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers.

(k) "Distribution Percentage" shall mean, with respect to a Member (or a Successor in Interest thereof), the percentage set forth as such for such Member on Schedule 1 as amended from time to time.

(l) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

(m) "Fiscal Year" shall mean the Company's fiscal year, which shall be the calendar year.

(n) “Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following times: (A) the acquisition of an additional interest in the Company following its initial capitalization by any new or existing Member in exchange for more than a de minimus Capital Contribution or in exchange for services; (B) the distribution by the Company to a Member of more than a de minimus amount of Company property as consideration for an interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (A) and (B) above shall be made only if the Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by such Member and the Managers; and

(iv) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (iv) of the definition of Profits and Losses; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent the Managers determine that an adjustment pursuant to subparagraph (ii) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (i), (ii), or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(o) “Manager” shall mean a manager as defined in the Act and as specified in Section 4.

(p) “Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member and each of the parties who may hereafter become an Additional Member or a Substitute Member pursuant to the terms hereof, so long as any such party continues to hold a Membership Interest.

(q) “Membership Interest” shall mean the percentage interest in the Company of a Member (or a Successor in Interest thereof) set forth on Schedule 1 as amended from time to time, including all of the rights, privileges and obligations of the Member relating to his status as a Member (or Successor in Interest in the Company).

(r) “Net Cash Flow” shall mean, with respect to any fiscal period, all cash receipts during such fiscal period not used for capital expenditures and not considered as Net Cash Flow in a prior fiscal period and any amount theretofore held in any reserve that was not considered as part of Net Cash Flow in a prior fiscal period which the Managers determine need not be held any longer in reserve, all determined in accordance with the Company’s method of accounting, less Operating Expenses.

(s) “Operating Agreement” or “Agreement” shall mean this Operating Agreement as originally executed and as amended from time to time.

(t) “Operating Expenses” shall mean, with respect to any fiscal period, (i) to the extent paid other than with cash withdrawn from reserves, the amount of cash disbursed in such period in order to operate the Company and to pay expenses (including, without limitation, wages, taxes, insurance, repairs, and/or other costs and expenses) incident to the ownership or operation of the property or the Company and (ii) amounts added to reserves as determined by the Managers.

(t) “Partnership Audit Procedures” has the meaning given to that term in Section 9.09.

(u) “Partnership Representative” has the meaning given to that term in Section 9.09.

(v) “Permitted Transferee” shall mean (i) other Members; (ii) in the case of a Member that is a natural person and not an Entity, the spouse, the children or other descendants of any such Member (whether naturally born or legally adopted), or a trustee who holds such Membership Interest in trust for the exclusive benefit of the Member, such individual Member’s spouse, such individual Member’s children and descendants (whether naturally born or legally adopted) or any one or more of such persons; or (iii) in the case of a Member that is a trustee of a Trust, the beneficiaries of such trust.

(w) “Person” shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so permits.

(x) “Profits” and “Losses” means, for each fiscal year, an amount equal to the Company’s taxable income or loss for such fiscal year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be added to such taxable income or loss;

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profits or Losses pursuant to this definition of Profits and Losses shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year, computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in complete liquidation of a Member's Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition of Profits and Losses, any items that are specially allocated pursuant to Section 9.03 or Section 9.04 shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Sections 9.03 and 9.04 shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

(y) "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

(z) "Substitute Member" shall mean a Successor in Interest who is admitted to the Company as a Member pursuant to Sections 10.03 and 10.04.

(aa) “Successor in Interest” means a Person other than a Member who is an assignee, transferee, successor or legatee of, or who otherwise succeeds to an ownership interest in, all or any portion of a Member’s Membership Interest and who has not been admitted as a Substitute Member.

(bb) “Voting Unit” means the measure of the rights of a Member of the Company, pursuant to the provisions of this Agreement, to participate in the management and affairs of the Company and to vote on Company matters. The number of Voting Units possessed by a Member is determined in accordance with Section 7 hereof. Each Member’s Voting Units are set forth on Schedule 1 hereto, as it may be amended from time to time.

SECTION 3 **MEMBERS**

3.01 Names and Addresses. The names and mailing addresses of all Members are set forth on Schedule 1 attached hereto, which shall be amended from time to time to reflect changes in the identity and/or addresses of the Members.

SECTION 4 **MANAGEMENT**

4.01 Managers. The Company shall be managed under the direction of at least one (1) and not more than seven (7) Managers, who shall be called individually a “Manager,” and collectively, the “Managers.” The Managers shall be elected by the Members as provided in Section 4.04. The initial Managers of the Company shall be Adrian Iglesias, Charles Heritage, Andrew Schryver, Daniel Winters and Robert Long.

4.02 General Powers of the Managers.

(a) **General Powers and Authorities.** Except as provided in Sections 4.04, 4.05, 7.01, 10.01, 10.03, 10.06, 11.01(a), 11.01(b) and 13.04 of this Agreement, the Managers shall have exclusive right to manage the Company and to make all decisions regarding the business of the Company. The Managers shall carry out the policies, directions, orders and resolutions of the Members in the manner described in this Agreement and as authorized and directed by the Members from time to time. The Managers may delegate prescribed functions to any employee, agent or consultant.

(b) **Delegation; Manager Voting.**

(i) The Managers may delegate to one (1) or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 4 hereof. Unless otherwise expressly provided by the Act, the Articles or the terms of

this Agreement, the vote, approval or consent of a majority of the Managers, determined on a per capita basis, shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles or this Agreement.

(ii) Notwithstanding the foregoing to the contrary, the Managers hereby delegate to Charles Heritage the power to execute such documents as it deems necessary in connection with the acquisition, development and financing of Property, on behalf of the Company, as manager of Owner, 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 Property or the financing and development thereof; and Charles Heritage 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 Development Authority for financing and an allocation of low income housing tax credits for the Property under Section 42 of the Internal Revenue Code of 1986, as amended.

(c) Ratification. All actions taken by the Managers on behalf of the Company from the date of its organization to the execution of this Agreement are ratified and confirmed.

4.03 Tenure. A Manager shall hold office until his death, resignation, disqualification or removal.

4.04 Removal; Vacancy. A Manager may be removed at any time by the affirmative vote of Members holding at least 80% of the Voting Units entitled to vote. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any vacancy created or caused by removal, death, resignation or disqualification shall be filled by the affirmative vote of Members holding at least 80% of the Voting Units entitled to vote.

4.05 Compensation. The compensation, if any, of the Managers shall be fixed from time to time by the affirmative vote of Members holding at least 80% of the Voting Units entitled to vote. The Managers shall be entitled to reimbursement for expenses incurred by them in performing their duties, according to the policies set by the Members from time to time. Any amount paid as compensation to a Manager who is also a Member shall be treated as a guaranteed payment in accordance with Code Section 707(c).

4.06 Power of Attorney.

(a) Each Member does hereby irrevocably constitute and appoint the Managers serving in office from time to time, and each of them, as the Company's true and lawful attorney-in-fact, with full power and authority in their or its name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

(i) Any certificate or other instrument that may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the

applicable laws of any other jurisdiction to the extent the Managers deem any such filing to be necessary or desirable;

(ii) Any instrument or document which may be required to affect the continuation of the Company, the admission of an Additional or Substitute Member, or the dissolution and termination of the Company pursuant to the provisions of this Agreement; and

(iii) Any agreement, instrument, lease, deed, deed of trust, promissory note, certificate or other document in the name or on behalf of the Company which is necessary or appropriate to implement, effectuate or otherwise carry out any transaction to which the Company is a party or to which the Company or any of its assets is or may be subject, provided such transaction has been approved by the Managers or the Members, as the case may be, in accordance with the provisions of this Agreement.

(b) The appointment by each Member of the Managers of the Company as his attorneys-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the disability, incompetence, bankruptcy, death or dissolution of any Person giving such power, except, that in the event of an assignment by a Member of all or any part of his Membership Interest, this power of attorney shall survive such assignment only until such time, if any, as the successor in interest shall have been admitted to the Company as a Substitute Member and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

4.07 Managers Have No Exclusive Duty to Company. Unless otherwise expressly provided hereunder or under any other agreement entered into between the Company and such person, no Manager shall be required to manage the Company as his sole and exclusive function, and he may have other interests and activities in addition to those relating to the Company, and neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of such Manager or to the income or proceeds derived therefrom.

4.08 Single Manager. If at any time there is only one person serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Agreement to "Managers" shall be deemed to refer to such single Manager.

4.09 Transactions with Managers. The Managers (a) may appoint, employ, contract or otherwise deal with any Person, including a Manager or an Affiliate thereof, and with Persons that have a financial interest in a Manager or in which a Manager has a financial interest, for transacting the Company's business, including the performance of any and all services or purchases of goods or other property which may at any time be necessary, proper, convenient or advisable in carrying on the business and affairs of the Company or in disposing of some or all of its assets; and (b) may otherwise enter into business transactions (including but not limited to the sale, merger, or other disposition of the Company or all or substantially all of its assets) with any such Persons.

SECTION 5
LIMITATION OF LIABILITY; INDEMNIFICATION

5.01 Limitation of Liability of Managers. In any proceeding brought by or in the right of the Company or brought by or on behalf of Members of the Company, a Manager (in his capacity as a Manager) or any of its Affiliates shall not be liable to the Company or its Members for any monetary damages arising out of any transaction, occurrence or course of conduct, unless in such proceeding the Manager or any of its Affiliates was adjudged to have engaged in willful misconduct or a knowing violation of the criminal law.

5.02 Indemnity of Managers. The Managers shall be indemnified by the Company under the following circumstances and in the manner and to the extent indicated:

(a) Every Person, and his heirs, executors and administrators, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind, whether civil, criminal, administrative, arbitral or investigative, or was or is the subject of any claim, and whether or not by or in the right of the Company, by reason of his being or having been a Manager, or by reason of his serving or having served at the request of the Company as a director, officer, manager, employee or agent of another Entity, or at the request of the Company in any capacity that under Federal law regulating employee benefit plans would or might constitute him a fiduciary with respect to any such plan, whether or not such plan is or was for employees of the Company, shall be indemnified by the Company against expenses (including attorneys' fees), judgments, fines, penalties, awards, costs, amounts paid in settlement and liabilities of all kinds, actually and reasonably incurred by him in connection with, or resulting from, such action, suit, proceeding or claim, if he acted in good faith and in the manner he reasonably believed to be in, or not opposed to, the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, provided that no indemnification shall be made in respect of any claim, issue or matter as to which he shall have been adjudicated to be liable to the Company for willful misconduct or a knowing violation of the criminal law in the performance of his duty to the Company unless, and only to the extent, that the court in which such action, suit or proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, he is fairly and reasonably entitled to indemnity. The termination of any such action, suit or proceeding by judgment, order or conviction, or upon a plea of nolo contendere or its equivalent, or by settlement, shall not of itself create a presumption that any such Person did not act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company.

(b) Any indemnification under Section 5.02(a) (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of such Person is proper in the circumstances because the Manager had met the applicable standard of conduct set forth in such paragraph. Such determination may be made either (i) by the Managers by a majority vote of a quorum consisting of Managers who were not a party to such action, suit or proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a quorum of disinterested Managers so directs, by independent legal counsel in a

written opinion, or (iii) by a majority of the Voting Units held by those Members who were not a party to such action, suit or proceeding.

(c) Reasonable expenses (including attorneys' fees) incurred by or in respect of any such Person in connection with any such action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, shall be paid by the Company in advance of the final disposition thereof upon receipt of an undertaking by, or on behalf of, such Person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company.

(d) The Managers of the Company shall have the power, generally and in specific cases, to indemnify their employees and agents to the same extent as provided in this Section with respect to its Managers.

(e) The provisions of this Section 5 are in addition to, and not in substitution for, any other right to indemnity to which any Person who is or may be indemnified by or pursuant to this Section may otherwise be entitled, and to the powers otherwise accorded by law to the Company to indemnify any such Person and to purchase and maintain insurance on behalf of any such Person against any liability asserted against or incurred by him in any capacity referred to in this Section or arising from his status as serving or having served in any such capacity (whether or not the Company would have the power to indemnify against such liability).

(f) If any provision of this Section 5 shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.

(g) No amendment or repeal of this Section 5 shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal. For purposes of Sections 5.01 and 5.02, the Partnership Representative shall be considered a Manager.

5.03 No Personal Liability to Members. Notwithstanding any provision of Section 5.02 above, the indemnification provided in Section 5.02 shall in no event cause the Members to incur any liability to the Company beyond their total Capital Contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

SECTION 6

MEETINGS OF MEMBERS

6.01 Meetings. Meetings of the Members shall not be required, but meetings of the Members may be called upon terms and notices as reasonably determined by the Managers.

6.02 Action by Consent. All Member votes and consents shall be taken by written consent signed by Members holding such number of Voting Units as are required to approve the

action or matter described in the consent. Such consent or consents shall be filed with the Company's books and records. Action taken under this Section 6.02 is effective when the requisite number of Members entitled to vote have signed the consent or consents, unless the consent or consents specify a different effective date. The record date for determining Members entitled to take action shall be the date the first Member signs a written consent. A copy of any such action taken pursuant to this Section 6.02 shall be delivered to each Member pursuant to the provisions of Section 12.01.

SECTION 7

VOTING UNITS; MEMBER VOTING

7.01 Voting Units. Except as otherwise expressly provided hereunder, all matters on which votes are required hereunder shall be cast by Voting Units held by the Members. Each Voting Unit shall be entitled to one vote on all matters coming before any meeting of Members. The number of Voting Units held by each Member is set forth on Schedule 1 hereto. No new Voting Unit shall be awarded to any Person without the consent of Members holding at least 80% of the Voting Units. Any transfer by a Member of some or all of its Membership Interest as permitted hereunder shall result in a proportionate reduction in the Voting Units held by the transferor and the transferee shall not be entitled to receive or hold any such Voting Units unless such Person is admitted as a Substitute Member with corresponding Voting Units pursuant to the provisions of Sections 10.03 and 10.04 hereof. Changes in the number of outstanding Voting Units shall be reflected on the books of the Company and may from time to time be reflected on revisions to Schedule 1. Each Member agrees and acknowledges that no Member shall be entitled to Voting Units unless such Member receives Voting Units in accordance with the terms and provisions of this Operating Agreement.

7.02 Member Voting Generally. The affirmative vote of Members holding at least a majority of the Voting Units represented in person or by proxy and entitled to be voted at a meeting shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles, or by the express provisions of this Agreement.

SECTION 8

CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS

8.01 Members' Capital Contributions.

(a) **Initial Capital Contribution.** Each initial Member shall make such Capital Contributions set forth on Schedule 1 attached hereto as his Initial Capital Contribution.

(b) **Additional Capital Contributions.** The Members shall not be required to make any further Capital Contributions beyond those set forth in Section 8.01(a) above without their prior consent.

(c) Loans. The Managers may endeavor to obtain a loan or loans to the Company, from time to time, for necessary capital on reasonable terms, in order to finance the ownership and operation of the business of the Company.

(d) Loans to Company by Members. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company in accordance with the terms of this Agreement.

8.02 Capital Accounts. A separate Capital Account will be maintained for each Member in accordance with Code Section 704(b) and the Regulations thereunder. Without limiting the foregoing, the Capital Account of a Member shall be credited with the amount of all Capital Contributions by such Member to the Company. The Capital Account of a Member shall be increased by the amount of any Profits (or items of gross income) allocated to such Member pursuant to Section 9, and decreased by (i) the amount of any Losses (or items of loss or deduction) allocated to such Member pursuant to Section 9 and (ii) the amount of any cash or property (valued at its Gross Asset Value) distributed to such Member pursuant to Section 9.01 of this Agreement.

8.03 Interest and Return of Capital Contribution. No Member shall receive any interest on his Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution.

8.04 Effect of Sale or Exchange. In the event of a permitted sale or exchange of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest.

SECTION 9

DISTRIBUTIONS, ALLOCATIONS, ELECTIONS AND REPORTS

9.01 Distributions.

(a) All distributions of cash or other property, except distributions upon the Company's dissolution (which shall be governed by Section 11.04), shall be made to the Members on a pro rata basis in accordance with their respective Distribution Percentages on the record date of such distribution.

(b) The Company shall distribute to the Members the amount necessary (as reasonably determined by the Managers) to cover the income taxes payable by the Members on income earned by the Company that is taxable to the Members, including allocations of income under Code Section 704(c), assuming each Member is in the highest combined individual federal, state and local tax bracket applicable to any Member (taking into consideration the character of the income with a proper adjustment for (i) the deductibility of state income taxes on federal income tax returns, and (ii) tax credits, capital gains and losses, and other specially allocated items which pass through to the Member). Distributions under this Section 9.01(b) shall be made when such taxes are

due, including the payment of estimated taxes, and be netted against distributions made under Section 9.01(a).

(c) The Managers shall have the right to determine how much Net Cash Flow, if any, of the Company shall be distributed among the Members each year. Such distributions of Net Cash Flow of the Company shall be distributed among the Members, pro rata in proportion to their respective Distribution Percentages. The Managers shall have the right to establish, maintain and expend reserves to provide for working capital, future investments, debt service and such other purposes as the Managers deem necessary or advisable.

(d) Except as provided in Sections 9.01(b) and 11.04 hereof, all distributions of cash and property shall be made at such times and in such amounts as determined by the Managers.

(e) All other provisions hereof notwithstanding, the Company's obligation, and Managers' authority, to make any distribution is subject to the restrictions governing distributions under the Act and such other pertinent governmental restrictions as are now and may hereafter become effective. Currently, among other prohibitions, the Act prohibits the Company from making a distribution to the extent that, after giving effect to the distribution, liabilities of the Company exceed the fair value of the assets of the Company. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9.

9.02 Allocations Generally. After giving effect to the special allocations set forth in Sections 9.03 and 9.04 hereof, Profits or Losses for any fiscal year shall be allocated in the following order and priority:

(a) Except as provided in Section 9.02(b) below, Profits and Losses shall be allocated to and among the Members in proportion to the Distribution Percentage held by each Member.

(b) In the event that the allocation of Losses pursuant to Section 9.02(a) above would result in a Member having an Adjusted Capital Account Deficit at the end of any fiscal year and at such time there are other Members who will not, as a result of such allocation, have an Adjusted Capital Account Deficit, then all Losses in excess of the amount which can be allocated until the foregoing circumstance occurs shall be allocated among the Members who do not have Adjusted Capital Account Deficits on a proportionate basis according to their Distribution Percentages until each such Member would similarly be caused to have an Adjusted Capital Account Deficit. At such time as a further allocation of Losses cannot be made without causing some Member to have an Adjusted Capital Account Deficit, then all remaining Losses for such fiscal year shall be allocated in accordance with the ratio described in Section 9.02(a) above.

9.03 Special Allocations. For the purposes of this Agreement and the allocations of Profits and Losses and items of income, gain, loss, deduction and expense, this Agreement shall be deemed to include a "minimum gain chargeback" as provided for in Regulations Section 1.704-2(f), a "partner nonrecourse debt minimum gain chargeback" as provided for in Regulations Section

1.704-2(i), and a “qualified income offset” as provided for in Regulation Sections 1.704-2(b)(ii)(d). “Nonrecourse deductions,” as defined in Regulations Section 1.704-2(b), shall be allocated to and among the Members in proportion to the Distribution Percentage held by each Member. “Partner nonrecourse deductions,” as defined in Regulations Section 1.704-2(i), shall be allocated as required pursuant to such Section. In the event of any election to adjust the tax basis of any property of the Company pursuant to Code Section 732, 734 or 743, allocations shall be made as required to make the Capital Account adjustments provided for in Regulations Section 1.704-1(b)(2)(iv)(m).

9.04 Curative Allocations. The allocations set forth in Sections 9.02(b) (first sentence) and 9.03 hereof (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 9.04. Therefore, notwithstanding any other provision of this Section 9 (other than the Regulatory Allocations), the Company shall make such offsetting special allocations of Company income, gain, loss, or deduction in whatever manner determined by the Managers to be appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to the Sections of this Agreement other than the Regulatory Allocations and this Section. In exercising their discretion under this Section, the Managers shall take into account future Regulatory Allocations that, although not yet made are likely to offset other Regulatory Allocations previously made.

9.05 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members, in the same proportions as they share Profits or Losses, as the case may be, for the year.

(c) The Members are aware of the income tax consequences of the allocations made by this Section 9 and hereby agree to be bound by the provisions of this Section 9 in reporting their shares of Company income and loss for income tax purposes.

9.06 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Gross Asset Value (computed in accordance with subparagraph (i) of the definition of Gross Asset Value in Section 2 hereof).

In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value in Section 2 hereof, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 9.06 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provisions of this Agreement.

9.07 Allocation of Recapture. For purposes of determining the character (as ordinary income or capital gain) of any taxable income or gain of the Company allocated to the Members pursuant to this Section 9, such portion of the taxable income or gain of the Company allocated pursuant to this Section 9 which is treated as ordinary income attributable to the recapture of depreciation shall, to the extent possible, be allocated among the Members in the proportion which (a) the amount of depreciation previously allocated to each Member bears to (b) the total of such depreciation allocated to all Members. This Section shall not alter the amount of allocations among the Members pursuant to Section 9 but merely the character of the income so allocated.

9.08 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

All elections permitted to be made by the Company under federal or state laws, including but not limited to any election under Code Section 754, shall be made by a majority of the number of Managers.

9.09 Partnership Representative.

(a) **Designation and Authority of the Partnership Representative.** The Company will designate pursuant to Proposed Regulations Section 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Company, South Creek as the "Partnership Representative" and any Person selected by the Partnership Representative may serve as the "designated individual" for the Partnership Representative and the Company for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the "Partnership Audit Procedures") and shall make such corresponding designations under any corresponding provisions of applicable foreign, state, or local tax law. The Partnership Representative shall (i) determine all matters with respect to any examination of the Company by any taxing authority (including, without

limitation, the allocation of any resulting taxes, penalties and interest among the Members and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Company) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

(b) Obligations of Members.

(i) Generally. Each Member and former Member agrees to cooperate, and to cause its direct and indirect owners to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of any tax proceedings, in each case regardless whether then a Member or after ceasing to be a Member. Any deficiency for taxes imposed on any Member or former Member or its direct or indirect owners (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member or former Member or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Company, such Member or former Member shall indemnify the Company for such amounts within thirty (30) days of such payment by the Company, in each case regardless of whether then a Member or after ceasing to be a Member.

(ii) Partnership Audit Procedures. At the request of the Partnership Representative, in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Company or any subsidiary entity in which the Company has an interest, directly or indirectly, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Partnership Representative makes an election for the Company pursuant to Section 6226 of the Code with respect to an imputed underpayment, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any Regulations or official guidance relating thereto). At the request of the Partnership Representative, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, provide the Partnership Representative and the Company with any information available to such Member or former Member (or its direct or indirect owners or representatives) and with such representations, certificates, or forms relating to such Member or former Member (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Partnership Representative determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Company under Section 6225(a)(1) of the Code, each Member and former Member shall indemnify the Company in an amount equal to such Member's or former Member's share (as determined by the Partnership Representative with the advice of the Company's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Company; provided, however, that the Partnership Representative may determine, in its discretion, to allocate the burden of such amount to such Member without requiring payment by such Member to the Company.

(iii) Survival of Obligations. Each Member's obligations to comply with the requirements of this Section 9.09 shall survive the Member's transfer of all or any portion of its interest in the Company, otherwise ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, to the extent applicable.

(iv) Exculpation and Indemnification of Partnership Representatives and Designated Individuals. Any Person acting as a "Partnership Representative" or "designated individual" pursuant to this Section 9.09 shall, when acting in such capacity, be deemed to be Manager for purposes of the Act, and as such his, her or its liability shall be eliminated to the same extent as Manager's liability is eliminated under Section 5.01 of this Agreement and he, she or it shall be entitled to indemnification to the same extent as a Manager is entitled to indemnification under Section 5.02 of this Agreement.

(c) State Law. If any state or local tax law provides for a Partnership Representative or person having similar rights, powers, authorities or obligations, the Partnership Representative shall also serve in such capacity.

SECTION 10

TRANSFER OF MEMBERSHIP INTEREST

10.01 Transfer Generally. It is the express intention of the Members that this Section 10 govern (i) the admission of Members in lieu of the default provisions of the Act, (ii) the assignment of a Membership Interest in lieu of the default provisions of the Act, (iii) the right of a Successor in Interest to become a Member in lieu of the default provisions of the Act, and (iv) a Member's voluntary dissociation in lieu of the default provisions of the Act. No Person holding a Membership Interest shall voluntarily disassociate or have any right to voluntarily resign or otherwise withdraw from the Company without the prior written consent of all remaining Members of the Company. No Person holding a Membership Interest shall, directly or indirectly, transfer, sell, give, encumber, assign, pledge, or otherwise deal with or dispose of all or any part of his Membership Interest now owned or subsequently acquired by him, other than as expressly provided for in this Agreement. No Person holding a Membership Interest shall encumber, pledge or otherwise grant or allow any security interest or lien to arise with respect to their Membership Interest unless (i) he has received the prior written consent of Members holding at least 80% of the Voting Units entitled to be voted (not taking into account any Voting Units of the Transferor), or (ii) such interest is granted in accordance with Section 10.02. **Error! Reference source not found.** Any resignation, withdrawal or transfer (including, without limitation, any pledge or creation of any security interest of any type) of a Membership Interest or any rights therein in violation of and without full compliance with this Agreement shall be void ab initio and without legal effect. A Member's Voting Units may not be transferred, in whole or in part, to a Successor in Interest, another Member or any other Person except as specifically provided herein. Notwithstanding the foregoing, any Member may transfer all or any portion of such Member's Membership Interest at any time to any Permitted Transferee and such Permitted Transferee shall be a Successor in Interest without giving effect to the options described in Section 10.02(a) and 10.02(b) hereof. No Permitted Transferee or any

other Successor in Interest shall hold any Voting Units unless such Person executes an instrument agreeing to be bound by the terms of this agreement as provided in Section 10.04 and his admission is approved by the Members as provided in Section 10.03.

10.02 Right of First Opportunity.

(a) If a Member wishes to transfer all or any portion of his Membership Interest, such Member shall, before making any such disposition, first give the other Members a selling notice, specifying in writing the price, conditions and terms upon which he is willing to sell such Membership Interest. The other Members shall have the option to purchase all of the offered Membership Interest at the price and upon the conditions and terms set forth in such notice in the manner described herein, provided, that, notwithstanding the preceding sentence, no assignee of a Membership Interest pursuant to this Section 10.02 shall be entitled to all or a portion of the transferring Member's Voting Units or become a Substitute Member of the Company except as provided in Sections 10.03 and 10.04.

(b) The other Members shall have thirty (30) days from the date of the selling notice within which to elect to purchase all of the offered Membership Interest; and if they do not elect to purchase all of such offered Membership Interest, then the Company shall have a similar option exercisable within the following thirty (30) day period.

(c) The option may be exercised by giving notice to the offering Member within the specified period. If more than one Member among those eligible to elect desires to purchase, they may purchase the offered Membership Interest in proportion to their respective Distribution Percentage, unless they otherwise agree. The closing of the purchase shall occur on a mutually agreed date not more than seventy-five (75) days from the date of the selling notice.

(d) If neither a Member nor the Company elects to purchase all of the offered Membership Interest, then the offering Member may sell such Membership Interest at a price not below nor upon terms more advantageous to the purchaser than those contained in the selling notice. If the sale is not made and consummated within ninety (90) days after the date of the selling notice, the offering Member may not thereafter sell or otherwise dispose of any of his Membership Interest without again complying with this Section 10.02.

10.03 Rights of Successor in Interest; Admittance as Substitute Member. No Successor in Interest (other than a Permitted Transferee) of the whole or any portion of any Membership Interest of a Member shall have the right to participate in the management of the business and affairs of the Company or to hold any Voting Units, or to become a Substitute Member in place of his predecessor in interest with respect to the whole or any portion of said Membership Interest without the prior written consent of Members holding at least 80% of the Voting Units entitled to be voted (not taking into account any Voting Units of the transferring Member), which consent shall be in the Members' respective sole discretion and be binding and conclusive on all parties. A Permitted Transferee shall become a Substitute Member upon executing an instrument in which such Permitted Transferee agrees to be bound by the terms of this Agreement and no consent of any Members shall be required. A Successor in Interest shall be bound by, and shall take such Membership Interest subject to, the terms and conditions of this Agreement as same applies to

Members and their Membership Interests, but a Successor in Interest shall not have any Voting Units or any other rights or privileges of a Member hereunder (including but not limited to the right to participate in the Members' right of first opportunity set forth in Section 10.02) other than to share in the allocations and distributions to which the transferor Member would be entitled in respect of the transferred Membership Interest unless and until such Successor in Interest is admitted as a Substitute Member in accordance with the provisions of this Section 10.03 and Section 10.04 hereof, which admittance may be with or without corresponding Voting Units.

10.04 Requirements for Substitute Members. As a condition to the admission as a Substitute Member with respect to the whole or any portion of a Membership Interest, a Successor in Interest shall execute and acknowledge such instruments in form and substance as the Managers may reasonably deem necessary or desirable to effect such admission and to confirm the agreement of such Person being admitted as a Substitute Member to be bound by all of the terms of this Operating Agreement, as the same may have been amended and then in force. Such Successor in Interest shall pay all reasonable expenses in connection with such admission as a Substitute Member.

10.05 Tax Reporting. Each Member agrees that if he transfers or assigns all or part of his Membership Interest herein, such Member shall keep a list containing the transferee's name, address, social security number or taxpayer identification number, as the case may be, the date on which such transfer occurred and the name, address and tax shelter registration number, if required to be obtained, of the Company.

10.06 Admission of New Member. With the consent of Members holding at least 80% of the Voting Units, any Person may become an Additional Member in the Company by the issuance of a new Membership Interest, with or without corresponding Distribution Percentage or Voting Units, in consideration for such Capital Contribution as the Managers shall determine appropriate; provided, that such Person executes such instruments as the Managers deem necessary or desirable to effect its admission as a Member and to confirm its agreement to be bound by all the terms and conditions of this Operating Agreement.

10.07 Allocations to New Members. No Additional Member or Substitute Member or Successor in Interest shall be entitled to any retroactive allocation of items of taxable income, gain, loss, deductions or credits of the Company. The Managers may, at its option, at the time an Additional Member or Substitute Member is admitted, or a Successor in Interest receives a Membership Interest, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of income, gain, loss, deductions or credits to an Additional Member or Substitute Member or Successor in Interest for that portion of the Company's tax year in which an Additional Member or Substitute Member was admitted or Successor in Interest received his Membership Interest, in accordance with the provisions of Code Section 706(d) and the regulations promulgated thereunder.

SECTION 11

DISSOLUTION AND TERMINATION

11.01 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

(a) The determination in writing of Members holding at least 80% of the Voting Units;

(b) The sale, transfer or assignment of substantially all of the assets of the Company, unless the Members holding at least 80% of the Voting Units entitled to vote determine otherwise;

(c) The adjudication of the Company as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within ninety (90) days), or the filing against the Company of a petition for reorganization under the federal bankruptcy code or any state statute (which is not dismissed within ninety (90) days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent under any provisions of the federal bankruptcy code (or any state insolvency statutes), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian or sequestrator, and such receiver, trustee, custodian or sequestrator is not dismissed within ninety (90) days; or

(d) As otherwise required by Virginia law.

11.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs by either or a combination of both of the following methods as the Managers (or if there are no Managers, such Person or Persons elected by Members holding a majority of the Voting Units) shall in their sole discretion determine:

(a) Selling the Company's assets and, after paying the Company's liabilities or reserving sufficient funds for such liabilities, distributing the net proceeds to the Members in satisfaction of their interests in the Company; and/or,

(b) Distributing the Company's assets to the Members in kind with the Members accepting undivided interests in the Company's assets, subject to its liabilities, in satisfaction of their interests in the Company.

11.03 Orderly Liquidation. A reasonable time as determined by the Managers (or the Person or Persons carrying out the liquidation) not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

11.04 Distributions. Upon dissolution, the Company's assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company (including but not limited to loans made by the Members or Managers) and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Managers (or the Person or Persons carrying out the liquidation) shall deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Said reserves shall be paid over to a bank or an attorney at law as escrow agent to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies. At the expiration of such period as the Managers (or the Person or Persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Managers shall distribute the balance thereof in the manner provided in the following subparagraph; then

(c) Third, to the Members on a pro rata basis in accordance with their respective Capital Accounts after giving effect to all contributions, allocations and distributions for all periods.

11.05 Taxable Gain or Loss. Taxable income, gain and loss from the sale of the Company's property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 9.

11.06 Certificate of Cancellation.

(a) Within a reasonable time following the completion of the liquidation of the Company, there shall be supplied to each of the Members a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's portion of the distributions pursuant to this Agreement. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Members shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

(b) Upon the issuance of the filing of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall thereafter be trustees for the Members and creditors of the Company and as such shall have authority to distribute any Company property discovered after dissolution, convey real estate, if any, and take such other action as may be necessary on behalf of and in the name of the Company.

SECTION 12
NOTICES

12.01 Form; Delivery. Whenever, under the provisions of law, the Articles or this Operating Agreement, notice is required hereunder to be given to any Person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such

notice may be given in writing, by mail or by a generally recognized overnight courier service, addressed to such Person, at his post office and street address as it appears on the records of the Company, with postage or applicable delivery fees thereon prepaid or billed to the sender. Any such notice shall be deemed to have been given at the time it is deposited, postage or applicable fees prepaid or billed to sender, in the United States mail or with such recognized courier service. Notice may also be given by a form of electronic transmission consented to by the Person to whom the notice is given. Notice given by a form of electronic transmission shall be deemed to have been delivered at the time it is transmitted. Any consent to notice by electronic transmission shall be revocable by written notice to the Company and shall be deemed revoked if (a) the Company is unable to deliver by electronic transmission two (2) consecutive notices given by the Company in accordance with such consent and (b) such inability becomes known to the Managers or other person responsible for giving the notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or action.

12.02 Waiver. Whenever any notice is required to be given under the provisions of law, the Articles or this Operating Agreement, a written waiver thereof, signed by the Person or Persons entitled to such notice and filed with the records of the meeting, whether before or after the time stated therein, shall be conclusively deemed to be equivalent to such notice. In addition, any Member who attends a meeting of Members in person, or is represented at such meeting of proxy, without protesting at the commencement of the meeting the lack of notice thereof to him, or any Manager who attends a meeting of the Managers without protesting at the commencement of the meeting such lack of notice, shall be conclusively deemed to have waived notice of such meeting.

SECTION 13 **MISCELLANEOUS PROVISIONS**

13.01 Bank Accounts. The Company shall maintain such bank accounts as the Managers may determine to be appropriate from time to time.

13.02 Books of Account and Records. Proper and complete records and books of account shall be kept or caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company, which initially shall be located at 7204 W. Friendly Avenue, Suite C, Greensboro, North Carolina 27410, and shall be open to inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

13.03 Application of Virginia Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

13.04 Amendments. Any amendment to this Operating Agreement may be proposed to the Members by the Managers or by Members holding at least 80% of all Voting Units in the Company. A vote on any amendment to this Operating Agreement shall be taken within thirty (30) days after notice thereof has been given to the Members unless such period is otherwise extended by applicable laws, regulations, or agreement of the Members. A proposed amendment shall become effective at such time as it has been approved by Members holding at least 80% of the Voting Units. The execution of an amended Operating Agreement by all Members shall be conclusive evidence of approval of such amended Operating Agreement.

13.05 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments as necessary to comply with any laws, rules or regulations.

13.06 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

13.07 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

13.08 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

13.09 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.10 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company. The specific intent of the undersigned is that there shall be no third-party beneficiaries of this Agreement.

13.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A signature communicated electronically (e.g., by facsimile or as a JPEG, PDF or similar file attached to an e-mail message) shall have the same force and effect as if an original signature.

13.14 Entire Agreement. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

13.15 Waiver of Jury Trial. TO THE FULLEST EXTENT POSSIBLE, THE COMPANY, THE MANAGERS AND EACH MEMBER WAIVES IN FULL THE RIGHT TO A TRIAL BY JURY IN REGARD TO ANY DISPUTES, CLAIMS, CAUSES OF ACTION, OBLIGATIONS, DAMAGES, COMPLAINTS, LITIGATION OR ANY MATTER WHATSOEVER AND OF ANY TYPE OR NATURE, WHETHER IN CONTRACT, TORT OR OTHERWISE, THAT THEY MAY HAVE NOW OR IN THE FUTURE MAY HAVE RELATING TO THIS AGREEMENT OR ANY MATTER RELATING TO THIS AGREEMENT. THE MEMBERS, THE MANAGERS AND THE COMPANY EACH REPRESENT AND WARRANT THAT (i) HE, SHE OR IT IS REPRESENTED BY COMPETENT COUNSEL WHO HAS FULLY AND COMPLETELY ADVISED HIM, HER OR IT OF THE MEANING AND RAMIFICATIONS OF THE RIGHT TO A TRIAL BY JURY, OR (ii) HE, SHE OR IT HAD THE FULL AND COMPLETE OPPORTUNITY TO CONSULT WITH COUNSEL AND CHOSE NOT TO DO SO, AND, THEREFORE, IN EITHER CASE, FREELY AND VOLUNTARILY WAIVE SUCH RIGHT TO TRIAL BY JURY.

13.16 Forum Selection. THE MANAGERS, THE COMPANY AND THE MEMBERS AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT SHALL BE A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION FOR THE CITY OF RICHMOND, VIRGINIA (HEREINAFTER THE "PROPER COURTS"). THE PARTIES HEREBY IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF ALL OF THE PROPER COURTS FOR THE PURPOSE OF ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT. TO THE EXTENT PERMITTED BY LAW, THE PARTIES FURTHER HEREBY AGREE TO WAIVE AND NOT TO ASSERT AS A DEFENSE IN ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION THAT (1) ANY OF THE PROPER COURTS CANNOT EXERCISE PERSONAL JURISDICTION OVER A PARTY; (2) ANY PARTY IS IMMUNE FROM EXTRATERRITORIAL INJUNCTIVE RELIEF OR OTHER INJUNCTIVE RELIEF; (3) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION MAY NOT BE MAINTAINED IN ANY OF THE PROPER COURTS; (4) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION BROUGHT IN ANY OF THE PROPER COURTS SHOULD BE DISMISSED OR TRANSFERRED ON THE

GROUNDS OF *FORUM NON CONVENIENS*; (5) ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION SHOULD BE STAYED BY THE PENDENCY OF ANY OTHER ACTION, SUIT, OR PROCEEDING IN ANY COURT OR TRIBUNAL OTHER THAN THE PROPER COURTS; OR (6) THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY ANY OF THE PROPER COURTS.

13.16 Forum Selection. THE MANAGERS, THE COMPANY AND THE MEMBERS AGREE THAT THE **SOLE AND EXCLUSIVE** JURISDICTION FOR ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT SHALL BE A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION FOR THE CITY OF RICHMOND, VIRGINIA (HEREINAFTER THE “PROPER COURTS”). THE PARTIES HEREBY IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF ALL OF THE PROPER COURTS FOR THE PURPOSE OF ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT. TO THE EXTENT PERMITTED BY LAW, THE PARTIES FURTHER HEREBY AGREE TO WAIVE AND NOT TO ASSERT AS A DEFENSE IN ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION THAT (1) ANY OF THE PROPER COURTS CANNOT EXERCISE PERSONAL JURISDICTION OVER A PARTY; (2) ANY PARTY IS IMMUNE FROM EXTRATERRITORIAL INJUNCTIVE RELIEF OR OTHER INJUNCTIVE RELIEF; (3) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION MAY NOT BE MAINTAINED IN ANY OF THE PROPER COURTS; (4) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION BROUGHT IN ANY OF THE PROPER COURTS SHOULD BE DISMISSED OR TRANSFERRED ON THE GROUNDS OF *FORUM NON CONVENIENS*; (5) ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION SHOULD BE STAYED BY THE PENDENCY OF ANY OTHER ACTION, SUIT, OR PROCEEDING IN ANY COURT OR TRIBUNAL OTHER THAN THE PROPER COURTS; OR (6) THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY ANY OF THE PROPER COURTS.

[Signatures on following page]


The undersigned, being the initial Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement, including the schedules and exhibits hereto, constitutes the sole and entire Operating Agreement of Oak Terrace MM LLC, adopted as of the date first written above.

MEMBERS:

South Creek Investments, LLC,
a North Carolina limited liability company
By: South Creek Ventures, LLC, its Manager

By: 
Name: Charles Heritage
Title: Manager

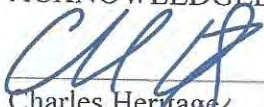
Generation Housing Development LLC,
a Texas limited liability company

By: 
Name: Adrian Iglesias
Title: President

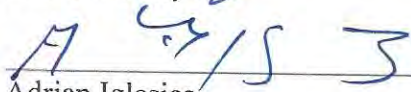
Commonwealth Catholic Charities,
a Virginia non-stock corporation

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

ACKNOWLEDGED AND AGREED TO BY THE MANAGERS.


Charles Heritage


Andrew Schryver


Adrian Iglesias


Daniel Winters

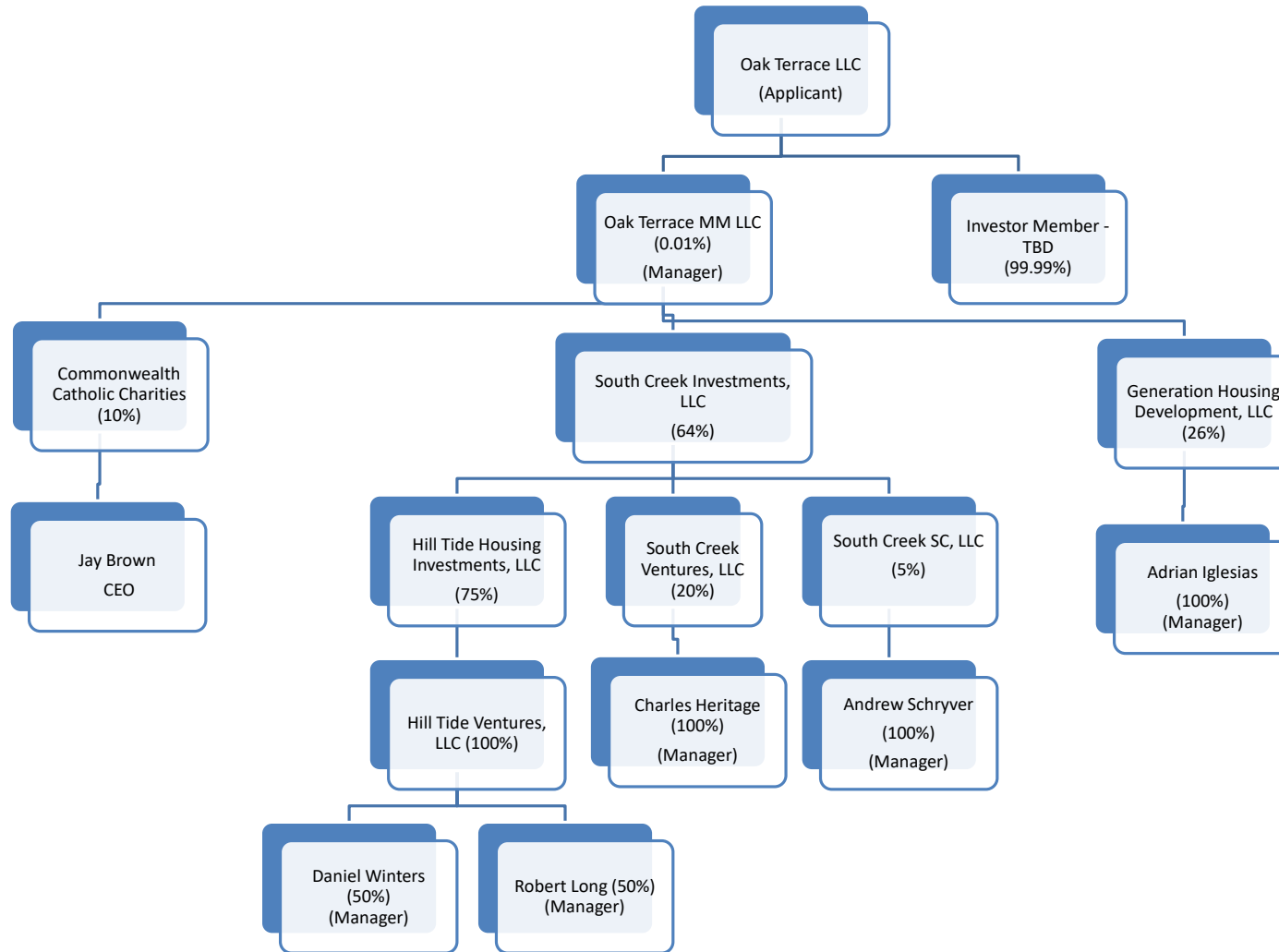

Robert Long

SCHEDULE 1

Members' Names, Addresses, Membership Interests, Voting Units and Initial Capital Contributions

Name and Address	Membership Interest	Distribution Percentage	Voting Units	Initial Capital Contributions
South Creek Investments, LLC 7204 W. Friendly Avenue, Suite C Greensboro, North Carolina 27410 Attention: Charles Heritage	64%	73.99%	64	\$73.99
Generation Housing Development LLC 5822 Gallant Run Frisco, Texas 75033 Attention: Adrian Igelsias	26%	26%	26	\$26.00
Commonwealth Catholic Charities 1601 Rolling Hills Drive Henrico, VA, 23229 - 5011 Attention: Jason "Jay" Brown	10%	0.01%	10	\$0.01
TOTAL	100%	100%	100	\$100.00

Oak Terrace, Owner Organizational Chart:



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") made as of March 11, 2020, by and between OAK TERRACE LLC, a Virginia limited liability company (the "Company"), and SOUTH CREEK DEVELOPMENT, LLC, a North Carolina limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Company has been formed to develop, construct, acquire, maintain, lease and operate certain property as low-income residential rental housing, to be known as Oak Terrace, to be located in the City of Suffolk, Virginia (the "Project"); and

WHEREAS, the Project, following the completion of construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, rehabilitation and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

Section 1. Development Services.

(a) The Developer has performed certain services relating to the development of the Project and shall oversee the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the

performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been approved by the managing member of the Company (“Managing Member”) unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or rehabilitation of the Project;

(B) administration of any construction contracts on behalf of the Company;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

(E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any construction loan agreements with any lending

institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(G) applying for the maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

(H) compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(I) furnishing such consultation and advice relating to the construction of the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or similar owner's representatives on similar projects;

(K) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(L) at the Company's expense, filing on behalf of and as the attorney-in-fact for the Company any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project.

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to

and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or construction of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, and the Developer and its employees, at all times until final completion of construction of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) To the extent applicable to the construction of the Project, comply with all present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices having jurisdiction over the Project. Any such compliance undertaken by the Developer on behalf of

and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the construction of the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other occupancy agreements to be constructed or furnished by the Company with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

(xi) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xii) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xiii) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the services described herein.

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration

of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$25,000 or involving a sum of less than \$25,000 where the same relates to a component part of any work, the combined cost of which exceeds \$25,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the "Construction Budget") or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

Section 3. Accounts and Records.

(a) The Developer on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Company or any representative or auditor thereof or supervisory or regulatory authority.

Section 4. Obligation To Complete Construction.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanic's, materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the loan and other documents governing the development and operation of the Project and in the plans and specifications for the Project.

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to ~~two million one hundred thousand~~ and No/100 Dollars (\$ 2,100,000 .00). The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this Agreement;
- (ii) Eighty percent (80%) upon substantial completion of the Project;

The Development Amount shall be paid from and only to the extent of the Company's available cash, in installments as follows:

- (i) Twenty percent (20%) on initial equity funding of the Project;
- (ii) Forty percent (40%) upon substantial completion of the Project; and
- (iii) Forty percent (40%) upon achievement of 95% occupancy for the Project.

Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available cash, provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events at the earlier of (i) the thirteenth anniversary of the date of this Agreement, or (ii) if the Project qualifies for Tax Credits under Code Section 42, then the end of the Project's compliance period.

Section 6. Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns.

Section 8. Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Partners and shall not inure to the benefit of any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY:

OAK TERRACE LLC,
a Virginia limited liability company

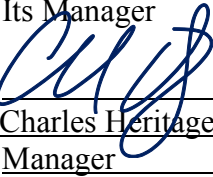
By: Oak Terrace MM LLC,
a Virginia limited liability company,
its Manager

By: 
Name: Charles Heritage
Title: Manager

DEVELOPER:

SOUTH CREEK DEVELOPMENT, LLC, a
North Carolina limited liability company

By: South Creek Ventures, LLC,
Its Manager

By: 
Name: Charles Heritage
Title: Manager

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 19, 2020

This is to certify that the certificate of organization of

Oak Terrace 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: February 19, 2020



STATE CORPORATION COMMISSION

Attest:

Joel H. Beck

Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: Oak Terrace
Name of Applicant (entity): Oak Terrace LLC

I hereby certify that:

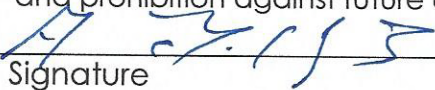
1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily 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 Development Authority (VHDA) 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.



Signature

Adrian Iglesias, Manager

Printed Name

03/06/2020

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

D

List of LIHTC Developments

(Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Oak Terrace LLC **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** N 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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Oak Terrace MM LLC **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** Y 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"
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1st PAGE TOTAL: 0 0 #DIV/0! **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

 Generation Housing Development, LLC Controlling GP (CGP) or 'Named' Managing 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 Amber Stone Apartments, Beeville TX	Crockett Estates, Ltd, (512) 971-9127	Y	54	54	6/1/2013	2/5/2014	N
2 Heartland Village, Sulphur Springs, TX	Heartland Village, Ltd, (512) 971-9127	Y	80	80	2/1/2015	8/1/2015	N
3 Windy Ridge Apartments, Austin, TX	TX RR620 Apartments, Ltd, (512) 971-9127	Y	120	120	6/21/2016	9/11/2017	N
4 Emma Finke Villas, Beeville, TX	TX Kennedy Apartments, Ltd, (512) 971-9127	Y	76	76	3/5/2017	1/10/2018	N
5 The Estates at Ellington, Houston, TX	TX Strawberry Apartments, Ltd, (512) 971-9127	Y	72	72	12/5/2016	11/21/2017	N
6 Trails of Brady, Brady, TX	THF Brady Housing, Ltd, (512) 971-9127	Y	72	72	12/31/2018	TBD	N
7 Reserve at Engel, New Braunfels, TX	Reserve at Engel Road, LLC, (512) 971-9127	N	96	96	12/29/2017	9/14/2018	N
8 EMLI at Liberty Crossing, Wilmer, TX	Liberty Crossing TC I, LP, (512) 971-9127	N	240	240	6/15/2019	TBD	N
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1st PAGE TOTAL: 810 810 **LIHTC as % of Total Units** 100%

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Adrian Iglesias Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y 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	Amber Stone Apartments, Beeville TX	Crockett Estates, Ltd, (512) 971-9127	Y	54	54	6/1/2013	2/5/2014 N
2	Heartland Village, Sulphur Springs, TX	Heartland Village, Ltd, (512) 971-9127	Y	80	80	2/1/2015	8/1/2015 N
3	Windy Ridge Apartments, Austin, TX	TX RR620 Apartments, Ltd, (512) 971-9127	Y	120	120	6/21/2016	9/11/2017 N
4	Emma Finke Villas, Beeville, TX	TX Kennedy Apartments, Ltd, (512) 971-9127	Y	76	76	3/5/2017	1/10/2018 N
5	The Estates at Ellington, Houston, TX	TX Strawberry Apartments, Ltd, (512) 971-9127	Y	72	72	12/5/2016	11/21/2017 N
6	Trails of Brady, Brady, TX	THF Brady Housing, Ltd, (512) 971-9127	Y	72	72	12/31/2018	TBD N
7	Reserve at Engel, New Braunfels, TX	Reserve at Engel Road, LLC, (512) 971-9127	N	96	96	12/29/2017	9/14/2018 N
8	EMLI at Liberty Crossing, Wilmer, TX	Liberty Crossing TC I, LP, (512) 971-9127	N	240	240	6/15/2019	TBD N
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1st PAGE TOTAL: 810 810 **LIHTC as % of Total Units** 100%

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

South Creek Investments, LLC **Controlling GP (CGP) or 'Named' Managing** Y
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"
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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

South Creek Ventures, LLC **Controlling GP (CGP) or 'Named' Managing** Y
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"
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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Charles Heritage Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y 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"
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1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

South Creek SC, LLC **Controlling GP (CGP) or 'Named' Managing** Y
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"
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ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Andrew Schryver Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y 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"
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LIHTC as % of
Total Units

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Hill Tide Housing Investments, LLC **Controlling GP (CGP) or 'Named' Managing** Y
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"
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1st PAGE TOTAL: 0 0 #DIV/0! **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Hill Tide Ventures, LLC **Controlling GP (CGP) or 'Named' Managing** Y
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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE
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**LIHTC as % of
Total Units**

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Robert Long Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y 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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Daniel Winters Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y 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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

INSTRUCTIONS:

- 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.
- 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.
- List only tax credit development experience since 2004 (i.e. for the past 15 years)
- Use separate pages as needed, for each principal.

Commonwealth Catholic Charities **Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*** N
 Principal's Name: 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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Oak Terrace
 Name of Applicant: Oak Terrace LLC

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 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Jay Brown Controlling GP (CGP) or 'Named' Managing Member of Proposed property? N
 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"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL: 0 0 #DIV/0! LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

E

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

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made as of this 3rd day of March, 2020, by and between South Creek Development, LLC, a North Carolina limited liability company (the “Assignor”) and Oak Terrace LLC, a Virginia limited liability company (the “Assignee”).

WHEREAS, Assignor entered into a Purchase and Sale Agreement dated as of February 17, 2020 (the “Contract”), with Heritage Acres X Suffolk, A Virginia Limited Partnership, as seller (the “Seller”) for the purchase of certain real property located in the City of Suffolk, Virginia, commonly known as 1140 Portsmouth Boulevard, and described more particularly in the Contract; and

WHEREAS, Assignor formed Assignee, for the purposes of purchasing the property subject to the Contract;

WHEREAS, Assignor now wishes to assign, and Assignee wishes to accept, the assignment of the Contract pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee, and the Assignee hereby accepts, all right, title, interest and liability under and to the Contract as Purchaser.
2. Assignee shall indemnify and hold Assignor harmless from any and all claims, costs, liabilities and causes of action of any kind pertaining to the Contract which may arise after the date of this Assignment Agreement.
3. The terms of this Assignment Agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Virginia.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

ASSIGNOR:

South Creek Development, LLC,
a North Carolina limited liability company

By: South Creek Ventures, LLC,
Its Manager

By: 
Name: Charles Heritage
Title: Manager

ASSIGNEE:

Oak Terrace LLC,
a Virginia limited liability company

By: Oak Terrace MM LLC,
Its Manager

By: 
Charles Heritage,
Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is executed to be effective as of the latest date set forth on the signature page of this Agreement (the "**Effective Date**"), by and between **SOUTH CREEK DEVELOPMENT, LLC**, a North Carolina limited liability company, 7204 W Friendly Ave, Suite C, Greensboro, North Carolina 27410, Attn: Charlie Heritage; Telephone: (336) 669-3587; email: Charlie.Heritage@southcreekdevelopment.com (together with its successors and/or assigns, "**Buyer**"); and **HERITAGE ACRES X SUFFOLK, A Virginia Limited Partnership**, Attn: C. Richard Cranwell, 111 Virginia Avenue, W. Vinton, VA 24179; Telephone: (540) 344-1000; email: crc@cranwellmoorelaw.com; with a copy to: Stephen W. Lemon, P. O. Box 13366, Roanoke, VA 24033, Telephone: (540) 982-1000, email: swlemon@martinhopkinsandlemon.com; and with a further copy to: W.F. Mason, Jr., 3131 Electric Road, Roanoke, VA 24018; Telephone: (540) 344-2017; email: wfmason@302lawoffice.com, (together with its successors and/or assigns, "**Seller**") (Buyer and Seller are collectively referred to as the "**Parties**", and each a "**Party**").

1. **Property.** On the terms herein set forth, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, that tract of land located at 1140 Portsmouth Boulevard, Suffolk, VA, as more particularly described on Exhibit A, attached hereto and made a part hereof (the "**Land**"), together with all easements, appurtenances and rights thereunto belonging, including without limitation, all of Sellers right, title and interest in and to (a) roads, alleys, easements, streets and rights-of-way bounding the Land, (b) rights of ingress and egress to and from the Land (including without limitation, Seller's right, title and interest in and to all applicable cross-access and reciprocal easements and/or agreements), and (c) oil, gas and other minerals lying on or under the Land (collectively, the "**Property**"). The exact legal description and acreage of the Land shall be determined by the Survey (hereinafter defined).
2. **Purchase Price.** The purchase price of the Property shall be \$2,100,000 (two million one hundred thousand dollars) (the "**Purchase Price**"), payable at Closing by Buyer, subject to the adjustments pursuant to the terms hereof.
3. **Title Company and Earnest Money.**
 - a. **Name and Amount.** Schell Bray, PLLC Title Company, 1500 Renaissance Plaza-230 North Elm Street, Greensboro, NC 27401, Attn: Christina Pearsall, email: cpearsall@schellbray.com; Phone: (336) 370-8800 (the "**Title Company**") will serve as the title company. Within five (5) business days of the date the Title Company provides notice that it has received a copy of this Agreement executed by both Parties, Buyer shall deposit the sum of \$20,000 with the Title Company as earnest money to be applied to the Purchase Price (the "**Earnest Money**"), subject to the terms and provisions of this Agreement. Buyer shall provide proof of deposit to Owner. If Buyer does not terminate this Agreement prior to the expiration of the Due Diligence Period (as hereinafter defined), on such date the Earnest Money shall be non-refundable to Buyer and released to the Seller, except as otherwise provided herein.
 - b. **Account.** The Earnest Money shall be held by the Title Company as escrow agent in an interest-bearing account, separate from other accounts, to be handled in accordance with the terms and conditions of this Agreement. All interest earned on the Earnest Money shall be added to and become part of the Earnest Money.

4. **Conditions Precedent.**

a. **Due Diligence Period.** Beginning on the Effective Date through 5:00 p.m. (EST) on March 30, 2020 (subject to extensions set forth in this Section 4, the "**Due Diligence Period**"), Buyer shall have the right to conduct inspections of the Property (the "**Due Diligence Investigations**") and its suitability, as determined by Buyer in its sole and absolute discretion, for Buyer's Use. The right to conduct Due Diligence Investigations includes, without limitation, the right of Buyer and Buyer's employees, agents, affiliates and contractors to enter upon any portion of the Property to make market studies, appraisals, needs assessments, take measurements, make inspections, conduct test borings, make boundary and topographical survey maps and to conduct geotechnical, soil, environmental, groundwater, wetland and other studies required by Buyer in its sole discretion, and to determine the existence and adequacy of utilities serving the Property, zoning and compliance with laws. No Due Diligence Investigations shall constitute a waiver or relinquishment on the part of Buyer of its rights under any covenant, condition, representation or warranty of Seller under this Agreement. Seller grants Buyer, and its agents, the right, during normal business hours, to inspect the Property, provided that Buyer shall and hereby does indemnify and hold Seller harmless from and against any loss or damage arising from such entry and provided further that Buyer warrants that any and all persons making such entry shall be on the premises for strictly business purposes and shall be covered by an appropriate workman's compensation insurance policy as well as liability insurance; this provision shall survive any termination of this Agreement as well as Closing. Buyer shall provide Seller with a minimum of 24 hours prior telephonic notice of any entry onto the Property to Seller at (540) 808.4414, including the timing and purpose of the entry, and Seller shall be entitled to have a representative present during any such entry. Notwithstanding the foregoing to the contrary, in no event shall Buyer be obligated to indemnify Seller for any damage caused by or resulting from any acts or omissions of Seller or its agents or any pre-existing condition of the Property discovered during Buyer's Due Diligence Investigations.

b. **Due Diligence Materials.** Within twenty (20) days of the Effective Date (the "**Delivery Date**"), Seller shall deliver to Buyer, at no cost to Buyer, each of the following items, if any, which are in the actual possession of Seller following a review of Seller's property files at their customary location (collectively, the "**Due Diligence Materials**"):

- (i) Current year and immediately prior year tax bills and evidence of payment of same through the Effective Date;
- (ii) Existing soil and groundwater tests;
- (iii) Title commitments, title policies and surveys;
- (iv) Leases, reciprocal easement agreements, service contracts and/or any other agreements in any way affecting the Property;
- (v) Environmental reports;
- (vi) Underground storage tank test results;
- (vii) Waste disposal records; permit records;

- (viii) Code violation notices and records;
- (ix) Traffic studies; and
- (x) All other engineering tests and other studies, reports, records and notices pertaining to the Property.

In the event the Property is not satisfactory to Buyer for any reason in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by delivering written notice thereof to Seller prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to the terms hereof), and Buyer shall receive a full and prompt refund of the Earnest Money, together with accrued interest thereon and neither party shall have any further rights, duties or obligations hereunder other than the indemnity obligations of Buyer under Section 4.a.

c. Title and Survey.

(i) During the Due Diligence Period, Buyer shall obtain at its sole costs and expense a title commitment (the "**Commitment**") and, at its sole election, a survey ("**Survey**") of the Property. If any of the title exceptions disclosed in the Commitment or the Survey are not satisfactory to Buyer, then Buyer may give Seller written notice of the items that Buyer finds unacceptable (the "**Title Objections**") before the expiration of the Due Diligence Period. Seller shall have fifteen (15) days after such notice from Buyer to deliver written notice to Buyer that it either agrees to cure the Title Objections within thirty (30) days or to advise Buyer that it will not so cure the Title Objections. All Title Exceptions to which Buyer does not object or which are deemed waived and accepted by Buyer, as herein provided, are collectively referred to as the "**Permitted Exceptions**".

(ii) If Seller does not agree to cure one or more of the Title Objections (and Seller's failure to respond in writing shall be deemed to be an agreement not to cure the Title Objections), Buyer may either (A) accept title to the Property subject to the Permitted Exceptions without a reduction in the Purchase Price, or (B) terminate this Agreement by delivering written notice to Seller and receive a full and prompt refund of the Earnest Money, together with accrued interest thereon and neither party shall have any further rights, duties or obligations hereunder other than the indemnity obligations of Buyer under Section 4.a.

(iii) Buyer may date down title prior to Closing and reserves the right to object to any title matters that arise after the Effective Date utilizing the same procedure as set forth above.

(iv) Notwithstanding any other provision of this Agreement to the contrary, including without limitation whether or not Buyer includes such items in its schedule of Title Objections, Seller shall have the unconditional obligation to remove, discharge, pay and/or cure, as applicable, at no cost to Buyer, all (A) title matters that are a lien for the payment of money and (B) title matters that arise from the actions of Seller after the Effective Date, and none of such items shall be deemed Permitted Exceptions.

d. Governmental Approvals. Buyer may, at its option and expense, prepare and after obtaining Seller's consent not to be unreasonably withheld, submit applications for, and seek to obtain approval by the applicable governmental authorities and/or third parties of, approvals, permits, licenses, easements and agreements required for Buyer's Use, including without limitation, those for utilities, zoning, special uses, building construction, access, platting, easements, site construction and off-site improvements (collectively, the "**Governmental Approvals**"), including without limitation, appropriate re-zoning if necessary. Seller shall cooperate with Buyer in connection with the preparation of the applications and seeking the Governmental Approvals, including without limitation, the timely execution and delivery of all applications, documents, plats and instruments required by the applicable governmental authorities and/or third parties, provided that Seller shall not be obligated to incur any cost or expense in connection therewith and subject to Seller's approval, not to be unreasonably withheld.

e. Other Conditions. It shall be a condition precedent to Buyer's obligation to close this transaction and purchase the Property that all of the following are timely satisfied:

(i) Representations and Warranties. At Closing, all of the representations and warranties of Seller shall be true in all material respects.

(ii) No Liens. At Closing, there shall be no unpaid charges, debts, liabilities, claims or obligations of Seller related to the Property, or any portion thereof, which could give rise to any mechanics', materialmen or other statutory lien against any portion of the Property other than those that will be paid or otherwise satisfied by Seller at Closing or arise by, through or under the actions of Buyer, and possession of the Property, free of all tenancies, leases and occupants, shall be delivered to Buyer at Closing.

(iii) Governmental Approvals. Prior to Closing, Buyer shall have received all Governmental Approvals applied for by Buyer which are necessary in order for Buyer to develop and operate the Property for its intended purpose as a multifamily residential project ("**Buyer's Use**").

(iv) Zoning. At Closing the Property shall be zoned Residential Urban.

f. Termination. In the event that any condition precedent in Section 4.e is not satisfied by the date specified in Section 4.e, Buyer shall have the right to terminate this Agreement, receive a full and prompt refund of the Earnest Money, together with accrued interest thereon and neither party shall have any further rights, duties or obligations hereunder other than the indemnity obligations of Buyer under Section 4.a.

g. Extensions. Buyer shall have the right to extend the Due Diligence Period for one period beyond the expiration of the Due Diligence Period, down to and including the later of July 31, 2020 or the date of Buyer's receipt of 9% low-income housing tax credit reservation documents from Virginia Housing Development Authority ("**VHDA**") by Buyer providing written notice of such extension to Seller prior to the expiration of the initial Due Diligence Period and the payment therewith of an additional \$30,000 (the "**Additional Earnest Money**") to the Escrow Agent which shall be held as and become a part of the Earnest Money. In no event shall the extension of the Due Diligence Period extend beyond December 15, 2020. The Earnest Money and Additional Earnest Money will become non-refundable (except in the event of Seller default

hereunder) in the event Buyer fails to terminate this Agreement prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to the terms hereof). If the Due Diligence Period is properly extended by Buyer, Buyer may terminate this Agreement and receive a return of the Earnest Money and Additional Earnest Money upon providing written notice to Seller prior to the expiration of the Due Diligence Period (as the same may be extended pursuant to the terms hereof), whereupon neither party shall have any further rights, duties or obligations hereunder other than the indemnity obligations of Buyer under Section 4.a. Both the Earnest Money and Additional Earnest Money shall be credited against the Purchase Price in the event of Closing.

5. **Closing.**

a. **Delivery of Documents.** The conveyance of the Property and the closing of the transaction herein described (the "**Closing**") shall take place on or before December 15, 2020 (the "**Closing Date**"), in escrow at the offices of the Title Company (or such other manner and/or location mutually acceptable to Buyer and Seller).

(i) **Seller shall deliver at Closing:** (A) a special warranty deed conveying good, marketable and indefeasible fee simple title in and to the Property to Buyer (or its designee) subject only to the Permitted Exceptions (the "**Deed**"); (B) a lien affidavit acceptable to the Title Company on standard form; (C) an affidavit of non-foreign status; (E) any other usual and customary affidavits or documents required by the Title Company to delete the so-called standard exceptions to the Title Policy (other than matters of survey); and (F) such other reasonable and customary documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transactions contemplated hereby and for the Title Company to issue the Title Policy in the form required by this Agreement provided that same do not extend additional liability or incur additional cost to Seller.

(ii) **Buyer shall deliver at Closing:** (A) the remaining balance of the Purchase Price as provided by this Agreement; and (B) such other documents, instruments, certifications and confirmations as may be reasonably required to fully effect and consummate the transaction contemplated hereby.

b. **Prorations.** Buyer and Seller shall prorate all Property taxes, personal property taxes and all other assessments related to the Property as of the Closing Date (collectively, the "**Taxes**"), with the Closing Date being treated as a day of ownership by Buyer. If any final tax bill is not available at Closing, the Taxes shall be prorated based upon the latest available tax assessment(s) for the Property. If any of the amounts set forth in the final bill for the Taxes are different than the amounts prorated at Closing, the Taxes shall be re-prorated and the difference shall either be proportionately refunded to Seller or paid by Seller to Buyer, as applicable. Notwithstanding anything to the contrary set forth in this Agreement, Seller shall pay on or before the Closing Date all Taxes for previous tax years and all other preceding periods for which any Taxes are due or payable. This Section 5.b shall survive the Closing and delivery of the Deed.

c. **Costs.** Seller shall pay the cost of preparing the warranty deed and the grantor's tax imposed by Virginia law. Buyer shall pay the cost of its investigations of the Property, including examination of title and survey, the grantee's tax imposed by Virginia law and the recording costs for the warranty deed. Each party shall be responsible for its own

attorney's fees. All other expenses as may arise shall be allocated as customary in Suffolk, Virginia.

d. Seller's Obligations Prior to Closing. At all times until Closing, Seller shall maintain indefeasible fee simple legal title to the Property free and clear of any and all defects, liens, and encumbrances of every kind and nature (other than the Permitted Exceptions and liens and encumbrances that will be released at Closing).

e. Condemnation. If, prior to Closing, condemnation proceedings are commenced against any portion of the Property, Buyer shall have the right to either (i) terminate this Agreement by delivering written notice to Seller within fifteen (15) days of Buyer's receipt of written notice from Seller of such condemnation proceedings, receive a full and prompt refund of the Earnest Money, together with accrued interest thereon and neither party shall have any further rights, duties or obligations hereunder other than the indemnity obligations of Buyer under Section 4.a; or (ii) elect not to terminate the Agreement and proceed to close with no reduction in the Purchase Price and be entitled to an assignment of all condemnation proceeds.

f. Roll Back Taxes. Seller shall be fully responsible for the payment of any land use (rollback) taxes on the Property. The provisions of this Section 5.e shall survive Closing for a period of eighteen (18) months.

6. **Defaults and Remedies.**

a. SELLER DEFAULT. IF SELLER FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR OTHERWISE BREACHES ANY OF THE TERMS, COVENANTS, AGREEMENTS, REPRESENTATION OR WARRANTIES CONTAINED IN THIS AGREEMENT, THEN (I) BUYER MAY TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE THEREOF TO SELLER, WHEREUPON THE EARNEST MONEY SHALL BE IMMEDIATELY REFUNDED AND RETURNED TO BUYER, TOGETHER WITH ACCRUED INTEREST THEREON AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS, DUTIES OR OBLIGATIONS HEREUNDER OTHER THAN THE INDEMNITY OBLIGATIONS OF BUYER UNDER SECTION 4.A, AND SELLER SHALL REIMBURSE BUYER FOR ALL REASONABLE OUT-OF-POCKET EXPENSES AND COSTS INCURRED BY BUYER IN CONNECTION WITH ITS EFFORTS TO PURCHASE AND FINANCE THE PROPERTY, OR (II) BUYER MAY ENFORCE THE TERMS AND CONDITIONS OF THIS AGREEMENT BY SEEKING SPECIFIC PERFORMANCE OF THIS AGREEMENT PROVIDED THAT ANY ACTION FOR SPECIFIC PERFORMANCE SHALL BE FILED BY BUYER WITHIN NINETY (90) DAYS OF THE DEFAULT.

b. BUYER DEFAULT. IF BUYER FAILS TO PERFORM IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR OTHERWISE BREACHES ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN THIS AGREEMENT, THEN, AS SELLER'S SOLE AND EXCLUSIVE REMEDY, SELLER MAY TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE THEREOF TO BUYER, THE EARNEST MONEY SHALL BE FORFEITED BY BUYER AND DELIVERED TO SELLER, TOGETHER WITH ACCRUED INTEREST THEREON, AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY. SELLER ACKNOWLEDGES AND AGREES THAT THE EARNEST MONEY IS A FAIR AND EQUITABLE AMOUNT FOR SELLER TO RECEIVE SINCE SELLER WILL HAVE CHANGED ITS POSITION IN RELIANCE ON BUYER COMPLETING THE TRANSACTION HEREIN DESCRIBED, WILL HAVE HELD THE PROPERTY OFF THE MARKET FOR AN EXTENDED PERIOD OF TIME IN RELIANCE UPON BUYER'S ABILITY TO CLOSE THIS TRANSACTION AND THE DAMAGES SUSTAINED BY SELLER IN SUCH CASE WOULD NOT OTHERWISE BE REASONABLY

ASCERTAINABLE. SELLER WAIVES THE RIGHT TO EXERCISE ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO SELLER BECAUSE OF A DEFAULT BY BUYER, AT LAW AND/OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE RIGHT TO SUE BUYER FOR ADDITIONAL DAMAGES OR SEEK SPECIFIC PERFORMANCE.

7. **Seller's Representations and Warranties**. Seller represents and warrants to Buyer that:

- a. **Title**. Seller is the owner of good, marketable and indefeasible fee simple title in and to the Property subject only to matters of record, and Seller has been the only owner of the Property during the 36-month period preceding the Effective Date.
- b. **Authority; Enforceability**. Seller has the capacity and authority to execute this Agreement and perform its obligations under this Agreement. This Agreement constitutes a legal and valid binding obligation of Seller, enforceable against Seller in accordance with its terms. All action necessary to authorize Seller's execution (and execution by the individual executing this Agreement on behalf of Seller), delivery and performance of this Agreement has been taken and such action has not been rescinded or modified.
- c. **Hazardous Substances**. To the best of the Seller's actual knowledge (which is limited to the knowledge of David Branch), there are no and there have been no wetlands (beyond any shown on public databases), oil or gas wells (capped or uncapped) or underground storage tanks (in use or abandoned) on or about the Property and/or land adjacent to the Property. To the best of the Seller's actual knowledge (which is limited to the knowledge of David Branch), neither Seller nor any prior owner or occupant of the Property has: (i) caused or permitted, and Seller has received no notice and has no actual knowledge of, the generation, manufacture, refinement, transportation, treatment, storage, deposit, release, salvage, installation, removal, disposal, transfer, production, burning or processing of Hazardous Substances (as hereinafter defined) on, under or about the Property; (ii) caused or permitted, and Seller has received no notice and has no actual knowledge of, the Release (as hereinafter defined) or existence of any Hazardous Substance on, under or affecting the Property; or (iii) received notice or has any knowledge of, any substances or conditions on, under or affecting the Property or any adjacent property which may support any claim or cause of action, whether by a governmental agency or any other person or entity, under any applicable federal, state or local law, rule ordinance or regulation related to Hazardous Substances. For the purpose of this Agreement, the terms "**Hazardous Substances**" and "**Release**" shall have the same meaning as set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 *et seq.*; provided, however, that the definition of Hazardous Substances shall also include petroleum and related by-products, hydrocarbons, radon, asbestos, urea formaldehyde, polychlorinated biphenyl compounds and any other substance considered hazardous to humans or the environment.
- d. **Leases; Options**. (i) There are no outstanding written or oral leases, easements and/or other types of agreement in any way affecting the Property that are not recorded in the Real Property Records of Suffolk, VA, (ii) no person or entity has any unrecorded right with respect to all or any portion of the Property (whether by option to purchase, easement, right of first refusal, contract or otherwise) that may prevent or interfere with Buyer taking title to, and exclusive possession of, all of the Property at Closing, and (iii) Seller shall not enter into any new lease, easement or other

contract with respect to the Property during the pendency of this Agreement that is not terminable upon demand without Buyer's prior written consent, which may be given or withheld by Buyer in Buyer's sole and absolute discretion.

e. No Notices. Seller has not received any notice of, and to the best of its knowledge, there are no (i) proposed special assessments, condemnation or changes in the roads adjacent to the Property; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

f. Access. Seller has not received any notice of any existing or proposed plans to widen, modify or realign any street adjoining the Property, and the Property has full and free access to and from public highways, streets and roads. Seller has no knowledge of any pending or threatened proceeding by any governmental authority, or any other fact or condition, which would limit or result in the termination of the Property's access to and from such public highways, streets and roads.

g. Owners' Association. The Property is not subject to mandatory membership in a property owners' association.

h. Litigation. Seller has no knowledge of any pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever relating to the Property; and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

i. Performance under Leases and Service Contracts. During the pendency of this Agreement, Seller will perform its material obligations under all agreements that affect the Property.

j. Insurance. During the pendency of this Agreement, Seller shall maintain all insurance Seller was carrying on the Effective Date.

k. Foreign Person. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

Seller shall fully disclose to Buyer, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the Closing Date that may affect the representations and warranties set forth above. The representations and warranties of Seller contained herein shall survive the Closing and delivery of the Deed for a period of six (6) months.

8. **Miscellaneous.**

a. Plans and Approvals. Buyer shall have the right to file, at Buyer's expense, any and all applications and plans necessary to obtain building permits and/or any other agreement, assurance, approval or permit from any and all governmental authorities having jurisdiction over the Property that Buyer deems appropriate in connection with the Buyer's Use. Seller agrees, at no cost or expense to Seller, to join in the execution of any application required in order to obtain any such agreement, assurance, permit or approval (or file such application individually if the relevant governmental authority shall so require) in connection with Buyer's Use.

- b. Notices and Deadline Dates. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant to this Agreement shall be in writing and shall be (i) delivered personally, (ii) sent or by overnight express courier, postage prepaid, or (iii) sent by facsimile or electronically (e-mail), provided there is proof of delivery, each addressed to the Parties at their respective addresses set forth above, and the same shall be effective upon receipt if delivered personally, by overnight courier or by facsimile or electronically (with proof of delivery). A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith. If any deadline under this Agreement falls on a Saturday, Sunday or legal holiday (which for purposes of this Agreement shall be not be considered a "**business day**"), the deadline shall be extended to the next business day.
- c. Attorneys' Fees. In the event either Party brings an action at law or other proceeding permitted under the terms of this Agreement against the other Party in order to enforce or interpret any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement or by reason of any breach or default hereunder or thereunder, the Party prevailing in any such action or proceeding shall be paid all reasonable costs and expenses, including without limitation reasonable attorneys' fees, by the non-prevailing Party.
- d. Assignment; Binding Agreement. Seller may not assign this Agreement without the written consent of Buyer. Buyer may not assign this Agreement without Seller's written consent except to an entity wholly-owned or controlled by the principals of Buyer or the members / stockholders of Buyer and any permitted assignment shall not release Buyer from its obligations and duties hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assignees. This Agreement constitutes the entire agreement between the Parties, and supersedes any and all prior agreements, arrangements and understanding between the Parties. This Agreement may only be amended by a written agreement executed by all of the Parties.
- e. Brokers and Commissions. In the event that the transaction described herein is consummated, Seller shall pay a real estate commission of four (4%) percent of the Purchase Price to MKB Realtors and four (4%) percent of the purchase price to Dominion Commercial, LLC (collectively "**Broker**"). The commission shall only be earned upon the closing of the transaction. Except as provided herein, Buyer and Seller each warrant and represent to the other that it has not dealt or engaged a real estate broker or other party that is entitled to a finder's fee or a commission in connection with this transaction. Buyer and Seller agree to indemnify and hold harmless the others and defend the others from and against any claim, loss, damage, liability, cost and expense (including, without limitation, reasonable attorney's fees) resulting from the claims of any broker or party that shall involve a breach of the foregoing warranties and representations.
- f. Marketing. During the term of this Agreement, Seller may continue to market the property and accept back-up offers from other purchasers in each case subject to this Agreement.
- g. Due Diligence Materials: In the event Buyer elects to terminate this Agreement, Buyer shall deliver, within ten (10) days, copies of all due diligence materials to Seller, including but not limited to surveys, environmental studies, appraisals and engineering plans.

h. Effect of Termination. This Agreement shall be void and of no further force and effect upon any proper termination under the terms hereof (other than terms herein that specifically provide that they survive the termination of this Agreement).

i. Multiple Counterparts. This Agreement may be executed in one or more counterparts, and all so executed shall constitute one and the same agreement, binding upon the Parties, and notwithstanding that all of the Parties are not signatories to the same counterparts.

j. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ITS CONFLICT RULES. VENUE AND JURISDICTION FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL BE EXCLUSIVELY IN THE COMMONWEALTH OF VIRGINIA.**

k. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement, a legal, valid and enforceable provision that is as similar in terms to such illegal, invalid or unenforceable provision as is possible.

l. Complete Understanding. This Agreement represents the complete understanding between the Parties as to the subject matter hereof and supersedes all prior negotiations, statements and agreements, either written or oral, between the Parties. No inducements, representations, statements or agreements have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. Neither Party has any right to rely on any other prior or contemporaneous statements and/or agreements made by anyone concerning this Agreement that are not set forth herein.

9. **Tax Credit and Bond Provisions**. Notwithstanding anything to the contrary set forth in this Agreement or otherwise:

a. Tax Credits and Bonds. The Parties hereby acknowledge that Buyer intends to (i) apply for and syndicate certain low-income housing tax credits (whether under state or federal law, collectively, "**Tax Credits**") with the assistance of the appropriate housing agency of the state in which the Land is located (the "**Housing Agency**"); and, notwithstanding any contrary provision provided in this Agreement, in the event Buyer believes in good faith that it will not secure the Tax Credits from the Housing Agency, Buyer shall have the right to terminate this Agreement on or before July 30, 2020 by delivering written notice to Seller and receive a full and prompt refund of the Earnest Money and Additional Earnest Money (if applicable).

b. Seller Cooperation. Seller hereby agrees to assist Buyer, at Buyer's sole cost and expense, in obtaining and submitting such information as is necessary to apply for or obtain the Tax Credits and/or the Bond Financing to the extent such information is available to Seller and not to Buyer.

10. Condition of Property. Except for the warranties and representations expressly set forth in this Agreement, Buyer is acquiring the property **AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS**. Buyer acknowledges and agrees that Seller (or any agent of Seller) has not made and does not make, and Seller specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future.

11. Government Listing. Each of Seller and Buyer hereby represents, warrants and covenants to the other that they are not, as of the date of this Agreement, and shall not be as of Closing (a) in violation of any Anti-Terrorism Law (as defined below), (b) conducting any business or engaging in any transaction or dealing with any Prohibited Person (as defined below), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (c) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224 (as defined below) or any other Anti-Terrorism Law, (d) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law, or (e) a Prohibited Person, nor are any of its partners, members, managers, officers, shareholders or directors a Prohibited Person.

12. Time Is Of The Essence. TIME IS OF THE VERY ESSENCE OF THIS AGREEMENT.

13. Relinquished Property Contract. Seller may desire to exchange, for other property of like kind and qualifying use within the meaning of Section 1031 of the Internal Revenue code of 1986, as amended and the Regulations promulgated thereunder, fee title in the Property. Seller expressly reserves the right to assign its rights, but not its obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k)-1(g)(4) on or before the closing date.

[Signatures begin on the next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Buyer:

SOUTH CREEK DEVELOPMENT, LLC,
an NORTH CAROLINA limited liability company

By: South Creek Ventures, LLC, Manager


By: 
Name: Charlie Heritage
Its: Manager

Date: 2/11/2020

Seller:

HERITAGE ACRES X SUFFOLK,
a VIRGINIA Limited Partnership

By: Heritage Acres Suffolk Corporation, A VIRGINIA Corporation,
its General Partner

By: 
Name: W.F. Massey Jr.
Title: President

Date: 2/17/2020

EXHIBIT A

Legal Description

All that tract or parcel of land lying and being in the City of Suffolk, Virginia and more particularly described as Lot 1 on subdivision plat entitled "Minor Subdivision of Heritage Acres, Sleepy Hole Borough, City of Suffolk, Virginia", prepared by Mark L. Beall, LS No. 1613, bearing date June 18, 2013, recorded in the City of Suffolk Circuit Court Clerk's Office in/as Instrument No. 150062360 (the "Plat") incorporated herein and by reference and to which references made for a more particular description of the herein described property.

Being the property conveyed to Heritage Acres x Suffolk by Instrument recorded in the aforesaid Clerk's Office as Instrument No. 150063498.



City of Suffolk, Real Estate Assessments

Account No.: 306002887 **Property Address:** 1140 PORTSMOUTH BL
Subdivision: Misc Commercial **Lot/Acre:** 12.82 Acres
Legal Desc.: L.1,HERITAGE ACRES **Tax Rate:** \$1.110 per \$100 of assessed value.
Map No.: 35*111*A **Class Code:** 0004
Owner Name: HERITAGE ACRES X SUFFOLK
Mailing Address: 110 DRAPER RD, NW BLACKSBURG VA 24060

Transfer History

<u>Sale Date</u>	<u>Price</u>	<u>Deed Book</u>	<u>Page</u>	<u>Doc. Num.</u>
July 8, 2015	\$0	00000	00000	150063498
August 15, 2012	\$0	00000	00000	000157790
Date is not on record	\$0	00000	00000	

Assessed Values

	<u>FY 19/20</u>	<u>FY 18/19</u>
Land:	\$610,600	\$610,600
Building:	\$0	\$0
Land Use:	\$0	\$0
Total Assessed Value:	\$610,600	\$610,600

Structure Details

Use: Default Vacant

Style:

Square Feet: 0

Year Built:

Bedrooms:

Type of Heat:

Full Bathrooms:

Half Bathrooms:

Roof Type:

Roof Cover:

Exterior:

Floor Cover:

Fireplace 1:

Fireplace 2:

F

Third-Party 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 VHDA.

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 VHDA 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 VHDA 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 VHDA.

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

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

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

Enterprise Green Communities - The 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: 3/6/20

Printed Name: Matt Waring
RESNET Rater

Resnet Provider Agency
Viridiant

Signature 

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

Home Energy Rating Certificate

Projected Report

Rating Date:
 Registry ID:
 Ekotrope ID: 0vQWooeL

HERS® Index Score:

63

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

Annual Savings

\$697

*Relative to an average U.S. home

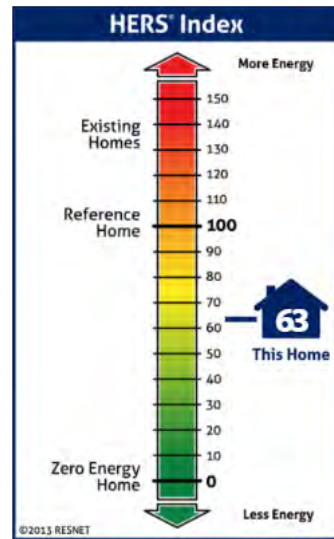
Home:
 1140 Portsmouth Blvd
 Suffolk, VA 23434

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.8
Cooling	1.2
Hot Water	6.1
Lights/Appliances	14.9
Service Charges	
Generation (e.g. Solar)	0.0
Total:	26.0

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:	1,025 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	40 CFM • 23 Watts
Duct Leakage to Outside:	51.25 CFM @ 25Pa (5 / 100 s.f.)
Above Grade Walls:	R-18
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
 RESNET ID: 2279319

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

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



Stacey Smith

Stacey Smith, Certified Energy Rater
 Digitally signed: 3/6/20 at 10:56 AM

G

Zoning Certification Letter
(MANDATORY)



PINNACLE GROUP ENGINEERING, INC.

CIVIL ENGINEERING

Zoning Certification

DATE: 03/11/20

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

RE: ZONING CERTIFICATION

Name of Development: Oak Terrace
Name of Owner/Applicant: Oak Terrace LLC
Name of Seller/Current Owner: Heritage Acres X Suffolk, A Virginia Limited Partnership

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:
1140 Portsmouth Boulevard, Suffolk, Virginia 23434

Legal Description:

All that tract or parcel of land lying and being in the City of Suffolk, Virginia and more particularly described as lot 1 on subdivision plat entitled "Minor Subdivision of Heritage Acres, Sleepy Hole Brough, City of Suffolk, Virginia," prepared by Mark L. Beall, LS NO. 1613, bearing date June 18, 2013, recorded in the City of Suffolk Circuit Court Clerk's Office in/as instrument No. 150062360 (the "Plat") incorporated herein and by reference and to which reference made for a more particular description of the herein described property. Being the property conveyed to Heritage Acres X Suffolk by Instrument recorded in the aforesaid Clerk's Office as Instrument No. 150063498.

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction	# Units <u>120</u>	# Buildings <u>6</u>	<u>155,846</u> Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse	# Units _____	# Buildings _____	_____ Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation	# Units _____	# Buildings _____	_____ Approx. Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: RU, Residential Urban allowing a density of 10.9 units per acre, and the following other applicable conditions:

Other Descriptive Information:

Zoning will allow for the development of 120 multi-family units in 5 buildings and a clubhouse with a community room that is a minimum of 750 square feet.

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.



Signature

E. Rodney Flores, P.E.

Printed Name

President

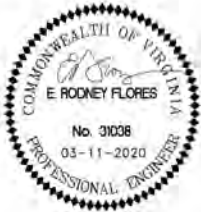
Title of Local Official or Civil Engineer

757-424-7724

Phone:

March 11, 2020

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.

H

Attorney's Opinion
(MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6915
adomson@williamsmullen.com

March 11, 2020

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

RE: 2020 Tax Credit Reservation Request

Name of Development: Oak Terrace
Name of Owner: Oak Terrace LLC

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 11, 2020 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

WILLIAMS MULLEN

March 11, 2020
Page 2

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

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

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

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("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.

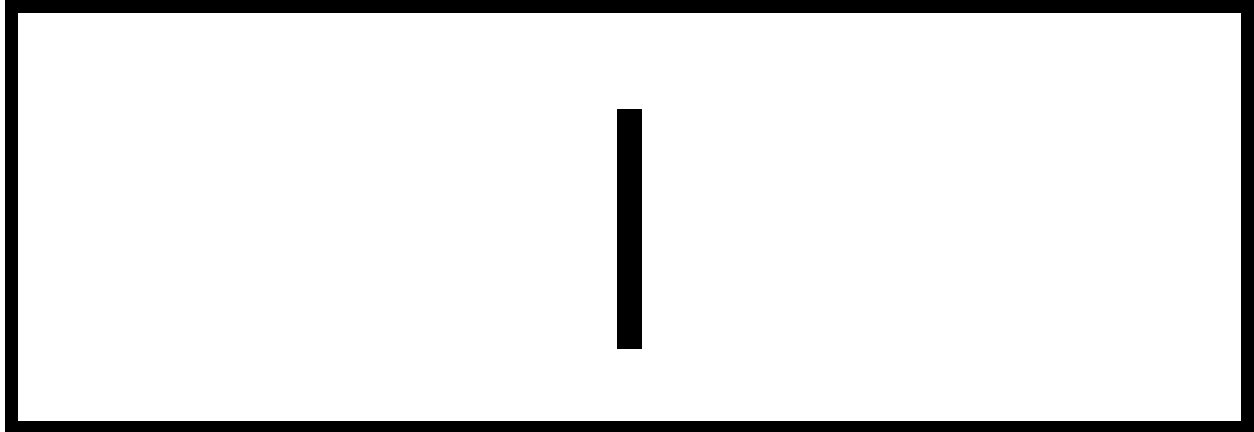
WILLIAMS MULLEN, A Professional Corporation



By: _____

Allison T. Domson

Its: Shareholder



Nonprofit Questionnaire

(MANDATORY for points or pool)



Non-profit Questionnaire

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

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

1. General Information

- a. Name of development: Oak Terrace
- b. Name of owner/applicant: Oak Terrace LLC
- c. Name of non-profit entity: Commonwealth Catholic Charities
- d. Address of principal place of business of non-profit entity:
1601 Rolling Hills Drive, Richmond, VA

Indicate funding sources and amount used to pay for office space:
Fee for services, grants, contracts, private philanthropy. Total occupancy budget is \$485,155.

- e. Tax exempt status: 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of non-profit (must be prior to application deadline); 10/1923
evidenced by the following documentation:

Certificate of Incorporation

- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
6/2/2017
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
Commonwealth Catholic Charities exists to conduct and operate as a social services organization and to provide such services to persons in need in areas as designated by the board. At the January 25, 2013 meeting of the Board of Directors, the board approved the agency's request to begin planning and preparing to develop affordable housing for low-income residents of our service area.
- i. Expected life (in years) of non-profit:
Commonwealth Catholic Charities will exist in perpetuity.

Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:
Commonwealth Catholic Charities will continue to operate services for vulnerable individuals and families across our service area. Our lines of service include children's services (foster care, adoption, counseling), counseling services, housing services (housing counseling, financial assistance, homeless services), and refugee resettlement services. CCC will continue to build affordable housing capacity to develop affordable housing in the communities we serve.
-
- k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?
157 How many part time, paid staff members? 43

Describe the duties of all staff members:

See Attachment A.

-
- l. Does the non-profit share staff with any other entity besides a related non-profit described above?
 Yes No If yes, explain in detail:

-
- m. How many volunteers does the non-profit and, if applicable, any related non-profit have?
165 in FY19

- n. What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development
Fees for service, government grants & contracts - 84.5%
Monetary Contributions, Foundations, Churches, Catholic Diocese - 12.0%
In Kind Donations - 2.4%
Special Events - 0.8%

- o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:

See Attachment B.

2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:
See Attachment C for a comprehensive history of Commonwealth Catholic Charities.
-

Non-profit Questionnaire, cont'd

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

Yes No If yes, explain in detail:

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

Yes No If yes, explain:

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

Yes No If yes, explain:

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

Yes No, If yes, explain:

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

Yes No

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

Commonwealth Catholic Charities has provided compassionate human services to all people, regardless of faith, for over 90 years with a remarkable track record of success in all lines of service. CCC has been building capacity to develop affordable housing since 2013.

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

N/A

3. Non-profit Involvement

Non-profit Questionnaire, cont'd

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

Yes No

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

Yes No

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

Yes No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:

CCC will own 10% of the general partnership interest.

- b. (i) Will the non-profit be the managing member or managing general partner?
 Yes No If yes, where in the partnership/operating agreement is this provision specifically referenced?

- (ii) Will the non-profit be the managing member or own more than 50% of the general partnership interest? Yes No

- c. Will the non-profit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?

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

The right of first refusal is set forth in a separate Purchase Option and Right of First Refusal.

Recordable agreement attached to the Tax Credit Application as TAB V

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

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

Yes No If yes,

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

Commonwealth Catholic Charities will provide assistance with community engagement, liaise with local officials, and assist with marketing the property to its service population.

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or

Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

Commonwealth Catholic Charities will offer rental housing counseling, financial coaching and education, home-ownership counseling, and employment services to residents.

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

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

The project is being developed in response to market research and an identified demand.

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

Commonwealth Catholic Charities will own 10% of Oak Terrace MM LLC, the managing member of Oak Terrace LLC.
South Creek Investments LLC will own 64% of Oak Terrace MM LLC, the managing member of Oak Terrace LLC.
Generation Housing Development LLC will own 26% of Oak Terrace MM LLC, the managing member of Oak Terrace LLC.

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

The non-profit will assist in contacting low income tenants to serve. The non-profit has entered into a Right of First Refusal Agreement. South Creek Development LLC will lead the development of the proposed project, including construction, operations, and management.

- h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? Yes No If yes, (i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

South Creek Development LLC is overseeing all aspects of the development process.

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

South Creek Development approached CCC to discuss the possibility of a mutually beneficial partnership.

- i. Will the non-profit or the Owner (as identified in the application) pay a joint venture partner

Non-profit Questionnaire, cont'd

or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.

Commonwealth Catholic Charities will be entitled to 6% of each payment of Development Fee. The Owner will pay South Creek Development, LLC a developer fee as shown in the application. The Owner will pay Astoria, LLC a consultant fee as shown in the application.

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

-
- k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow? Yes No If yes, explain:

South Creek Investments LLC and Generations Housing Development LLC will receive a portion of the excess net cash flow, if any, as shown in the Operating Agreement of the Owner.

- l. Will any member of the board of directors, officer, or staff member of the non-profit participate in the development and/or operation of the proposed development in any for-profit capacity? Yes No If yes, explain:

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

N/A

- n. Is the non-profit involving any local, community based non-profit organizations in the development, role and operation, or provision of services for the development? Yes No If yes, explain in detail, including the compensation for the other non-profits:
-

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the non-profit to do business in Virginia? Yes No

- b. Define the non-profit's geographic target area or population to be served:

Commonwealth Catholic Charities serves communities in Eastern, Central, and Southwest Virginia. CCC has offices in Newport News, Norfolk, Richmond, Petersburg, Charlottesville, Roanoke, and Norton.

- c. Does the non-profit or, if applicable, related non-profit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?

Yes No If yes, or no, explain nature, extent and duration of any service:

Commonwealth Catholic Charities has provided social services to the residents of Virginia for over 90 years. In the Richmond Metro area, CCC operates services for persons experiencing homelessness, HUD certified housing and financial counseling, behavioral counseling, foster care, adoption services, refugee resettlement, and translation services.

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

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

Yes No

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

Yes No If yes, explain:

Commonwealth Catholic Charities has a significant revenue base in the target community, including local churches and foundations and the Catholic Diocese of Richmond.

- g. Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? Yes

No If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

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

(i) low-income residents of the community? Yes No

Non-profit Questionnaire, cont'd

- (ii) elected representatives of low-income neighborhood organizations? Yes No
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)? Yes No
- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? Yes No If yes, explain the meeting schedule:
CCC's Board of Directors meets quarterly. Board meetings are not open to the public.
-
- k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? Yes No
- l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? Yes No If yes, explain in detail:
-
- m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? Yes No If yes, explain:
-
- n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
See Schedule A and the Previous Participation Certification.
-
- o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? Yes No If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).
-
- p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? Yes No If yes, explain:
-

Non-profit Questionnaire, cont'd

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds? Yes No If yes, explain:

r. Has the non-profit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources? Yes No If yes, explain the need identified:

s. Has the non-profit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community? Yes No If yes, explain the plan:

5. Attachments

Documentation of any of the above need not be submitted unless requested by VHDA

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

3/11/2020

Date

Oak Terrace LLC

Owner/Applicant

By: Oak Terrace MM LLC, its Manager

By: 

Its: Manager

Title

3/11/2020

Date

Commonwealth Catholic Charities

Non-profit

By: Cliona Mary Robb

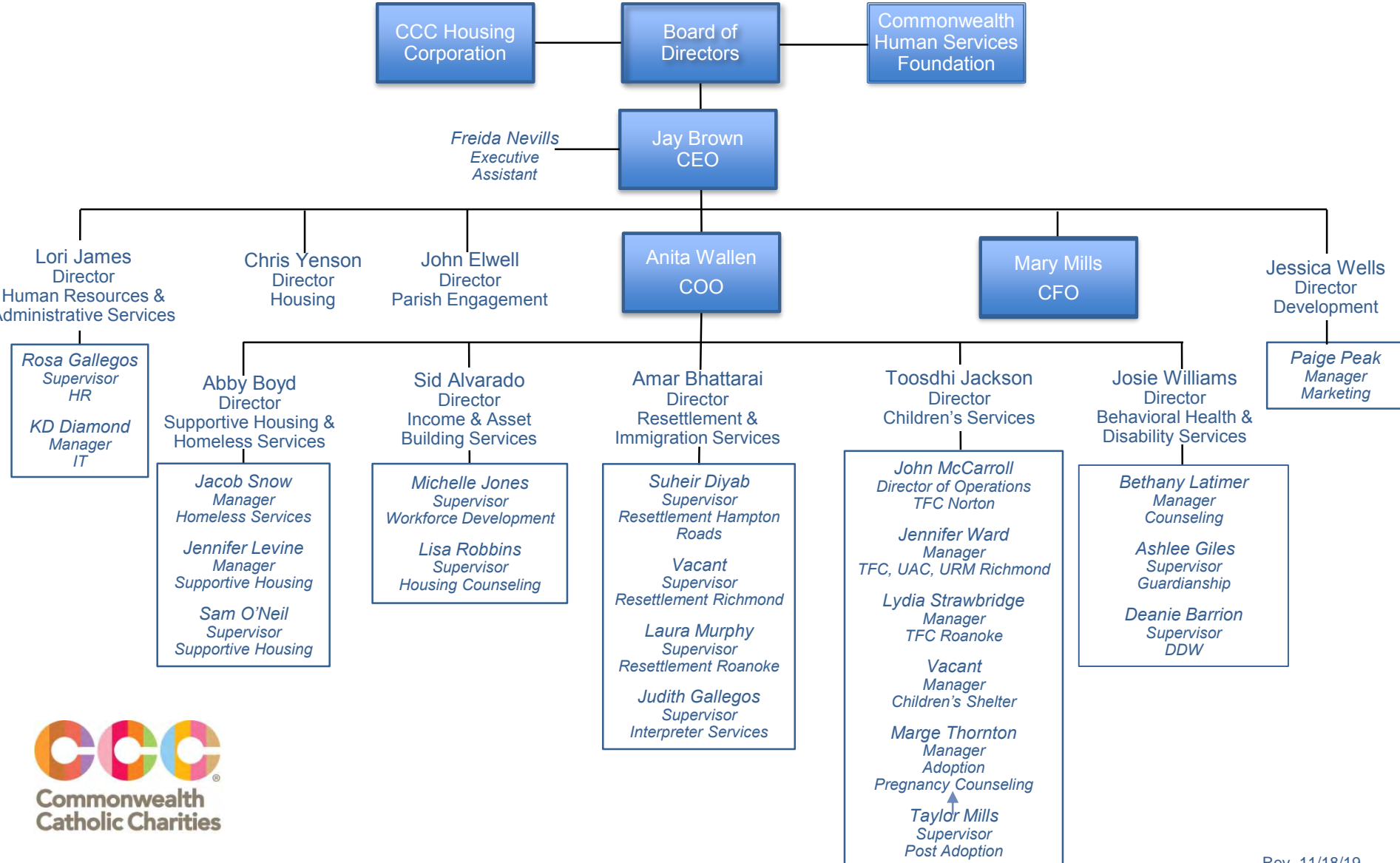
Board Chairman

Non-profit Questionnaire, cont'd

By:  _____
Executive Director

Attachment A

Commonwealth Catholic Charities





**Agency Board of Directors Roster
2020**

Executive Committee

Chair:	Cliona Mary Robb
Vice Chair:	Paul Sinclair
Treasurer:	Susan Schneider
Secretary:	David Whitehead
Regional Advisory Committee Richmond:	Gerald Brittle
Regional Advisory Committee Roanoke:	Charles (Chuck) G. Marlowe
Past Chair:	Mary Margaret Kastelberg

Directory

Rev. Shay W. Auerbach, S.J. Richmond, VA	Pastor Sacred Heart Catholic Church
Colleen Berry Richmond, VA	Director, Technical Accounting & CPA Genworth Financial
Joseph Boisineau Midlothian, VA	Retired, Dispute Resolution Specialist Department of Agriculture & Consumer Services
Gerald D. Brittle Richmond, VA	Director, Project Management, Business/Creative Writing Global Access
Damien Cabezas Forest, VA	Chief Executive Officer Horizon Behavioral Health
Francis H. (Chip) Casola Roanoke, VA	Attorney Woods Rogers PLC
Sharon M. Dajon Virginia Beach, VA	Director of Compliance Optima Health
James J. DePasquale Richmond, VA	Architect/President DePasquale Delph Gentilhomme Group
Randal (Randy) J. Gatzke Roanoke, VA	Retired Accountant
Daniel Hand Richmond, VA	Mediation/Facilitation Hand & Associates

Agency Board of Directors (Continued)

Patrick F. Heinen Richmond, VA	Attorney Spinella, Owings & Shaia, PC
Mary Margaret Kastelberg Richmond, VA	Director of Investment Research Alpha Wealth Advisor
Michael Kelleher Richmond, VA	Principal All Saints Catholic School
Tulinh Le Midlothian, VA	Region Director Premier Inc.
Nikola (Nick) Lucas Richmond, VA	Retired Social Worker, Catholic Charities Archdiocese of Washington
Charles (Chuck) G. Marlowe Roanoke, VA	Retired ITT Industries
Kathleen M. McCauley Richmond, VA	Attorney Moran Reeves & Conn, P.C.
Michael Metzger Midlothian, VA	Business Intermediary Murphy Business & Financial Corporation
Monica B. Molony Elizabethton, TN	Paralegal Estate & Trust Planning & Administration
Kathleen (Kathy) Mortensen Richmond, VA	Sales and Marketing/Retired Former Small Business Owner
Kelly J. Mortensen North Chesterfield, VA	Business Owner Advanta Flooring Inc.
Francis Nelson, Jr. Richmond, VA	Licensed Clinical Social Worker Private Practice
Rev. Sean M. Prince Richmond, VA	Priest, Bishop's Priest Secretary Catholic Diocese of Richmond
Cliona Mary Robb Richmond, VA	Attorney Thompson McMullan, P.C.
Ernesto V. Sampson Glen Allen, VA	Financial Advisor Ameriprise
Susan Schneider Henrico, VA	Loan Officer Village Bank
Paul Sinclair Richmond, VA	Owner/President Technology Solutions Group, LLC
Kelly Stuart Richmond, VA	Physician & Vice President, Mission and Ethics Bon Secours Richmond Health System

Agency Board of Directors (Continued)

David Whitehead
Richmond, VA

Physician/Associate Clinical Professor
Virginia Commonwealth University

Jay Brown
Richmond, VA

Chief Executive Officer
Commonwealth Catholic Charities

The History of Commonwealth Catholic Charities

Before the founding of this nation, Catholic missionaries and religious orders provided charitable care for sick, widowed, or orphaned settlers. These caregivers were the first Catholic "charities."

By 1900 more than 800 Catholic institutions provided care to needy people, dependent children, prisoners, elders, sick people, and people with disabilities. Significant milestones of organized Catholic charitable works include:

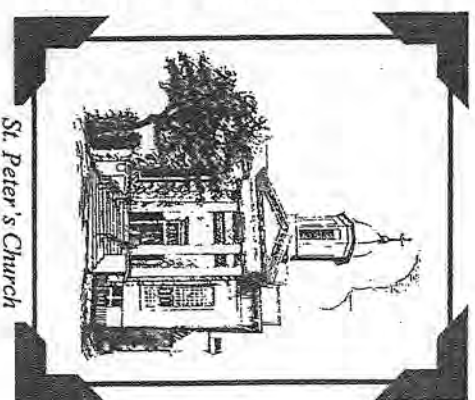
- 1727 Ursuline nuns began caring for orphans
- 1809 Sister Elizabeth Seton opened an orphanage and free school for poor children
- 19th Century Ethnic parishes provided neighborhood services
- 19th Century Religious orders established child care and aging institutions

Virginia has a rich tradition of charity. Charitable activities here in the Commonwealth were in the forefront of efforts throughout the country. By the 1800s, the Diocese of Richmond had many established programs of outreach, especially to the growing immigrant community. By the 1830s, the good people of Richmond had established an orphanage. In 1856, St. Vincent's Hospital began providing medical care to the city's needy.

This tradition of Christian concern for others was reflected in the good works of the many members of the St. Vincent de Paul Society which existed throughout the parishes. These dedicated volunteers worked to provide the necessities of life for poor parishioners. In addition, women in the parishes formed the St. Vincent de Paul Auxiliary which provided food baskets for the hungry.

In 1910, a group of Catholic social service providers, motivated by "a need to bring a sense of solidarity," convened the first National Conference of Catholic Charities whose mission in part was to be the "attorney for the poor." *From that moment on, the organization that later would be called Catholic Charities USA was born.*

The initial convening established a network of Catholic Charities bureaus throughout the United States. By 1922, there were 35 bureaus across the nation. On October 22, 1922, Richmond established one of the earliest Bureaus of Catholic Charities in the country. Father Felix Kaup, rector of Sacred Heart Cathedral, led this effort. He was assisted by Father Walter Nott who later served as the agency's executive director. Father John Bowler offered the basement of St. Peter's Church as Catholic Charities first office.



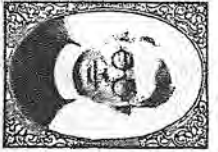
St. Peter's Church

The citizens of Richmond worked tirelessly to fulfill this vision of charity. Catherine Hanrahan, Catholic Charities' executive secretary, and Mrs. Mary O'Neill labored to run the agency while Mrs. Edith E. Nott, president of the Catholic Women's Club and Marie Leahy, president of the St. Vincent de Paul's Guild at the cathedral, labored to find the financial resources necessary to fund the work of Catholic Charities. They struggled to raise the \$10,000 necessary to support the agency. However, in 1923, the agency was incorporated and achieved some measure of financial stability when it became a charter member of the Richmond Community Chest, forerunner of the present United Way Services.

Meanwhile, the agency's caseload was growing rapidly. By 1924, the agency had outgrown its offices in St. Peter's Church and had moved into the NW Bowe building at 110 North 7th Street. There were two departments: The Family Work Department handled 265 cases in 1925 while the Children's Department handled 156. Services were limited to "needy Catholics" and the agency provided (1) general family relief and rehabilitation, (2) care for children in foster homes, (3) a limited amount of professional case work for children residing at or applying for admission to St. Joseph's Villa and St. Vincent Institute for Boys in Roanoke, (4) and case work with Catholic wards of the Juvenile Court of State Board of Public Welfare, (5) pregnancy counseling, and (6) adoption.

By 1932, the Bureau of Catholic Charities had absorbed all existing diocesan charity organizations and became a part of the diocesan structure. Bishop Andrew W. Brennan served as honorary president, and the diocesan director of Catholic Charities served as executive director. Father Thomas Mitchell was chosen as the executive director.

During the 1930s, Richmond's Catholics celebrated several memorable events. In 1932, Bishop Brennan invited his fellow bishops to Richmond to mark the 25th anniversary of the dedication of the cathedral as well as the dedication of St. Joseph's Villa, a model of institutional care for female orphans. Construction costs topped \$1 million and were covered by a generous bequest by Major John Dooley. The bishops also were invited to tour Rock Castle, a predominately Black section. Many bishops attended and commented upon the progress of the Church in Virginia. Indeed, Mother Katherine Drexel wrote to congratulate Bishop Brennan, "The triple events of the anniversary of the Cathedral, the dedication of St. Joseph's Villa, and the trip to Rock Castle made a forceful display of Catholic



Father Walter J. Nott



Mrs. Ethel E. Nott

influence in Virginia, and of the work with the poor and African Americans...” Richmond maintained its position of prominence in the eyes of the nation’s bishops. In October 1938, The National Conference of Catholic Charities held its annual meeting in Richmond. This convention was one of the largest ever hosted by the city at that time.

Catholic Charities in Roanoke and Southwestern Virginia

The Roanoke and Shenandoah valleys can boast of their own charitable “angels.” In Staunton, the Daughters of Charity resided at St. Francis of Assisi parish from 1867 to 1882. The sisters busied themselves caring for their needy neighbors. They were instrumental in forming the Staunton Augusta Church Relief Association (SACRA), a collaborative effort that still exists. Today, sixty congregations assist the poor with donations of food, clothing, or assistance paying a utility bill.

By the 1920s, the Ladies of Charity in the Roanoke Valley’s membership manual reminded the ladies of their responsibility to visit the poor in their homes. Most members of this organization belonged to either St. Andrew or Our Lady of Nazareth parishes. Local priests referred those who needed assistance to these generous ladies. These resourceful ladies funded coal delivery to those without heat, provided bus and train tickets for stranded travelers, housing and medical services for unwed mothers, and food coupons for the hungry.

World War II and the aftermath brought many newcomers into Virginia. By the 1960s, there was a need for a more formal Catholic Charities presence in southwestern Virginia. In 1967, Monsignor John J. McMahon, the diocesan director of Catholic Charities, oversaw the establishment of Catholic Family & Children’s Services of Roanoke Valley and Western Virginia. In the early years, the primary services were to single pregnant women and their babies.

Throughout the 1960s and 1970s, Catholic Family & Children’s Services continued primarily as an adoption agency, placing children with families in southwestern Virginia. In 1969, 8 babies were placed for adoption throughout southwestern Virginia. By 1969, agency personnel were conducting nursing home visits and offering a family counseling program. Staff members continued their care of boys



Catholic Charities has 50 care providers and companions who assist the elderly or disabled. Pictured: Care provider Mable Winn with a Catholic Charities client.

residing at St. Vincent’s. In 1971, the agency began offering both domestic and foreign adoption services.

By the 1970s, the agency was a member agency of the United Givers Fund, a member of the Interagency Adoption Council of the Roanoke Valley and enjoyed an excellent reputation for child placement. By the late 1970s, the agency needed additional office space. On October 1978, agency personnel moved into the current offices on Campbell Avenue, the former rectory of Our Lady of Nazareth parish.

In the 1980s, additional caseworkers were added and staff became more actively involved in the community, especially within the statewide human services network. Services were continually expanding to meet the needs of the community.

In 1989, the agency changed its name in order to reflect its close affiliation with the national Catholic Charities movement. It became known as Catholic Charities of Southwestern Virginia, and offered four programs: Adoption Option for pregnancy counseling and domestic adoption services; Intercounty Adoption for the placement of foreign-born children; The Family Place for professional affordable counseling services to individuals, children, and families; and Full Circle Senior Services for elderly and handicapped individuals.

On March 31, 1993, Richmond Bishop Walter Sullivan presided at the dedication of the building expansion for Catholic Charities of Southwest Virginia. The agency offered 5 programs: pregnancy counseling, foster care, domestic and intercountry adoption, counseling and outreach to the elderly.

Catholic Charities in Tidewater

While Richmond remained the hub, the Church established a charitable presence throughout the Commonwealth. In 1932 Bishop Brennan met with Norfolk area pastors and agreed to establish a Norfolk branch of Catholic Charities. Rev. Thomas E. Mitchell served as diocesan director. The office opened on April 17, 1933, and was staffed by a supervisor and receptionist. In March 1946, the agency's name was changed to better reflect the agency's mission -- Catholic Family and Children's Service. In March 1946, the agency was separately incorporated and licensed as a child placing agency in the Commonwealth of Virginia. Over the years, the agency has combined related entities: Catholic Home Bureau of Newport News (1983), Catholic Family Services in Portsmouth (1989). In December 1989, the name was again changed, this time to Catholic Charities of Hampton Roads. Today, Catholic Charities of Hampton Roads, Inc. has five offices in the Tidewater area. Under the direction of Mrs. Margaret H. Robertson, MS, Executive Director, the dedicated staff and volunteers assist over 10,000 families and individuals each year. The agency offers six services: counseling, adoption, older adults, family life education, consumer credit counseling, and numerous support groups.

Catholic Charities in Northern Virginia

The post war population boom was most pronounced in northern Virginia as newly hired federal workers established homes in the suburbs nearest Washington. In February of 1947, Bishop Peter Ireton established a branch Catholic Charities in Northern Virginia. The agency maintained offices in Arlington and Alexandria. Services reflected the central mission of Catholic Charities: assistance for unmarried mothers, foster care, adoption services, and outreach to the poor. The agency was separately incorporated in 1959. In 1965, agency personnel began to offer professional counseling for individuals and families. In 1974, the Diocese of Arlington was established and Catholic Charities became a part of the diocesan structure. Today Father Charles McCoart serves as the newly appointed executive director. Catholic Charities of Arlington assists 40,000 people each year and has recently established offices in Fredericksburg, Winchester, and Manassas. The agency's programs include family services, parish outreach, prison ministry, services for the disabled, children's services (including foster care and adoption), a transitional shelter and soup kitchen, elderly services, and emergency assistance.



Bill Lane - Richmond Times-Dispatch

Catholic Charities provides adoption and foster care for special needs children. Pictured above is the Warts family of Topping, Virginia. The couple adopted baby Joshua (held by his mother above) in 1998 from Catholic Charities.

Catholic Charities in Richmond - Commonwealth Catholic Charities

Throughout these 75 years of Faith at Work, Catholic Charities has modified its programs--and changed its name--to better reflect its mission. In 1962, the Board of Directors voted to change the agency's name to Catholic Family and Children's Services of Richmond. On January 1, 1984, the agency officially became Catholic Charities of Richmond. New services included the Refugee Unaccompanied Minors Program (RUMP) (1981) which placed children from thirteen countries. Foreign adoption services began in the early 1980s. Connections (1985), a foster care program for children with special needs, began in the Roanoke office. In the early 1990s, the agency added case management for people with AIDS. In 1991 the agency gave a permanent "home" to the Community Center for the Deaf and Hard of Hearing (CCDHD), Richmond's most comprehensive program for these residents. In 1993, the HELP Program, made possible via a partnership with area churches, began providing emergency food and financial assistance to the poor. In late 1997,



Catholic Charities began placing Romanian children with American families in 1991. Pictured above are three Romanian siblings adopted by a Charlottesville couple in 1998.

the agency initiated a debt management program to assist the numerous families and individuals experiencing financial troubles.

On March 28, 1994, Catholic Charities of Richmond acquired its present home at 1512 Willow Lawn Drive. Purchase of the building was made possible by the financial acumen of our beloved Trustee Board President Sam Dibert and other board members. The building not only provides office space for the agency's many programs but it also generates rental income to help provide a permanent home for our programs.

In 1995, Catholic Charities of Southwestern Virginia merged with Catholic Charities Richmond to form Commonwealth Catholic Charities (CCC) and Father David Bergner, SDS, ACSW, became the executive director. CCC and Catholic Charities of Hampton Roads work collaboratively to serve people in need with guidance from Dr. Steven Colecchi, Diocesan Director of Catholic Charities.

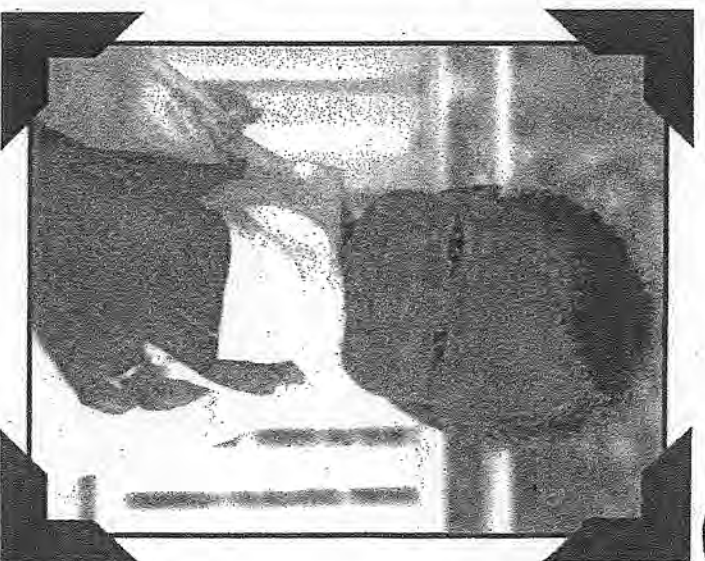
Commonwealth Catholic Charities' Mission Today

In 1997, Commonwealth Catholic Charities touched the lives of over 5,000 people in the Commonwealth of Virginia. CCC has a full-time staff of 60, a part-time staff of 60 and over 200 volunteers in five sites across central and southwestern Virginia: Richmond, Roanoke, Petersburg, Radford, and Charlottesville. Three additional offices are slated to open in the near future: Blacksburg, Staunton, and Norton.

The mission of Commonwealth Catholic Charities is to respect diversity, promote human dignity and value families, and to provide quality, compassionate human services to all people, especially the most vulnerable. Services include: counseling and intensive family services, therapeutic and crisis pregnancy counseling, adoption services, home care for the elderly and disabled, family life education and school counseling, case management for people with AIDS/HIV, emergency food and financial assistance, Community Center for the Deaf and Hard of Hearing (Richmond), special needs foster care, services for refugee youth, debt management services. Services are provided to people of all faiths. Payment structures include a subsidized fee scale for those of limited means.

The vision of CCC is to provide an ever-expanding array of innovative human services, especially to the most vulnerable. CCC realizes this vision by working in partnership with other human service agencies and faith communities. By working collaboratively, CCC seeks to become a catalyst for change -- change that will strengthen families and, ultimately, our entire community.

Since the agency's inception in 1923, Commonwealth Catholic Charities has provided adoption and pregnancy counseling. There are always children in Virginia waiting to be adopted. Many of these children are minorities or have special needs.



During 1997, CCC established an office in Radford by means of a collaborative effort with Carilion Radford Hospital. In 1998, CCC will open an office in Staunton in collaboration with St. Francis of Assisi parish. The new office in Blacksburg will operate in partnership with the Newman Center at Virginia Tech. Finally, the Norton office, in the center of Appalachian coal country, will operate in collaboration with the faith communities and social service providers of a seven-county region.

Throughout these 75 years of Faith At Work, Commonwealth Catholic Charities has offered not simply a "hand out" but a "hand up." Commonwealth Catholic Charities invites you to join us as we continue to extend a helping hand to our poor and vulnerable neighbors so that they may build better lives for themselves and their families.

This history was compiled from materials provided by Catholic Charities USA; the diocese of Richmond; Father Gerardo Fogarty, University of Virginia; Father John Abe; the Arlington diocese; Catholic Charities of Hampton Roads; and agency files. Our thanks to all who contributed their time and talent.

History of CCC

- **1922:** Members of the St. Vincent de Paul Society initiated the formation of Catholic Charities in Richmond.
- **1923:** Agency was incorporated and became a charter member of the Richmond Community Chest.
- **1963:** Agency incorporated as Catholic Family and Children Services of Richmond, Inc.
- **1967:** Catholic Family and Children Services of Roanoke Valley and Western Virginia was established.
- **1984:** Catholic Family and Children Services of Richmond became Catholic Charities of Richmond.
- **1989:** Catholic Family and Children Services of Roanoke Valley and Western Virginia became Catholic Charities of Southwestern Virginia.
- **1995:** Catholic Charities of Southwestern Virginia merged with Catholic Charities of Richmond to form Commonwealth Catholic Charities.
- **2010:** St. Francis House, Roanoke, became part of Commonwealth Catholic Charities
- **2010:** Refugee and Immigration Services merged with Commonwealth Catholic Charities





Attachment D

Programs and Services

Children's Services

Adoption (Richmond, Roanoke, Norton)

Infants and children from the United States and abroad can be adopted through our program. CCC is a licensed child placing agency, maintaining the highest standards regarding the care of children both domestically and internationally. We are committed to finding loving, permanent homes for all children in our care, regardless of age or special needs.

Families Together (Roanoke)

The Families Together program offers support and reunification services to families who have children who are in an out-of-home placement or are at risk of removal from the home due to abuse or neglect. The services are short term, intensive and family based and the goals are to improve family functioning, ensure the child's safety and increase the well-being of the child and family.

Foster Care (Richmond, Roanoke, Norton)

Foster Care provides homes for children who are experiencing a variety of emotional, behavioral and social problems due to a history of abuse or neglect.

Refugee and Other Unaccompanied Minors (Richmond, Roanoke)

CCC provides foster care to refugee minors – children who have fled their home countries because of war or persecution due to their race, religion or political affiliation. CCC has provided services to refugee children for over 30 years, creating one of the oldest and largest programs serving unaccompanied refugee minors in the United States. Social workers and foster parents provide intensive support to help kids adjust to life in the U.S.

Treatment Foster Care (Richmond, Roanoke, Norton)

Our treatment foster care program serves children from infancy to 21 years of age who require a more therapeutic environment than regular foster care including professional case management, supervision and support. Many of these children have been emotionally traumatized and we provide an environment of emotional safety. We promote permanency in placement giving stability to the families and the children we serve.

Pregnancy Counseling (Richmond, Roanoke, Norton, Charlottesville, Petersburg)

CCC's Pregnancy Counseling program helps pregnant women make healthy decisions for themselves and their babies. Experienced staff understand the challenges women face and support them in the decision making process to parent or plan for adoption. CCC will locate available resources in the community that may be able to assist with medical care and related expenses. We work with both parents, either separately or together, in planning for the baby's needs.

Counseling Services

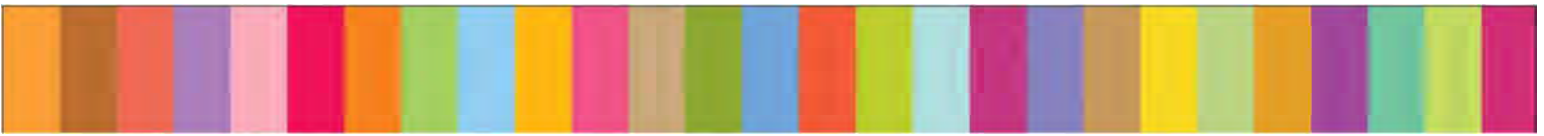
Individual, Group & Family Counseling (Richmond, Norton, Charlottesville, Petersburg)

CCC offers professional Counseling Services to individuals, children and families who are experiencing emotional difficulties and life transitions. Specialized, ongoing groups for healthy relationships, anger management and peer support are available.

Intensive In-Home (Norton)

Intensive In-home Services are home based counseling, crisis intervention and support services offered to a child or adolescent who is at risk of being moved to an out-of-home placement or being transitioned back to their family from out of home placements. Intensive In-Home Services is based upon the belief that families can, through intervention, learn to nurture their children, improve their functioning and gain support within their community to enable the family to remain safely together.

(Continued on page 2)



(Continued from page 1)

Project Rachel (Richmond, Roanoke, Norton)

Project Rachel communicates hope and healing to families post-abortion and promotes reconciliation.

School Counseling (Richmond)

CCC provides counseling to students and their families when faced with problems and issues that adversely affect the academic and personal potential of a student. Counselors host in-service activities and professional workshops to foster school success and customize services to fit the needs and available resources of the school.

Housing & Support Services

Affordable Housing (Richmond)

CCC partners with experienced developers of Affordable Housing to expand housing opportunities for low income persons living within CCC's service area. These partnerships are opportunities for CCC to gain experience and expertise in affordable housing development as the Agency explores providing physical housing units for its program participants and the communities in which they live.

Case Management for Homeless Individuals (Norfolk)

Provides housing location and case management services for literally homeless residents of the City of Norfolk. Aids individuals in qualifying for housing financial assistance programs offered through the City of Norfolk and other homeless services providers.

Cold Weather Shelter (Richmond)

CCC partners with the City of Richmond to provide a safe space for single adults who are homeless to escape the cold during the winter months. CCC provides staffing and oversight to the City of Richmond's Cold Weather Overflow Shelter and Cold Weather Day Warming site from October 1 through April 15 when temperatures are forecasted to be at or below 40 degrees F including wind chill.

The Dibert & St. Francis House Food Pantries (Richmond, Roanoke)

Serve families who need food, clothing and baby items and are supported by Catholic churches as well as other churches, organizations and individuals. St. Francis House is a registered food pantry with Feeding America Southwest Virginia.

Financial Assistance (Richmond, Roanoke, Petersburg, Norton)

Provides Financial Assistance and short-term planning to people in crisis. In partnership with Catholic parishes, other community resources and individual contributions, Financial Assistance is provided to prevent the loss of housing (rent and mortgage) or the loss of a critical utility.

Financial Education (Richmond, Roanoke, Hampton Roads, Norton, Petersburg)

Many of the people who come to CCC seeking emergency financial assistance lack basic financial literacy skills that can help them avoid crises in the future. Through financial management workshops, CCC teaches budgeting skills, the value of savings and how even households with limited income can plan to avoid a financial crisis. For those households that may need extra help with their personal or household finances, CCC provides one-on-one financial coaching where CCC staff meet monthly with program participants to track expenses, identify problem areas and budget and plan for a stable financial future.

Homeless Prevention/Diversion (Richmond)

Preventing homelessness for a family or an individual is often the best way to ensure stability and long term success. CCC's Homeless Prevention Program is a resource for individuals or families who would become homeless except for assistance from this program. Intake specialists at The Housing Resource Center triage households as they present seeking shelter to determine if homelessness can be prevented; and, if so, CCC uses a housing first approach to ensure that the household doesn't enter a shelter or the homeless services system. The Homeless Prevention program combines long term case management and short term, targeted financial assistance to stabilize a household in permanent housing.





(Continued from page 2)

HOPWA Greater Richmond (Richmond)

Provides a combination of long term or short term housing subsidies and comprehensive case management services to assist low income persons living with HIV or AIDS establish or maintain stability in housing, acquire the resources and supports necessary to maintain housing and access the health and supportive services necessary to thrive in the Greater Richmond Region.

Housing & Financial Counseling (Richmond, Roanoke, Petersburg, Norton)

CCC's Certified Housing Counselors assist community members facing foreclosure and eviction, seeking to purchase a home, resolve credit issues or find more affordable rental housing. Housing Counselors work with individuals and families to review or create workable household budgets and identify steps to build assets and wealth and to achieve their housing goals to improve household financial security.

The Housing Resource Center (Richmond)

The Housing Resource Center is the starting point for anyone who is homeless or at risk of homelessness in the Greater Richmond Region. CCC works with area emergency shelters, homelessness prevention, rapid re-housing, permanent supportive housing providers and other partners to secure shelter for homeless individuals and families. Additionally, CCC provides linkages to additional services like counseling, substance abuse services, mediation and mainstream resources.

Permanent Supportive Housing (Petersburg)

Provides chronically homeless individuals with housing focused case management combined with a housing subsidy to enable long term homeless individuals with disabilities move from the streets, or emergency shelter to permanent housing.

Resettlement Services

Employment Services (Hampton Roads, Richmond, Roanoke)

Employment Services assists refugees to find employment paving their way to self-sufficiency. CCC provides at no cost a variety of orientation services to ease the hiring process and follow-up to enhance employee stability in the workplace.

English Instruction (Hampton Roads, Richmond, Roanoke)

This volunteer-driven English as a Second Language (ESL) program provides refugees with accessible, free English instruction designed to help refugees secure jobs and become self-sufficient within our communities.

Medical Liaison Services (Hampton Roads, Roanoke)

Medical Liaison Services provide health and wellness services to refugees by promoting wellness and ensuring access to health care services that address physical and psychological needs. The program staff serves as a link between refugees and health care providers in developing and coordinating a network of health and mental health providers and offering training to educate/orient providers about refugees and their health care needs.

Refugee Resettlement (Hampton Roads, Richmond, Roanoke)

The Refugee Resettlement program welcomes refugees, empowering people escaping persecution to begin new lives with dignity through early self-sufficiency. CCC helps these newcomers as they transition into our society while also fostering a community climate of acceptance for persons of different cultures.

School Liaison (Hampton Roads, Richmond, Roanoke)

School Liaison Services provide outreach, education and advocacy for refugee children and their families to promote effective integration, education and successful transition to the U.S. Public School system. The program serves as a link between refugee/immigrant parents and schools. In Roanoke this service is also offered to Immigrant populations with the support of local funding.

(Continued on page 4)



(Continued from page 3)

Other

Developmental Disabilities (Hampton Roads, Norton, Richmond, Roanoke, Petersburg, Charlottesville)

CCC's Developmental Disabilities program serves people with developmental delays by providing oversight, coordination and monitoring of the clients' health care. Recipients receive coordination of care services which aim to prevent placement in an intermediate care facility.

Immigration Services (Hampton Roads, Richmond, Roanoke)

Bilingual staff members, who are accredited by the Board of Immigration Appeals, offer immigration advice and assistance in completing immigration forms. Immigration Counselors provide assistance with completion of necessary paperwork and ensure adherence to required procedures assisting people in maintaining and/or securing appropriate legal documents.

Independence for Seniors (Richmond, Roanoke, Petersburg)

A volunteer-led program that provides services for adults 60+ who may be experiencing loneliness. Services help isolated seniors by linking them to needed resources and promoting healthy lifestyles and community interaction. CCC also provides support and assistance to overburdened caregivers and workshops to the general public on advance care planning.

Interpreter Services (Hampton Roads, Richmond, Roanoke)

This program responds to the growing demand for quality foreign language interpreters and translators in the area. With over 47 languages spoken, businesses from all sectors including medical providers, courts, schools and financial institutions can ensure that limited English proficient (LEP) individuals have access to understanding of services. CCC provides competent, tested and trained interpreters and translators increasing the effectiveness of communication.

Public & Private Guardianship (Richmond and Central Virginia)

This program offers services for cognitively impaired adults who need assistance consenting to their personal and financial affairs. We provide ongoing care management and monitoring of care services for individuals and are available by phone 24/7.



501c3 Ruling

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: October 24, 2018

Person to Contact:

R. Meyer ID# 0110429

Toll Free Telephone Number:

877-829-5500

United States Conference of Catholic
Bishops
3211 4th Street, NE
Washington, DC 20017-1194

Group Exemption Number:

0928

Dear Sir/Madam:

This responds to your October 12, 2018, request for information regarding the status of your group tax exemption.

Our records indicate that you were issued a determination letter in March 1946, that you are currently exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, and are not a private foundation within the meaning of section 509(a) of the Code because you are described in sections 509(a)(1) and 170(b)(1)(A)(i).

With your request, you provided a copy of the *Official Catholic Directory for 2018*, which includes the names and addresses of the agencies and instrumentalities and the educational, charitable, and religious institutions operated by the Roman Catholic Church in the United States, its territories, and possessions that are subordinate organizations under your group tax exemption. Your request indicated that each subordinate organization is a non-profit organization, that no part of the net earnings thereof inures to the benefit of any individual, and that no substantial part of their activities is for promotion of legislation. You have further represented that none of your subordinate organizations is a private foundation under section 509(a), although all subordinates do not all share the same sub-classification under section 509(a). Based on your representations, the subordinate organizations in the *Official Catholic Directory for 2018* are recognized as exempt under section 501(c)(3) of the Code under GEN 0928.

Donors may deduct contributions to you and your subordinate organizations as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to them or for their use are deductible for federal estate and gifts tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Subordinate organizations under a group exemption do not receive individual exemption letters. Subordinate organizations are not listed in Tax Exempt Organization Search (Pub 78 data), and many are not listed in the Exempt Organizations Business Master

File extract, or EO BMF. Donors may verify that a subordinate organization is included in your group exemption by consulting the *Official Catholic Directory*, the official subordinate listing approved by you, or by contacting you directly. IRS does not verify the inclusion of subordinate organizations under your group exemption. See IRS Publication 4573, *Group Exemption*, for additional information about group exemptions.

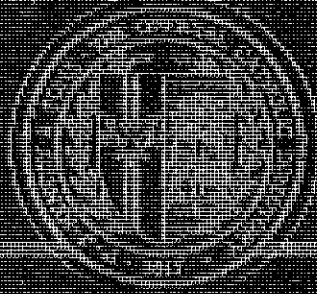
Each subordinate organization covered in a group exemption should have its own EIN. Each subordinate organization must use its own EIN, not the EIN of the central organization, in all filings with IRS.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

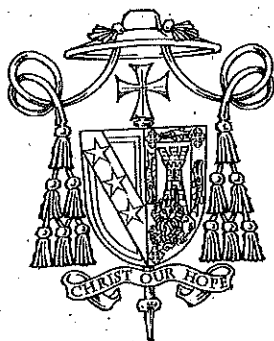
Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



The Official
Catholic Directory[®]
Anno Domini
2018

Diocese of Richmond

(*Dioecesis Richmondiensis*)



Most Reverend

BARRY C. KNESTOUT

Bishop of Richmond; ordained June 24, 1989; appointed Auxiliary Bishop of Washington and Titular Bishop of Leavenworth November 18, 2008; Episcopal ordination December 29, 2008; appointed Bishop of Richmond December 5, 2017; installed January 12, 2018. Pastoral Center: 7800 Carousel Lane, Richmond, VA 23294.

ESTABLISHED IN 1820.

Square Miles 36,711.

Comprises the State of Virginia, with the exception of the Counties of Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick, King George, Lancaster, Loudoun, Madison, Northumberland, Orange, Page, Prince William, Rappahannock, Richmond, Shenandoah, Spotsylvania, Stafford, Warren and Westmoreland.

For legal titles of parishes and diocesan institutions, consult the Chancery Office.

Catholic Diocese of Richmond Pastoral Center: 7800 Carousel Lane, Richmond, VA 23294. Tel: 804-359-5661; Fax: 804-358-9159.

Web: www.richmonddiocese.org

Email: Bishop@richmonddiocese.org

STATISTICAL OVERVIEW

Personnel					
Bishop	1				
Retired Abbots	1				
Priests: Diocesan Active in Diocese	86				
Priests: Diocesan Active Outside Diocese	5				
Priests: Retired, Sick or Absent	41				
Number of Diocesan Priests	132				
Religious Priests in Diocese	18				
Total Priests in Diocese	150				
Extern Priests in Diocese	53				
Ordinations:					
Diocesan Priests	3				
Transitional Deacons	3				
Permanent Deacons in Diocese	140				
Total Brothers	7				
Total Sisters	181				
Parishes					
Parishes	139				
With Resident Pastor:					
Resident Diocesan Priests	98				
Resident Religious Priests	6				
Without Resident Pastor:					
Administered by Priests	35				
Missions	6				
Closed Parishes	4				
Professional Ministry Personnel:					
Brothers	5				
Sisters	181				
Lay Ministers	128				
Welfare					
Catholic Hospitals	8				
Total Assisted	898,554				
Homes for the Aged	7				
Total Assisted	1,429				
Day Care Centers	2				
Total Assisted	200				
Special Centers for Social Services	6				
Total Assisted	32,388				
Residential Care of Disabled	3				
Total Assisted	581				
Educational					
Diocesan Students in Other Seminaries	31				
Total Seminarians	31				
High Schools, Diocesan and Parish	5				
Total Students	1,029				
High Schools, Private	3				
Total Students	642				
Elementary Schools, Diocesan and Parish	22				
Total Students	6,369				
Elementary Schools, Private	3				
Total Students	797				
Catechesis/Religious Education:					
High School Students	4,196				
Elementary Students	12,393				
Total Students under Catholic Instruction	25,447				
Teachers in the Diocese:					
Sisters	12				
Lay Teachers	954				
Vital Statistics					
Receptions into the Church:					
Infant Baptism Totals	3,021				
Minor Baptism Totals	115				
Adult Baptism Totals	325				
Received into Full Communion	483				
First Communions	3,001				
Confirmations	2,282				
Marriages:					
Catholic	533				
Interfaith	289				
Total Marriages	822				
Deaths	1,708				
Total Catholic Population	241,276				
Total Population	5,322,085				

Former Bishops—Rt. Revs. PATRICK KELLY, D.D., ord. July 18, 1802; first Bishop; cons. Aug. 24, 1820; transferred to Waterford and Lismore in 1822; died Oct. 8, 1829; RICHARD V. WHELAN, D.D., ord. May 1, 1831; second Bishop; cons. March 21, 1841; transferred to Wheeling, July 23, 1850; died July 7, 1874; JOHN MCGILL, D.D., ord. June 13, 1835; cons. Nov. 10, 1850; died Jan. 14, 1872; His Eminence JAMES CARDINAL GIBBONS, D.D., ord. June 30, 1861; cons. Aug. 16, 1868; Bishop of Adramyttium, and Vicar-Apostolic of North Carolina; transferred to the See of Richmond, July 30, 1872; transferred to the See of Baltimore, Oct. 3, 1877; created Cardinal Priest of S. Maria in Trastevere, June 7, 1886; died March 24, 1921; Rt. Revs. JOHN J. KEANE, D.D., ord. July 2, 1866; cons. Aug. 25, 1878; resigned August, 1888; rector of the Catholic University, Washington, DC; transferred to Archbishopric of Dubuque, July 24, 1900; died June 27, 1918; AUGUSTINE VAN DE VYVER, D.D., ord. July 21, 1870; cons. Oct. 20, 1889; died Oct. 16, 1911; DENIS JOSEPH O'CONNELL, D.D., ord. May 26, 1877; cons. May 3, 1908; Titular Bishop of Sebaste and Auxiliary Bishop of San Francisco; appt. Bishop of Richmond, Jan. 19, 1912; resigned Jan. 15, 1926 and appt. Titular Archbishop of Marianne; died Jan. 1, 1927; Most Revs. ANDREW J. BRENNAN, D.D., ord. December 17, 1904; cons. Titular Bishop of Thapsus and Auxiliary Bishop of Scranton, April 25, 1923; appt. Bishop of Richmond, May 28, 1926; resigned April 14, 1945; appt. Titular Bishop of Telmessus; died May 23, 1956; PETER L. IRETON, D.D., ord. June 20, 1906; appt. Titular Bishop of Cime Coadjutor Bishop and Apostolic Administrator of Richmond, Aug. 3,

1935; cons. Oct. 23, 1935; named Bishop of Richmond, April 14, 1945; named Assistant at the Pontifical Throne, May 21, 1956; died April 27, 1958; JOHN J. RUSSELL, D.D., ord. July 8, 1923; appt. Bishop of Charleston, Jan. 28, 1950; cons. March 14, 1950; appt. Bishop of Richmond, July 3, 1958; retired April 3, 1973; died March 17, 1993; WALTER F. SULLIVAN, D.D., ord. May 9, 1953; appt. Titular Bishop of Selsey and Auxiliary Bishop of Richmond Oct. 20, 1970; cons. Dec. 1, 1970; appt. Apostolic Administrator of Richmond April 30, 1973; succeeded to the See, June 6, 1974; resigned Sept. 16, 2003; died Dec. 11, 2012; FRANCIS X. DILORENZO, ord. May 18, 1968; appt. Titular Bishop of Tugia and Auxiliary Bishop of Scranton Jan. 26, 1988; cons. March 8, 1988; appt. Apostolic Admin. of Honolulu Oct. 12, 1993; succeeded to See Nov. 29, 1994; appt. Bishop of Richmond March 31, 2004; installed May 24, 2004; ret. April 15, 2017; died Aug. 17, 2017.

Central Administrative Offices

Unless otherwise indicated all Diocesan Offices are located at: 7800 Carousel Ln., Richmond, 23294. Tel: 804-359-5661; Fax: 804-358-9159.

Diocesan Administrator—Rev. Msgr. MARK RICHARD LANE, V.G., S.T.M., D.Min. Regional Delegates: Rev. Msgrs. WALTER C. BARRETT, Eastern Vicariate, Tel: 757-851-8800; R. FRANCIS MUENCH, J.C.L., Central Vicariate, Tel: 804-355-9155; Rev. KEVIN L. SEGERBLOM, Western Vicariate, Tel: 276-669-8200, Ext. 30

Other Delegates—Revs. WILLIAM DANIEL BEEMAN, Catholic Schools' Mission & Identity; MICHAEL G. BOEHLING, Pastoral Svcs.

Assistant to the Bishop—MRS. ANNE C. EDWARDS, Tel: 804-359-5661.

Chancellor—Rev. Msgr. R. FRANCIS MUENCH, J.C.L., Tel: 804-355-9155; Fax: 804-359-2810.

Vice Chancellor—MS. EDITH MCNEIL JETER, Tel: 804-359-5661, Ext. 218.

Diocesan Tribunal—Tel: 804-355-9155; Fax: 804-359-2810.

Judicial Vicar—Rev. Msgr. R. FRANCIS MUENCH, J.C.L.

Adjutant Judicial Vicar—Rev. MICHAEL M. DUFFY, J.C.L.

Judges—Rev. Msgr. J. KENNETH RUSH JR., D.Min.; Revs. WAYNE L. BALL, J.C.L.; KEVIN J. O'BRIEN, Ph.D.; JEFFREY M. STAAB, J.C.D.; H. ROBERTA SMALL, J.C.L.; JUDITH A. DOUGLAS, J.C.D.; SUSAN L. VANNICE, J.C.L.; Deacon J. MICHAEL FITZGERALD, J.C.L.

Defenders of the Bond—CHRISTINA HIP-FLORES, J.C.D.; AMY JILL STRICKLAND, J.C.L.; ELISA E. UGARTE, J.C.L.; E. MAGDALEN ROSS, J.C.L.

Ecclesiastical Notaries—MRS. DENISE RYAN; MRS. CHERYL GAMBARDILLA; MRS. KATHLEEN M. MCINTOSH.

Propagation of the Faith—Deacon ROBERT H. GRIFFIN. Delegate for Clergy—Revs. TIMOTHY M. KUHNEMAN, Tel: 804-359-5661; Email: tkuhneman@richmonddiocese.org; JOHN C. KAZIBWE, (Uganda) Asst. to the Delegate for Clergy for African Priests; SALVADOR ANONUEVO, Asst. to the Delegate for Clergy for Filipino Priests.

Registrar & Coordinator Permanent Diaconate—MRS. GERALDINE MANCUSO.

Ethnic and Special Liturgies—Filipino, Hispanic, Korean, Vietnamese; Tridentine Latin Mass, Deaf Hearing Impaired. Please refer to the diocesan website for location and schedule.

Delegate for Ecumenism & Ecumenical Affairs—Rev. TIMOTHY M. KUHNEMAN, Tel: 804-359-5661; Email: tkuhneman@richmonddiocese.org.

Delegate for Vocations—Rev. MICHAEL G. BOEHLING.

Director of Archives and Museum—MS. EDITH MCNEIL JETER.

Office of Human Resources—MRS. DOROTHY MAHANES, Human Resource Officer; MRS. MARYJANE M. FULLER, Dir. Safe Environment & Assoc. Dir. Human Resources; MRS. CATHERINE M. CARNEY, Recruiter & Training Mgr.; MRS. TINA B. TUPPER, Centralized Onboarding Specialist.

Office of Development—MRS. MARGARET KEIGHTLEY, Exec. Dir. Advancement; MR. ALEX PRAVITERA, Dir.; MS. JOYCE A. SCHREIBER, Dir. Devel. for Catholic Schools; MRS. MARIA GABRIELA GONZALEZ, Sejura Dir. Devel.; MS. MARY AONES KEENAN, Dir. Parish Campaign.

Office of Information Technology—MR. ERIC SUND, Dir.; MR. JOSE GONZALEZ, Network Admin.; MS. LYNN MOONEY, Web Svcs. & Database Devel.; MR. DANIEL DEHART, Network Administration/Support.

Office of Communications—DEBORAH M. COX, Dir.

Office of Printing—MR. JOEL CLIBORNE, Dir.

Office of Finance—MR. MICHAEL J. MCGEE, CFO; MRS. SARAH W. RABIN, Dir. Finance; Deacon PAUL MAHEPKY, Dir. Real Estate; MRS. AIMEE W. CHAPPELL, Asst. Dir. Finance.

Parish & School Financial Auditors—MR. WILLIAM B. MURPHY, Internal Audit Mgr.; MR. ROBERT D. BOYLE, Senior Internal Auditor; MR. BEN ABALOS, Internal Auditor.

Diocesan Housing Corporation—MR. WILLIAM B. MURPHY, Exec. Dir.

Facilities Management—MR. JOHN W. MURPHY JR., Dir.

Office of Risk Management—MR. KURT HICKMAN, Dir.

Office of Christian Formation—MRS. EMILY FILIPPI, Dir.; MRS. KATHLEEN T. MCMASTER, Assoc. Dir.; MS. SHERI KEMP, Assoc. Dir.; MRS. BERNADETTE E. HARRIS, Assoc. Dir.; Dir. Lay Ecclesial Ministry Inst.; MRS. MELANIE CODDINGTON, Regl. Min. Christian Formation.

Office of Catholic Schools—MR. RAYMOND E. HONEYCUTT, Supt.; MRS. KELLY LAZZARA, Assoc.

Supt. Opers.; DR. ANGELA M. ALLEN, Assoc. Supt. Curriculum & Instruction.

Office of Evangelization—MR. MICHAEL F. SCHOOL, Dir.; MR. DANIEL WHITEHOUSE, Assoc. Dir.; MS. CARRIE POSTON, Prog. Coord.; MS. RHODA BEVC, Prog. Coord.

Center for Marriage, Family & Life—MR. MICHAEL F. SCHOOL, Exec. Dir.; MR. DANIEL WHITEHOUSE, Dir., Prog. & Support, Tel: 804-359-5661; MR. ALBERT DRUMMOND, Assoc. Dir. Communications, Technology & Special Projects, Tel: 804-622-5109; Fax: 804-368-9159; Email: cmf@richmonddiocese.org; MS. CARRIE POSTON, Prog. Coord.; MS. RHODA BEVC, Prog. & Marriage Prep. Coord.

Youth & Young Adult—MS. ANGIE POMETTO, Assoc. Dir. (Central & Western Vicariate); MR. CHRIS ANDERSON, Assoc. Dir. (Eastern Vicariate).

Campus Ministry—MR. ANDREW WARING, Assoc. Dir.

Office of Worship—Rev. SEAN M. PRINCE, Dir.

Office for the Hispanic Apostolate—Sr. INMA CUESTA-VENTURA, C.M.S., Dir.

Office for Black Catholics & Asian Ministry—MS. PAM HARRIS, Dir.

Office of Social Ministries—MR. MICHAEL F. SCHOOL, Interim Dir.; MR. JAMES MURIGU MWANGI, Regl. Coord. & Migrant Ministry; MS. CARRIE POSTON, Interim Prog. Coord.; Rev. RICHARD T. MOONEY, Prison Ministry.

Diocesan Councils and Organizations

Catholic Relief Services—(Sea Office of Social Ministry).

Catholic Daughters of America—State Regent: EILEEN DUMANSKY; 7306 Parkline Dr., Richmond, 23226. Tel: 804-662-5663.

Catholic Virginian (Diocesan Newspaper)—MR. BRIAN OLSEWSKI, Editor, Tel: 804-359-5654; Fax: 804-359-5689.

Council of Catholic Women—Contact: MRS. LOUISE HARTZ, Tel: 804-741-2487.

Cemeteries—Deacon ED HANDEL, Dir., Tel: 804-359-5661.

Council of Priests—See Presbyteral Council.

Catholic Charities—
Commonwealth Catholic Charities—1601 Rolling Hills Dr., Richmond, 23229. Tel: 804-285-5900. Ms. JOANNE D. NATTRASS, M.B.A., B.S.N., R.N., Exec. Dir.
Catholic Charities of Eastern Virginia, Inc.—5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-467-7707. MR. CHRISTOPHER R. TAN, Exec. Dir.

Commission for Ecumenical & Interreligious Affairs—Rev. TIMOTHY M. KUHNEMAN, Tel: 804-359-5661.

Finance Council—Contact: MR. MICHAEL J. MCGEE, CFO.

Haitian Ministry Commission—Office of Social Ministries. Tel: 804-622-5222.

Knights of Columbus—State Deputy: MR. STEPHEN KEHOE, Email: statedeputy@vafkof.org.

Diocesan Pastoral Council—Deacon RONALD A. REGER, Chm.

Diocesan School Board—3650 Hermitage Rd., Richmond, 23227. Tel: 804-822-3947. MS. JANE JOHNSON, Chm.

Presbyteral Council—Rev. WILLIAM DANIEL BEEMAN, Chair.

Propagation of the Faith—Deacon ROBERT H. GRIFFIN.

Respect Life—MR. MICHAEL F. SCHOOL, Exec. Dir.; MR. DANIEL WHITEHOUSE; MR. ALBERT DRUMMOND.

Secular Carmelite Communities—
Community of the Holy Spirit—SUNNI COWLING, O.C.D.S., Pres., 1211 Mt. Erin Dr., Richmond, 23231.
Community of Our Lady of the Annunciation—TRA IKNPSEL, O.C.D.S., Pres., 1288 Alanton Dr., Virginia Beach, 23454.

Third Order of the Dominicans—
Lay Fraternity of St. Dominic—St. Thomas Aquinas Chapter 01 Alderman Rd., Charlottesville, 22903. Very Rev. JOSEPH BARRANGER, O.P., Supvr.
Lay Fraternity of St. Dominic—Church of the Vietnamese Martyrs Rev. PAUL TRAN NGUYEN, O.P., 12500 Patterson Ave., Richmond, 23238.

Victim Assistance Coordinator—7800 Carousel Ln., Richmond, 23294. Tel: 804-622-5203. MRS. MARY-JANE M. FULLER.

Youth Ministry Council—MR. MICHAEL F. SCHOOL.

Liturgical Commission—Rev. SEAN M. PRINCE.

Commission for Black Catholic—2609 Mountain Berry Ct., Glen Allen, 23060. Tel: 804-314-8556. MS. CANDRA PARKER, Chm.

Building and Renovation Committee—Rev. ROBERT J. COLE, 800 Los Conaes Way, Virginia Beach, 23456. Tel: 757-426-2180.

Campus & Young Adult Ministry—MR. MICHAEL F. SCHOOL, Contact.

Christian Formation Commission—Our Lady of Perpetual Help, 314 Turner Rd., Salem, 24163. Tel: 540-387-0491. MS. BARBARA HAIRFIELD.

CLERGY, PARISHES, MISSIONS AND PAROCHIAL SCHOOLS

CITY OF RICHMOND

1—CATHEDRAL OF THE SACRED HEART (1906) [JC] Rev. Msgr. Patrick D. Golden, Rector; Deacons Christopher M. Malone; Marshall D. Banks; Mark C. Matte; Charles Williams Jr.; Michael David DeNoia; Mary Rebecca Pugsley, Interim Campus Min.

Bishop's Office—
 7800 Carousel Ln., 23294.

Cathedral Office—
 800 S. Cathedral Pl., 23220-1569. Tel: 804-359-5661; Fax: 804-358-8043; Email: info@richmondcathedral.org; Web: www.richmondcathedral.org.
 Church: 18 N. Laurel, 23220.

Catechesis Religious Program—Students 117.

2—ST. AUGUSTINE (Chesterfield Co.) (1973) Rev. Marlon Portillo Munoz, Admin.; Deacons Eric Christopher Broughton; Christopher Corrigan; Albert Hallat.
 Res.: 9608 Verlinda Ct., 23237.
 Church: 4400 Beulah Rd., 23237-1850. Tel: 804-275-7962; Fax: 804-271-4604; Email: sta@staugustineparish.net; Web: www.staugustineparish.net.

Catechesis Religious Program—Students 356.

3—SAINT BENEDICT (1911) [JC] Rev. Anthony E. Marques.
 Res.: 2900 Garrett St., 23221.
 Church: 800 N. Sheppard St., 23221-2407. Tel: 804-254-8810; Fax: 804-355-5112; Email: ioleary@saintbenedictparish.org; Web: www.saintbenedictparish.org.

School—Saint Benedict School
 3100 Grove Ave., 23221. Tel: 804-254-8850; Fax: 804-254-9163; Email: sress@saintbenedictschool.org; Web: www.saintbenedictschool.org. Mr. Sean M. Cruess, Prin. Lay Teachers 16; Students 182.

Catechesis Religious Program—
 Email: rharmick@saintbenedictparish.org. Robert Hamrick, D.R.E., Students 215.

4—ST. BRIDGET (Richmond, VA) (1949) Rev. Msgr. William H. Carr; Rev. John Christian, Parochial Vicar; Deacons Patrick Joseph White; Robert B.

Giovenco; Victor Petillo. In Res., Rev. Msgr. R. Francis Muench, J.C.L.
 Church: 6006 Thre Chopt Rd., 23226-2730. Email: parishmail@saintbridgetchurch.org; Web: www.saintbridgetchurch.org.
School—Saint Bridget Catholic School
 8011 York Rd., 23226. Tel: 804-288-1994; Fax: 804-288-5730; Email: information@saintbridget.org; Web: www.saintbridget.org. Mr. George Sadler, Prin. Lay Teachers 35; Students 456.
Catechesis Religious Program—Students 271.

5—CHURCH OF THE EPIPHANY (Chesterfield Co.) (1979)
 Mailing Address: 11000 Smoketree Dr., 23236-3144. Tel: 804-794-0222; Fax: 804-378-2013; Email: epiphany@epiphanychurch.org; Web: www.epiphanychurch.org. Rev. John C. Kazibwa, (Uganda); Deacons Stephen Haut; Belardino Lupini; Arthur Mendez.
 See Regional School St. Edward - Epiphany, Richmond under St. Edward, Richmond for details.
Catechesis Religious Program—Students 465.

6—CHURCH OF THE VIETNAMESE MARTYRS (1983) (Vietnamese)
 Mailing Address: 12486 Patterson Ave., 23238. Tel: 804-784-5450; Email: cvmrector@gmail.com. Rev. Paul Tuan Nguyen, O.P.; John Baptist Khoi Nguyen, Parochial Vicar.
Catechesis Religious Program—Students 257.

7—ST. EDWARD THE CONFESSOR (1959)
 Mailing Address: 2700 Dolfield Dr., North Chesterfield, 23235. Tel: 804-272-2948; Fax: 804-560-3565; Email: stedward@stedwardch.org; Web: www.stedchurch.com. Revs. Donald H. Lemay; Mark Kowalski, Parochial Vicar; Deacons James D. Greer; Thomas B. Elliott; Kevin Hogan; Robert D. Ewan. Res. & Church: 10908 Ashburn Rd., North Chesterfield, 23237-2618.
School—Regional School St. Edward-Epiphany
 10701 Huguenot Rd., 23235. Tel: 804-272-2881; Fax: 804-272-2904. Mrs. Emily Elliott, Prin. Lay Teachers 50; Students 491.
Catechesis Religious Program—Students 667.

8—ST. ELIZABETH (1923) [JC] (African American)

Mailing Address: 1301 Victor St., 23222-3935. Revs. Daniel O. Brady; James M. Arsenault, Parochial Vicar.
 Church: 2712 2nd Ave., 23222-3935. Tel: 804-329-4599; Fax: 804-321-0741; Email: stelzicc@verizon.net; Web: www.stelzicc.org.
School—All Saints
 3418 Noble Ave., 23222. Tel: 804-329-7524; Fax: 804-329-4201. Mr. Kenneth Soistman, Prin.
Catechesis Religious Program—Students 7.

9—HOLY ROSARY (1953) (African American) Rev. David J. Stanfill; Deacons Francis Nelson Jr.; Melvin D. Dowdy.
 Parish Office & Mailing Address: 3300 "R" St., 23223-0416. Tel: 804-222-1105; Fax: 804-226-2204; Email: office@hrcrichmond.org; Web: hrcrichmond.org. Res.: 901 Hunters Run Dr., 23223.
Catechesis Religious Program—Students 48.

10—ST. JOSEPH (1991)
 828 Buford Rd., 23235. Tel: 804-320-4932; Fax: 804-451-1009; Email: office@stjosephrichmond.org; Web: www.stjosephrichmond.org. Revs. Robert Novokowsky, F.S.S.P.; Terrence Gordon, F.S.S.P., Parochial Vicar.
Catechesis Religious Program—Students 103.

11—ST. KIM TAEON (1986) (Korean)
 Mailing Address: 3103 Maury St., 23224-3559. Tel: 804-232-0993; Fax: 804-232-0992. Rev. Myoungang Lee.
 Church: 3100 Logandale Ave., 23224.
Catechesis Religious Program—Students 49.

12—ST. MARY (1962)
 Mailing Address: 9505 Gayton Rd., 23229-5319. Tel: 804-740-4044; Fax: 804-740-2197; Email: parish@stmarysrichmond.org; Web: www.stmarysrichmond.org. Rev. Michael A. Renninger; Deacons Joseph Thomas Marlin; Frank Ronald Baskind, Ph.D.; Sr. Pat McCarthy, S.F.C.C., Pastoral Assoc.; Rebecca Oxenreider, Parish Social Ministry; Joe Lenich, Music Min.; Mark Yeager, Dir. Parish Admin.; Gregg Kamper, Business Mgr.; Sharon Vrtis, Liturgy Dir.; Teresa Lee, Dir. Evangelism. In Res., Rev. James M. Arsenault.

Third Order of St. Francis 5; Total Staff, Bon Secours Mary Immaculate 853; Outpatients 75,578; Inpatients 7,841

NORFOLK. Bon Secours De Paul Medical Center, Inc., 150 Kingsley Ln., Norfolk, 23505. Tel: 757-889-5000; Fax: 757-889-6837; Web: bonsecourshamptonroads.com. John Barrett, CEO. Bon Secours Ministries
Bon Secours DePaul Medical Center
Bon Secours DePaul Health Foundation
Bon Secours Bayley Properties Bed Capacity 204; Outpatients 83,842; Inpatients 7,315; Staff 787.

PORTSMOUTH. Bon Secours Hampton Roads Health Systems, Inc., 3636 High St., Portsmouth, 23707-3236. Tel: 757-398-2122. Joseph M. Oddis, CEO. Bed Capacity 346; Total Staff 1,913.

Bon Secours Maryview Medical Center, 3636 High St., Portsmouth, 23707. Tel: 757-398-2200; Fax: 757-398-2359; Web: www.bonsecourshamptonroads.com. Joseph M. Oddis, CEO; Richard Chasse, Dir. Pastoral Care; Rita Hickey, Rev. Pantaleon O. Manalo, Chap. Sisters of Bon Secours.
Maryview Hospital Bed Capacity 346; Total Staff 1,569; Outpatients 187,915; Inpatients 1,400.
Maryview Behavioral Medicine Center, 3636 High St., Portsmouth, 23707. Tel: 757-398-2589; Fax: 757-398-2396; Web: www.bonsecourshamptonroads.com. Lucy Kociman, Admin. Bed Capacity 54; Patients Asst Annual. 2,362; Total Staff 70.

[F] CHILD LEARNING CENTERS

RICHMOND. Sacred Heart Center, Inc., 1400 Perry St., 23224. Tel: 804-230-4399; Fax: 804-231-7247; Email: tanya-gonzalez@shrchrchomd.org. Tanya Gonzalez, Exec. Dir.; Rev. John Podsiadlo, S.J., Dir. Leadership & Volunteer Prog.; Adult Education, Social Services, Latino Outreach.

BLACKSBURG. St. Mary's Little Angels Preschool (1988) 1205 Old Mill Rd., Blacksburg, 24060-3618. Tel: 540-951-0916; Fax: 540-953-2962; Email: littleangels@stmarysblacksburg.org; Web: www.stmarysblacksburg.org/smla. Kimberly Koese, Preschool Coord. Preschool: ages 3-5 year olds; Parent Morning Out: 18-36 months Lay Teachers 12; Students 63.

VIRGINIA BEACH. Holy Family Day School, 1279 N. Great Neck Rd., Virginia Beach, 23464-2117. Tel: 757-481-1180; Fax: 757-481-3989; Email: dayschoolprincipal@holymfamilyvb.org; Web: www.holymfamilyvb.org. Cynthia Girard, Prin.; Colleen Oates, Bookkeeper. Lay Teachers 5.

[G] HOMES FOR THE AGED

RICHMOND. St. Francis Home, Inc., 65 W. CLOPTON ST., 23225. Tel: 804-231-1943; Fax: 804-231-1065; Email: bslough@saaintfranchome.com. Bruce M. Slough, Exec. Dir. Bed Capacity 135; Tot Asst. Annually 170; Total Staff 52.

St. Joseph's Home for the Aged/Jeanne Jugan Pavilion (1874) 1503 Michaels Rd., Henrico, 23229. Tel: 804-288-6245; Fax: 804-288-8906; Email: msrichmond@littlesistersoftheppoor.org. Sr. Marie Edward Quinn, Supr. & Admin. Attended by Rev. Kenneth Wood (Chap.) Bed Capacity 96; Guests 98; Little Sisters of the Poor 10; Tot Asst. Annually 96; Total Staff 130; Direct Care 125.

St. Mary's Woods (1986) 1257 Marywood Ln., 23229. Tel: 804-741-8624; Fax: 804-740-7912; Email: randy.scott@stmaryswoods.com; Web: stmaryswoods.com. Randy Scott, Admin. Total Staff 75; Independent Units 34; Total Assisted Living 86; Units 120.

Our Lady of Hope Health Center, Inc., 13700 N. Gayton Rd., 23223. Tel: 804-360-1960; Fax: 804-364-0737; Email: mfarmer@ourladyofhope.com; Web: www.ourladyofhope.com. Julia Fretwell, L.N.H.A., Admin. Total Staff 203; Nursing Home Residents 60; Assisted Living 77.

CHARLOTTESVILLE. Our Lady of Peace, 751 Hillsdale Dr., Charlottesville, 22901. Tel: 434-973-1155; Fax: 434-973-3397; Web: www.our-lady-of-peace.com. Sara Ward, L.N.H.A., Exec. Dir. Total Staff 124; Nursing Bed Capacity 30; Independent Units 32; Assisted Units 94.

LYNCHBURG. H.C. Housing, Inc. dba McGurk House, 2425 Tate Springs Rd., Lynchburg, 24501. Tel: 434-846-2426; Fax: 434-847-5046; Email: mcgurkhouse@comcast.net; Web: www.mcgurkhouse.org. Elizabeth Nicely, Mgr. Independent Living for adults 62 years or older or mobility impaired. Total Staff 5; Apartments 88.

NEWPORT NEWS. St. Francis Nursing Center, 4 Ridgewood Pkwy., Newport News, 23602. Tel: 757-886-6500; Fax: 757-886-6539; Web: www.bshsivr.com. Robin Smith, Admin. Bed Capacity 115; Tot Asst. Annually 102; Total Staff 110; Total Assisted 1,582.

ROANOKE. Our Lady of the Valley Retirement Community, 650 N. Jefferson St., Roanoke, 24016. Tel: 540-345-5111; Fax: 540-985-6561; Web: www.

OurLadyoftheValley.com. Mary Lynn Yengst, L.N.H.A., Admin. Assisted Living Beds 98; Skilled Nursing Facility Beds 70; Staff 136.

SUFFOLK. Bon Secours-Maryview Nursing Center, 4776 Bridge Rd., Suffolk, 23435. Tel: 757-686-0488; Fax: 757-686-8211. Diana L. Jarrett, Admin.
Martha W. Davis Cancer Center.
Maryview Employee Assistance Program.
Maryview MedCare Centers (Urgent Care).
Maryview Wellspring Home Health Agency.
Maryview Hospice Program. Bed Capacity 120

VIRGINIA BEACH. Marian Manor (1988) 5345 Marian Ln., Virginia Beach, 23462. Tel: 757-456-5018; Fax: 757-497-7661; Email: karen@marian-manor.com; Web: www.marian-manor.com. Karen Land, Exec. Dir. Tot Asst. Annually 186; Total Staff 100; IAL Beds 18; Assisted Living Beds 109.

Our Lady of Perpetual Help Health Center, Inc., 4560 Princess Anne Rd., Virginia Beach, 23462-7905. Tel: 757-495-4211; Fax: 757-495-7366; Email: tanderson@ourladyperpetualhelp.com; Web: www.OurLadyPerpetualHelp.com. Theresa Anderson, L.N.H.A., Admin. Bed Capacity 123; Tot Asst. Annually 123; Total Staff 160.

Russell House, 900 First Colonial Rd., Virginia Beach, 23464. Tel: 757-481-0770; Fax: 757-496-0859; Email: russellhouse@druckerandfalk.com. Connie Cooke, Property Mgr. Residents 126; Total Staff 6; Units 119.

[H] SPECIALIZED SERVICES

RICHMOND. Commonwealth Catholic Charities (1923) 1601 Rolling Hills Dr., 23229-5011. Tel: 804-286-5900; Fax: 804-285-9130; Email: agancy@cccfva.org; Web: www.cccfva.org. Ms. Joanne D. Natrass, M.B.A., B.S.N., R.N., Exec. Dir.

Satellite Offices:
 918 Harris St., Ste. 1G, Charlottesville, 22903. Tel: 434-974-6880; Fax: 434-296-6002.
 541 Luck Ave. S.W., Ste. 118, Roanoke, 24016-5055. Tel: 540-342-0411; Fax: 540-342-3807.
 507 Park Ave., S.W., Norton, 24273. Tel: 276-679-1195; Fax: 276-679-2719.
 820 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561; Fax: 540-344-7513.
 836 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561; Fax: 540-344-7513.
St. Francis House, 820 Campbell Ave., S.W., Roanoke, 24016-3536. Tel: 540-342-7561, Ext. 319; Fax: 540-344-7513.
 12284 Warwick Blvd., Ste. 1-A, Newport News, 23606-3855. Tel: 757-247-3600; Fax: 757-247-1070.
 827 Commerce St., Petersburg, 23803. Tel: 804-733-6207; Fax: 804-733-0099.
 511 W. Grace St., 23220-4911. Tel: 804-648-4177; Fax: 804-648-4931. Total Staff 152; Total Assisted 66,630

VIRGINIA BEACH. Catholic Charities of Eastern Virginia, Inc., 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-456-2366; Fax: 757-456-2367; Email: help@ceeva.org; Web: www.ceeva.org. Mr. Christopher R. Tan, CEO.

Branch Offices:
 4855 Princess Anne Rd., Virginia Beach, 23462. Tel: 757-467-7707; Fax: 757-495-3206.
 1301 Colonial Ave., Norfolk, 23517. Tel: 757-533-5217; Fax: 757-533-9562.
 3804 Poplar Hill Rd., Ste. A, Chesapeake, 23321. Tel: 757-484-0703; Fax: 757-484-1096.
 12829 Jefferson Ave., Ste. 101, Newport News, 23608. Tel: 757-875-0060; Fax: 757-877-7883.

Other Offices:
Catholic Charities Outreach Center, 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-490-4931; Fax: 757-456-2367.

[I] MONASTERIES AND RESIDENCES OF PRIESTS AND BROTHERS

RICHMOND. Mary Mother of the Church Abbey, 12829 River Rd., 23288-7206. Tel: 804-784-8508; Fax: 804-784-2214; Email: abbeyinfo@richmondmonks.org; Web: www.richmondmonks.org. Rt. Revs. Placid Solari, O.S.B., Admin.; Benedict R. McDermott, O.S.B., (Retired); Bro. Ambrose Okema, O.S.B.; Revs. Gregory Gresko, O.S.B.; Adrian W. Harnenag, O.S.B.; Bros. David Owen, O.S.B.; Jeffery Williams, O.S.B.; Robert Nguyen, O.S.B.; Rev. John Mary Lugenwa, O.S.B., Prior; Bro. Vincent McDermott, O.S.B. Benedictine Monks. Brothers 5; Priests 4.

[J] CONVENTS AND RESIDENCES FOR SISTERS

RICHMOND. Benedictine Sisters of Virginia, Saint Gertrude Convent, 6826 Monument Avenue, 23226. Tel: 804-814-2793; Email: srkatpers@gmail.com; Web: osv.org. Sr. Kathleen L. Persson, O.S.B., L.C.S.W. Sisters 2.

Comboni Missionary Sisters, Delegation House, 1307 Lakeside Ave., 23228-4710. Tel: 804-268-2975; Tel: 804-262-8827; Fax: 804-264-2906; Email:

cnusaprov@verizon.net; Web: www.comboniano.com. Sr. Mary Bernadette Hilmer, C.M.S., Supr. Sisters 15.

BARHAMSVILLE. Bethlehem Monastery of the Poor Clare Nuns, 5500 Holly Fork Rd., Barhamsville, 23011. Tel: 757-566-1694; Fax: 757-566-1697; Email: mtstfrancis@gmail.com; Web: www.poor-clares.org. Mother Mary Therese, P.C.C., Abbess. Observing the Primitive Rule of St. Clare, Constitutions of the Poor Clare Federation of Mary Immaculate (strictly cloistered, solemn vows). Novices 3; Sisters 25; Solemnly Professed 16; Junior Professed 2.

CROZET. Our Lady of the Angels Monastery (1987) Cistercian Nuns of the Strict Observance in Virginia, Inc., 3365 Monastery Dr., Crozet, 22932. Tel: 434-823-1452; Fax: 434-823-6379; Email: sisters@lamonastery.org; Web: www.lamonastery.org. Mother Kathy Ullrich, O.C.S.O., Prioress. Professed 13; Sisters 12.

NEWPORT NEWS. Bernardine Sisters of the Third Order of St. Francis, 6A Ridgewood Pkwy., Newport News, 23602-4484. Tel: 757-886-6391; Fax: 757-886-6751; Web: www.bfranciscan.org. Sr. Bernard Marie Magill, O.S.F., M.S., N.A.C.C., M.A., Team Leader, Bernardine Franciscans in Newport News, VA. Sisters 5.

NORFOLK. Sisters Servants of the Immaculate Heart of Mary (1845) Tel: 757-769-7009; Tel: 757-588-6171; Fax: 757-587-6580; Email: piushmva@aol.com; Web: www.ihmmaculata.org.

St. Pius X Convent, 7813 Halprin Dr., Norfolk, 23518. Tel: 757-769-7009 (Home); Tel: 757-589-6171 (School); Fax: 757-587-6580; Email: piushmva@aol.com (Home). Sr. Linda Taber, I.H.M., Supr. Sisters 5.

PORTSMOUTH. Sisters of St. Secours (1824) 412 West Rd., Portsmouth, 23707. Tel: 757-397-3869; Email: rita_thomas@bshsi.com. Sr. Rita Thomas, M.S.N., Pres.

ROCKVILLE. Monastery of the Visitation Monte Maria, 12221 Bienvenue Rd., Rockville, 23146-1620. Tel: 804-749-4885; Email: info@visitationmontemaria.com; Web: www.visitationmontemaria.com. Mother Mary Paula Zemonienius, V.H.M., Supr. Novices 2; Visitation Sisters 9.

VIRGINIA BEACH. Franciscan Sisters of St. Joseph, 6112 Level Green Ct., Virginia Beach, 23464-4511. Tel: 757-420-1431; Email: mbogaevor@yahoo.com.

Sisters Servants of I.H.M., St. Gregory the Great, 6349 Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-497-7517; Fax: 757-497-7005; Email: smaryihm@stgregory.pvt.k12.va.us; Email: stgregsihms@aol.com Convent. Sr. Mary Catherine Chapman, I.H.M., Ed.D., Supr./Prin.

WILLIAMSBURG. Sisters of Mercy, Walsingham Academy, 1100 Jamestown Rd., P.O. Box 8702, Williamsburg, 23187-8702. Tel: 757-229-2642 (Lower School); Tel: 757-229-6026 (Upper School); Tel: 757-220-8735 (Convent); Fax: 757-259-1401; Web: www.walsingham.org. Sisters Mary Jeanne Oesterle, R.S.M., Pres.; Rose Morris, R.S.M., Volunteer. Sisters 2.

[K] RETREAT HOUSES

ABINGDON. Jubilee House Retreat Center, 822 E. Main St., Abingdon, 24210-4415. Tel: 276-619-0919; Fax: 276-619-0919; Email: info@jubilee retreat.org; Web: www.jubilee retreat.org.

MONTPELIER. Shalom House, P.O. Box 196, Montpelier, 23192. Tel: 804-883-6149; Fax: 804-883-5298. Mary E. Alexander, Dir.

ROANOKE. Madonna House, 828 Campbell Ave., S.W., Roanoke, 24016. Tel: 540-343-8464; Email: mhrke79@gmail.com; Web: www.madonnahouse.org. Ms. Marie McLaughlin, Dir.

[L] CAMPUS MINISTRY

RICHMOND. Catholic Campus Ministry, Virginia Commonwealth University, 800 Cathedral Pl., 23220.

ASHLAND. Catholic Campus Ministry, Randolph Macon College, 105 S. Snead St., Ashland, 23005.

BLACKSBURG. Virginia Tech, Newman Community, 203 Otey St., Blacksburg, 24060. Tel: 540-951-0032.

CHARLOTTESVILLE. Catholic Campus Ministry, University of Virginia, 401 Alderman Rd., Charlottesville, 22903.

FARMVILLE. Catholic Campus Ministry, Hampden-Sydney & Longwood Univ., 114 Midtown Ave., Farmville, 23901.

HARRISONBURG. Catholic Campus Ministry, James Madison University, 1052 S. Main St., Harrisonburg, 22801.

LEXINGTON. Catholic Campus Ministry, Washington & Lee Univ. & VMI, P.O. Box 725, Lexington, 24450.

LYNCHBURG. Catholic Campus Ministry, Lynchburg College, 710 Clay St., Lynchburg, 24504.

NEWPORT NEWS. Catholic Campus Ministry, Christopher Newport University, 100 Harpersville Rd., Newport News, 23601.

NORFOLK. *Catholic Campus Ministry, Norfolk State University*, 1000 Holt St., Norfolk, 23504.
Catholic Campus Ministry, Old Dominion University, 1306 W. 49th St., Norfolk, 23508. Mrs. Marissa O'Neil, Dir.; Rev. George Prado, Chap.
 NORTON. *Catholic Campus Ministry, University of Virginia at Wise*, 1009 Virginia Ave., N.W., Norton, 24273.
 RADFORD. *Catholic Campus Ministry, Radford University*, 1024A Clement St., Radford, 24141.
 SALEM. *Catholic Campus Ministry, Roanoke College*, 221 College Ln., Salem, 24153.
 WILLIAMSBURG. *Catholic Campus Ministry, College of William & Mary*, 10 Harrison Ave., Williamsburg, 23185.

[M] MISCELLANEOUS

RICHMOND. *The Catholic Community Foundation of the Diocese of Richmond*, 7800 Carousel Ln., 23294. Tel: 804-359-5661; Email: mkeightley@richmondciocese.org; Web: www.richmondatholicroadition.org. Mrs. Keightley Keightley, Exec.
St. Francis Home of Richmond Foundation, Ltd., 65 W. Clopton St., 23225. Tel: 804-231-1943; Fax: 804-231-1065. Bruce M. Slough, Exec. Dir. Provides grants to subsidize cost of care for aged, infirm and disabled residents of limited means.
Shroud of Turin Center, 12829 River Rd., 23238. Tel: 804-977-4820; Email: bryan1106@comcast.net; Email: Shroud_Center@comcast.net. Bryan Walsh, Dir. Provides educational services and conducts historical research into the Shroud of Turin.
 CHARLOTTESVILLE. *Saint Anselm Institute for Catholic Thought* (2001) P.O. Box 6432, Charlottesville, 22908-6432. Tel: 434-924-6993; Fax: 434-924-3389; Email: info@stanselmstitute.org; Web: www.stanselmstitute.org. Charles A. Kromkowski.
 ROANOKE. *Catholic Historical Museum of the Roanoke Valley* (Museum & Religious Goods) 501A Marshall Ave., S.W., Roanoke, 24016-3627. Tel: 540-556-7240; Tel: 540-397-4028; Email: chmrv1@gmail.com; Web: https://www.facebook.com/pg/Catholic-Historical-Museum-of-the-Roanoke-Valley-1494399960650995/community/?ref=page_internal. Karl Kleinhenz, Pres.; Cheri Hughes, Exec. Dir.
 VIRGINIA BEACH. *Catholic Charities of Eastern Virginia Foundation*, 5361-A Virginia Beach Blvd., Virginia Beach, 23462. Tel: 757-456-2366; Fax: 757-456-2367; Web: www.cceva.org. Christopher Tan, CEO.

**Missioners of Christ*, 5880 Oak Terrace Dr., Virginia Beach, 23464.
San Lorenzo Spiritual Center, P.O. Box 64458, Virginia Beach, 23467-4458. Tel: 757-471-8949; Fax: 757-471-3114.

RELIGIOUS INSTITUTES OF MEN REPRESENTED IN THE DIOCESE

For further details refer to the corresponding bracketed number in the Religious Institutes of Men or Women section.

[0200]—*Benedictine Monks* (Latrobe, PA)—O.S.B.
 [1350]—*Brothers of St. Francis Xavier*—C.F.X.
 [0690]—*Jesuits Fathers and Brothers*—S.J.
 [0430]—*Order of Preachers (Dominicans)* (Province of St. Joseph)—O.P.

RELIGIOUS INSTITUTES OF WOMEN REPRESENTED IN THE DIOCESE

[0230]—*Benedictine Sisters of Pontifical Jurisdiction*—O.S.B.
 [1810]—*Bernardine Sisters of the Third Order of St. Francis*—O.S.F.
 [0670]—*Cistercian Nuns of the Strict Observance*—O.C.S.O.
 [0690]—*Comboni Missionary Sisters*—C.M.S.
 [0270]—*Congregation of Bon Secours*—C.B.S.
 [1070-09]—*Congregation of St. Catherine of Siena, Racine*—O.P.
 [1070-07]—*Congregation of St. Cecelia, Nashville*—O.P.
 [1070-13]—*Congregation of the Most Holy Rosary, Adrian*—O.P.
 [0760]—*Daughters of Charity of St. Vincent de Paul*—D.C.
 [0820]—*Daughters of the Holy Spirit*—D.H.S.
 [0960]—*Daughters of Wisdom*—D.W.
 [1180]—*The Franciscan Sisters*—O.S.F.
 [1840]—*Grey Nuns of the Sacred Heart*—G.N.S.H.
 [2575]—*Institute of the Sisters of Mercy of the Americas*—R.S.M.
 [2340]—*Little Sisters of the Poor*—L.S.P.
 [2490]—*Medical Mission Sisters*—S.C.M.M.
 [2490]—*Medical Mission Sisters*—M.M.S.
 [2480]—*Medical Missionaries of Mary*—M.M.M.
 [3760]—*Order of St. Clare*—P.C.C.
 [3640]—*Poor Servants of the Mother of God*—S.M.G.
 [3465]—*Religious of the Sacred Heart of Mary* (Eastern American Prov.)—R.S.H.M.
 [2970]—*School Sisters of Notre Dame*—S.S.N.D.
 [1070-03]—*Sinsinawa Dominican Congregation of the Most Holy Rosary*—O.P.
 []—*Sisters for Christian Community*—S.F.C.C.
 [0500]—*Sisters of Charity of Nazareth*—S.C.N.

[0990]—*Sisters of Divine Providence* (Our Lady of Divine Providence Prov.)—C.D.P.
 [2990]—*Sisters of Notre Dame*—S.N.D.
 [1530]—*Sisters of St. Francis of the Congregation of Our Lady of Lourdes, Sylvania, Ohio*—O.S.F.
 [3840]—*Sisters of St. Joseph of Carondelet*—C.S.J.
 [2980]—*Sisters of the Congregation of Notre Dame*—C.N.D.
 [1990]—*Sisters of the Holy Names of Jesus and Mary*—S.N.J.M.
 [2170]—*Sisters, Servants of the Immaculate Heart of Mary* (Immaculata, PA)—I.H.M.
 [4190]—*Ursuline Sisters of the Congregation of Tildonk, Belgium*—O.S.U.
 [4190]—*Visitation Nuns*—V.H.M.

DIOCESAN CEMETERIES

RICHMOND. *Holy Cross Cemetery*, 1628 Matthews St., 23222. Tel: 804-321-5936
Mount Calvary, 1400 S. Randolph St., 23220. Tel: 804-365-5271; Fax: 804-365-5277; Email: jim.glass@mcvalvary.com. Mr. Jim Glass, Business Mgr. Total Plots 30,000; Plots Available 5,000
 LYNCHBURG. *Holy Cross*, 710 Clay St., Lynchburg, 24504. Tel: 434-846-5245; Fax: 434-846-7022
 NORFOLK. *St. Mary's Catholic Cemetery*, 3000 Church St., Norfolk, 23504. Tel: 757-627-2874; Fax: 757-627-0369
 PORTSMOUTH. *All Saints Catholic Cemetery* (formerly *St. Paul's Cemetery*), P.O. Box 155, Portsmouth, 23706. Tel: 757-483-6201
 ROANOKE. *St. Andrew's Diocesan Cemetery*, 3601 Salem Tpke., N.W., Roanoke, 24017. Tel: 540-595-7173; Fax: 540-342-9180; Email: standrewscemetery@gmail.com
 SOUTH PRINCE GEORGE. *Sacred Heart Cemetery Corporation*, 9300 Community Ln., South Prince George, 23805. Tel: 804-732-6385; Email: dhanzlik87@gmail.com. Rev. Christopher Martin Hess, Pres.; Mr. David Hanzlik, Dir.; Mr. Michael Hanzlik, Dir.; Mr. Lewis Hanzlik, Dir.; Mr. Thomas McCormick, Dir. Total Plots 680; Plots Available 94

NECROLOGY

† DiLorenzo, Francis X., Bishop of Richmond, Died Aug. 17, 2017
 † Cervantes, Leo, (Retired), Died Nov. 27, 2016
 † Kauffmann, James, Died Jun. 19, 2017
 † Nott, David L., Died Apr. 16, 2017
 † Thuy, Pham Quang, (Retired), Died Oct. 18, 2017

An asterisk (*) denotes an organization that has established tax-exempt status directly with the IRS and is not covered by the USCCB Group Ruling.

SCC Corporate Bureau of Catholic Charities



Vir

CISM0180

CORPORATE DATA INQUIRY

03/11/14

17:15:56

CORP ID: 0025662 - 8 STATUS: 10 TERM(AUTO AR/\$) STATUS DATE: 02/28/11
 CORP NAME: BUREAU OF CATHOLIC CHARITIES

DATE OF CERTIFICATE: 10/06/1923 PERIOD OF DURATION: INDUSTRY CODE: 00
 STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: N NON-STOCK
 MERGER IND: CONVERSION/DOMESTICATION IND:
 GOOD STANDING IND: N TERM(AUTO AR) MONITOR INDICATOR:
 CHARTER FEE: MON NO: MON STATUS: MONITOR DTE:
 R/A NAME: GREER P JACKSON JR

STREET: SPINELLA OWINGS & SHAIA AR RTN MAIL:
 8550 MAYLAND DRIVE

CITY: RICHMOND STATE : VA ZIP: 23294

R/A STATUS: 4 ATTORNEY EFF. DATE: 02/18/04 LOC : 143
 ACCEPTED AR#: 209 66 0188 DATE: 08/25/09 HENRICO COUNTY
 CURRENT AR#: 209 66 0188 DATE: 08/25/09 STATUS: A ASSESSMENT INDICATOR: 1
 YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
 00

(Screen Id:/Corp_Data_Inquiry)

J

Relocation Plan

(MANDATORY, if tenants are displaced)

This deal does not require
information behind this tab.

K

Documentation of
Development Location

K.1

Revitalization Area
Certification

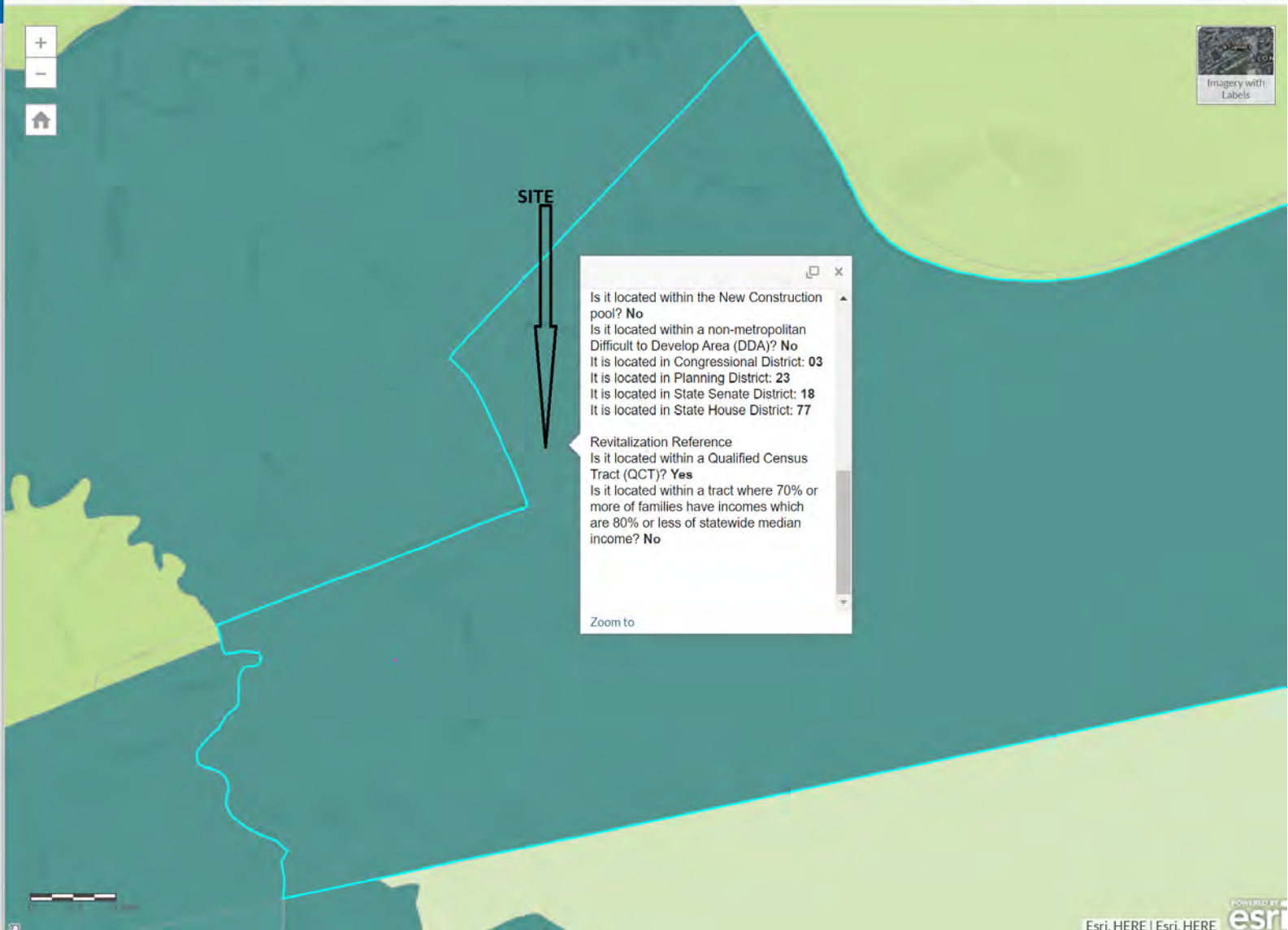
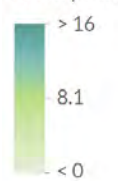
Legend

Existing Tax Credit Locations

DDA - Metropolitan

Percent Poverty and Additional Information

Poverty Percentage



K.2

Location Map



Location Map



Imagery ©2020 Commonwealth of Virginia, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2020 200 ft

Legend

Existing Tax Credit Locations

DDA - Metropolitan

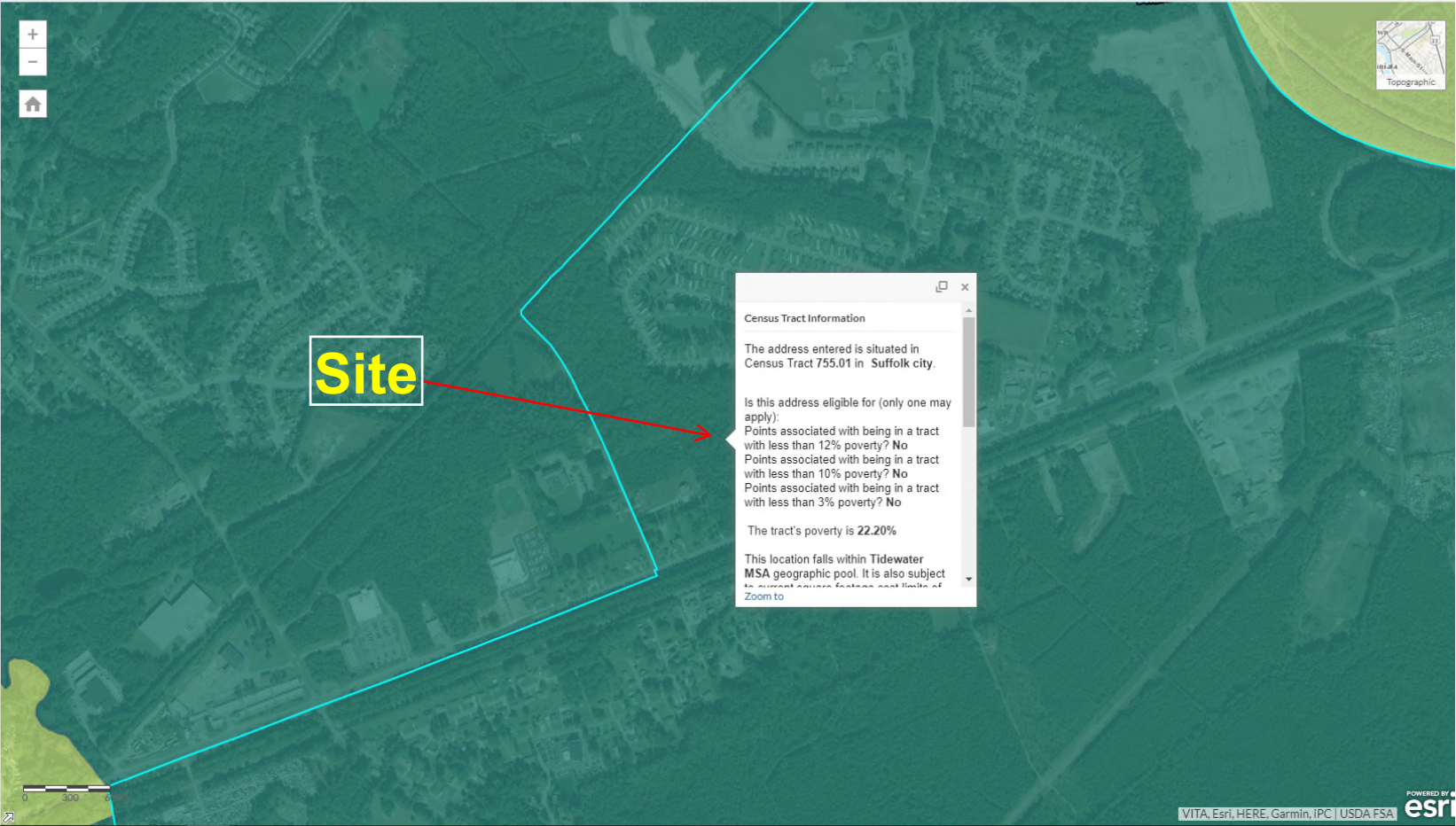
Percent Poverty and Additional Information

Poverty Percentage

> 16

8.1

< 0



Census Tract Information

The address entered is situated in Census Tract 755.01 in Suffolk city.

Is this address eligible for (only one may apply):

- Points associated with being in a tract with less than 12% poverty? No
- Points associated with being in a tract with less than 10% poverty? No
- Points associated with being in a tract with less than 3% poverty? No

The tract's poverty is 22.20%

This location falls within Tidewater MSA geographic pool. It is also subject to current source feature set limits of Zoom to



K.3

Surveyor's Certification of
Proximity to Public
Transportation



PINNACLE GROUP ENGINEERING, INC.

CIVIL ENGINEERING

Surveyor's Certification of Proximity to Transportation

DATE: 03/09/2020

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220-6500

RE: 2020 Tax Credit Reservation Request
Name of Development: Oak Terrace
Name of Owner: Oak Terrace LLC


Gentlemen:

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

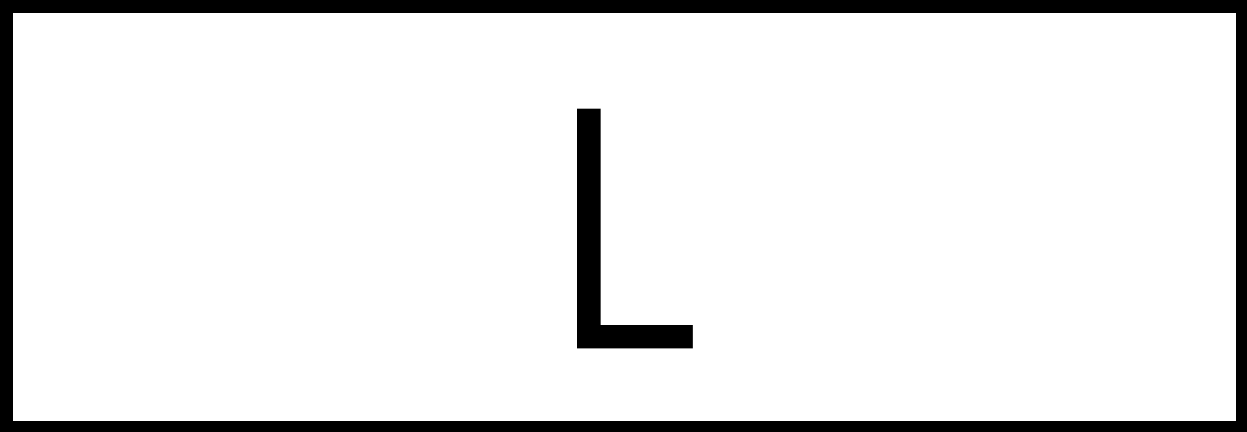
Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; or
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Pinnacle Group Engineering, Inc.
Firm Name

By: 
E. Rodney Flores, P.E.
Virginia License #31038

Its: President
Title



L

PHA/Section 8 Notification
Letter

PHA or Section 8 Notification Letter

DATE: March 5, 2020

TO: Suffolk Redev. & Housing Authority
530 East Pinner St.
Suffolk, VA 23434

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Oak Terrace
Name of Owner: Oak Terrace LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on February 2022 (date).

The following is a brief description of the proposed development:

Development Address:
1140 Portsmouth Blvd., Suffolk, VA 23434

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>120</u> # units	<u>5</u> # Bldgs
<input type="checkbox"/> Adaptive Reuse:	<u> </u> # units	<u> </u> # Bldgs
<input type="checkbox"/> Rehabilitation:	<u> </u> # units	<u> </u> # Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ <u> </u> / month
<input type="checkbox"/> 1 Bedroom Units:	\$ <u> </u> / month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>371 - 1,100</u> / month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>414 - 1,210</u> / month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u> / month

Other Descriptive Information:

Oak Terrace will be an apartment community of 120 units for the general population.

PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at
~~(321) 666-3587~~ (336) 669-3587

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

Sincerely yours,



Charlie Heritage

Name

Manager

Title

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

Seen and Acknowledged By: Tracey C. Snipes

Printed Name: Tracey C. Snipes

Title: Executive Director / CEO

Phone: (757) 539-2100

Date: 3/10/2020

Track Another Package +

Tracking Number: EJ168825746US

Remove X

Scheduled Delivery by

MONDAY

9

MARCH
2020 ⓘ

by

3:00pm ⓘ

Feedback

 **Delivered**

March 6, 2020 at 11:01 am
Delivered
SUFFOLK, VA 23434

Get Updates ▾

Text & Email Updates ▾

Proof of Delivery ▾

Tracking History ▲

March 6, 2020, 11:01 am

Delivered

SUFFOLK, VA 23434

Your item was delivered at 11:01 am on March 6, 2020 in SUFFOLK, VA 23434. The item was signed for by D POWERS.

March 6, 2020, 9:44 am

Arrived at Post Office
SUFFOLK, VA 23434

March 6, 2020, 8:28 am

Arrived at USPS Regional Destination Facility
NORFOLK VA DISTRIBUTION CENTER

March 5, 2020, 8:48 pm

Departed USPS Regional Facility
GREENSBORO NC DISTRIBUTION CENTER

March 5, 2020, 7:01 pm

Arrived at USPS Regional Origin Facility
GREENSBORO NC DISTRIBUTION CENTER

March 5, 2020, 3:32 pm

USPS in possession of item
GREENSBORO, NC 27409

Feedback

Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

M

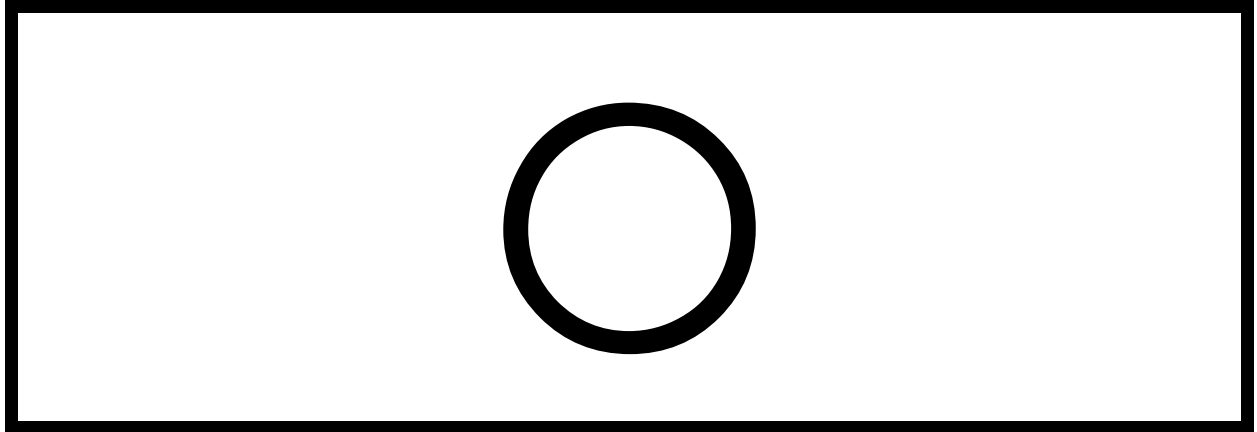
Locality CEO Response
Letter

This deal does not require
information behind this tab.

N

Homeownership Plan

This deal does not require
information behind this tab.



Plan of Development
Certification Letter

This deal does not require
information behind this tab.

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

VHDA Experienced LIHTC Developers

Notes:

Updated:

1/30/2020

I Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

I Listed if documentation supported at least 6 LIHTC developments

I Listed if a principal who has developed at least 3 LIHTC deals and has at least \$500,000 in liquid assets

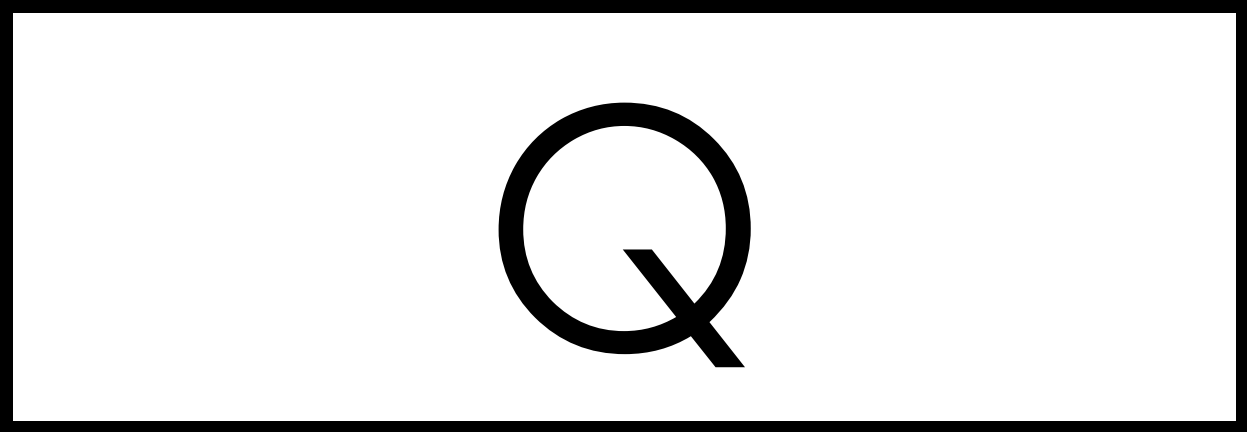
See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.	28 Fore, Richard L.	55 Mirmelstein, George
2 Asarch, Chad	29 Franklin, Wendell C.	56 Nelson, IV, John M.
3 Arista, Roberto	30 Friedman, Mitchell M.	57 Orth, Kevin
4 Barnhart, Richard K.	31 Gardner, Mark E.	58 Page, David
5 Baron, Richard	32 Gunderman, Timothy L.	59 Parent, Brian
6 Bennett, Vincent R.	33 Haskins, Robert G.	60 Park, Richard A.
7 Burns, Laura P.	34 Heatwole, F. Andrew	61 Park, William N.
8 Chapman, Tim	35 Honeycutt, Thomas W.	62 Pasquesi, R.J.
9 Cohen, Howard Earl	36 Hunt, Michael C.	63 Pedigo, Gerald K.
10 Connelly, T. Kevin	37 Iglesias, Adrian	64 Poulin, Brian M.
11 Connors, Cathy	38 Jester, M. David	65 Queener, Brad
12 Copeland, M. Scott	39 Johnston, Thomas M.	66 Ripley, F. Scott
13 Copeland, Robert O.	40 Jones Kirkland, Janice	67 Ripley, Ronald C.
14 Copeland, Todd A.	41 Kirkland, Milton L.	68 Ross, Stephen M.
15 Cordingley, Bruce A.	42 Kittle, Jeffery L.	69 Salazar, Tony
16 Counselman, Richard	43 Koogler, David M.	70 Sari, Lisa A.
17 Crosland, Jr., John	44 Koogler, David Mark	71 Sinito, Frank T.
18 Curtis, Lawrence H.	45 Lancaster, Dale	72 Stockmaster, Adam J.
19 Daigle, Marc	46 Lawson, Phillip O.	73 Stoffregen, Phillip J.
20 Dambly, Mark H.	47 Lawson, Steve	74 Surber, Jen
21 Deutch, David O.	48 Leon, Miles B.	75 Valey, Ernst
22 Dischinger, Chris	49 Lewis, David R.	76 Uram, David
23 Douglas, David D.	50 Margolis, Robert B.	77 Wilson, Stephen
24 Edmondson, Jim	51 McCormack, Kevin	78 Woda, Jeffrey J.
25 Ellis, Gary D.	52 McNamara, Michael L.	79 Wohl, Michael D.
26 Fekas, William L.	53 Melton, Melvin B.	80 Wolfson, III, Louis
27 Fitch, Hollis M.	54 Midura, Ronald J.	

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

1 AHC, Inc.
2 Alexandria RHA
3 Arlington Partnership for Affordable Housing (APAH)
4 Atlantic Housing Foundation, Inc.
5 Better Housing Coalition
6 Buckeye Community Hope Foundation
7 Community Housing Partners
8 Community Housing, Inc.
9 ElderHomes (dba Project: Homes)
10 Enterprise Homes, Inc
11 Fairfax County RHA
12 Homes for America, Inc.
13 Humanities Foundation, Inc.
14 Huntington Housing, Inc.
15 Newport News RHA
16 NHT Communities
17 Norfolk Redevelopment Housing Authority
18 People Incorporated
19 Piedmont Housing Alliance
20 Preserving US, Inc.
21 Portsmouth RHA
22 RHA/Housing, Inc.
23 Rush Homes
24 The Community Builders
25 Virginia Supportive Housing
26 Virginia United Methodist Housing Development Corporation
27 Wesley Housing Development Corporation
28 LEDIC Realty Company, LLC



Q

Documentation of Rental
Assistance

March 9, 2020

Charlie Heritage
South Creek Development, LLC
7204 West Friendly Avenue., Suite C
Greensboro, NC 27410
charlie@southcreekdevelopment.com

Dear Mr. Heritage:

Thank you for responding to Suffolk Redevelopment and Housing Authority's Request for Proposal No. **SRHA PBV 02-2020** for Project Based Vouchers issued on **February 13, 2020**. In response to your proposal, I am pleased to inform you that you have been awarded 12 PBV's for **Oak Terrace** located at **1140 Portsmouth Boulevard, Suffolk, VA 23434**.

The terms of the PBVs will be for 15 years subject to the execution of a HAP contract. This commitment is in effect from March 6, 2020 – September 5, 2022 (30 months) subject to your satisfactory compliance with the terms and conditions stipulated in the aforementioned RFP.

In addition, if you indicated in your response to the aforementioned RFP that your project was applying for Low Income Housing Tax Credits (LIHTCs) through VHDA, then this commitment is contingent upon the receiving in allocation of Low Income Housing Tax Credits no later than December 31, 2020.

Again, congratulations on receiving this commitment. We look forward to working with you.

Sincerely,



Tracey C. Snipes
Executive Director/CEO

cc/file

R

Documentation of
Operating Budget



March 3, 2020

Andy Schryver
South Creek Development, LLC
7204 W Friendly Ave
Greensboro, NC 27410
andy@southcreekdevelopment.com

RE: Preliminary Utility Allowance for Oak Terrace

Dear Mr. Schryver,

Please see the following Preliminary Utility Allowance (UA) for Oak Terrace located in Suffolk, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	City of Suffolk	Trash:	N/A
Sewer:	City of Suffolk		

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

EARTH CRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE		
Utilities	Utility Type	Paid by	1-bdr	2-bdr	3-bdr
Heating	Electric	Tenant	\$ 14	\$ 16	\$ 19
Air Conditioning	Electric	Tenant	\$ 6	\$ 8	\$ 9
Cooking	Electric	Tenant	\$ 5	\$ 7	\$ 8
Lighting	Electric	Tenant	\$ 22	\$ 26	\$ 31
Hot Water	Electric	Tenant	\$ 13	\$ 15	\$ 18
Water	-	Tenant	\$ 34	\$ 46	\$ 57
Sewer	-	Tenant	\$ 31	\$ 46	\$ 62
Trash	-	Owner	\$ -	\$ -	\$ -
Total UA for costs paid by tenant			\$ 125	\$ 164	\$ 204

**Allowances only for Oak Terrace as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 0.8 gpf toilets, 1.5 gpm showerheads, 1.5 gpm kitchen faucets, and 1.5 gpm lavatory faucets.*

Sincerely,

Rob McRaney
Business Relations Manager

S

Supportive Housing
Certification

This deal does not require
information behind this tab.

T

Funding Documentation

Oak Terrace

Explanation of Project Based Voucher (PBV) rent overhang as shown on the Cash Flow Page of the LIHTC application

Oak Terrace was awarded 12 PBV from Suffolk Redevelopment and Housing Authority

The project based voucher rents are higher than the 50% LIHTC rents creating an estimated rent overhang as shown in the table below:

Bedrooms	Voucher Rent	50% LIHTC Rent	PBV Rent Overhang/Month	PBV Rent Overhand/ Year	# of Units	Totals
2	\$ 875	\$ 728	\$ 147	\$ 1,764	12	\$ 21,168
Total Included in Other Income On Cash Flow Page:						\$ 21,168

U

Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population

This deal does not require
information behind this tab.



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

Prepared by and Return to:

Williams Mullen
200 South 10th Street
Suite 1600
Richmond, VA 23219

TPIN:

REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT

THIS REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement"), made and entered into as of March 5, 2020, by and between OAK TERRACE LLC, a Virginia limited liability company ("Seller"), and COMMONWEALTH CATHOLIC CHARITIES, a Virginia non-stock corporation ("Purchaser"), provides as follows:

RECITALS:

A. Seller is the owner of, or has agreed to purchase, the "Property" (as hereafter defined).

B. Subject to the terms and conditions hereafter set forth, Seller desires to grant to Purchaser, and Purchaser desires to obtain from Seller, the exclusive right and right of first refusal to purchase the Property, on the terms as hereafter provided.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and undertakings herein set forth, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and covenant and agree as follows:

1. **DEFINITIONS.** In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

A. "Operating Agreement" shall mean the Amended and Restated Operating Agreement of the Seller, as the same may be amended from time to time.

B. "Property" shall mean that certain piece or parcel of real estate located generally at 1140 Portsmouth Boulevard, City of Suffolk, Virginia, and more particularly described on Exhibit A, attached and made a part hereof, together with all appurtenances, rights, privileges and easements in any way benefiting, belonging, or appertaining to the Property, together with all buildings and improvements located on the Property, including, without limitation, the multi-family apartment building to be known as Oak Terrace, containing 120 residential units (the "Improvements"), together with all mechanical systems, fixtures, equipment, compressors, engines, elevators and escalators, all electrical systems, fixtures and equipment, heating fixtures,

systems and equipment, air conditioning fixtures, systems and equipment and plumbing fixtures, systems and equipment.

C. "Settlement" shall mean the closing of the purchase and sale of the Property pursuant to the provisions of this Agreement, which shall occur on the Settlement Date.

D. "Settlement Date" shall mean that certain date thirty (30) days after the exercise of the Right of First Refusal, or such extended date as may be agreed in writing by Seller and Purchaser.

E. "Compliance Period" shall mean the "compliance period" set forth in the Rules and Regulations for Allocation of Low-Income Housing Tax Credits, 13 VAC 10-180 et seq., as published in the Virginia Housing Development Authority, Low-Income Housing Tax Credit Program, 2020 Application Manual, including all amendments thereto and clarifications thereof (the "Regulations"), and as set forth in the Seller's application for a reservation of a low-income housing tax credits pursuant to the Regulations.

2. **GRANT OF RIGHT OF FIRST REFUSAL.** In the event that the Seller receives an offer to purchase the Property during the Refusal Right Term, defined in Section 3 below, Purchaser shall have a right of first refusal to purchase the Property (the "Right of First Refusal") on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Right of First Refusal specified herein. In addition to all other applicable conditions set forth in this Agreement, the foregoing grant of the Right of First Refusal shall be effective only if Purchaser is currently and remains at all times hereafter, until the Right of First Refusal has been exercised and the resulting purchase and sale has been closed, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Internal Revenue Code. Prior to accepting any such offer to purchase the Property, the Seller shall notify Purchaser of such offer and deliver to it a copy thereof (the "Refusal Exercise Notice"). The Seller shall not accept any such offer unless and until the Right of First Refusal has expired without exercise by Purchaser under the terms hereof.

3. **TERM OF THE RIGHT OF FIRST REFUSAL.** The term of the Right of First Refusal shall commence on the later of the following dates to occur (a) expiration of the Compliance Period for the Property, and (b) the date upon which (1) Seller shall have the right to pay off or defease its then-current financing without any prepayment premium, penalty or other cost (excepting routine expenses such as recording costs and legal fees) being due in connection therewith, unless Purchaser irrevocably agrees to pay any of the foregoing fees on Seller's behalf, or (2) the then-current financing is assumable by the Purchaser at no cost to Seller (the "Refusal Right Commencement Date"), and shall expire upon the earlier of (i) consummation of the sale of the Property after the Compliance Period to a person other than the Purchaser after the Purchaser has failed to exercise its Right of First Refusal in accordance with this Agreement, or (ii) twelve (12) months after the Refusal Right Commencement Date (the "Refusal Right Term").

4. **EXERCISE OF THE RIGHT OF FIRST REFUSAL.** The Right of First Refusal may be exercised by Purchaser by (a) giving written notice of its intent to exercise to the Seller in compliance with the requirements hereof, and (b) complying with the contract and closing

requirements hereof. Any such notice of exercise shall be given within thirty (30) days after Purchaser has received the Refusal Exercise Notice. The notice of intent shall specify a Settlement Date within one hundred eighty (180) days immediately following the date of exercise. If the Purchaser exercises the Right of First Refusal but fails to consummate the acquisition of the Property pursuant hereto for any reason other than a breach of this Agreement by the Seller, the Right of First Refusal shall terminate, and neither party hereto shall have further rights or obligations to the other with respect to the Right of First Refusal.

5. **PURCHASE AND SALE OF THE LAND.** If the Right of First Refusal is exercised as provided herein, then, upon the terms and conditions hereafter set forth, Seller hereby agrees to sell and convey the Property to Purchaser, and Purchaser hereby agrees to acquire and purchase the Property from Seller.

6. **PURCHASE PRICE.**

A. **Amount of Purchase Price Under the Right of First Refusal.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be an amount equal to the sum of (i) the payment of or the assumption of the principal amount of outstanding indebtedness secured by the Property, all other loans from Seller's partners or its affiliates, any accrued interest on any of such debts plus any and all payments, costs, sums, charges and liabilities owed to such lenders (the "Indebtedness"), (ii) the Exit Taxes, and (iii) amounts owed to the Seller's investor members under the terms of the Operating Agreement ("Investor Member Payables"). For purposes of this Agreement, "Exit Taxes" shall mean all Federal, state and local taxes attributable to such sale, including those incurred or to be incurred by Seller's investor members and their partners or members. Seller shall provide Purchaser with satisfactory evidence, including a proper accounting, of the amounts of the Indebtedness and Exit Taxes for the purpose of calculating the Purchase Price. In no event shall the Purchase Price be less than the minimum purchase price defined in Section 42(i)(7)(B) of the Internal Revenue Code.

B. **Payment of Purchase Price.** The Purchase Price shall be payable at the Settlement in cash, by wire transfer or by cashier's or certified check.

7. **SETTLEMENT.** Settlement shall occur on the Settlement Date in the offices of Seller's attorney, or at such other place as the parties may agree in writing. Possession of the Property shall be given to Purchaser at Settlement. Except as otherwise provided in this Agreement, Purchaser agrees to accept the Property at Settlement in "as is" condition.

8. **TITLE.** Within thirty (30) days after the effective exercise of the Right of First Refusal, Purchaser shall, at its expense, cause an examination of title to the Property to be made and shall advise Seller of those exceptions to title to the Property that render such title unmarketable. Any exceptions to title to the Property that do not render such title unmarketable, or of which Purchaser does not so notify Seller, shall hereafter be referred to as "Permitted Exceptions". Within ten (10) days after receiving such notice from Purchaser, Seller shall notify Purchaser of Seller's election (i) to cure such exceptions, in which event Seller shall cure such exceptions promptly and at its expense, or (ii) not to cure such exceptions, in which event Purchaser shall either waive such

condition and proceed to purchase the Property as provided herein or terminate this Agreement. If Purchaser so elects to terminate, this Agreement shall be of no further force and effect and the parties shall have no further rights or obligations hereunder. If Seller elects to remove, or cause the removal of, title exceptions as provided herein, the Settlement Date shall, if agreed by Purchaser, be extended for such time as Seller and Purchaser may agree. Unless Seller expressly agrees to do so, Seller shall have no obligation to cure or remove any title exceptions.

9. **DUE DILIGENCE.**

A. **Purchaser's Tests and Inspections.** Purchaser shall have the right during the Right of First Refusal Period and upon 24 hours prior notice to Seller (which notice may be oral or written) to enter upon the Property and to perform, at its expense, economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects. During the Right of First Refusal Period, Seller agrees to make available to Purchaser for inspection any and all engineering studies and surveys relating to the Property that are in Seller's possession and control. Purchaser agrees to indemnify against and hold Seller harmless from any claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, attorneys' fees, arising from entry upon the Property by Purchaser, or any agents, contractors, or employees of Purchaser. Purchaser, at its own expense, shall promptly repair any damage to the Property caused by Purchaser's tests, surveys, studies and due diligence.

B. **Copies of Tests and Studies.** Purchaser shall deliver to Seller copies of the written results of such tests, surveys, studies and due diligence obtained during the Right of First Refusal Period.

C. **Survey.** Purchaser, at Purchaser's Right of First Refusal and expense, may arrange for the preparation of a survey of the Property (the "Survey") prior to Settlement.

10. **SETTLEMENT DELIVERIES.**

A. **Seller's Deliveries.** At Settlement, Seller shall deliver to Purchaser all of the following documents and instruments each of which shall have been duly executed on behalf of Seller, where appropriate.

1. A special warranty deed (the "Deed") dated as of the Settlement Date conveying fee simple title to the Property free and clear of any monetary liens on the Property but subject to the Permitted Exceptions.

2. Appropriate resolutions or other consents of the Seller, authorizing (a) the execution of this Agreement on behalf of Seller and all other documents and instruments to be executed by Seller hereunder, and (b) the performance by Seller of Seller's obligations hereunder and under each of the other documents and instruments referred to herein.

3. A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations), and applicable federal and state tax reporting certificates.

4. The originals of all leases affecting the Property (the "Leases").

5. An assignment and assumption agreement dated as of the Settlement Date assigning to Purchaser the Leases and such management agreements, service contracts and other agreements relating to the Property that are not terminated by Seller (which such terminations shall not be made if the Purchaser notifies Seller in writing of any contracts that it desires to continue) on or before the Settlement Date.

6. Tenant notification letters, dated as of the Settlement Date, notifying the tenants of the Property that the Property has been sold to Purchaser and directing such tenants to pay rentals to Purchaser (or Purchaser's designated agent).

7. An amount of cash (or a settlement statement credit adjustment) equal to the sum of the tenants' security deposits held by Seller or that Seller should be holding pursuant to the terms of the Leases.

B. Purchaser's Deliveries. At Settlement, Purchaser shall pay or deliver to Seller all of the following (each of which shall have been duly executed on behalf of Purchaser, where appropriate).

1. Appropriate resolutions or certificates of Purchaser, authorizing (a) the execution of this Agreement on behalf of Purchaser and all other documents and instruments to be executed by Purchaser hereunder, and (b) the performance by Purchaser of Purchaser's obligations hereunder and under each of the other documents and instruments referred to herein.

2. The Purchase Price as provided in Section 6 hereof.

11. **SETTLEMENT COSTS: PRORATED ITEMS AND ADJUSTMENTS.**

A. Settlement Costs. Purchaser shall pay all costs of closing and transfer of the Property including the cost of the Survey, the title examination and the title insurance premium, all legal fees and all recording taxes and fees in connection with the recordation of the Deed.

B. Prorations. At Settlement, the following adjustments and prorations shall be computed as of the Settlement Date, and, as hereafter set forth, the cash portion of the Purchase Price shall be adjusted to reflect such prorations:

1. All rents from the Property (including without limitation, any pro rata payments by tenants with respect to taxes, operating expenses and utility fees) earned and attributable to the period prior to and including the Settlement Date will be retained by Seller to the extent that such rents have been collected on or before the Settlement Date. Rents (including any such pro rata payments) earned and attributable to the period after the Settlement Date will be paid to Purchaser, and, if received by Seller, will be paid by Seller promptly to Purchaser. Rents received by Purchaser within ninety (90) days after Settlement that were earned and attributable to the period prior to and including the Settlement Date will be paid promptly to Seller; provided, however, that all rents received by Purchaser shall be credited to the obligations of tenants for the current month and then available to be applied to rents not collected by Seller.

2. At Settlement, Seller, at no expense to Purchaser, shall transfer to Purchaser (i) in cash, all security and other deposits and fees as to the Leases and all interest required by law or by the Leases to be accrued or paid thereon, (ii) all rights to such deposits and fees owed by Tenants pursuant to the Leases but not paid to Seller, and (iii) any replacement reserves held by Seller's lender for the benefit of the Property.

3. Real property taxes shall be apportioned between Purchaser and Seller as of the Settlement Date based on the ratio of the number of days in the tax period for which such taxes are paid to the number of days in such period (a) before and including the Settlement Date (with respect to which Seller shall be responsible) and (b) after the Settlement Date (with respect to which Purchaser shall be responsible). All special assessments and other similar charges that have become a lien upon all or any portion of the Property as of the Settlement Date shall be apportioned as of the Settlement Date in the same manner as real property taxes. If after Settlement any proration is determined to have been inaccurate, the parties will make the proper adjustment payment or payments.

4. All prepayments or payments made or payments due under the management, service and other agreements assumed by Purchaser shall be prorated as of the Settlement Date in the manner provided in subparagraph 3 hereof for the proration of real property taxes.

5. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated and adjusted as of the Settlement Date in the manner provided in subparagraph 3 hereof. If accurate prorations and other adjustments cannot be made at Settlement because current bills are not obtainable, the parties shall prorate as of the Settlement Date on the best available information, subject to adjustment upon receipt of the final bills. Seller shall use its best efforts to have the utility meters read on the date preceding the Settlement Date so as to determine the proration of current utility bills. In all cases where the utility company involved will permit, charges for utilities serving the Property shall be billed separately to Seller for the period prior to and including the Settlement Date and to Purchaser for the period after the Settlement Date. Any utility charges not so separately billed shall be prorated as of the Settlement Date. All other

income and operating expenses of the Property will be prorated as of the Settlement Date. If after Settlement, any proration is determined to have been inaccurate, the parties will make the proper adjustment payment or payments.

12. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** To induce Seller to enter into this Agreement and to sell the Property, Purchaser hereby makes the following representations, warranties and covenants as of the date hereof:

A. **Authority.** Purchaser (i) is duly organized and validly existing, and (ii) has the authority (a) to execute and deliver this agreement and all other documents and instruments to be executed and delivered hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to purchase the Property in accordance with the terms and conditions hereof. All necessary actions have been taken by Purchaser to confer upon the persons executing this Agreement, and all documents that are contemplated hereby on Purchaser's behalf, the power and authority to do so.

B. **Qualified Non-Profit Organization.** Purchaser is an organization described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and exempt from taxation under Section 501(1) of the Code, whose purposes include the fostering of low-income housing, and is a "qualified non-profit organization" as that term is defined in the Regulations.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** To induce Purchaser to enter into this Agreement and to purchase the Property, Seller hereby makes the following representations, warranties and covenants as of the date hereof:

A. **Authority.** Seller (i) is a duly organized and validly existing limited liability company under the laws of the Commonwealth of Virginia and (ii) has the power and authority (a) to execute and deliver this Agreement and all other documents and instruments to be executed and delivered by it hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to sell the Property in accordance with the terms and conditions hereof. All necessary actions have been taken to confer upon the person executing this Agreement, and all documents that are contemplated hereby on Seller's behalf, the power and authority to do so.

B. **Compliance with Laws.** Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable statute, law, ordinance, rule or regulation. There is no action, suit, proceeding or investigation pending or, to Seller's knowledge, overtly threatened against Seller that would prevent the transaction contemplated by this Agreement or that would become a cloud on the title to the Property or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto.

C. Conflict With Other Instruments and Agreements. Neither the execution of this Agreement by Seller nor the consummation by Seller of the transaction contemplated hereby will (i) conflict with, or result in a breach of, any provision of the Operating Agreement or (ii) conflict with, result in a breach of any term of, or in the termination of, or accelerate any instrument or agreement to which Seller is a party, or by which it may be bound. Seller is not a party to and is not bound by any sales contract, option agreement, right of first refusal agreement or other contract or agreement providing for the sale or other conveyance by Seller of the Property or any portion thereof.

14. CONDITIONS PRECEDENT.

A. Conditions for the Protection of Seller. It shall be a condition precedent to Seller's obligation to provide the Exercise Notice, sell the Property and to perform its other obligations hereunder that each and every one of the conditions set forth under this Section 14(A) shall have been satisfied at or before Settlement, and Seller agrees to use reasonable good faith efforts to obtain each of the following.

1. Seller shall have obtained an allocation of Low-Income Housing Tax Credits from the Virginia Housing Development Authority in connection with the Property and in an amount acceptable to Seller by November 1, 2020.

2. Seller shall have obtained financing in an amount, and on terms, acceptable to Seller for the acquisition of the Property and the construction of the Improvements by November 1, 2020.

3. Seller shall have rehabilitated the Improvements and the same shall be occupied pursuant to duly authorized certificates of occupancy issued by the appropriate governmental authorities by December 31, 2022.

B. The Seller's Right to Terminate. Except as otherwise set forth above, if any condition set forth above is not satisfied within the Compliance Period, Seller shall have the right to terminate this Agreement and its obligation to sell the Property, in which event neither party shall have any further liability or obligation hereunder.

15. CONDEMNATION AND RISK OF LOSS.

A. Condemnation. In the event of condemnation or receipt of notice of condemnation of all of the Property, or any portion thereof, prior to the Settlement Date, Seller shall give written notice to Purchaser promptly after Seller receives such notice or otherwise learns of such condemnation or conveyance in lieu thereof. If all of the Property is, or is to be, condemned, this Agreement shall terminate immediately. If a material portion of the Property is, or is to be, condemned or taken, Purchaser, at its option, may elect either (a) to terminate this Agreement effective upon written notice to Seller not later than ten (10) days after receipt of notice from Seller, or (b) not to terminate this Agreement and proceed to Settlement, in which event the condemnation proceeds shall be applied as a credit to the Indebtedness.

B. Risk of Loss. The risk of loss or damage to the Property after the exercise of the Right of First Refusal and prior to the Settlement, by casualty, act of God or any other event, shall be upon Seller.

16. REAL ESTATE COMMISSION. Seller and Purchaser each hereby represents and warrants to the other that no broker, finder, real estate agent or other person has acted for or on its behalf in bringing about this Agreement, and each party hereby agrees to indemnify against and hold the other harmless from any claims, demands, losses, damages, liabilities, suits, actions, costs and expenses, including, without limitation, attorneys' fees, incurred in connection with a breach by the indemnifying party of the preceding representation and warranty.

17. DEFAULT.

A. If, after the exercise of the Right of First Refusal and prior to Settlement, Purchaser defaults in the performance of any of its obligations under this Agreement, Seller may, at the option of Seller, give Purchaser prompt written notice of such default, and, after ten (10) days written notice thereof (if Purchaser fails to cure such default within such time), Seller shall be entitled to all remedies at law and in equity with respect thereto, including, but not limited to, the right to specific performance of this Agreement and the right to recover Seller's attorneys' fees incurred in connection therewith.

B. If, after the exercise of the Right of First Refusal and prior to Settlement, Seller defaults in the performance of any of its obligations under this Agreement, Purchaser may, at the option of Purchaser, give Seller prompt written notice of such default, and, after ten (10) days written notice thereof (if Seller fails to cure such default within such time), Purchaser shall be entitled to all remedies at law and in equity with respect thereto, including, but not limited to, the right to specific performance of this Agreement and the right to recover Purchaser's attorneys' fees incurred in connection therewith.18.

18. GENERAL PROVISIONS.

A. Completeness and Modification. This Agreement constitutes the entire agreement between the parties as to the transactions contemplated herein and supersedes all prior and contemporaneous discussions, understandings and agreements between the parties.

B. Assignments. Purchaser may not assign its rights hereunder without the prior written consent of Seller, in Seller's sole discretion. Notwithstanding the above, the Purchaser's rights under this Agreement may be assigned to another "qualified non-profit organization", as defined in Regulations, at the option of the Purchaser, with the approval of the Virginia Housing Development Authority ("VHDA"), or in the event the Purchaser goes out of existence prior to the end of the Compliance Period, at the option of and upon the approval of VHDA.

C. Recordation. In the event the Seller receives an unconditional reservation of low-income housing tax credits from VHDA, pursuant to the Regulations, on the Property, then this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia, at the Seller's expense.

D. Survival. Seller's representations, warranties, covenants and agreements made in, or pursuant to, this Agreement shall not survive Settlement and shall merge with the delivery and recordation of the Deed.

E. Governing Law. This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia.

F. Severability. If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. Notices. Any notice expressly provided for or permitted under this Agreement shall be in writing, shall be given either manually or by mail, overnight delivery service, telegram, radiogram or cable, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to such party at such address, whichever shall first occur. Any party and any representative designated below, by notice to the other party, may change its address for receiving such notices.

If to Seller: Oak Terrace LLC
7204 W. Friendly Avenue
Suite C
Greensboro, NC 27410
Attn: Charles Heritage

If to Purchaser: Commonwealth Catholic Charities
1601 Rolling Hills Drive
Henrico, VA 23229
Attn: _____

H. Incorporation by Reference. All of the Exhibits attached or referred to herein and all documents in the nature of such Exhibits are by this reference incorporated herein and made a part of this Agreement.

I. Interpretation. The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the

singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

J. Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

K. Waiver. No waiver or purported waiver by Seller shall be valid against Seller unless it is in writing and signed by Seller.

[Signature Page Follows]

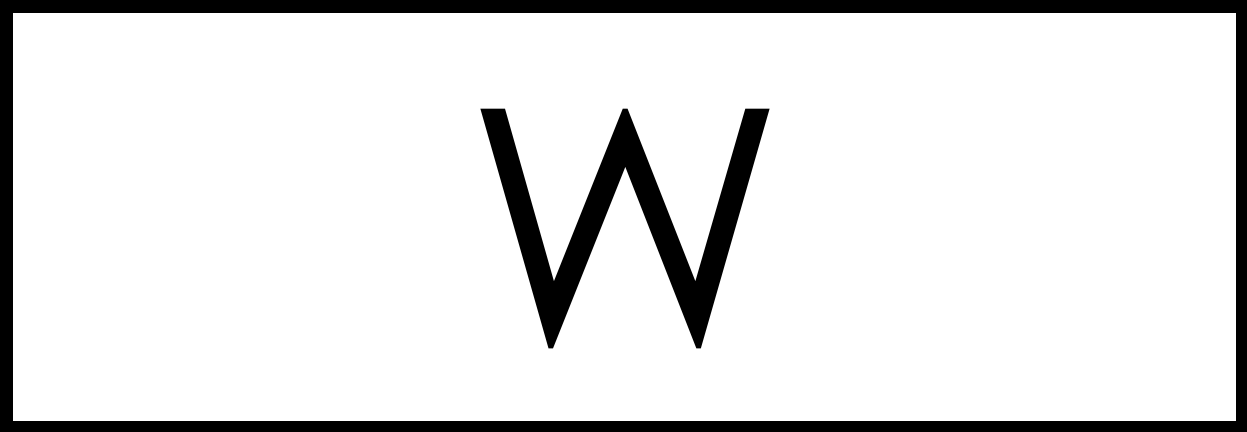
42040904_2

EXHIBIT A

Legal Description

All that tract or parcel of land lying and being in the City of Suffolk, Virginia and more particularly described as Lot 1 on subdivision plat entitled "Minor Subdivision of Heritage Acres, Sleepy Hole Borough, City of Suffolk, Virginia", prepared by Mark L. Beall, LS No. 1613, bearing date June 18, 2013, recorded in the City of Suffolk Circuit Court Clerk's Office in/as Instrument No. 150062360 (the "Plat") incorporated herein and by reference and to which references made for a more particular description of the herein described property.

Being the property conveyed to Heritage Acres x Suffolk by Instrument recorded in the aforesaid Clerk's Office as Instrument No. 150063498.



W

(Reserved)

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: _____

Name (Print):

Date

OAK TERRACE
INTERNET SECURITY PLAN

The internet service at Oak Terrace will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

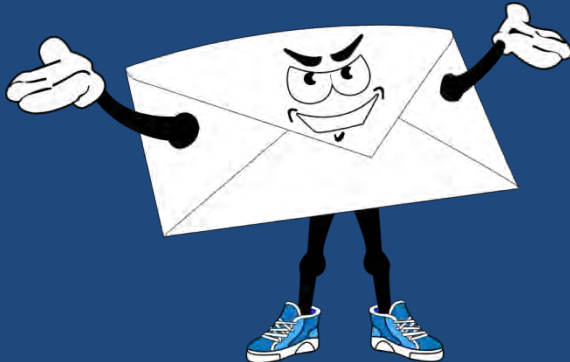
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



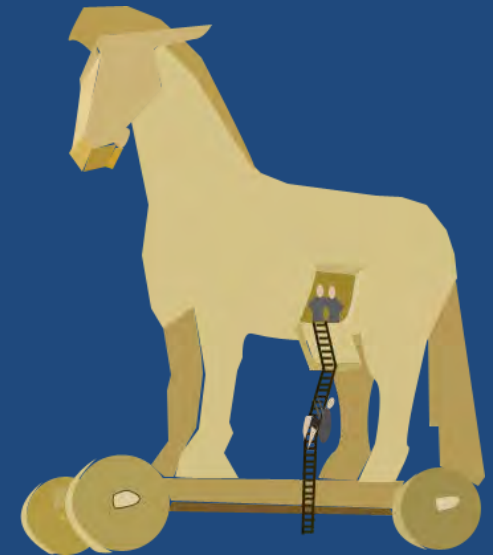
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

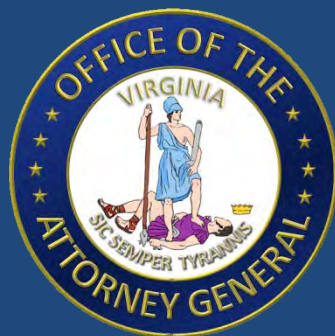
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).

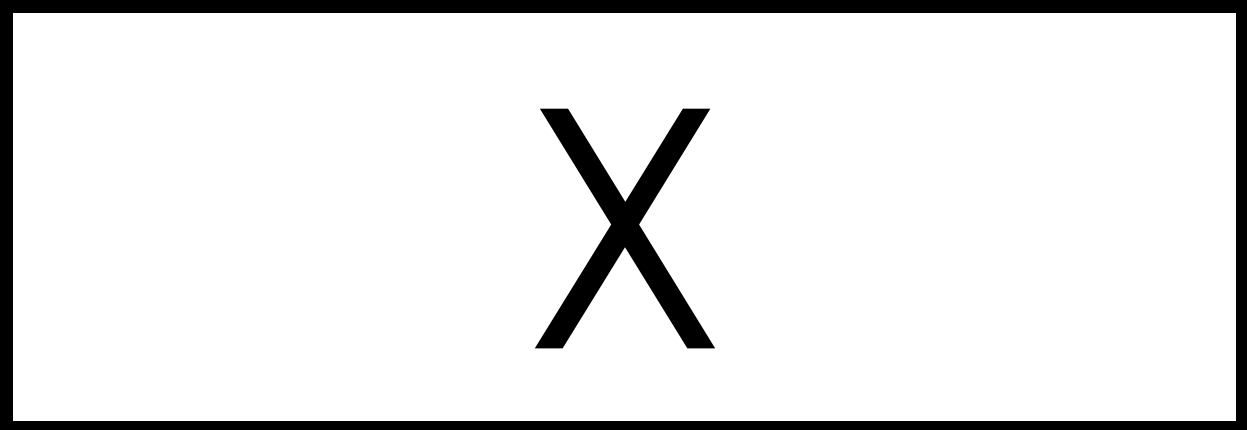


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Marketing Plan

For units meeting accessibility requirements of HUD section

504

PARTNERSHIP

PROPERTY // MANAGEMENT

Oak Terrace Apartments Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that Oak Terrace Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Oak Terrace Apartments. Partnership Property Management, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Partnership Property Management will be responsible for the development and management of community and resident services program.

Affirmative Marketing

Partnership Property Management is committed to the letter and the spirit of the Fair Housing Act, which among other things, prohibits discrimination against persons with disabilities. In accordance with statutory responsibilities and management policies, we will make reasonable accommodations in our rules, policies, and practices when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy their housing community. Partnership Property Management, its Officers, Directors, and employees will not discriminate on the basis of Race, Color, Religion, Sex, Handicap, Familial Status, National Origin and in Virginia, those aged 55 and up.

Any employee who has discriminated in the acceptance of a resident will be subject to disciplinary action up to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income, criminal and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. All residents will be provided a copy of a "Residents Resource and Safety Guide," which further explains their Fair Housing rights and Resident Responsibilities. Any resident who has questions not answered by the housing staff will be referred to the Fair Housing Coordinator, Associate Director or the Executive Director of Partnership Property Management.

Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

Networking

Partnership Property Management will contact local centers for independent living, disability services boards and other service organizations via phone and/or printed communication. The contacts will include the following organizations:

- Area Center for Independent Living (757) 461-8007
- Virginia Board for People with Disabilities (804) 786-0016
- Virginia Department for Aging and Rehabilitative Services (804) 662-7000
- Centers for Independent Living Disability Resource Center (757) 451-7101
- Sentara Behavioral Health Services (757) 934-4000

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A "first preference" will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

Internet Search

Oak Terrace Apartments will also be listed on the following websites:

www.virginiahousingsearch.com

accessva.org

dbhds.virginia.gov

Print Media

Print media sources will also be identified in the Suffolk area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. Residents may be offered non-monetary incentives, to be determined, for referring qualified applicants who rent at the property.

Marketing Materials

All printed marketing materials will include the EHO logo and/or statement. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

Brochures or news media coverage –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.

Flyers - Flyers can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.

Resident Referral - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. In

addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program. A non-monetary incentive, such as a microwave, or other unit upgrade may be used to gain referrals.

Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in the Rental Office. Partnership Property Management encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, Handicap, Familial Status, National Origin or those aged 55 and up.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:00am to 5:00 pm. Applicants will be processed at the Management Office Monday to Friday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Application Processing

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, Management will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has an acceptable credit score and no negative rental history and no criminal history outside the pre-established thresholds, then the application may be approved. Final Eligibility approval will be determined by home office Compliance staff.
Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act.

Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a Screening Agency to determine any possible criminal conduct. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be

- denied if;
- There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Oak Terrace Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
 - Family composition must be compatible for units available on the property.
 - Applicants must receive satisfactory referrals from previous Landlord.
 - Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
 - Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
 - Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
 - Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
 - Applicants must complete the Application for Lease and all verification forms truthfully.
 - Applicants must provide all information required by current Federal regulations and policies.
 - Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
 - Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
 - Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.

- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be removed from the waiting list.

Target Market Marketing

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.