
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
Pamela Freeth	pamela.freeth@vhda.com	(804) 343-5563
Aniyah Moaney	Aniyah.moaney@vhda.com	(804) 343-5518

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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 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 type="checkbox"/> | Tab N: Homeownership Plan |
| <input 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 type="checkbox"/> | Tab S: Supportive Housing Certification |
| <input type="checkbox"/> | Tab T: Funding Documentation |
| <input 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: Riverside Station Apartments
2. Address (line 1): 5827 Curlew Drive, 5845 Curlew Drive,
 Address (line 2): 5786 Sellger Drive
 City: Norfolk State: VA Zip: 23502
3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000
 (Only necessary if street address or street intersections are not available.)
4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:
 City/County of Norfolk City
5. The site overlaps one or more jurisdictional boundaries..... FALSE
 If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 69.02
7. Development is located in a **Qualified Census Tract**..... FALSE
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution** TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a poverty rate of.....

	3%	10%	12%
	TRUE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 3
- Planning District: 23
- State Senate District: 5
- State House District: 90

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

Riverside Station Apartments will be a two-phased 236-unit community of which 120 units (Phase I) will be potentially financed with taxable bonds, REACH, and 9% LIHTC. Phase II (116 units) will potentially be financed with tax-exempt bonds, REACH, and 4% LIHTC. The 3- and 4-story apartment buildings will include 1-, 2-, and 3-bedroom floor plans.

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: Dr. Larry H. Filer II
 Chief Executive Officer's Title: City Manager Phone: (757) 664-4242
 Street Address: 810 Union Street, Suite 1101
 City: Norfolk State: VA Zip: 23510

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Mr. George Homewood, Director of Planning

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

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

Tidewater MSA Pool

b. If requesting Tax Exempt Bonds, select development type:

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

2. Type(s) of Allocation/Allocation Year

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

TRUE

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: Riverside Station II

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

TRUE

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? 120

Total Units within 4% Tax Exempt allocation Request? 116

Total Units: 236

% of units in 4% Tax Exempt Allocation Request: 49.15%

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: Curlew Apts. I, L.P.

Developer Name: Curlew I Developers, L.L.C.

Contact: M/M ▶ Mr. First: Thomas MI: M. Last: Johnston

Address: 300 32nd Street, Suite 310

City: Virginia Beach St. ▶ VA Zip: 23451

Phone: (757) 793-4394 Ext. Fax: (757) 793-4409

Email address: tjohnston@tfjgroup.com

Federal I.D. No. 83-3722351 (If not available, obtain prior to Carryover Allocation.)

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

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

Rhonda Mixer rmixer@tfjgroup.com 757-793-4405

- 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>Wendell C. Franklin</u>	<u>(757) 793-4396</u>	<u>General Partner</u>	<u>45.000%</u>
<u>Thomas M. Johnston</u>	<u>(757) 793-4394</u>	<u>General Partner</u>	<u>22.500%</u>
<u>W. Taylor Franklin</u>	<u>(757) 793-4395</u>	<u>General Partner</u>	<u>22.500%</u>
<u>The Residential Corporation</u>	<u>(757) 625-6161</u>	<u>General Partner</u>	<u>10.000%</u>
<u>-Richard Mapp - President</u>			<u>0.000%</u>
			<u>0.000%</u>
			<u>0.000%</u>

needs

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.

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. **TRUE**

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..... **FALSE**

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: 2/1/2021

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..... 2/1/2021 .

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: Aspinwall Family, LLC

Address: 4545 South Boulevard

City: Virginia Beach St.: VA Zip: 23452

Contact Person: John C. Aspinwall, III Phone: (757) 343-3515

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

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

- | | | | |
|--------------------------|--|---------------------------|-----------------------|
| 1. Tax Attorney: | <u>Elizabeth Chapman</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Williams Mullen</u> | | |
| Address: | <u>999 Waterside Drive, Suite 1700, Norfolk, VA 23510</u> | | |
| Email: | <u>echapman@williamsmullen.com</u> | Phone: | <u>(757) 629-2064</u> |
| 2. Tax Accountant: | <u>Angela Kerns</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Wall, Einhorn & Chernitzer, P.C.</u> | | |
| Address: | <u>150 W. Main Street, Suite 1200, Norfolk, VA 23510</u> | | |
| Email: | <u>akerns@wec-cpa.com</u> | Phone: | <u>(757) 625-4700</u> |
| 3. Consultant: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | Role: | <u></u> |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |
| 4. Management Entity: | <u>Christopher McKee</u> | This is a Related Entity. | <u>TRUE</u> |
| Firm Name: | <u>The Franklin Johnston Group</u> | | |
| Address: | <u>300 32nd Street, Suite 310, Virginia Beach, VA 23451</u> | | |
| Email: | <u>cmckee@tfjgroup.com</u> | Phone: | <u>(757) 965-6200</u> |
| 5. Contractor: | <u>M. David Jester</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Marlyn Development Corp.</u> | | |
| Address: | <u>308 35th Street, Suite 101, Virginia Beach, VA 23451</u> | | |
| Email: | <u>dj@marlyndv.com</u> | Phone: | <u>(757) 435-1677</u> |
| 6. Architect: | <u>Lawrence Kliewer, Jr.</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Cox Kliewer & Company, P.C.</u> | | |
| Address: | <u>2533 Virginia Beach Blvd., Riversedge South, Virginia Beach, VA 23452</u> | | |
| Email: | <u>duffk@coxkliewer.com</u> | Phone: | <u>(757) 431-0033</u> |
| 7. Real Estate Attorney: | <u>Elizabeth Chapman</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Williams Mullen</u> | | |
| Address: | <u>999 Waterside Drive, Suite 1700, Norfolk, VA 23510</u> | | |
| Email: | <u>echapman@williamsmullen.com</u> | Phone: | <u>(757) 629-2064</u> |
| 8. Mortgage Banker: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | | |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |
| 9. Other: | <u></u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | Role: | <u></u> |
| Address: | <u></u> | | |
| Email: | <u></u> | Phone: | <u></u> |

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: The Residential Corporation (Please fit NP name within available space)

Contact Person: Susan Henderson

Street Address: 801 Boush Street, Suite 302

City: Norfolk State: VA Zip: 23510-0000

Phone: (757) 625-6161 Extension: 512 Contact Email: shenderson@hope-house.org

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: The Residential Corporation

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	256
Total number of rental units in development	120	bedrooms	256
Number of low-income rental units	120	bedrooms	256
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	120	bedrooms	256
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.....			156,896.71 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			23,871.31 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			133,025.40 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	5.800		
j. Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).			FALSE
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	803.05	SF	14	14
2BR Garden	1089.55	SF	76	76
3BR Garden	1299.23	SF	30	30
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)..... 4
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 3 and 4
- 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 ▶ Flat

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>TRUE</u>
d. Gated access to Site.....	<u>TRUE</u>	i. Rental Office.....	<u>TRUE</u>
e. Laundry facilities.....	<u>FALSE</u>	j. Sports Activity Ct..	<u>FALSE</u>
		k. Other:	_____

l. Describe Community Facilities: Clubhouse, pool, community room, management office

m. Number of Proposed Parking Spaces..... 191

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	12.10%
Project Wide Capture Rate - Market Units	n/a
Project Wide Capture Rate - All Units	8.30%
Project Wide Absorption Period (Months)	12-14 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.
- 50.40%** 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.
- TRUE** i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE** j. Full bath fans are equipped with a humidistat.
- TRUE** k. Cooking surfaces are equipped with fire prevention features
- or
- FALSE** l. Cooking surfaces are equipped with fire suppression features.
- FALSE** m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE** n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE** o. All interior doors within units are solid core.
- 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 from face of building and a minimum size of 30 square feet.

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

J. ENHANCEMENTS

- 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.)

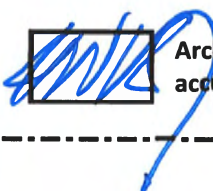
- | | | | |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|--------------------------------|-------------------------------------|----------------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

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

- FALSE 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.

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	14	17	21	0
Air Conditioning	0	11	13	17	0
Cooking	0	6	7	9	0
Lighting	0	9	12	15	0
Hot Water	0	12	15	18	0
Water	0	21	27	33	0
Sewer	0	24	31	38	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$97	\$122	\$151	\$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: ProCraft Inspection Svcs.

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:

Contact person:

Title:

Phone Number

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:
% of total Low Income Units

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? 0

d.

Number of units receiving assistance:	23
How many years in rental assistance contract?	20.00
Expiration date of contract:	12/31/2042
There is an Option to Renew.....	TRUE

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

L. UNIT DETAILS

1. Set-Aside Election:

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

Note: In order to qualify for any tax credits, a development must meet one of two minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test) or (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), all as described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
23	19.17%	40% Area Median	920%
38	31.67%	50% Area Median	1900%
0	0.00%	60% Area Median	0%
37	30.83%	70% Area Median	2590%
22	18.33%	80% Area Median	1760%
0	0.00%	Market Units	
120	100.00%	Total	59.75%


Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
23	19.17%	40% Area Median	920%
38	31.67%	50% Area Median	1900%
0	0.00%	60% Area Median	0%
37	30.83%	70% Area Median	2590%
22	18.33%	80% Area Median	1760%
0	0.00%	Market Units	
120	100.00%	Total	59.75%

- 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	1 BR - 1 Bath	80% AMI	3		693.81	\$800.00	\$2,400
Mix 2	1 BR - 1 Bath	70% AMI	4		693.81	\$800.00	\$3,200
Mix 3	1 BR - 1 Bath	50% AMI	4		693.81	\$605.00	\$2,420
Mix 4	1 BR - 1 Bath	40% AMI	3	1	693.81	\$465.00	\$1,395
Mix 5	2 BR - 2 Bath	80% AMI	12		966.50	\$1,000.00	\$12,000
Mix 6	2 BR - 2 Bath	70% AMI	26		966.50	\$1,000.00	\$26,000
Mix 7	2 BR - 2 Bath	50% AMI	26		966.50	\$720.00	\$18,720
Mix 8	2 BR - 2 Bath	40% AMI	12	7	966.50	\$550.00	\$6,600
Mix 9	3 BR - 2 Bath	80% AMI	7		1166.18	\$1,150.00	\$8,050
Mix 10	3 BR - 2 Bath	70% AMI	7		1166.18	\$1,150.00	\$8,050
Mix 11	3 BR - 2 Bath	50% AMI	8		1166.18	\$825.00	\$6,600
Mix 12	3 BR - 2 Bath	40% AMI	8	4	1166.18	\$630.00	\$5,040
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
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Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0

L. UNIT DETAILS

Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
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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				\$100,475

Total Units	120	Net Rentable SF:	TC Units	118,152.74
			MKT Units	0.00
			Total NR SF:	118,152.74

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$10,000
2. Office Salaries			\$35,000
3. Office Supplies			\$0
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$71,814
	5.11% of EGI	\$598.45	Per Unit
6. Manager Salaries			\$50,000
7. Staff Unit (s)	(type		\$0
8. Legal			\$7,500
9. Auditing			\$7,500
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$2,280
13. Miscellaneous Administrative			\$25,000
Total Administrative			\$209,094

Utilities

14. Fuel Oil			\$0
15. Electricity			\$15,000
16. Water			\$75,000
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$90,000

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$0
23. Trash Removal			\$20,000
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$0
28. Maintenance/Repairs Payroll			\$35,000
29. Repairs/Material			\$0
30. Repairs Contract			\$90,000
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$0
Totals Operating & Maintenance			\$145,000

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$125,000
39. Payroll Taxes	\$18,000
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$40,000
42. Fidelity Bond	\$0
43. Workman's Compensation	\$0
44. Health Insurance & Employee Benefits	\$0
45. Other Insurance	\$0
Total Taxes & Insurance	\$183,000

Total Operating Expense **\$627,094**

Total Operating Expenses Per Unit \$5,226 **C. Total Operating Expenses as % of EGI** 44.60%

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

Total Expenses	\$663,094
-----------------------	------------------

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	11/16/2018	Thomas Johnston
b. Site Acquisition	2/1/2021	Thomas Johnston
c. Zoning Approval	1/29/2019	W. Taylor Franklin
d. Site Plan Approval	7/1/2020	Murray Kirk
2. Financing		
a. Construction Loan		
i. Loan Application	10/1/2020	Rhonda Mixer
ii. Conditional Commitment		
iii. Firm Commitment	2/1/2021	Thomas Johnston
b. Permanent Loan - First Lien		
i. Loan Application	10/1/2020	Rhonda Mixer
ii. Conditional Commitment		
iii. Firm Commitment	2/1/2021	Thomas Johnston
c. Permanent Loan-Second Lien		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	2/8/2019	Elizabeth Chapman
3. IRS Approval of Nonprofit Status	4/13/1984	Richard Mapp
4. Closing and Transfer of Property to Owner	2/1/2021	Thomas Johnston
5. Plans and Specifications, Working Drawings	1/1/2021	Murray Kirk
6. Building Permit Issued by Local Government	2/1/2021	Murray Kirk
7. Start Construction	2/1/2021	Murray Kirk
8. Begin Lease-up	2/1/2022	Christopher McKee
9. Complete Construction	5/1/2022	Murray Kirk
10. Complete Lease-Up	10/31/2022	Christopher McKee
11. Credit Placed in Service Date	10/31/2022	Thomas Johnston

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)	10,800,000	0	0	10,800,000
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	600,000	0	0	600,000
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	11,400,000	0	0	11,400,000
f. Earthwork	3,600,000	0	0	3,600,000
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	200,000	0	0	200,000
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	0	0	0	0
p. Other Site work	0	0	0	0
Total Land Improvements	3,800,000	0	0	3,800,000
Total Structure and Land	15,200,000	0	0	15,200,000
q. General Requirements	525,000	0	0	525,000
r. Builder's Overhead (2.2% Contract)	335,000	0	0	335,000
s. Builder's Profit (4.9% Contract)	750,000	0	0	750,000
t. Bonds	0	0	0	0
u. Building Permits	0	0	0	0
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	\$16,810,000	\$0	\$0	\$16,810,000

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	40,000	0	0	40,000
b. Architecture/Engineering Design Fee \$4,583 /Unit)	550,000	0	0	550,000
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	75,000	0	0	75,000
e. Environmental	35,000	0	0	35,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	12,500	0	0	0
i. Market Study	12,500	0	0	12,500
j. Site Engineering / Survey	0	0	0	0
k. Construction/Development Mgt	75,000	0	0	75,000
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	51,250	0	0	51,250
n. Construction Interest (0.0% for 0 months)	850,000	0	0	561,000
o. Taxes During Construction	90,000	0	0	59,400
p. Insurance During Construction	100,000	0	0	66,000
q. Permanent Loan Fee (0.0%)	180,938	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	75,000	0	0	75,000
t. Cost Certification Fee	25,000	0	0	25,000
u. Accounting	0	0	0	0
v. Title and Recording	75,000	0	0	0
w. Legal Fees for Closing	200,000	0	0	20,000
x. Mortgage Banker	102,500	0	0	51,250
y. Tax Credit Fee	120,000			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	250,000	0	0	250,000
ab. Organization Costs	50,000	0	0	0
ac. Operating Reserve	649,473	0	0	0
ad. Contingency	0	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Pre-development Interest	150,000	0	0	0
(2) Other* specify: Special Inspections	40,000	0	0	40,000
(3) Other* specify: Additional Inspections	20,000	0	0	20,000
(4) Other* specify: Demolition	400,000	0	0	0
(5) Other* specify: Escrows for Taxes & Insur.	50,000	0	0	0
(6) Other* specify: Off-site	350,000	0	0	0
(7) Other* specify: Other Legal & Accounting	50,000	0	0	5,000
(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))	\$4,679,161	\$0	\$0	\$2,011,400
Subtotal 1 + 2 (Owner + Contractor Costs)	\$21,489,161	\$0	\$0	\$18,821,400
3. Developer's Fees	1,500,000	0	0	1,500,000
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	3,000,000			
Existing Improvements	0	0		
Subtotal 4:	\$3,000,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$25,989,161	\$0	\$0	\$20,321,400

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:

\$2,389,133

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

\$147 **Meets Limits**
\$218

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	25,989,161	0	0	20,321,400

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	20,321,400
---	---	------------

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	6,096,420
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	26,417,820

5. Applicable Fraction

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

6. Total Qualified Basis
(Eligible Basis x Applicable Fraction)

0	0	26,417,820
---	---	------------

7. Applicable Percentage

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

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

8. Maximum Allowable Credit under IRC §42

\$0	\$0	\$2,377,604
-----	-----	-------------

(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed)

\$2,377,604	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. VHDA Taxable			\$6,750,000	Mr. Dale Wittie
2. VHDA REACH			\$3,500,000	Mr. Dale Wittie
3.				
Total Construction Funding:			\$10,250,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. VHDA Taxable			\$6,750,000	\$459,909	5.50%	30.00	30.00
2. VHDA REACH			\$3,500,000	\$175,943	2.95%	30.00	30.00
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$10,250,000	\$635,852			

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..... **TRUE**

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	\$3,500,000
g.	HOME Funds	\$0
h.	Other:	\$0
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$6,750,000
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	\$329,155	(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 \$329,155

2. Equity Gap Calculation

a. Total Development Cost	\$25,989,161
b. Total of Permanent Funding, Grants and Equity	- <u>\$10,579,155</u>
c. Equity Gap	\$15,410,006
d. Developer Equity	- <u>\$1,542</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$15,408,464

3. Syndication Information (If Applicable)

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

b. Syndication Equity

i. Anticipated Annual Credits	\$1,675,000.00
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	\$1,674,833
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$15,408,464

c. Syndication: Public
 d. Investors: Corporate

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$15,408,464

5. Net Equity Factor

Must be equal to or greater than 85% 92.0000298537%

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		<u>\$25,989,161</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$10,579,155</u>
3. Equals Equity Gap		<u>\$15,410,006</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>92.0000298537%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$16,750,001</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,675,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,377,604</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,675,000</u>
Credit per LI Units	<u>\$13,958.3333</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$6,542.9688</u>	

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		\$100,475
Plus Other Income Source (list):	App Fees, W&S Reimb., Section 8 Income	\$25,515
Equals Total Monthly Income:		\$125,990
Twelve Months		x12
Equals Annual Gross Potential Income		\$1,511,880
Less Vacancy Allowance	7.0%	\$105,832
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$1,406,048

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

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$1,406,048
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,406,048
d.	Total Expenses	\$663,094
e.	Net Operating Income	\$742,954
f.	Total Annual Debt Service	\$635,852
g.	Cash Flow Available for Distribution	\$107,102

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	1,406,048	1,434,169	1,462,853	1,492,110	1,521,952
Less Oper. Expenses	663,094	682,987	703,476	724,581	746,318
Net Income	742,954	751,183	759,376	767,529	775,634
Less Debt Service	635,852	635,852	635,852	635,852	635,852
Cash Flow	107,102	115,331	123,524	131,677	139,782
Debt Coverage Ratio	1.17	1.18	1.19	1.21	1.22

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,552,391	1,583,439	1,615,108	1,647,410	1,680,358
Less Oper. Expenses	768,708	791,769	815,522	839,988	865,187
Net Income	783,683	791,670	799,586	807,422	815,171
Less Debt Service	635,852	635,852	635,852	635,852	635,852
Cash Flow	147,831	155,818	163,734	171,570	179,319
Debt Coverage Ratio	1.23	1.25	1.26	1.27	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,713,965	1,748,244	1,783,209	1,818,874	1,855,251
Less Oper. Expenses	891,143	917,877	945,413	973,776	1,002,989
Net Income	822,822	830,367	837,796	845,098	852,262
Less Debt Service	635,852	635,852	635,852	635,852	635,852
Cash Flow	186,970	194,515	201,944	209,246	216,410
Debt Coverage Ratio	1.29	1.31	1.32	1.33	1.34

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

U. Building-by-Building Information

Must Complete

Number of BINS: 8

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).

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

DO NOT use the CUT feature

Bldg #	BIN if known	TAX CREDIT UNITS	MARKET RATE UNITS	NUMBER OF	30% Present Value Credit for Acquisition			30% Present Value Credit for Rehab / New Construction			70% Present Value Credit						
					Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		16			5786 Seliger Drive		Norfolk	VA	23502	\$0				\$0	\$3,522,376	9.00%	\$317,014
2.		16			5786 Seliger Drive		Norfolk	VA	23502	\$0				\$0	\$3,522,376	9.00%	\$317,014
3.		16			5786 Seliger Drive		Norfolk	VA	23502	\$0				\$0	\$3,522,376	9.00%	\$317,014
4.		16			5786 Seliger Drive		Norfolk	VA	23502	\$0				\$0	\$3,522,376	9.00%	\$317,014
5.		16			5786 Seliger Drive		Norfolk	VA	23502	\$0				\$0	\$3,522,376	9.00%	\$317,014
6.		16			5786 Seliger Drive		Norfolk	VA	23502	\$0				\$0	\$3,522,376	9.00%	\$317,014
7.		12			5786 Seliger Drive		Norfolk	VA	23502	\$0				\$0	\$2,641,782	9.00%	\$237,760
8.		12			5786 Seliger Drive		Norfolk	VA	23502	\$0				\$0	\$2,641,782	9.00%	\$237,760
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

\$26,417,820

\$2,377,604

Number of BINS: 8

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 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: Curlew Apts. I, L.P.

By: 


Its: Manager of Curlew Apts. GP I, L.L.C., its General Partner
(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:	Lawrence W. Kliewer, Jr.
Virginia License#:	0401005960
Architecture Firm or Company:	Cox Kliewer & Company, P.C.

By: 
Its: President
(Title)

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

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

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

1. READINESS:

a. VHDA notification letter to CEO (via Locality Notification Information Application)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 or 40	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			15.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	4.04
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 40	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
Total:			64.04

2020 Low-Income Housing Tax Credit Application For Reservation

3. DEVELOPMENT CHARACTERISTICS:

a. Amenities (See calculations below)			55.35
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	0%	Up to 15	0.00
h. Developments with less than 100 units	N	up to 20	0.00
i. Historic Structure	N	0 or 5	0.00
Total:			145.35

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	25.00%	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)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	19.17%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.83%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.83%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.83%	Up to 50	0.00
Total:			90.00

5. SPONSOR CHARACTERISTICS:

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
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:			50.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	76.19
b. Cost per unit		Up to 100	30.91
Total:			107.10

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	Y	Up to 45	35.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
Total:			95.00

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

TOTAL SCORE: 566.49

2020 Low-Income Housing Tax Credit Application For Reservation

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	16.35
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	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	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>55.35</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>55.35</u>

X. Development Summary

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

Deal Name: Riverside Station Apartments

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,675,000
Allocation Type: New Construction **Jurisdiction:** Norfolk City
Total Units: 120 **Population Target:** General
Total LI Units: 120
Project Gross Sq Ft: 156,896.71 **Owner Contact:** Thomas Johnston
Green Certified? TRUE

Total Score
566.49

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$10,250,000	\$85,417	\$65	\$635,852

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$15,200,000	\$126,667	\$97	58.49%
General Req/Overhead/Profit	\$1,610,000	\$13,417	\$10	6.19%
Other Contract Costs	\$0	\$0	\$0	0.00%
Owner Costs	\$4,679,161	\$38,993	\$30	18.00%
Acquisition	\$3,000,000	\$25,000	\$19	11.54%
Developer Fee	\$1,500,000	\$12,500	\$10	5.77%
Total Uses	\$25,989,161	\$216,576		

Total Development Costs

Total Improvements	\$21,489,161
Land Acquisition	\$3,000,000
Developer Fee	\$1,500,000
Total Development Costs	\$25,989,161

Income	
Gross Potential Income - LI Units	\$1,511,880
Gross Potential Income - Mkt Units	\$0
Subtotal	\$1,511,880
Less Vacancy %	7.00%
	\$105,832
Effective Gross Income	\$1,406,048

Proposed Cost Limit/Sq Ft: \$147
Applicable Cost Limit/Sq Ft: \$218

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	14
# of 2BR	76
# of 3BR	30
# of 4+ BR	0
Total Units	120

Expenses		
Category	Total	Per Unit
Administrative	\$209,094	\$1,742
Utilities	\$90,000	\$750
Operating & Maintenance	\$145,000	\$1,208
Taxes & Insurance	\$183,000	\$1,525
Total Operating Expenses	\$627,094	\$5,226
Replacement Reserves	\$36,000	\$300
Total Expenses	\$663,094	\$5,526

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	23	23
50% AMI	38	38
60% AMI	0	0
>60% AMI	59	59
Market	0	0

Cash Flow	
EGI	\$1,406,048
Total Expenses	\$663,094
Net Income	\$742,954
Debt Service	\$635,852
Debt Coverage Ratio (YR1):	1.17

Income Averaging? TRUE

Extended Use Restriction? 30

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$167.37** Credits/SF = **12.59158** Const \$/unit = **\$140,083.3333**

TYPE OF PROJECT GENERAL = 11000; ELDERLY = 12000
 LOCATION Inner-NVA=100; Outer-NV=200; NWC=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	803.05	1,089.55	1,299.23	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	14	76	30	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	198,293	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	198,293	264,390	310,658	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	198,293	264,390	310,658	0	0	0	0
PROJECT COST PER UNIT	0	134,408	182,360	217,454	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	16,650	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	16,650	22,200	26,085	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	16,650	22,200	26,085	0	0	0	0
PROJECT CREDIT PER UNIT	0	10,112	13,719	16,359	0	0	0	0
COST PER UNIT POINTS	0.00	3.76	19.65	7.50	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	9.16	48.39	18.64	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **30.91**

TOTAL CREDIT PER UNIT POINTS **76.19**

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	198,293	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	198,293	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	16,650	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	16,650	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	198,293	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	198,293	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	16,650	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	16,650	22,200	26,085	0	0	0	(

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2020 Low-Income Housing Tax Credit Application For Reservation

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 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*(10,000-35,000)=4

11000
500
1

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

	GENERAL		Elderly				
	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0
PARAMETER-(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	803.05	1,089.55	1,299.23	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	14	76	30	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	198,293	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	198,293	264,390	310,658	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	198,293	264,390	310,658	0	0	0	0
PROJECT COST PER UNIT	0	134,408	182,360	217,454	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	16,650	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	16,650	22,200	26,085	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	16,650	22,200	26,085	0	0	0	0
PROJECT CREDIT PER UNIT	0	10,112	13,719	16,359	0	0	0	0
COST PER UNIT POINTS	0.00	3.76	19.65	7.50	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	9.16	48.39	18.64	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **30.91**

TOTAL CREDIT PER UNIT POINTS **76.19**

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	198,293	264,390	310,658	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	198,293	264,390	310,658	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Credit Parameter - low rise	0	16,650	22,200	26,085	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	16,650	22,200	26,085	0	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	198,293	264,390	310,658	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	198,293	264,390	310,658	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	16,650	22,200	26,085	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	16,650	22,200	26,085	0	0	0	0

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Partnership or Operating Agreement

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

**FIRST AMENDMENT TO
AGREEMENT OF LIMITED PARTNERSHIP
OF CURLEW APTS. I, L.P.**

THIS FIRST AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP OF CURLEW APTS. I, L.P. (this "First Amendment") is entered into and is effective as of March 6, 2020 (the "Effective Date") by and among the undersigned parties.

RECITALS:

WHEREAS, Curlew Apts. I, L.P., a Virginia limited partnership (the "Partnership"), is governed by that certain Agreement of Limited Partnership dated as of February 8, 2019 (the "Partnership Agreement"); and

WHEREAS, the undersigned partners of the Partnership now desire to amend the Partnership on the terms and conditions set forth in this First Amendment.

NOW THEREFORE, in consideration of the foregoing, the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby intending to be legally bound, agree to amend the Partnership Agreement as follows:

1. The Recitals set forth above are true and correct in all material respects and are incorporated herein by this reference with the same force and effect as if fully set forth herein.
2. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Partnership Agreement.
3. Section 19(G) of the Partnership Agreement is hereby deleted in its entirety and replaced with the following:

The Partnership intends to grant to The Residential Corporation, a Virginia non-profit, non-stock corporation, a right of first refusal to purchase the Project. Said right of first refusal will be documented by a Right of First Refusal Agreement to be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, the form of which is attached hereto as Exhibit B-1.

4. Exhibit B to the Partnership Agreement is hereby deleted and replaced with Exhibit B-1 attached hereto and incorporated herein by reference. All references in the Partnership Agreement to "Exhibit B" shall be deemed to refer to Exhibit B-1.
5. This First Amendment may be executed in several counterparts, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This First Amendment may be delivered by facsimile machine copy of an original signature, or by electronic scanned copy of an original

signature in .pdf format, and such copy shall constitute an original for all purposes. Any counterpart of this First Amendment, which has attached to it separate signature pages of which together contain the signatures of all Partners or is executed by an attorney-in-fact on behalf of some or all of the Partners, shall for all purposes be deemed a fully executed instrument.

6. This First Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this First Amendment.

7. Except as otherwise specifically provided herein, all terms and conditions of the Partnership Agreement shall remain in full force and effect and are hereby ratified and confirmed in all respects by the parties hereto.


8. This First Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this First Amendment or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this First Amendment and the applications of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this First Amendment or the application thereof shall be held invalid or unenforceable by a final judgment of a court of competent jurisdiction, the parties agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

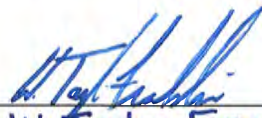
[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, each of the parties hereto has executed this First Amendment as of the day and year first above written.

GENERAL PARTNER:

CURLEW APTS. GP I, L.L.C.

By: 
Name: Thomas M. Johnston
Title: Manager

By: 
Name: W. Taylor Franklin
Title: Manager

LIMITED PARTNERS:



WENDELL C. FRANKLIN



THOMAS M. JOHNSTON



W. TAYLOR FRANKLIN

Exhibit B-1

Prepared by:
Kaufman & Canoles, P.C.
One City Center
11815 Fountain Way, Suite 400
Newport News, VA 23606

Tax Map Reference Nos.: 1457432668; 1457434658; and 1457432233

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement"), is made and entered into as of March 6, 2020, by and between CURLEW APTS. I, L.P., a Virginia limited partnership ("Seller"), index as a GRANTOR, and THE RESIDENTIAL CORPORATION, a Virginia non-stock corporation ("Purchaser"), index as a GRANTEE, provides as follows:

RECITALS:

- A. Seller is the owner or contract purchaser of the "Property" (as hereinafter defined).
- B. Subject to the terms and conditions set forth herein, Seller desires to grant to Purchaser, and Purchaser desires to obtain from Seller, a right of first refusal to purchase the Property, on and subject to the terms and conditions set forth herein.

AGREEMENT:

In consideration of the mutual covenants, premises, conditions and undertakings herein set forth, the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. **DEFINITIONS.** In addition to any other terms defined elsewhere in this Agreement or as otherwise defined in the Agreement of Limited Partnership of the Seller (as the same may from time to time be amended, supplemented and/or amended and restated, the "Partnership Agreement"), the following terms shall have the following meanings, unless the context requires otherwise:

A "Property" shall mean that certain piece or parcel of real estate located in the City of Norfolk, Virginia, and more particularly described in Exhibit A, attached hereto and by this reference made a part hereof, together with all appurtenances, rights, privileges and easements in any way benefiting, belonging, or appertaining to said real estate, together with all buildings and improvements now and hereafter located on the real estate, including, without limitation, the multifamily residential buildings (the "Apartments") to be constructed thereon and to be known as Riverside Station Apartments, together with all mechanical systems, fixtures, equipment, compressors, engines, all electrical systems, fixtures and equipment, heating fixtures, systems and equipment, air conditioning fixtures, systems and equipment and plumbing fixtures, systems and equipment.

B “Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended.

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 Refusal Right, or such extended date as may be agreed to in writing by Seller and Purchaser (but not before the expiration of the Compliance Period).

E “Compliance Period” shall mean the “15 year initial compliance period” set forth in the Rules and Regulations for Allocation of Low Income Housing Tax Credits, 13 VAC 10-180-10 et seq., as published in the VHDA Low Income Housing Tax Credit Manual 2020, 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 Seller receives a bona fide offer to purchase the Property provided Seller has acquired the Property, if Seller is a contract purchaser, (a “BFO”), which BFO Seller would accept if the Purchaser did not exercise its rights hereinafter specified, Purchaser shall have a right of first refusal (“ROFR”) to purchase the Property on the terms and conditions set forth in this Agreement. In addition to all other applicable conditions set forth in this Agreement, the foregoing grant of the ROFR shall be effective only if Purchaser is currently, and remains at all times hereafter, until the ROFR 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 BFO to purchase the Property, Seller shall notify Purchaser and the Investor Limited Partner of such offer and deliver to Purchaser and the Investor Limited Partner a copy thereof (the “Notice”). Seller shall not accept any BFO unless and until the ROFR has expired without exercise by Purchaser under the terms hereof.

The term of the ROFR shall commence on the first day of the year immediately following the expiration of the Compliance Period for the Property, and shall expire upon the earlier of (i) consummation of the sale of the Property after the Compliance Period to a person other than Purchaser after Purchaser has failed to exercise its ROFR in accordance with this Agreement, or (ii) one (1) year after the last day of the year in which the Compliance Period for the Property expires (the “ROFR Term”). Accordingly, the maximum ROFR Term shall be one (1) year.

3. **EXERCISE OF THE ROFR.** The ROFR may be exercised by Purchaser (a) giving written notice (the “ROFR Exercise Notice”) to Seller of Purchaser’s exercise of the ROFR in compliance with the requirements hereof, and (b) complying with the terms, conditions and closing requirements hereof. Any ROFR Exercise Notice shall be given within thirty (30) days after Purchaser has received Seller’s ROFR Notice pursuant to Paragraph 2 hereof. The ROFR Exercise Notice shall specify the Settlement Date. If Purchaser exercises the ROFR but fails to consummate the acquisition of the Property pursuant hereto for any reason other than a

breach of this Agreement by Seller, the ROFR shall terminate, and neither party hereto shall have any further rights or obligations to the other with respect to this Agreement.

4. **PURCHASE AND SALE OF THE PROPERTY.** If the ROFR is exercised as provided herein, then, upon the terms and conditions hereinafter 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.

5. **PURCHASE PRICE.**

A **Purchase Price.** 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 principal amount of outstanding indebtedness secured by the Property and any accrued interest on any of such debts (but not including any indebtedness incurred within the five (5) year period ending on the Settlement Date) (collectively, the "Indebtedness"), and (ii) the sum of (a) Exit Taxes (hereinafter defined) and (b) any federal income taxes owed by any Partner as a result of its receipt of the Exit Taxes. For purposes of this Agreement, "Exit Taxes" shall mean all federal, state and local taxes attributable to such sale, including without limitation, those incurred or to be incurred by any Partner (and any partner or member of any Partner) of Seller. Seller shall provide Purchaser with satisfactory evidence, including a proper accounting, of the amounts of the Indebtedness and the Exit Taxes which are payable for the purpose of calculating the Purchase Price, within fifteen (15) days following the date of exercise. In no event shall the Purchase Price be less than the minimum 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 Settlement by wire transfer of immediately available funds.

6. **SETTLEMENT.** Settlement shall occur on the Settlement Date in the offices of Purchaser's attorney, or at such other place as the parties may agree upon 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, where-is" physical condition.

7. **TITLE.** Within ten (10) days after giving the ROFR Exercise Notice, 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 either (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 or 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 be extended for such time as Seller shall reasonably require

to effect much cure, but not to exceed ninety (90) days. Unless Seller expressly agrees to do so, Seller shall have no obligation to cure or remove any title exceptions.

8. DUE DILIGENCE.

A Purchaser's Tests and Inspections. Purchaser shall have the right during the period (the "Due Diligence Period") extending from the exercise of the ROFR until the Settlement Date, and upon 24 hours prior notice to Seller (which notice may be oral or written) to enter upon the Property and to perform, at Purchaser's expense, economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects; provided, however, no invasive testing shall be conducted without Seller's prior written consent which consent shall not be unreasonably withheld if Purchaser provides security acceptable to Seller to cover any damage resulting therefrom. During this due diligence period, provided Seller may do so without breaching any covenant or agreement, including, without limitation, any confidentiality or nondisclosure agreement, Seller agrees to make available to Purchaser for inspection, but without any representation or warranty as to the accuracy or completeness thereof or of Purchaser's right to rely thereon, any and all engineering studies and surveys relating to the Property that are in Seller's possession. Purchaser agrees to indemnify, defend and hold Seller harmless from any claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising from entry upon, and any activities conducted on 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 access, tests, surveys, studies and inspections.

B Copies of Tests and Studies. As additional consideration for granting the ROFR, Purchaser shall deliver to Seller, without any cost or expense, copies of the written results of such tests, surveys, studies and inspections obtained pursuant to Paragraph 8(A) above.

C Survey. Purchaser, at Purchaser's option and expense, may arrange for a survey of the Property (the "Survey") during the Due Diligence Period.

9. 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") conveying fee simple title to the Property free and clear of any monetary liens on the Property which were created by any parties claiming by, under or through Seller, but subject to the Permitted Exceptions.

(2) Appropriate resolutions or other consents of 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 (the "Assignment and Assumption Agreement") dated as of the Settlement Date assigning to Purchaser, and Purchaser's assumption of, the Leases and such management agreements, service contracts and other agreements relating to the Property that are not terminated by Seller on or before the Settlement Date.

(6) Tenant notification letters, dated as of the Settlement Date, informing 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 then held by Seller.

(8) The Settlement Statement.

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 Assignment and Assumption Agreement.

(3) The Purchase Price as provided in Paragraph 5 hereof.

(4) The Settlement Statement.

10. 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, except the Virginia Grantor's Tax which shall be paid by Seller. Seller shall pay its legal fees and costs.

B Prorations. At Settlement, all income and expenses of the Property, including without limitation, real estate taxes, rent, and utilities shall be prorated and adjusted as of the Settlement Date. If accurate prorations and other adjustments cannot be made at Settlement because current bills are not obtainable, the parties shall prorate such items as of the Settlement Date on the best available information, subject to adjustment upon receipt of the final bills. If after

Settlement, any proration is determined to have been inaccurate, the parties will promptly make the proper adjustment payment or payments.

11. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** To induce Seller to enter into this Agreement, 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 (i) an organization described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code, and is exempt from taxation under Section 501(a) of the Internal Revenue Code, (ii) is not affiliated with or controlled by a for-profit organization, (iii) whose purposes include the fostering of low-income housing, and (iv) satisfies, or will satisfy, at all relevant times, the requirements of a "qualified non-profit organization" as that term is defined in the Regulations.

12. **SELLER'S REPRESENTATIONS AND WARRANTIES.** To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations, warranties and covenants as of the date hereof:

A **Authority.** Seller (i) is a duly formed and validly existing limited partnership 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, code, ordinance, rule or regulation.

13. **CONDITIONS PRECEDENT.**

A **Conditions for the Protection of Seller.** It shall be a condition precedent to Seller's obligation to provide the ROFR Notice and sell the Property and perform its other obligations hereunder that each and every one of the conditions set forth under this Paragraph 13.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 (“VHDA”) in connection with the Property, and in an amount acceptable to Seller, no later than December 31, 2020.

(2) Seller shall have constructed the Apartments and the same shall be occupied pursuant to duly authorized certificates of occupancy issued by the appropriate governmental authorities by December 31, 2022, or such later date permitted by VHDA and acceptable to the Seller.

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 rights or obligations hereunder.

14. 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 Settlement, 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 fifteen (15) 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 of, or damage to, the Property after the exercise of the ROFR and prior to the Settlement shall be upon Seller.

15. 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 connection with this Agreement, and each party hereby agrees to indemnify defend, and hold harmless the other party 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.

16. DEFAULT. If, after the exercise of the ROFR 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.

17. **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, Purchaser's rights under this Agreement may be assigned to another "qualified non-profit organization," as defined in Regulations, at the option of Purchaser, with the approval of VHDA, or in the event 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 Seller receives an unconditional reservation of low-income housing tax credits from VHDA, pursuant to the Regulations, on the Property, then, immediately thereafter this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, at 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 by personal delivery, by mail, or by overnight delivery service for next business day delivery, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or if sent by overnight courier to such party at such address, the next business day or if sent by mail, 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: Curlew Apts. I, L.P.
c/o The Franklin Johnston Group
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451

If to Purchaser: The Residential Corporation
801 Boush Street, Suite 302
Norfolk, Virginia 23510

H Incorporation by Reference. Each Exhibit 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 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 number 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.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

CURLEW APTS. I, L.P.,
a Virginia limited partnership

By: **CURLEW APTS. GP I, L.L.C.**,
a Virginia limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid by _____, and _____, each in his capacity as a Manager of Curlew Apts. GP I, L.L.C., the General Partner of Curlew Apts. I, L.P., on its behalf, this ____ day of _____, 2020.

Notary Public

Registration No.: _____
My Commission Expires: _____

PURCHASER:

THE RESIDENTIAL CORPORATION,
a Virginia non-stock corporation

By: _____

Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid by _____, the _____ of The Residential Corporation, on its behalf, this ____ day of _____, 2020.

Notary Public

Registration No.: _____

My Commission Expires: _____

EXHIBIT A

(Legal Description)

PARCEL ONE:

All that certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia, known, numbered and designated as Part of Parcels 5 and 6 of Survey for "Baltimore Bank for Cooperatives, Princess Anne County, Virginia", made December 1955 by Phillip D. Freeman, C. E. and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 42, page 7, said property fronts 150 feet on the south side of Curlew Drive and extends back between parallel lines a distance of 337.65 feet and designated as " Site C:", as shown on the plat entitled "Subdivision of Part of Parcels 3, 4, 5 & 6, as shown on Plat of Survey for Baltimore Bank for Cooperatives Norfolk, Virginia", dated April 30, 1965, made by Baldwin and Gregg, Civil Engineers & Surveyors, Norfolk, Virginia, which plat is duly recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 22, page 6.

TOGETHER WITH a right of user in, to, over and along the 45 foot right of way for railroad purposes for the benefit of and in common with the owners of all property abutting thereon; their successors and assigns, subject to the terms and provisions of that certain agreement between McGinnis Industrial Center, Incorporated and Charles L. Glanville, dated December 20, 1955 and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 474, page 438.

PARCEL TWO:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, Virginia, and known, numbered and designated as Parcel B-2, as shown on that certain plat entitled "PLAT SHOWING OF NORFOLK SOUTHERN RAILWAY AND VACATION OF PROPERTY LINE BETWEEN SITE B-2 AND NORFOLK SOUTHERN RAILWAY AS SHOWN ON SUBDIVISION OF PART OF PARCELS 3, 4, 5 & 6 FOR A FAMILY PARTNERSHIP (MB 39 P. 83) NORFOLK, VIRGINIA", made by Basgier and Associates, a Professional corporation, dated July 11, 1997, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 51, at page 52.

PARCEL THREE:

ALL THAT certain tract or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia, containing 6.49 acres, more or less, and

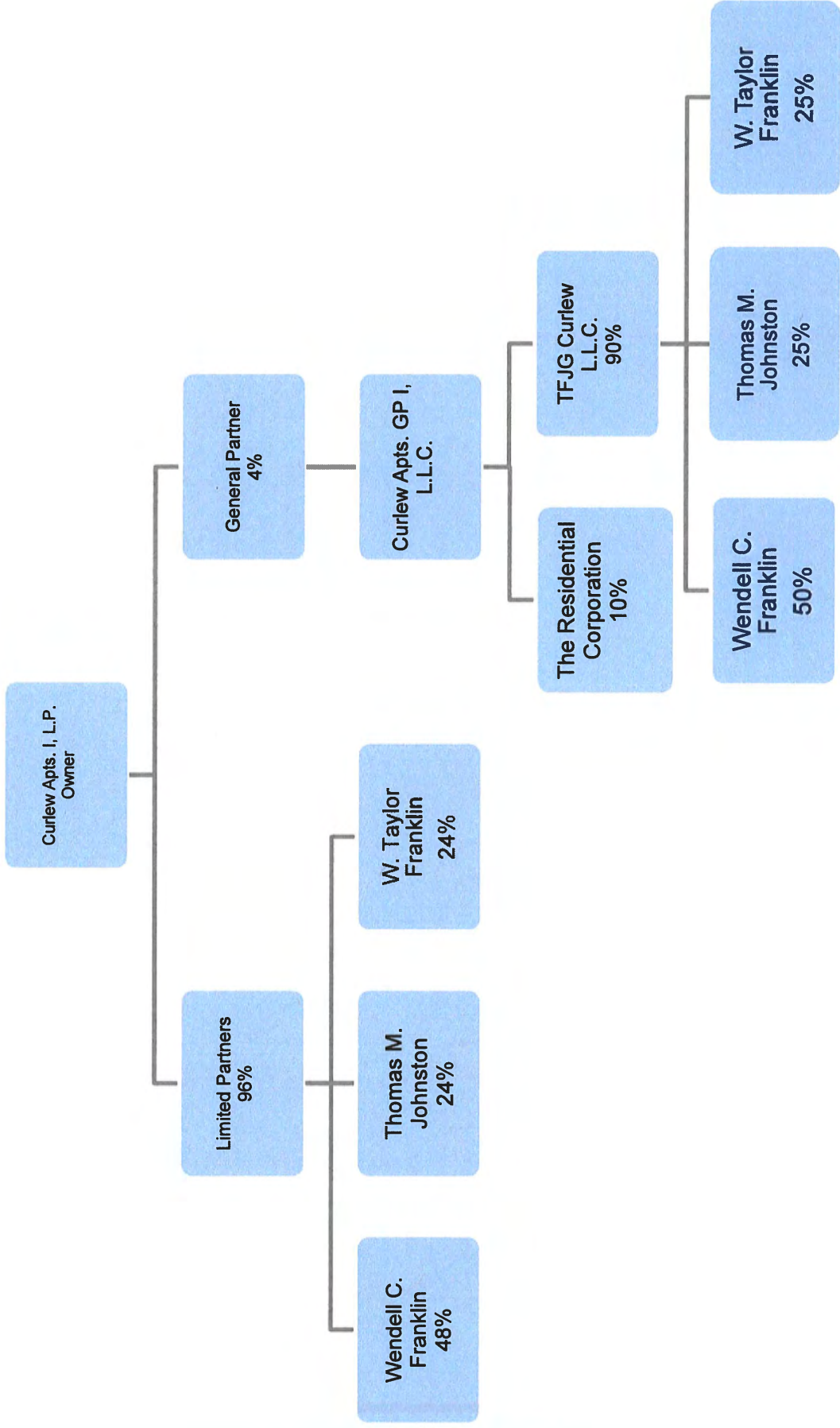
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being designated under the current system of street numbering as 5786 Sellger Drive, Norfolk, Virginia, and being more particularly described as follows:

BEGINNING at a point in the northern line of Sellger Drive, which point is located a distance of 290 feet, more or less, from the northwest corner of the intersection of Sellger Drive and McGinnis Circle and from this point of beginning running North 89° 06' 00" West a distance of 540 feet to a pin, being the southwest corner of the subject property; thence North 00° 54' 00" East a distance of 496.28 feet to a point; thence 151.52 feet along a curve having a radius of 501.48 feet to a point; thence South 88° 35' 30" East a distance of 79 feet to a point; thence North 01° 24' 30" East a distance of 12.50 feet to a point; thence South 88° 35' 30" East a distance of 333.50 feet to a point; thence North 01° 24' 30" East a distance of 32.50 feet to a point; thence South 38° 35' 30" East a distance of 28.10 feet to a point, this being the northeastern corner of the subject property; thence South 00° 54' 00" West a distance of 478.34 feet to a point; thence North 89° 06' 00" West a distance of 50 feet to a point; thence South 00° 54' 00" West a distance of 35.00 feet to the point of beginning. Together with the right to use in common with others entitled thereto the right-of-way mentioned and described in the deed between McGinnis Industrial Center, Incorporated, Baltimore Bank for Cooperatives, R. S. Jones, Jr., acting trustee, and Charles L. Glanville, dated August 14, 1956, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 478, at page 527.

LESS AND EXCEPT a parcel of land 35 feet by 50 feet in size and located at the northwest corner of the intersection of Sellger Drive and McGinnis Circle, which was conveyed from J. C. Aspinwall, et al, to the City of Norfolk by deed dated January 4, 1968, duly recorded in the Clerk's Office of the City of Norfolk, Virginia, in Deed Book 1105, at page 304, and corrected by deed dated May 27, 1968, duly recorded in the same Clerk's Office in Deed Book 1118, at page 619.

Chart of Ownership Structure
with Percentage of Interests



**AGREEMENT OF LIMITED PARTNERSHIP
OF
CURLEW APTS. I, L. P.**

THIS AGREEMENT OF LIMITED PARTNERSHIP, made as of the 8th day of February, 2019, by and among the undersigned partners, who hereby organize **CURLEW APTS. I, L. P.**, a Virginia limited partnership (the "Partnership") pursuant to the Revised Uniform Limited Partnership Act of Virginia upon the following terms and conditions.

WITNESSETH:

WHEREAS, the undersigned partners desire to organize the Partnership for the purpose of developing, constructing, owning and operating a multi-family apartment project for persons of low and/or moderate income located in the City of Norfolk, Virginia.

NOW, THEREFORE, the Partners hereby agree as follows:

1. NAME; PLACE OF BUSINESS AND SPECIFIED OFFICE; REGISTERED AGENT; RECORDS.

The name of the Partnership is **CURLEW APTS. I, L.P.**, and the post office address of its principal place of business and specified office is 300 32nd Street, Suite 310, Virginia Beach, Virginia 23451. The name of the registered agent is James W. Noel III, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar. The registered agent's post office address is 300 32nd Street, Suite 310, Virginia Beach, Virginia 23451. The Partnership shall keep the following records at its specified office: (i) a current list of the full name and last known business address of each Partner set forth in alphabetical order, (ii) a copy of the Certificate of Limited Partnership and all Certificates of Amendment thereto, together with executed copies of any powers of attorney pursuant to which any Certificate has been executed, (iii) copies of the Partnership's federal, state, and local income tax returns and reports, if any, for the three most recent years, and (iv) copies of any then effective written Partnership Agreements and any financial statements of the Partnership for the three most recent years. Such records are subject to inspection and copying at the reasonable request, and at the expense, of any Partner during ordinary business hours.

2. DEFINITIONS.

The following terms used in this Agreement shall (unless otherwise expressly provided herein or unless the context otherwise requires) have the following respective meanings:

A. Act.

The Revised Uniform Limited Partnership Act of Virginia.

B. Affiliate or Affiliated Persons.

When used with reference to a specified person, (1) any person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified person, (2) any person that is an officer of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or of which the specified person is an officer, partner or trustee, or with respect to which the specified person serves in a similar capacity, (3) any person that, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified person or of which the specified person is directly or indirectly the owner of 10% or more of any class of equity securities or in which the specified person has a substantial beneficial interest and (4) any spouse or lineal descendant of the specified person.

C. Agreement.

This Agreement of Limited Partnership, as originally executed and as amended from time to time, as the context requires.

D. Capital Account.

As of any date, the aggregate of the Capital Contributions by a Partner or his predecessor in interest, increased by his distributive share of Taxable Income and of Gain from Sale, reduced by his distributive share of Taxable Loss and of Loss from Sale, and by the amount of any distributions of cash to him or by the Gross Asset Value of any property distributed to him. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts, make-up of deficit capital accounts upon liquidation, and allocations of tax items are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with the Regulations.

E. Capital Calls.

The assessments for additional contributions described in Section 5C.

F. Capital Contributions.

With respect to any Partner, the amount of money (including any Capital Calls) and the initial Gross Asset Value of any property (other than money) contributed to the Partnership with respect to the Interest held by such Partner pursuant to the terms of this Agreement. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Partnership by the maker of the note shall not be included in the Capital Contribution of any Partner until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

G. Code.

The Internal Revenue Code of 1986, as amended from time to time.

H. Gain or Loss from Sale.

Any gain or loss for federal income tax purposes resulting from the sale or other disposition of the Project not in the ordinary course of the Partnership's business.

I. General Partner.

Curlew Apts. GP I, L.L.C., a Virginia limited liability company, and such other person or firm as may become General Partner hereunder, or any successors appointed under this Agreement.

J. Gross Asset Value.

With respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

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

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

(3) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(4) The Gross Asset Values of partnership 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); provided, however, that Gross Asset Values shall not be adjusted pursuant this Section 2J(4) to the extent the Partners determine that an adjustment pursuant to Section 2J(2) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 2J(4). If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 2J(1), Section 2J(2), or Section 2J(4) hereof, such Gross Asset Value shall thereafter be

adjusted by the depreciation taken into account with respect to such asset for purposes of computing Taxable Income or Taxable Loss.

K. Interest.

Generally, a Partner's Interest refers to his percentage set forth on Exhibit A. However, a Partner's Interest includes his Capital Account and percentage set forth on Exhibit A when used in the context of a Partner's ownership rights in the Partnership.

L. Limited Partners.

The original Limited Partners and any persons who are admitted to the Partnership as additional or substituted Limited Partners.

M. Minimum Gain.

As of any date, the excess, if any, of the outstanding principal balance of any nonrecourse debt of the Partnership that is secured by an interest in the Project or any part thereof, over the adjusted basis of the Project to the Partnership.

N. Modified Negative Capital Account.

The deficit balance of a Capital Account, excluding the portion of the deficit that must be restored to the Partnership upon liquidation under Section 5E(7).

O. Net Cash from Operations.

For any taxable year, the excess of cash revenue from the operation of the Project (which may include proceeds from the sale of Partnership property in the ordinary course of business), interest income received during the year, and reserves set aside in prior years and no longer deemed necessary by the General Partner for the Partnership's business, over the sum of (1) development and operating expenses of the Partnership paid in cash during the year, (2) payments made in connection with any loan to the Partnership or any indebtedness secured by a lien on any portion of the Project, and (3) any reasonable reserves, as determined by the General Partner, for development and operating expenses, the repair, replacement or preservation during the current or subsequent years of any Partnership asset, or for contingencies and unanticipated obligations (including debt service).

P. Net Proceeds from Refinancing.

Net cash realized by the Partnership from the refinancing of indebtedness of the Partnership, reduced by (1) all expenses related to the transactions, (2) the amount applied, at the sole discretion of the General Partner, toward the payment of any indebtedness of the Partnership, and (3) reasonable reserves to satisfy other obligations of the Partnership, as determined by the General Partner.

Q. Net Proceeds from Sale.

Net cash realized by the Partnership from the sale, exchange, condemnation, or other disposition of all or substantially all of the Project or from policies of insurance payable as a result of damage to or destruction of, or defects of title to the Project (to the extent the proceeds exceed (1) the actual or estimated costs of repairing or replacing the Project or other assets damaged or destroyed or curing defects of title, plus all expenses related to the transactions, (2) the amount applied, at the sole discretion of the General Partner, toward the payment of any indebtedness of the Partnership, and (3) reasonable reserves to satisfy other obligations of the Partnership, as determined by the General Partner).

R. Partner.

Partners of all classes.

S. Project.

The property described in Section 3.

T. Taxable Income or Taxable Loss.

The income or loss of the Partnership for federal income tax purposes, including each item of income, gain, loss or deduction, but excluding Gain or Loss from Sale.

3. BUSINESS OF THE PARTNERSHIP.

The business of the Partnership shall be developing, constructing, owning and operating a multi-family apartment project for persons of low and/or moderate income located in Norfolk Virginia, and engaging in any and all business activities related or incidental thereto.

4. TERM.

The Partnership is formed on the date hereof and shall continue until January 31, 2118, unless sooner terminated in accordance with this Agreement.

5. PARTNERS AND CAPITAL.

A. General Partner; Capital Contributions.

The name and business address of each general partner is as follows:

Curlew Apts. GP I, L.L.C.
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451

The Interest and Capital Contribution of each General Partner is as set forth on Exhibit A.

B. Limited Partners; Capital Contribution.

Each Limited Partner, as a Capital Contribution, has contributed to the Partnership the amount set forth on Exhibit A. Upon the execution of the Agreement, each Limited Partner shall have the applicable Interest set forth on Exhibit A. The business addresses of the Limited Partners are as set forth on Exhibit A.

C. Additional Assessments.

(1) In addition to the foregoing, the General Partner, in its discretion, may from time to time by notice call for a maximum of \$100.00 for each 1% of interest in additional Capital Contributions in aggregate from the Partners. Within thirty (30) days of notice thereof, each Partner shall contribute the call in proportion to his Interest.

(2) Any Partner who pays more than his proportionate share of a Capital Call, based on his respective Interest of the total required to be paid, shall be entitled to reimbursement from the Partners who have paid less than their proportionate shares.

D. Default Remedy.

(1) If a Partner fails to pay any of his Capital Call by the due date therefor, he shall be deemed a Defaulting Partner. The amount in default shall bear interest from the date of default until the date of payment at the prime rate of Wells Fargo Bank, N.A., plus 3% per annum, adjusted and published from time to time. The obligation to pay interest shall be the obligation of the Defaulting Partner only, regardless of whether his Interest is purchased pursuant to this Section.

(2) Upon default, the General Partner may proceed to pursue any and all available legal remedies against the Defaulting Partner to collect the amount due. If a Defaulting Partner remains in default for more than 60 days after the General Partner sends notice of default, the General Partner may, by notice to the Defaulting Partner, cause the Defaulting Partner's entire Interest in the Partnership to be transferred to the other Partners in proportion to their respective Interests. If the General Partner so elects to transfer the Interest of the Defaulting Partner to the other Partners, such transfer shall constitute full payment to the Partnership of all amounts due from the Defaulting Partner. Additionally, the General Partner may offer to sell for the price hereafter specified the entire Interest of the Defaulting Partner, including all profits, losses and distributions attributable to such Interest in the following order, to (i) the non-defaulting Partners, (ii) the Partnership, or (iii) any person not then a Partner, on the terms and conditions hereafter specified.

(3) Any Limited Partner who buys any Interest from a Defaulting Partner shall become a substituted Limited Partner with respect thereto. Any purchaser from a

Defaulting Partner who, at the time of purchase, is not a Partner shall, with the consent of the General Partner, become a substituted Limited Partner upon such purchaser's agreeing to be bound by this Agreement.

(4) The purchase price to be paid to the Defaulting Partner shall be the amount of Capital Account attributable to the Interest being purchased as of the date of purchase. Each purchaser shall also pay to the Partnership his share, in proportion to the Interest purchased, of all obligations of the Defaulting Partner, if any, to the Partnership.

(5) Notwithstanding the foregoing, the obligations of the Defaulting Partner to the Partnership shall not be extinguished by any such purchase, but only by, and to the extent of, the Capital Contributions made in his place by the purchaser of his Interest, or by the transfer of the Defaulting Partner's Interest, after notice, as provided in Section 5D(2). If no purchase or transfer occurs, then unless and until the default is cured, any distributions in respect of the Interest of the Defaulting Partner shall be applied first to interest on the defaulted amount, and second to the amount in default.

(6) Notwithstanding any other provisions of this Agreement, the Taxable Income or Taxable Loss attributable to the Defaulting Partner's Interest shall be allocated for tax purposes between the Defaulting Partner and the successor(s) to his Interest on the basis of the number of days each has held the Interest during the taxable year.

E. Additional Provisions on Capital and Obligations of Partners.

(1) A Capital Account shall be established and maintained for each Partner. The Capital Account of a substituted Partner shall include his allocable portion of the Capital Account of the Partner whose Interest he acquired without regard to any basis adjustment under Section 754 of the Code.

(2) No Partner gives up any of his rights to be repaid his Capital Contributions in favor of any other Partner.

(3) No Partner shall be paid interest on his Capital Account.

(4) No Partner shall have the right to demand and receive property other than cash in return of his Capital Contributions.

(5) No Partner shall have the right to demand and receive the return of his Capital Contributions until the termination of the Partnership.

(6) The General Partner shall have no liability or responsibility for the repayment of the capital contributions of any Limited Partner.

(7) The liability of each Limited Partner for the losses, debts, liabilities and obligations of the Partnership shall be limited to his Capital Contributions, his share of

additional capital for which he may be assessed, and his share of any undistributed profits of the Partnership.

6. ALLOCATIONS AND DISTRIBUTIONS.

A. Net Cash from Operations.

Net Cash from Operations for any year shall be allocated and distributed among the Partners in proportion to their respective Interests.

B. Taxable Income, Taxable Loss and Credits.

Taxable Income, Taxable Loss and tax credits each year shall be allocated among the Partners in proportion to their respective Interests.

C. Mid-Year Transfers.

Unless otherwise agreed between the transferor and transferee, all Taxable Income or Taxable Loss for a Partnership year allocable to any Interest which has been transferred during the year shall be allocated between the transferor and transferee in the ratio of the number of days in the year before and after the effective date of the assignment without regard to the dates during the year on which income was earned, losses incurred, or distributions made.

D. Net Proceeds from Refinancing.

Net Proceeds from Refinancing shall be allocated and distributed among the Partners in the following order of priority:

(1) To each partner who has a Capital Account balance greater, in proportion to the aggregate of all capital account balances, than his Interest, in the ratio of the Interests of each such Partner, until the Capital Account balance of each such Partner is the same in proportion to the aggregate of all Capital Account balances as his Interest.

(2) The balance, to the Partners in proportion to their respective Interests.

E. Gain from Sale.

Gain from Sale shall be allocated among the Partners in the following order of priority:

(1) To each Partner who has a negative Capital Account immediately preceding the transaction giving rise to the gain, in the ratio which the negative Capital Account of each bears to the aggregate of all negative Capital Accounts, until all negative Capital Accounts have been increased to zero.

(2) Next, to each Partner who has a Capital Account balance after the adjustment in Section 6E(1) lesser, in proportion to the aggregate of all Capital Account balances, than his Interest, in the ratio of the Interests of each such Partner, until the Capital Account balance of each such Partner is the same in proportion to the aggregate of all Capital Account balances as his Interest.

(3) The balance, to the Partners in proportion to their respective Interests.

F. Loss from Sale.

Loss from Sale shall be allocated among the Partners in the following order of priority:

(1) To each Partner who has a positive Capital Account immediately preceding the transaction giving rise to the loss, in the ratio which the positive Capital Account of each bears to the aggregate positive Capital Accounts, until each Partner's Capital Account is reduced to zero.

(2) The balance, to the Partners in proportion to their respective Interests.

G. Net Proceeds from Sale.

Net Proceeds from Sale shall be allocated and distributed among the Partners in the proportion that the positive Capital Account of each bears to the aggregate positive Capital Accounts (after the allocations and distributions otherwise provided in this Section) until all Capital Accounts have been reduced to zero; and the balance in proportion to their Interests.

H. Mid-Year Transfers.

All Gain or Loss from Sale and distributions of Net Proceeds from Sale or Net Proceeds from Refinancing allocable to any Interest which has been transferred during the year shall be allocated and distributed, respectively, to the holder of the Interest on the date of the Sale or Refinancing. Gains or Losses attributable to, and Net Proceeds which represent, Net Proceeds not received by the Partnership as cash upon a Sale or Refinancing but which will be received later by the Partnership as a result of an installment or other deferred sale shall be allocated or distributed, as the case may be, to the holder of the Interest on the date the proceeds are received by the Partnership.

I. Minimum Allocation to General Partner.

Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, there shall be allocated to the General Partner at least 1% of every item of income, gain, loss, deduction or credit at all times during the existence of the Partnership.

J. Minimum Gain Charge-back.

(1) Notwithstanding any other provision of this Agreement, if there is a net decrease in the Partnership's Minimum Gain during any Partnership fiscal year, each Partner who would otherwise have a Modified Negative Capital Account at the end of such year shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such Modified Negative Capital Account as quickly as possible. The items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704-1(b)(4)(iv)(e). This Section 6J is intended to comply with the minimum gain charge-back requirement in such Section of the Regulations and shall be interpreted consistently therewith.

(2) Notwithstanding any other provision of this Agreement, if there is a net decrease in a Partner's nonrecourse debt minimum gain as defined in Treasury Regulation Section 1.704-2(i)(3) during any Partnership fiscal year, there shall be allocated to such partner items of income and gain in accordance with Treasury Regulation Section 1.704-2(i)(4).

K. Qualified Income Offset.

Except as provided in Section 6J hereof, in the event any Limited Partner unexpectedly received any adjustments, allocations or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specifically allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Modified Negative Capital Account of such Limited Partner as quickly as possible.

L. 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 Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value of such property.

In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 2J(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 General Partner in any manner that reasonably reflects the purpose and intention of this Agreement and the requirements of Code Section 704(c). Allocations pursuant to this Section 6L 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 Partner's Capital Account or share of Taxable Income, Taxable Loss, other items, or distributions pursuant to any provision of this Agreement.

7. RIGHTS, POWERS AND DUTIES OF THE GENERAL PARTNER.

A. Rights and Powers of the General Partner.

(1) The General Partner shall have the exclusive right to manage the business of the Partnership, and to make all decisions regarding the business of the Partnership. No Limited Partner (except one who may also be a General Partner, and then only in its capacity as General Partner) shall participate in or have any control over the Partnership business or have any authority or right to act for or bind the Partnership.

(2) Subject to the consent of the Limited Partners when expressly required by this Agreement, the General Partner shall have all the rights and powers of a general partner as provided in the Act and as otherwise provided by law, and any action taken by the General Partner shall constitute the act of and bind the Partnership. The General Partner is granted the right, power and authority to do in the name of, and on behalf of, the Partnership all things which, in its sole judgment, are necessary, proper or desirable to carry out the purposes of the Partnership, including, but not limited to the right, power and authority:

(a) To own, acquire by lease or purchase, develop, maintain, improve, grant options with respect to, sell, convey, assign, mortgage or lease any real estate and any personal property, and to cause to have constructed improvements upon any real property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(b) To execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the development, management, maintenance and operation of any properties in which the Partnership has an interest, including without limitation, necessary easements to public or quasi-public bodies or public utilities.

(c) To employ or retain persons, including their or any Limited Partner's Affiliates, to provide property acquisition, management, leasing or other services for the Partnership (it being understood and agreed that the provision of such services does not constitute a part of the duties or obligations of the General Partner as general partner of the Partnership).

(d) To borrow money and issue evidences of indebtedness in furtherance of any or all Partnership purposes, and to secure the same by deed of trust, mortgage, security interest, negative pledge, pledge or other lien or encumbrance on the Project or any other assets of the Partnership.

(e) To repay when due or in advance, in whole or in part, negotiate, refinance, recast, increase, renew, modify or extend any secured or other indebtedness affecting Partnership properties and in connection therewith to execute any extensions, renewals or modifications of any evidences of indebtedness secured by deeds of trust, mortgages, security interests, pledges or other encumbrances covering such properties.

(f) To engage a real estate broker, whether an Affiliate of theirs or of any Limited Partner or otherwise, to sell or engage in other real estate activities in relation to any Partnership property upon such terms and conditions as are deemed appropriate by the General Partner and in the best interests of the Partnership, and to pay reasonable compensation for such services.

(g) To enter into any kind of 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 Partnership, so long as those activities and contracts may be lawfully carried on or performed by a limited partnership under applicable laws and regulations.

(h) To lend money to the Partnership, as a creditor of the Partnership and not as an additional capital contribution; provided that any such loan shall be on terms and at an interest rate which are as favorable to the Partnership as those which could have been obtained by it on the same type of loan in the same locality from a lending institution.

(3) Notwithstanding any other provision of this Agreement, the General Partner may not sell all or substantially all of the Project, which shall not include refinancing of any deed of trust indebtedness, without the consent of at least 51% of the Interests owned by all the Partners, including the Interests owned by the General Partner. Upon the receipt of the requisite consent, the General Partner shall be authorized to sell the Project notwithstanding that such act would make it impossible thereafter to carry on the ordinary business of the Partnership, and each Limited Partner shall be deemed to have given his written consent to the specific act.

(4) Each Limited Partner specifically authorizes the General Partner to execute and file any certificate complying with Article 2 of the Act, as it may be amended from time to time.

(5) Wendell C. Franklin shall be the Tax Matters Partner for purposes of the Code and shall have full authority to take any action on behalf of the Partnership or the Partners with respect to administrative or judicial tax proceedings as the Code and regulations promulgated thereunder permit.

(6) Any person dealing with the Partnership or the General Partner may rely upon a certificate signed by the Managing General Partner hereinafter named as to:

(a) the identity of the General Partner, the Managing General Partner or a Limited Partner,

(b) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the General Partner or which in any other manner are germane to the affairs of the Partnership,

(c) the authorization of persons who execute and deliver any instrument or document of the Partnership, or

(d) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

B. Managing General Partner.

(1) Should the Partnership have more than one General Partner, the General Partners shall have the right, but not the obligation, to designate a Managing General Partner. If so designated, the Managing General Partner shall discharge all of the duties and responsibilities of the General Partners under this Agreement, provided, however, that the agreement of all General Partners shall be required for any contract with the Managing General Partner or an affiliate of the Managing General Partner. The Managing General Partner shall provide for the operation of the Partnership business and shall devote so much of his time thereto as the Managing General Partner, in his sole discretion, shall deem necessary for the Partnership's efficient operation. In the event the General Partners fail to agree as to any matter of Partnership business, that matter will be determined by vote of the Partners owning 51% of the Interests in the Partnership, including the Interests held by the General Partners; provided, however, that the voting by a Limited Partner on a matter as to which the General Partners fail to agree shall not constitute, for purposes of third parties who deal with the Partnership, the participation by such Limited Partner in the control of the business of the Partnership.

(2) The Managing General Partner may bind the Partnership and sign the Partnership's name with the same effect as though all General Partners have signed. No other signatures shall be required and all persons may rely thereon and shall be exonerated from any and all liability if they deal with the Partnership on the basis of documents approved and executed on behalf of the Partnership by the Managing General Partner. The Managing General Partner may act through an agent.

8. RIGHTS AND POWERS OF THE LIMITED PARTNERS.

No Limited Partner shall have or exercise any rights in connection with the management of the Partnership business, but may exercise only the rights and powers of a Limited Partner under the Agreement, including without limitation, the giving of consents and approvals provided for in the Agreement. The exercise of such rights and powers is deemed to be a matter affecting the basic structure of the Partnership and not the control of its business.

9. AUTHORITY OF THE PARTNERS AND AFFILIATED PERSONS TO DEAL WITH THE PARTNERSHIP.

A. Dealings with Affiliates.

The General Partner, in its discretion, may engage any person, firm or corporation in which it, any Partner, or any Affiliate thereof may have an interest, at reasonable and competitive rates of compensation for the performance of any and all services or purchase 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 Partnership or disposing of some or all of its assets; provided, that the compensation or price therefor shall not exceed those prevailing in arm's length transactions by others rendering similar services in comparable transactions as an on-going activity in the same geographical area.

B. Reimbursement for Expenses.

The General Partner shall be entitled to charge the Partnership, or to be reimbursed by the Partnership, for all expenses reasonably incurred by it in connection with Partnership business.

10. AUTHORITY OF THE PARTNERS TO ENGAGE IN OTHER BUSINESS.

Any of the Partners may engage in and/or possess an interest in other business ventures of any nature and description, independently or with others, including but not being limited to, the ownership, financing, leasing, operation, management, brokerage and development of real property; and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to any independent venture or to any income or profits derived therefrom. Neither the General Partner nor any Affiliate of the General Partner shall be obligated to present any particular investment opportunity to the Partnership even if such opportunity is of a character which, if presented to the Partnership, could be taken by the Partnership. Neither the General Partner nor any Affiliate of the General Partner shall be obligated to offer to lease or sell, as the case may be, any Partnership property to any person seeking to lease or purchase real property even if the Partnership property is available for lease or sale and is of a character which might be suitable for the purposes of the prospective lessee or purchaser, and they shall have the right to

offer to lease or sell to any such person any non-Partnership property held for the account of the General Partner or Affiliate or any other person.

11. BANK ACCOUNTS.

The funds of the Partnership shall be deposited in the name of the Partnership in such bank or savings and loan accounts as may be required, and the General Partner shall arrange for the appropriate conduct of such account.

12. BOOKS OF ACCOUNT, ACCOUNTING PRACTICES, REPORTS AND TAX ELECTIONS.

A. The General Partner shall maintain and keep at the principal office of the Partnership books of account, in which shall be entered fully and accurately each and every transaction of the Partnership. Each Partner shall at all reasonable times have access thereto and the right to inspect and copy.

B. The books shall be kept on the cash receipts and disbursements method or the accrual method, as the General Partner may determine.

C. Any Partner shall have the right to a private audit of the books and records of the Partnership, provided such audit is made at the expense of the Partner desiring it and is made at reasonable times after due notice.

D. Within ninety (90) days after the close of the Partnership accounting year, the General Partner shall send to all Partners an annual report containing a statement of income, expenses and deductions of the Partnership which reflects the Taxable Income or Loss for the year and the allocation thereof to each Partner. The General Partner may also send to all Partners such quarterly, semi-annual or other reports or information, audited or unaudited, as it in its sole discretion may determine to be the best interest of the Partnership.

E. The General Partner is authorized to make or revoke on behalf of the Partnership an election under Section 754 of the Code and any other elections with respect to tax matters it deems advisable.

13. MEETINGS.

Meetings of the Partners shall be held at the principal office of the Partnership or at such other place as is designated, upon call of the General Partner or Limited Partners owning 20% of the Interests then outstanding, upon written notice of at least ten (10) days.

14. INDEMNIFICATION AND EXCULPATION OF GENERAL PARTNER.

A. Indemnification.

The General Partner shall be indemnified and held harmless by the Partnership from any liability resulting from any act performed by it within the scope of the authority conferred upon it by this Agreement, except for acts of gross negligence or willful misconduct or for damages arising from any material misrepresentation; provided, however, that any indemnity under this Article shall be paid out of the Partnership assets only, and no Limited Partner shall have any personal liability therefor.

B. Exculpation.

The General Partner shall not be liable to the Partnership or any other Partners for or as a result of any act, omission or error in judgment which was taken, omitted or made by it in the exercise of its judgment in good faith under this Agreement, provided such act, omission or error does not constitute willful misconduct or gross negligence.

15. ASSIGNABILITY OF PARTNERSHIP INTERESTS.

A. General Partner.

The General Partner may not assign its Interest in the Partnership without the prior written consent of Partners owning 51% of the total Interests. Provided said consent is obtained and unless otherwise agreed in writing by all Partners, the assignee of any portion of the Interest of the General Partner shall become a Limited Partner with the rights of the General Partner before the assignment, except any right to manage and control the Partnership's business and to receive the minimum allocations under Section 6I.

B. Limited Partners.

(1) Assignment.

(a) Subject to the other subsections of this Section 15B(1), a Limited Partner may assign some or all of his Interest by a duly executed, written instrument of assignment, upon obtaining the written consent of the General Partner, which consent shall not be unreasonably withheld. The effective date of the assignment shall be the first day of the month following the date on which the General Partner has received a duly executed counterpart of the instrument of assignment and has consented to the assignment. Until that date, the General Partner and the Partnership shall treat the assignor as the owner of the Interest in all respects.

(b) If a Limited Partner wishes to assign all or a part of his Interest in the Partnership, he shall notify the Partnership and the Partners in writing of the price and terms thereof. The Partnership shall have the option, within fifteen (15) days after receipt of

the notice, to purchase the entire Interest offered upon the terms of the offer. The option may be exercised by giving notice to the offering Limited Partner within the fifteen (15) day period. If the Partnership does not exercise its option, then the Partners shall have the option, within fifteen (15) days after lapse of the Partnership's option, to purchase the entire Interest offered upon the terms of the offer. The option may be exercised by giving notice to the selling Limited Partner within the fifteen (15) day period commencing the day after the lapse of the Partnership's option. If more than one Partner desires to exercise the option, they may purchase the offered Interest in proportion to their respective Interests set forth on Exhibit A unless they otherwise agree. If the Partners do not elect to purchase the entire Interest being offered, then the offering Limited Partner may assign his Interest to persons other than Partners at a price not below nor upon terms more advantageous to the buyer than those contained in the offer; provided, however, that all of the other conditions of this Section 15B(1) shall have been satisfied. If the assignment is not made and consummated within six (6) months after the date of notice of the offer to the Partnership and the Partners, the selling Limited Partner may not thereafter dispose of his Interest without again giving the Partners the option to purchase his Interest as aforesaid.

(c) No assignment may be made if the assignment of the Interest sought to be assigned, when added to the total of all other Interests sold or exchanged within the period of 12 consecutive months prior thereto, would in the opinion of counsel for the Partnership, result in the Partnership being considered to have terminated within the meaning of Section 708 of the Code.

(d) No assignment may be made except pursuant to registration under the applicable securities laws or the opinion of counsel for the Partnership that an assignment may be effected without registration. The restrictions on resale shall be fully set forth on any certificate representing the ownership of any Interest which may be issued by the Partnership and shall also be fully set forth in any transfer records of the Partnership maintained with respect to any such certificates.

(e) No assignment may be made to a minor or incompetent person except by will, intestate succession, or gift under the Uniform Gifts to Minors Act or pursuant to the terms of any inter vivos trust.

(f) Unless named in this Agreement, admitted to the Partnership under other provisions of this Agreement, or admitted to the Partnership by the unanimous agreement of the Partners, no person shall be considered a Partner; and the Partnership, each Partner, and any other person having business with the Partnership need deal only with Partners so named and so admitted. They shall not be required to deal with any other person by reason of any assignment by a Partner or by reason of the death of a Partner, except as otherwise provided in this Agreement. In the absence of substitution of a Limited Partner for an assigning or deceased Limited Partner, any payment to a Partner, or to his executors or administrators, shall acquit the Partnership of all liability to any other person who may be interested in such payment by reason of any assignment by the Partner or by reason of his death or incompetency.

(g) Notwithstanding an assignment, the assignor shall remain liable for any amounts payable under Sections 5C and 5D, unless released by the General Partner.

(2) Substituted Limited Partners.

An assignee may become a substituted Limited Partner in place of his assignor only if all of the following conditions are satisfied:

(a) The requirements of Section 15B(1) have been fulfilled.

(b) The instrument of assignment sets forth the intention of the assignor that the assignee shall succeed to the assignor's interest as a substituted Limited Partner in his place.

(c) The assignor and assignee shall execute and deliver such other instruments as the General Partner may require, including written acceptance by the assignee of the Agreement.

(d) The written consent of the General Partner to the substitution shall have been obtained, which consent may be withheld for any reason in the General Partner's sole determination even if said determination is unreasonable.

(e) The assignee shall have paid all reasonable fees and costs incurred by the Partnership in connection with his substitution as a Limited Partner, as determined by the General Partner.

Until such time, if any, as an assignee becomes a substituted Limited Partner, the assignee shall have none of the rights of a Limited Partner other than the right of his assignor to receive distributions from the Partnership in accordance with the terms of this Agreement.

(3) Assignment Regarding Decedent's Estate.

The Partners recognize that the Partnership has no obligation to admit new Limited Partners as a result of the death of a Limited Partner, because such assignment and substitution requires the written consent of the General Partner in accordance with section 15B(1)(a) of the Agreement. The parties acknowledge and agree that, upon the death of any Limited Partner, the assignee or assignees of the deceased Limited Partner shall not become a substituted Limited Partner unless they organize a single limited liability company at their expense which will be admitted to the Partnership as a single Limited Partner with perpetual existence. The Partners further agree that the sale, assignment, gift, bequest, disposition or other transfer of any kind of a beneficial interest in such limited liability company or other entity shall constitute an assignment requiring written consent of the General Partner as provided in section 15B(1)(a).

(4) Excluded Transfer.

(a) Section 15B(1) shall not apply to any transfer or assignment of an Interest of a bankrupt, deceased or incompetent Partner to the trustee, executor, administrator or guardian of his estate, but shall apply to such trustee, executor, administrator or guardian to the same extent that, under the circumstances of any particular, transfer, sale, assignment, gift, bequest or other disposition, such provision would have applied to the bankrupt, deceased or incompetent Partner.

(b) The restrictions of Section 15B(1) and the requirement of the General Partner's consent under Section 15B(2) shall not apply to the transfer or assignment (in trust or otherwise) by a Partner, whether on death or inter vivos, of all or any part of his Interest (i) to another Partner, (ii) to or for the benefit of himself, his spouse, his siblings, any of his natural or adopted descendants or the spouse of any such descendants, or (iii) in the case of a corporate Partner, to a parent, subsidiary, stockholder, officer, director or corporation under common control with such corporate Partner, except that a transfer described in this subsection may be deferred or restricted as required by any applicable federal or state securities and/or tax laws.

16. DEATH, LEGAL DISABILITY OR INCOMPETENCY, OR BANKRUPTCY OF A LIMITED PARTNER.

Death, legal disability or adjudication of disability, incompetency or bankruptcy of a Limited Partner shall not dissolve the Partnership. In such event, the personal representative of the deceased Limited Partner, or the committee or other legal representatives of the estate of the disabled or incompetent Limited Partner or the trustee or receiver of a bankrupt Limited Partner shall, for purposes of settling the estate, have all of the rights of a Limited Partner but may not become a substituted Limited Partner unless the General Partner consents in writing. In addition, such personal representative, committee or other legal representative, or trustee or receiver shall have the same rights (subject to the same limitations) as its predecessor would have had under Section 15 to assign the predecessor's Partnership interest, but the assignee shall not become a substituted Limited Partner unless the General Partner consents in writing.

17. DISSOLUTION OF THE PARTNERSHIP.

A. Events Causing Dissolution.

Any of the following acts shall dissolve the Partnership:

- (1) Agreement in writing by Partners owning 51% of the total Interests;
- (2) Withdrawal of a sole remaining General Partner;

(3) The death, incompetency, liquidation, dissolution or bankruptcy of a sole remaining General Partner or the occurrence of any other event causing the dissolution of the Partnership under the laws of the Commonwealth of Virginia. Notice of such death, incompetency, liquidation, dissolution or bankruptcy shall be given to each of the other Partners

by the executor, personal representative or other legal representative of the deceased, incompetent, liquidated, dissolved or bankrupt Partner within sixty (60) days after the date of death or declaration of incompetency, liquidation, dissolution or bankruptcy. The death, incompetency, liquidation, dissolution or bankruptcy of a General Partner shall not cause a dissolution of the Partnership if there remains a legally competent General Partner.

- (4) The sale or other disposition of all or substantially all the Project.
- (5) The expiration of the Partnership's term.

B. Election to Continue Partnership.

Notwithstanding the preceding provisions of Section 17, the events set forth in Section 17A(2) and 17A(3) shall not result in the winding up and termination of the Partnership if, within ninety (90) days after one of those events, all Partners elect to reconstitute the Partnership and continue the Partnership business.

If an election to continue the Partnership business is made, a successor General Partner or General Partners shall be elected by Limited Partners owning a majority of the Interests, and the Partnership shall continue until the end of the term for which it is formed or until the subsequent death, incapacity, dissolution, withdrawal or bankruptcy of the General Partner, in which event, the Partners shall again elect whether they wish to continue the Partnership.

If an election to reconstitute the Partnership is made, or in the event of the death, incompetency, liquidation, dissolution or bankruptcy of a General Partner while there remains a legally competent General Partner, then the General Partner as to which the event described in Section 17A(2) or (3) occurred shall cease to be a General Partner, and the former General Partner or its successor shall become a special Limited Partner with respect to its Interest, with the same rights as it possessed before the dissolution, except any right to manage and control the Partnership's business and affairs.

C. Failure to Continue Partnership.

If the Limited Partners do not elect to continue the Partnership, as set forth in Section 17B, Partners owning in the aggregate a majority of the Interests shall select a person to wind up the Partnership's affairs. The person so selected shall proceed to sell or otherwise liquidate all of the Partnership property in a bona fide sale or sales to outsiders at such prices and upon such terms as that person may deem most advisable. Such sales shall be deemed to be proper acts in the winding up of the affairs of the dissolved Partnership and the Net Proceeds of Sale, after paying or providing for the payment of all Partnership debts, shall be distributed to the Partners in accordance with Section 6G. Upon the termination of the Partnership, the General Partner shall contribute to the Partnership an amount equal to the deficit balance in their Capital Account at such time and in such manner as shall comply with the requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(3).

D. Withdrawal of a General Partner if There Remains One or More General Partners.

The withdrawal of a General Partner shall not dissolve the Partnership if there is at the time at least one other General Partner, in which case the business of the Partnership shall be carried on by the remaining General Partner or General Partners. In such event, the withdrawing General Partner shall become a special Limited Partner with respect to its Interest, with the same rights as it possessed before the event of withdrawal, except any right to manage and control the Partnership's business end affairs.

18. COUNTERPARTS.

This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart, except that no counterpart shall be binding unless signed by the General Partner.

19. MISCELLANEOUS PROVISIONS.

A. Governing Law.

This Agreement and the rights and liabilities of the parties shall be determined in accordance with the laws of the Commonwealth of Virginia.

B. Captions.

Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

C. Construction.

Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

D. Survival of Representations and Warranties.

All representations and warranties herein shall survive until the termination of the Partnership, except to the extent that a representation or warranty expressly provides otherwise.

E. Severability.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the terms or provisions within this Agreement.

F. Successors.

Subject to the limits on transferability contained herein, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the respective parties hereto.

G. Right of First Refusal.

The Partnership intends to grant to Belleville Widows and Orphans Home, Incorporated, a Virginia non-profit, non-stock corporation, a right of first refusal to purchase the Project. Said right of first refusal will be documented by a Right of First Refusal Agreement to be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, the form of which is attached hereto as Exhibit B.

20. NOTICES.

Each Partner shall keep the General Partner informed of his current business address. The General Partner shall keep the business addresses furnished by the Partners on file at the Partnership offices; and any and all notices required under this Agreement which are in writing and mailed, by registered or certified mail, return receipt requested, to a Partner at the last address given by him to the General Partner, or to the Partnership at its specified office, shall constitute the notice required under this Agreement.

21. AMENDMENT.

A. This Agreement may be amended by the General Partner without the approval of any Limited Partner, if the amendment is solely for the purpose of clarification and does not change the substance hereof.

B. This Agreement may further be amended by the General Partner without the approval of any Limited Partner if such amendment is for the purpose of admitting substituted Limited Partners, and/or reflecting the withdrawal, reduction or return of all or part of the capital contributions of a Partner.

C. This Agreement may further be amended by the General Partner without the approval of any Limited Partner, if the amendment is, in the opinion of counsel for the Partnership, necessary or appropriate to satisfy requirements of the Code with respect to partnerships or of any federal or state securities law or regulations. Any amendment made pursuant to this Section may be made effective as of the date of this Agreement.

D. Notwithstanding Sections 21A, 21B and 21C, any amendment to this Agreement which would adversely affect the federal income tax treatment to be afforded a Limited Partner, adversely affect the liabilities of a Limited Partner, or change the method of allocation of Taxable Income or Taxable Loss, Gain or Loss from Sale, or the distribution of Net Cash from Operations, Net Proceeds from Sale or Net Proceeds from Refinancing as provided in Section 6, shall require the approval of the Limited Partner affected; provided, however, that the General Partner is authorized to modify Section 6, without the consent of the Limited Partners, if, upon advice of counsel, the modification is necessary to cause the allocations under Section 6 to have substantial economic effect or to be in accordance with the Partners' deemed interests under Section 704 of the Code and the most recently proposed or final regulations thereunder, so long as the modification does not, by its terms, alter the limited liability of the Limited Partners.

E. Except as otherwise specifically provided in Section 21, amendments to this Agreement shall require the approval of the Partners owning 51% of the Interests then owned by them.

F. A copy of any amendment to be approved by the Limited Partners pursuant to Sections 21D and 21E shall be mailed in advance to the Limited Partners. Partners shall be notified as to the substance of any amendment pursuant to Section 21A, 21B and 21C, and upon request shall be furnished a copy thereof.

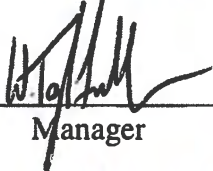
**[REMAINDER OF PAGE LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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

GENERAL PARTNER:

CURLEW APTS. GP I, L.L.C.


By: 
Manager

By: 
Manager

LIMITED PARTNERS:

 (SEAL)
WENDELL C. FRANKLIN

 (SEAL)
THOMAS M. JOHNSTON

 (SEAL)
W. TAYLOR FRANKLIN

**EXHIBIT A
TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
CURLEW APTS. I, L.P.**

<u>NAME OF GENERAL PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>INTEREST</u>
Curlew Apts. GP I, L.L.C. c/o Wendell C. Franklin, Manager The Franklin Johnston Group 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$40.00	4%

<u>NAMES AND ADDRESSES OF LIMITED PARTNERS</u>	<u>CAPITAL CONTRIBUTION</u>	<u>INTEREST</u>
Wendell C. Franklin c/o The Franklin Johnston Group 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$480.00	48%
Thomas M. Johnston c/o The Franklin Johnston Group 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$240.00	24%
W. Taylor Franklin c/o The Franklin Johnston Group 300 32 nd Street, Suite 310 Virginia Beach, Virginia 23451	\$240.00	24%
	<hr/>	<hr/>
	\$1,000.00	100%

**EXHIBIT B
TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
CURLEW APTS. I, L.P.**

FORM OF RIGHT OF FIRST REFUSAL AGREEMENT

Prepared by and return to:
WILLIAMS MULLEN
Elizabeth S. Chapman, Esq.
999 Waterside Drive, Suite 1700
Norfolk, VA 23510

GPIN: _____

RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT, made as of the ___ day of _____, 20___, by and between **CURLEW APTS. I, L.P.**, a Virginia limited partnership (the "Partnership") (Index as Grantor), and **BELLEVILLE WIDOWS & ORPHANS HOME, INC.**, a Virginia non-profit non-stock corporation (the "Grantee").

WHEREAS, the Partnership has been organized to develop a multifamily residential rental property for persons of low-income known as Riverside Station Apartments in Norfolk, Virginia (the "Project"); and

WHEREAS, the Project is or will be subject to one or more governmental agency regulatory agreements (collectively, the "Regulatory Agreement") restricting its use to low income housing; and

WHEREAS, Grantee desires to provide for the operation of the Project in the event the Partnership desires to dispose of the Project, by Grantee purchasing the Partnership's interest in the Project at the applicable price determined under this Agreement; and

WHEREAS, Grantee has negotiated and required that the Partnership shall execute and deliver this Agreement in order to provide for such low-income housing.

NOW, THEREFORE, in consideration of the payment by the Grantee to the Partnership of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Right of First Refusal. Commencing on January 1 of the first (1st) year after the close of the "Compliance Period" as defined in Section 42(i) of the Internal Revenue Code of 1986 (the "Code") and for a period of twelve (12) months thereafter, in the event that the Partnership desires to sell the real estate, fixtures and personal property comprising the Project or associated with the physical operation thereof and located at the Project (the "Property"), Grantee shall have a right of first refusal to purchase the Property (the "Refusal Right") on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is currently and remains at all times hereafter, until (i) the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the Refusal Right has been assigned to a Permitted Assignee described in Paragraph 7 hereof, whichever first occurs, a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code or a government agency or political subdivision, and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Paragraph 7 hereof meeting the requirements of Section 42(i)(7)(A) of the Code. Prior to accepting any such bona fide offer to purchase the Property, the Partnership shall notify Grantee of such offer and deliver to it a copy thereof. The Partnership shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Paragraph 4 hereof.

2. Purchase Price Under Refusal Right. The purchase price for the Property pursuant to the Refusal Right shall be the minimum price set forth under Section 42(i)(7)(B) of the Code.

3. Conditions Precedent. Notwithstanding anything in this Agreement to the contrary, the Refusal Right granted hereunder shall be contingent on the following:

3.1 General Partner. Curlew Apts. GP I, L.L.C. (the "General Partner"), shall have remained in good standing as general partner of the Partnership without the occurrence of any event described in this Agreement; and

3.2 Regulatory Agreement. The Regulatory Agreement shall have been entered into and remained in full force and effect, and the use restrictions to be contained therein shall have remained unmodified without Grantee's prior written consent.

If any or all of such conditions precedent have not been met, the Refusal Right shall not be exercisable. Upon any of the events terminating the Refusal Right under this Agreement, terminating the General Partner as general partner of the Partnership or affecting the Regulatory Agreement as described in this Paragraph 3, the Refusal Right shall be void and of no further force and effect.

4. Exercise of Refusal Right. The Refusal Right may be exercised by Grantee by (a) giving prior written notice of its intent to exercise the Refusal Right to the Partnership and each of

its partners in the manner provided in the Agreement and in compliance with the requirements of this Paragraph 4, and (b) complying with the contract and closing requirements of Paragraph 6 hereof. Any such notice of intent to exercise the Refusal Right shall be given within sixty (60) days after Grantee has received the Partnership's notice of a bona fide offer pursuant to Paragraph 1 hereof. The notice of intent shall specify a closing date within one hundred eighty (180) days immediately following exercise. If the foregoing requirements (including those of Paragraph 6 hereof) are not met as and when provided herein, the Refusal Right shall expire and be of no further force or effect.

5. Determination of Price. Upon notice by Grantee of its intent to exercise the Refusal Right, the Partnership and Grantee shall exercise best efforts in good faith to agree on the purchase price for the Property.

6. Contract and Closing. Upon determination of the purchase price, the Partnership and Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right. The purchase and sale hereunder shall be closed through a deed-and-money escrow with the title insurer for the Project or another mutually acceptable title company.

7. Assignment. Grantee may assign all or any of its rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the Code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project (each a "Permitted Assignee"), subject in any event to the price set forth in Paragraph 2 hereof. Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Partnership and the General Partner. Upon any permitted assignment hereunder, references in this Agreement to Grantee shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee's rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's obligations under this Agreement and copies of such written agreement are delivered to the Partnership and the General Partner. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

8. Covenants to Run with the Land. The covenants and agreements set forth herein will run with the land and will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto.

9. Subordination. This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Property and, in the event of a foreclosure on any such mortgage, or of the

IN WITNESS WHEREOF, the parties have executed this document as of the date first set forth above.

PARTNERSHIP:

CURLEW APTS. I, L.P.,
a Virginia limited partnership

By: **CURLEW APTS. GP I, L.L.C.,**
a Virginia limited liability company,
its General Partner

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid by _____, and _____, each in his capacity as a Manager of Curlew Apts. GP I, L.L.C., the General Partner of Curlew Apts. I, L.P., on its behalf, this ____ day of _____, 20__.

Notary Public

Registration No.: _____
My Commission Expires: _____

GRANTEE:

**BELLEVILLE WIDOWS & ORPHANS HOME,
INC.,** a Virginia non-profit non-
stock corporation

By: _____

Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me in the
jurisdiction aforesaid by _____, the
_____ of Belleville Widows & Orphans Home, Inc., on its
behalf, this _____ day of _____, 20____.

Notary Public

Registration No.: _____

My Commission Expires: _____

DEVELOPER FEE AGREEMENT

[DRAFT]

DEVELOPMENT SERVICES AGREEMENT

THIS DEVELOPMENT SERVICES AGREEMENT (this "Agreement"), is made as of the _____ day of _____, 2020 between **CURLEW APTS. I, L.P.**, a Virginia limited partnership (the "Partnership") and **CURLEW I DEVELOPERS, L.L.C.**, a Virginia limited liability company (the "Developer").

WHEREAS, the Partnership has been formed to acquire, construct, develop, own, maintain and operate a 120-unit multi-family rental complex for occupancy by persons of low income known, or to be known, as Riverside Station Apartments located at 5827 Curlew Drive, 5845 Curlew Drive and 5786 Sellger Drive, Norfolk, Virginia (the "Housing Complex"), which Housing Complex is expected to qualify for an allocation of low income housing tax credits ("Tax Credits) pursuant to Section 42 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Partnership desires to engage the Developer to oversee the development and construction of the Housing Complex and perform specified services in connection therewith until all development and construction work is completed; and

WHEREAS, capitalized terms used in this Agreement which are not defined herein shall have the meanings ascribed to such terms in the Partnership's Amended and Restated Agreement of Limited Partnership dated on or about, but prior to, the date of this Agreement;

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

1. **Undertaking and Appointment.** The Partnership hereby undertakes and agrees to use commercially reasonable efforts to acquire, construct, develop, own, maintain and operate the Housing Complex, and agrees to execute and deliver all contracts, agreements, deeds, deeds of trust and other documents which it deems necessary or desirable to accomplish this purpose. The Partnership engages the Developer to render certain services to and/or for the benefit of the Partnership, and confirms and ratifies such engagement of the Developer with respect to services rendered to and/or for the benefit of the Partnership prior to the date hereof in supervising and overseeing the development and construction of the Housing Complex as herein contemplated. The Developer shall use commercially reasonable efforts to assure that the development and construction of the Housing Complex is completed in accordance with the budget approved by the Partnership and shall not materially deviate from the budget, or any budgeted item, without the prior consent of the Partnership.

2. Developer's Authority. The Developer shall have the authority and the obligation to:
- a. select the architect ("Architect"), coordinate the preparation of the plans (the "Plans and Specifications") for the Housing Complex and recommend alternative solutions whenever design details affect construction feasibility or schedules, it being agreed that the Developer has selected, and the Partnership will engage, **Cox Kleiwer & Company, P.C.**, as Architect;
 - b. ensure that the Plans and Specifications, which shall be subject to the Partnership's approval, and which approval will not be delayed or withheld unreasonably, are in compliance with applicable codes, laws, ordinances, rules and regulations;
 - c. negotiate all necessary contracts and subcontracts for the construction of the Housing Complex, which shall be subject to the Partnership's approval, and which approval will not be delayed or withheld unreasonably, it being agreed between the parties that the Partnership will engage **Marlyn Development Corporation** as general contractor (the "General Contractor") for construction of the Housing Complex;
 - d. choose the products and materials necessary to equip the Housing Complex in a manner which satisfies the requirements of the Plans and Specifications;
 - e. develop a construction budget and monitor disbursement and payment of amounts owed the Architect, the engineers, the General Contractor, and the subcontractors;
 - f. ensure that the Housing Complex is constructed free and clear of all mechanics' and materialmen's liens, on time and within the budget established by the Partnership and the Developer;
 - g. obtain an Architect's certificate that the work on the Housing Complex is substantially complete;
 - h. cause the construction of the Housing Complex to be completed in a prompt and expeditious manner, consistent with good workmanship and a reasonable construction schedule approved by the Partnership, and in compliance with the following:
 - (1) the Plans and Specifications as they may be amended;
 - (2) any and all zoning regulations, city ordinances, regulations (including without limitation health, fire and safety regulations), and any and all other

requirements of federal, state and local laws, rules, regulations and ordinances applicable to construction of the Housing Complex;

- i. cause to be performed in a diligent and efficient manner the general administration and supervision of construction of the Housing Complex, including, but not limited to, the activities of the General Contractor and its employees and agents, all required off-site work installed by others, and the activities of any others employed in connection with the development and/or construction of the Housing Complex, all in a manner which complies in all respects with the Plans and Specifications;
- j. reserved;
- k. provide, and periodically update, the Housing Complex construction time schedule;
- l. investigate and recommend a schedule for purchase by the Partnership of all materials and equipment requiring lead time procurement, and expedite and coordinate delivery of such purchases;
- m. coordinate the work to complete the Housing Complex in accordance with the objectives as to cost, time and quality, and provide sufficient personnel with authority to achieve such objectives;
- n. provide regular monitoring as construction progresses, including construction of off-site facilities by others, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to the Partnership adjustments in the schedule to meet the probable completion date, provide monthly summary reports of such monitoring, and document all changes in the schedule which are approved by the Partnership in its reasonable determination;
- o. provide regular monitoring of the approved estimate of construction costs;
- p. develop and implement a system for review and processing of change orders as to construction of the Housing Complex, with any material change orders being subject to the approval of the Partnership;
- q. establish and implement procedures for expediting the processing and approval of shop drawings; and
- r. record the progress of the Housing Complex and all matters delegated to it under this Agreement and submit written progress reports at least monthly to the Partnership, including the percentage of completion and the number and amounts of change orders and cost records as to the construction.

3. Development Service Fee. For services performed and to be performed under Sections 1 and 2 of this Agreement, the Partnership agrees to pay the Developer a Development Service Fee (“DSF”) in the amount of **\$1,500,000.00**. The DSF shall accrue proportionally as the Developer renders its services hereunder, according to the schedule set forth below. Except for that part of the DSF not yet earned, the DSF shall be payable upon the later of (a) the partnership obtaining Certificates of Occupancy, or (b) the time the Partnership has the funds available to pay the DSF or a part thereof, from (1) capital contributions of its partners, (2) construction or permanent loan proceeds, or (3) such other grants or funds that are received by the Partnership, and there are otherwise sufficient funds to pay all costs of acquiring, constructing and equipping the Housing Complex. If the Partnership does not have sufficient funds to pay the entire DSF after receiving all capital contributions of its partners and all construction or permanent loan proceeds, and grants and funds, then the remainder of the DSF will be carried by the Partnership (the “Deferred Developer Fee”) payable to the Developer. The Partnership will pay such amount in full not later fourteen years and six months after the date that the Housing Complex has been placed in service. Interest on the Deferred Developer Fee will compound annually at a rate equal to the Applicable Federal Rate in effect as of the placed in service date of the Housing Complex.

The DSF shall accrue as follows:

- a) fifteen percent (15%) of the DSF shall be earned upon selection of the Architect and execution of the Architect’s contract;
- b. fifteen percent (15%) of the DSF shall be earned upon selection of the Contractor and the submission of the construction loan application;
- c. fifteen percent (15%) of the DSF shall be earned upon the closing of construction loan financing acceptable to the Partnership;
- d. fifteen percent (15%) of the DSF shall be earned upon completion of the Plans and Specifications;
- e. fifteen percent (15%) of the DSF shall be earned when the Partnership acquires the land and commences construction of the Housing Complex; and
- f. twenty-five percent (25%) of the DSF shall be earned on the date on which a Certificate of Occupancy or substantial completion certificate shall have been issued with respect to each unit in the Housing Complex.

Nothing herein shall be construed to entitle the Developer to any installment of the DSF unless and until all obligations of the Developer which are required to be performed before such installment is due shall have been fully performed in accordance with the terms hereof.

4. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The Developer shall have the right to assign its rights and obligations hereunder to a wholly owned subsidiary, and upon such assignment and

assumption of such rights and obligations, the Developer shall be relieved of any liability hereunder.

5. Attorneys' Fees. In the event either party fails to perform its obligations hereunder, the other party shall be entitled to collect all costs and expenses, including its reasonable attorneys' fees incurred as a result of or in connection with the defaults in addition to damages incurred and all other amounts due hereunder.
6. Termination. Either party shall have the right to terminate this Agreement for cause, upon not less than thirty (30) days' written notice to the other, if the noticed party fails to cure such default within such thirty (30) day period or if the default is not one which can be cured in that time but is susceptible of cure, fails to begin or thereafter to maintain its best efforts to cure. Upon such notice becoming effective as to a default by the Partnership, Developer's obligation to provide further services shall terminate immediately, and the Partnership shall pay the Developer its accrued but unpaid DSF.
7. Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.
8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties, shall not have signed the same counterpart. The signature page of any one counterpart may be removed and attached to another identical counterpart to form a single fully executed instrument. Execution of this Agreement may be by facsimile, pdf or other electronic signature which shall be given the same effect as an original signature.
9. No Continuing Waiver. The waiver by any party of any breach of this Agreement shall not operate or be construed to be waiver of any subsequent breach.
10. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

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

PARTNERSHIP:

CURLEW APTS. I, L.P.,
a Virginia limited partnership

By: **CURLEW APTS. GP I, L.L.C.**,
a Virginia limited liability company,
its General Partner

By: _____
Manager

By: _____
Manager

DEVELOPER:

CURLEW I DEVELOPERS, L.L.C.,
a Virginia limited liability company

By: _____
Manager

By: _____
Manager

B

Virginia State Corporation
Commission Certification
(MANDATORY)



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

February 25, 2019

KATHY RICKERSON
WILLIAMS MULLEN
999 WATERSIDE DR STE 999
NORFOLK, VA 23510

RECEIPT

RE: Curlew Apts. I, L.P.

ID: L021705 - 1

DCN: 19-02-25-0004

Dear Customer:

This receipt acknowledges payment of \$25.00 to cover the fee for filing a certificate of amendment for a limited partnership with this office.

Note: Prior to the effective date of this filing, the name of the above-referenced limited partnership was Curlew Apts. 1, L.P..

The effective date of the amendment is February 25, 2019.

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

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPT
LPAND
CIS0317



**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
CERTIFICATE OF AMENDMENT OF A
CERTIFICATE OF LIMITED PARTNERSHIP**

LPA-73.12
(07/13)

The undersigned, on behalf of the limited partnership set forth below, pursuant to Title 50, Chapter 2.1 of the Code of Virginia, state(s) as follows:

1. The name of the Virginia limited partnership is
Curlew Apts. 1, L.P.
2. The initial certificate of limited partnership was filed with the State Corporation Commission on 2/08/2019.
3. The certificate of limited partnership is amended as follows (**complete appropriate subsection(s)**):

A. The name of the limited partnership has changed to

Curlew Apts. I, L.P. *Note: the number after the "Apts." is roman numeral "I", not Arabic number "1".*

B. The limited partnership's principal office address, including the street and number, if any, has changed to

_____ (number/street) _____ (city or town) _____ (state) _____ (zip)
C. The name of each general partner that has **withdrawn** and, if it is a business entity, the jurisdiction under whose laws it is incorporated, organized or formed, and its SCC ID number, if assigned, are:

_____ (name of general partner) _____ (SCC ID #, if assigned) _____ (jurisdiction of organization)
D. (Check if applicable) Notwithstanding the withdrawal of one or more general partners, the business of the limited partnership is to continue pursuant to § 50-73.49 of the Code of Virginia.

E. The name and post office address, including the street and number, if any, of each **new** general partner that has been **admitted** and, if it is a business entity, the jurisdiction under whose laws it is incorporated, organized or formed, and its SCC ID number, if assigned, are:

_____ (name of general partner) _____ (SCC ID #, if assigned) _____ (jurisdiction of organization)
_____ (number/street) _____ (city or town) _____ (state) _____ (zip)

Check and complete if applicable:

Each of the following **new** general partners that is a business entity is serving, without more, as a general partner of the limited partnership and does not otherwise transact business in Virginia. See §§ 13.1-757, 13.1-1059 and/or 50-73.61 of the Code of Virginia.

F. Other amendments: Nothing other than the name of the entity is further amended herein.

Signature(s) of general partner(s): Curlew Apts. GP I, LLC

By: [Signature]
(signature)

2/13/19
(date)

Thomas M. Johnston, manager
(printed name and title)

(telephone number (optional))

By: [Signature]
(signature)

2/13/19
(date)

W. Taylor Franklin, manager
(printed name and title)

(telephone number (optional))

1021705-1
(limited partnership's SCC ID No.)

Personal Information, such as a social security number, should NOT be included in a business entity document submitted to the Office of the Clerk for filing with the Commission. For more information, see Notice Regarding Personal Identifiable Information at www.scc.virginia.gov/clk/index.aspx.

REVIEW THE INSTRUCTIONS THAT FOLLOW BEFORE SUBMITTING THIS FORM.



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

February 8, 2019

KATHY L RICKERSON
WILLIAMS MULLEN
1700 DOMINION TOWER
999 WATERSIDE DR
NORFOLK, VA 23510

RECEIPT

RE: Curlew Apts. 1, L.P.

ID: L021705 - 1

DCN: 19-01-29-0502

Dear Customer:

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

The effective date of the certificate is February 8, 2019.

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

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPT
NLP
CISCCJ

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, February 8, 2019

This is to certify that the certificate of limited partnership of

Curlew Apts. 1, L.P.

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



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification Instructions

General Instructions:

The following certification:

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

Definitions:

Development - the proposed multifamily rental housing development

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

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

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

Instructions, cont'd

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

Please follow guidelines below for listing principals.

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

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

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



Previous Participation Certification

Development Name:

Riverside Station Apartments

Name of Applicant (entity):

Curlew Apts. I, L.P.

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

Thomas M. Johnston

Printed Name

3/9/2020

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: Riverside Station Apartments
 Name of Applicant: Curlew Apts. I, L.P.

INSTRUCTIONS:

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

Principal's Name: <u>Wendell C. Franklin</u>		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	Belleville Harbour Apts. Suffolk, VA	Y	120	120	3/16/2004	9/28/2004	N
2	The Orchards at Belleville Harbour Suffolk, VA	Y	136	112	8/17/2007	12/14/2007	N
3	Independence Square Apts./Portsmouth, VA	Y	152	152	6/28/2006	10/5/2006	N
4	Sea Pines Apts. Virginia Beach, VA	Y	96	96	10/1/2002	1/16/2003	N
5	The Crossings at Summerland Woodbridge, VA	Y	126	126	4/11/2003	12/5/2003	N
6	Somerset Apts. Phase I Gainesville, VA	Y	172	172	1/31/2002	6/20/2002	N
7	Somerset Apts. Phase II Gainesville, VA	Y	104	104	1/31/2002	6/20/2002	N
8	SouthPointe Landing Apts. Richmond, VA	Y	192	192	11/1/1999	3/14/2000	N
9	South Riding Apts. South Riding, VA	Y	168	168	1/1/1999	8/7/2000	N
10	Summerland Heights I Apts. Woodbridge, VA	Y	206	206	11/3/1997	5/1/1998	N
11	Summerland Heights II Apts. Woodbridge, VA	Y	112	112	12/14/1998	7/1/1999	N
12	Northpointe Apts. Danville, VA	Y	168	168	11/27/1996	4/16/1997	N
13	Arbor Lake Apts. Chester, VA	Y	126	126	5/2/1996	8/20/1996	N
14	Taylor Pointe Apts. Chesapeake, VA	Y	120	120	9/30/1995	2/7/1996	N
15	The Pines at Carolina Place/Pineville, NC	Y	200	200	12/17/1997	5/20/1998	N
16	Deerfield Crossing Apts. Mebane, NC	Y	144	144	12/18/1997	2/10/1999	N
17	Whispering Oaks Apts. Portsmouth, VA	Y	180	180	3/17/2005	11/9/2005	N
18	Crescent Place Apts. Portsmouth, VA	Y	156	156	4/23/2008	7/22/2008	N
19	SouthWind Apts. Portsmouth, VA	Y	120	120	2/9/2009	7/14/2009	N
20	Heritage Forest Phase I Newport News, VA	Y	144	144	5/9/2012	8/28/2012	N
21	Heritage Forest Phase II Newport News, VA	Y	104	104	2/12/2013	7/12/2013	N
22	The Pointe at Pickett Farms Apts./Norfolk, VA	Y	120	120	9/15/2014	2/3/2015	N
23	Shorehaven Apts. Dumfries, VA	Y	240	240	3/25/2014	10/9/2014	N
24	The Pointe at Pickett Farm Phase II/Norfolk, VA	Y	180	180	6/16/2015	11/13/2015	N
25	Aquia Fifteen Stafford, VA	Y	256	256	10/21/2016	5/2/2017	N
26	Clairmont Apts. Phase I Norfolk, VA	Y	84	84	8/21/2017	12/20/2017	N
27	Clairmont Apts. Phase II Norfolk, VA	Y	68	68	6/19/2017	12/15/2017	N
28	Two Hundred West I Virginia Beach, VA	Y	152	152	8/26/2019	2/27/2020	N
29	Two Hundred West II Virginia Beach, VA	Y	112	112	11/18/2019	in progress	N
30	Renaissance Apartments I Virginia Beach, VA	Y	96	96	in progress	in progress	N
31	Renaissance Apartments II Virginia Beach, VA	Y	96	96	in progress	in progress	N
32							
33							
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35							
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39							
40							

* 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: 4,450 4,426 LIHTC as % of Total Units 99%

List of LIHTC Developments (Schedule A)



Development Name: Riverside Station Apartments
 Name of Applicant: Curlew Apts. I, L.P.

INSTRUCTIONS:

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

Principal's Name: Thomas M. Johnston 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 of 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	Belleville Harbour Apts. Suffolk, VA	Belleharbour Apts., L.P. (757) 965-6200	Y	120	120	3/16/2004	9/28/2004	N
2	The Orchards at Belleville Harbour Suffolk, VA	Belleville Seniors Apts., L.P. (757) 965-6200	Y	136	112	8/17/2007	12/14/2007	N
3	Independence Square Apts./Portsmouth, VA	I Square Apts., L.P. (757) 965-6200	Y	152	152	6/28/2006	10/5/2006	N
4	Sea Pines Apts. Virginia Beach, VA	Sea Pines Apts., L.P. (757) 965-6200	Y	96	96	10/11/2002	1/16/2003	N
5	The Crossings at Summerland Woodbridge, VA	Summerland Heights II, L.P. (757) 965-6200	Y	126	126	4/11/2003	12/5/2003	N
6	Somerset Apts. Phase I Gainesville, VA	Somerset Apts., L.P. (757) 965-6200	Y	172	172	1/31/2002	6/20/2002	N
7	Somerset Apts. Phase II Gainesville, VA	Somerset Apts., L.P. (757) 965-6200	Y	104	104	1/31/2002	6/20/2002	N
8	SouthPointe Landing Apts. Richmond, VA	Chippenham Apts., L.P. (757) 965-6200	Y	192	192	11/1/1999	3/14/2000	N
9	South Riding Apts. South Riding, VA	South Riding Apts., L.P. (757) 965-6200	Y	168	168	1/1/1999	8/7/2000	N
10	Summerland Heights I Apts. Woodbridge, VA	Summerland Heights, L.P. (757) 965-6200	Y	206	206	11/3/1997	5/1/1998	N
11	Summerland Heights II Apts. Woodbridge, VA	Summerland Heights II, L.P. (757) 965-6200	Y	112	112	12/14/1998	7/1/1999	N
12	Northpointe Apts. Danville, VA	Twin Branch, L.P. (757) 965-6200	Y	168	168	11/27/1996	4/16/1997	N
13	Arbor Lake Apts. Chester, VA	Arbor Lakes, L.P. (757) 965-6200	Y	126	126	5/2/1996	8/20/1996	N
14	Taylor Pointe Apts. Chesapeake, VA	Chesapeake Meadows, L.P. (757) 965-6200	Y	120	120	9/30/1995	2/7/1996	N
15	The Pines at Carolina Place/Pineville, NC	Victoria Village, L.P. (757) 965-6200	Y	200	200	12/17/1997	5/20/1998	N
16	Deerfield Crossing Apts. Mebane, NC	Deerfield Apts., L.P. (757) 965-6200	Y	144	144	12/18/1997	2/10/1999	N
17	Whispering Oaks Apts. Portsmouth, VA	Whispering Oaks Apts., L.P. (757) 965-6200	Y	180	180	3/17/2005	11/9/2005	N
18	Crescent Place Apts. Portsmouth, VA	Fountain Parks Apts., L.P. (757) 965-6200	Y	156	156	4/23/2008	7/22/2008	N
19	SouthWind Apts. Portsmouth, VA	SouthWind Apts., L.P. (757) 965-6200	Y	120	120	2/9/2009	7/14/2009	N
20	Heritage Forest Phase I Newport News, VA	SLN 5100, L.P. (757) 965-6200	Y	144	144	5/9/2012	8/28/2012	N
21	Heritage Forest Phase II Newport News, VA	Heritage Forest II, L.P. (757) 965-6200	Y	104	104	2/12/2013	7/12/2013	N
22	The Pointe at Pickett Farms Apts./Norfolk, VA	Pickett Farms Apts., L.P. (757) 965-6200	Y	120	120	9/15/2014	2/3/2015	N
23	Shorehaven Apts. Dumfries, VA	Shorehaven Apts., L.P. (757) 965-6200	Y	240	240	3/25/2014	10/9/2014	N
24	The Pointe at Pickett Farm Phase II/Norfolk, VA	Quill Apts., L.P. (757) 965-6200	Y	180	180	6/16/2015	11/13/2015	N
25	Aquia Fifteen Stafford, VA	Aquia Apts., L.P. (757) 965-6200	Y	256	256	10/21/2016	5/2/2017	N
26	Clairmont Apts. Phase I Norfolk, VA	Clairmont Associates, L.P. (757) 965-6200	Y	84	84	8/21/2017	12/20/2017	N
27	Clairmont Apts. Phase II Norfolk, VA	Clairmont Associates II, L.P. (757) 965-6200	Y	68	68	6/19/2017	12/15/2017	N
28	Two Hundred West I Virginia Beach, VA	TFJG Price St. Apts. I, L.P. (757) 965-6200	Y	152	152	8/26/2019	2/27/2020	N
29	Two Hundred West II Virginia Beach, VA	TFJG Price St. Apts. II, L.P. (757) 965-6200	Y	112	112	11/18/2019	in progress	N
30	Renaissance Apartments I Virginia Beach, VA	Renaissance Apts. I, L.P. (757) 965-6200	Y	96	96	in progress	in progress	N
31	Renaissance Apartments II Virginia Beach, VA	Renaissance Apts. II, L.P. (757) 965-6200	Y	96	96	in progress	in progress	N
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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: 4,450 4,426 LIHTC as % of Total Units 99%

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
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2nd PAGE TOTAL: 0 0

GRAND TOTAL: 4,450 4,426

LIHTC as % of 99% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Riverside Station Apartments
 Name of Applicant: Curlew Apts. I, L.P.

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: W. Taylor Franklin 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	Belleville Harbour Apts. Suffolk, VA	Belleharbour Apts., L.P. (757) 965-6200	N	120	120	3/16/2004	9/28/2004	N
2	The Orchards at Belleville Harbour Suffolk, VA	Belleville Seniors Apts., L.P. (757) 965-6200	N	136	112	8/17/2007	12/14/2007	N
3	Independence Square Apts./Portsmouth, VA	I Square Apts., L.P. (757) 965-6200	N	152	152	6/28/2006	10/5/2006	N
4	Whispering Oaks Apts. Portsmouth, VA	Whispering Oaks Apts., L.P. (757) 965-6200	N	180	180	3/17/2005	11/9/2005	N
5	Crescent Place Apts. Portsmouth, VA	Fountain Parks Apts., L.P. (757) 965-6200	N	156	156	4/23/2008	7/22/2008	N
6	SouthWind Apts. Portsmouth, VA	SouthWind Apts., L.P. (757) 965-6200	N	120	120	2/9/2009	7/14/2009	N
7	Heritage Forest Phase I Newport News, VA	SLN 5100, L.P. (757) 965-6200	Y	144	144	5/9/2012	8/28/2012	N
8	Heritage Forest Phase II Newport News, VA	Heritage Forest II, L.P. (757) 965-6200	Y	104	104	2/12/2013	7/12/2013	N
9	The Pointe at Pickett Farms Apts./Norfolk, VA	Pickett Farms Apts., L.P. (757) 965-6200	Y	120	120	9/15/2014	2/3/2015	N
10	Shorehaven Apts. Dumfries, VA	Shorehaven Apts., L.P. (757) 965-6200	Y	240	240	3/25/2014	10/9/2014	N
11	The Pointe at Pickett Farm Phase II/Norfolk, VA	Quill Apts., L.P. (757) 965-6200	Y	180	180	6/16/2015	11/13/2015	N
12	Aquia Fifteen Stafford, VA	Aquia Apts., L.P. (757) 965-6200	Y	256	256	10/21/2016	5/2/2017	N
13	Clairmont Apts. Phase I Norfolk, VA	Clairmont Associates, L.P. (757) 965-6200	Y	84	84	8/21/2017	12/20/2017	N
14	Clairmont Apts. Phase II Norfolk, VA	Clairmont Associates II, L.P. (757) 965-6200	Y	68	68	6/19/2017	12/15/2017	N
15	Two Hundred West I Virginia Beach, VA	TFJG Price St. Apts. I, L.P. (757) 965-6200	Y	152	152	8/26/2019	2/27/2020	N
16	Two Hundred West II Virginia Beach, VA	TFJG Price St. Apts. II, L.P. (757) 965-6200	Y	112	112	11/18/2019	in progress	N
17	Renaissance Apartments I Virginia Beach, VA	Renaissance Apts. I, L.P. (757) 965-6200	Y	96	96	in progress	in progress	N
18	Renaissance Apartments II Virginia Beach, VA	Renaissance Apts. II, L.P. (757) 965-6200	Y	96	96	in progress	in progress	N
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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: 2,516 2,492 LIHTC as % of 99% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
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2nd PAGE TOTAL: 0 0

GRAND TOTAL: 2,516 2,492

LIHTC as % of 99% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Riverside Station Apartments
 Name of Applicant: Curlew Apts. I, L.P.

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.

The Residential Corporation
Controlling GP (CGP) or 'Named' Managing Member of Proposed property?*

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"
1 Market Heights Apartments Norfolk, VA	Market Heights Apartments, L.P. (757) 499-6161	N	80	80	in progress	in progress	N
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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: 80 80 100% **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
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GRAND TOTAL:

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LIHTC as % of
100% Total Unit

List of LIHTC Developments (Schedule A)



Development Name: Riverside Station Apartments
 Name of Applicant: Curlew Apts. I, L.P.

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.

Richard Mapp - President - The Residential Corporation Controlling GP (CGP) or 'Named' Managing N
 Principal's Name: Member of Proposed property?* Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Market Heights Apartments Norfolk, VA	Market Heights Apartments, L.P. (757) 499-6161	N	80	80	in progress	in progress	N
2								
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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: 80 80

LIHTC as % of
 100% Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB



E

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

ASSIGNMENT OF PURCHASE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AGREEMENT, made this 15th day of February, 2019, by FRANKLIN JOHNSTON GROUP MANAGEMENT & DEVELOPMENT, LLC, a Virginia limited liability company (“Assignor”), in favor of CURLEW APTS. I, L.P., a Virginia limited partnership (“Assignee”).


For value received, Assignor hereby assigns and transfers to Assignee, all of Assignor’s right, title and interest in and to that certain Purchase Agreement dated as of November 16, 2018 (as amended from time to time, the “Agreement”) by and between Assignor, as Purchaser, and ASPINWALL FAMILY, LLC, a Virginia limited liability company, as Seller, for the purchase of that certain real property and improvements thereon located at 5827 and 5845 Curlew Drive and 5786 Sellger Drive, all in the City of Norfolk, Virginia, as more particularly described in the Agreement. In accepting this Assignment, the Assignee agrees to perform all the Assignor’s obligations under the Agreement and as between Assignor and Assignee, will indemnify and hold Assignor harmless of and from any and all liabilities arising under the Agreement.


[Signature page follows.]

WITNESS the following signatures and seals:

ASSIGNOR:

**FRANKLIN JOHNSTON GROUP MANAGEMENT &
DEVELOPMENT, LLC,**
a Virginia limited liability company


By: 
Name: Thomas M. Johnston
Title: Manager


By: 
Name: W. Taylor Franklin
Title: Manager

ASSIGNEE:

CURLEW APTS. I, L.P.,
a Virginia limited partnership

By: Curlew Apts. GP I, L.L.C.,
a Virginia limited liability company,
its General Partner

By: 
Name: Thomas M. Johnston
Title: Manager

By: 
Name: W. Taylor Franklin
Title: Manager

FOURTH AMENDMENT TO PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AGREEMENT (this "Fourth Amendment") is made and entered into as of this 5th day of March, 2020, by and between **Aspinwall Family, LLC**, a Virginia limited liability company, formerly known as **A Family Partnership**, a Virginia general partnership ("Seller") and **Curlew Apts. I, L.P.**, a Virginia limited partnership ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, Seller, as seller, and Franklin Johnston Group Management & Development, LLC, a Virginia limited liability company ("FJG"), as buyer, entered into that certain Purchase Agreement dated as of November 16, 2018 ("the "Original Agreement"), as amended by that certain First Amendment of Purchase Agreement dated as of March 1, 2019 (the "First Amendment"), as amended by that certain Second Amendment to Purchase Agreement dated as of August 6, 2019 (the "Second Amendment"), as further amended by that certain Third Amendment to Purchase Agreement dated as of March 3, 2020 (the "Third Amendment" and, together with the Original Agreement, First Amendment and Second Amendment, the "Agreement"), for certain real property located in the City of Norfolk, Virginia, as more particularly described in the Agreement (the "Property").

WHEREAS, FJG assigned its rights and obligations under the Agreement to Buyer pursuant to that certain Assignment of Purchase Agreement dated as of February 15, 2019 (the "Assignment").

WHEREAS, subsequent to Seller's purchase of Parcel 2 of the Property, a plat was recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, that revised the legal description for the Property.

WHEREAS, the Parties desire to modify and amend the Agreement as expressly set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and in this Fourth Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms**. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. **Legal Description**. Effective as of the date first written above, the legal description for the Property shall be amended and replaced with the legal description attached as Schedule A to this Fourth Amendment and incorporated hereto (the "Updated Legal Description"). All

subsequent references to the Property or Exhibit A in the Agreement shall reflect the legal description contained in the Updated Legal Description.

3. **Miscellaneous.**

a. Except as otherwise provided herein, the Agreement shall remain in full force and effect.

b. To the extent that any of the terms of this Fourth Amendment conflict with any of the terms of the Agreement, the terms of this Fourth Amendment shall control.

c. This Fourth Amendment may be executed in multiple counterparts all of which when taken together shall constitute one and the same instrument. Delivery of this Fourth Amendment or a counterpart thereof by email or facsimile will constitute valid deliver.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

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

SELLER:

ASPINWALL FAMILY, LLC,
a Virginia limited liability company

By: John C. Aspinwall III
Name: JOHN C. ASPINWALL III
Title: MANAGING MEMBER

BUYER:

CURLEW APTS. I, L.P.,
a Virginia limited partnership

By: Curlew Apts. GP I, L.L.C.,
a Virginia limited liability company,
its General Partner

By: [Signature]
Name: W. Douglas Franklin
Title: Manager

By: [Signature]
Name: Thomas M. Johnston
Title: Manager

Schedule A

Updated Legal Description

PARCEL ONE:

All that certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia, known, numbered and designated as Part of Parcels 5 and 6 of Survey for "Baltimore Bank for Cooperatives, Princess Anne County, Virginia", made December 1955 by Phillip D. Freeman, C. E. and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 42, page 7, said property fronts 150 feet on the south side of Curlew Drive and extends back between parallel lines a distance of 337.65 feet and designated as "Site C", as shown on the plat entitled "Subdivision of Part of Parcels 3, 4, 5 & 6, as shown on Plat of Survey for Baltimore Bank for Cooperatives Norfolk, Virginia", dated April 30, 1965, made by Baldwin and Gregg, Civil Engineers & Surveyors, Norfolk, Virginia, which plat is duly recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 22, page 6.

TOGETHER WITH a right of user in, to, over and along the 45 foot right of way for railroad purposes for the benefit of and in common with the owners of all property abutting thereon; their successors and assigns, subject to the terms and provisions of that certain agreement between McGinnis Industrial Center, Incorporated and Charles L. Glanville, dated December 20, 1955 and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 474, page 438.

PARCEL TWO:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, Virginia, and known, numbered and designated as Parcel B-2, as shown on that certain plat entitled "PLAT SHOWING OF NORFOLK SOUTHERN RAILWAY AND VACATION OF PROPERTY LINE BETWEEN SITE B-2 AND NORFOLK SOUTHERN RAILWAY AS SHOWN ON SUBDIVISION OF PART OF PARCELS 3, 4, 5 & 6 FOR A FAMILY PARTNERSHIP (MB 39 P. 83) NORFOLK, VIRGINIA", made by Basgier and Associates, a Professional corporation, dated July 11, 1997, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 51, at page 52.

PARCEL THREE:

ALL THAT certain tract or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia, containing 6.49 acres, more or less, and being designated under the current system of street numbering as 5786 Sellger Drive, Norfolk, Virginia, and being more particularly described as follows:

BEGINNING at a point in the northern line of Sellger Drive, which point is located a distance of 290 feet, more or less, from the northwest corner of the intersection of Sellger Drive and

McGinnis Circle and from this point of beginning running North 89° 06' 00" West a distance of 540 feet to a pin, being the southwest corner of the subject property; thence North 00° 54' 00" East a distance of 496.28 feet to a point; thence 151.52 feet along a curve having a radius of 501.48 feet to a point; thence South 88° 35' 30" East a distance of 79 feet to a point; thence North 01° 24' 30" East a distance of 12.50 feet to a point; thence South 88° 35' 30" East a distance of 333.50 feet to a point; thence North 01° 24' 30" East a distance of 32.50 feet to a point; thence South 38° 35' 30" East a distance of 28.10 feet to a point, this being the northeastern corner of the subject property; thence South 00° 54' 00" West a distance of 478.34 feet to a point; thence North 89° 06' 00" West a distance of 50 feet to a point; thence South 00° 54' 00" West a distance of 35.00 feet to the point of beginning. Together with the right to use in common with others entitled thereto the right-of-way mentioned and described in the deed between McGinnis Industrial Center, Incorporated, Baltimore Bank for Cooperatives, R. S. Jones, Jr., acting trustee, and Charles L. Glanville, dated August 14, 1956, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 478, at page 527.

LESS AND EXCEPT a parcel of land 35 feet by 50 feet in size and located at the northwest corner of the intersection of Sellger Drive and McGinnis Circle, which was conveyed from J. C. Aspinwall, et al, to the City of Norfolk by deed dated January 4, 1968, duly recorded in the Clerk's Office of the City of Norfolk, Virginia, in Deed Book 1105, at page 304, and corrected by deed dated May 27, 1968, duly recorded in the same Clerk's Office in Deed Book 1118, at page 619.

THIRD AMENDMENT TO PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AGREEMENT (this "Third Amendment") is made and entered into as of this 3rd day of March, 2020, by and between **Aspinwall Family, LLC**, a Virginia limited liability company, formerly known as **A Family Partnership**, a Virginia general partnership ("Seller") and **Curlew Apts. I, L.P.**, a Virginia limited partnership ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, Seller, as seller, and Franklin Johnston Group Management & Development, LLC, a Virginia limited liability company ("FJG"), as buyer, entered into that certain Purchase Agreement dated as of November 16, 2018 ("the "Original Agreement"), as amended by that certain First Amendment of Purchase Agreement dated as of March 1, 2019 (the "First Amendment"), and as further amended by that certain Second Amendment to Purchase Agreement dated as of August 6, 2019 (the "Second Amendment" and, together with the Original Agreement and the First Amendment, the "Agreement"), for certain real property located in the City of Norfolk, Virginia, as more particularly described in the Agreement (the "Property").

WHEREAS, FJG assigned its rights and obligations under the Agreement to Buyer pursuant to that certain Assignment of Purchase Agreement dated as of February 15, 2019 (the "Assignment").

WHEREAS, the Parties acknowledge that the First Amendment and Second Amendment were erroneously executed by FJG instead of Buyer, as the Assignment was executed prior to such amendments.

WHEREAS, the Parties now desire to ratify the terms and conditions of the Agreement in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and in this Third Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. **Amendments.** Buyer and Seller each acknowledge and agree that the Parties intended for Buyer, rather than FJG, to execute the First Amendment and Second Amendment. The Parties hereby ratify the terms of the First Amendment and Second Amendment, and Buyer expressly agrees to be bound by the terms of the Agreement.

3. **Ratification.** Except to the extent specifically modified herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified by the Parties. This Third Amendment may be executed in counterpart originals, each of which, when taken together, shall be deemed one and the same original. Executed copies of this Third Amendment may be delivered between the Parties via telecopy or electronic mail.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

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

SELLER:

ASPINWALL FAMILY, LLC,
a Virginia limited liability company

By: John C. Aspinwall III
Name: JOHN C. ASPINWALL III
Title: MANAGING MEMBER

BUYER:

CURLEW APTS. I, L.P.,
a Virginia limited partnership

By: Curlew Apts. GP I, L.L.C.,
a Virginia limited liability company,
its General Partner

By: Thomas M. Johnston
Name: Thomas M. Johnston
Title: Manager

By: W. Taylor Franklin
Name: W. Taylor Franklin
Title: Manager

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (the "Second Amendment") is made and entered into as of the 6th day of August, 2019 (the "Effective Date") by and between **ASPINWALL FAMILY, LLC**, a Virginia limited liability company ("Seller"), and **FRANKLIN JOHNSTON GROUP MANAGEMENT & DEVELOPMENT, LLC**, a Virginia limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller entered into that certain Purchase Agreement dated November 16, 2018, as amended by the First Amendment to Purchase Agreement dated as of March 1, 2019 (together, the "Agreement") for the purchase of that certain property located at 5827 and 5845 Curlew Drive and 5786 Sellger Drive in Norfolk, Virginia, as more particularly described in the Agreement as the "Property"; and

WHEREAS, the parties desire to modify and amend the Agreement as expressly set forth below.

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

1. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Purchase Price. Section 1.2 of the Agreement is hereby deleted and replaced with the following:

"The purchase price of the Property (the "Purchase Price") shall be Five Million Two Hundred Thousand and No/100 Dollars (\$5,200,000.00). At Closing (as hereinafter defined) Buyer shall pay in cash or other immediately available funds the Purchase Price less the Deposit."

3. Deposit. Section 1.3 of the Agreement is hereby amended as follows:

a. The amount of the Deposit is hereby increased from One Hundred Fifty Thousand Dollars (\$150,000.00) to Two Hundred Fifty Thousand Dollars (\$250,000.00).

b. In subsection (c), "Fifty Thousand Dollars (\$50,000.00)" is hereby deleted and replaced with "One Hundred Fifty Thousand Dollars (\$150,000.00)".

4. Closing. Section 4.1 of the Agreement is hereby amended as follows:

- a. Subsection (a) is hereby amended to read in its entirety as follows:
“(a) before June 18, 2020”.
- b. Subsection (b) is hereby amended to read in its entirety as follows:
“(b) after February 1, 2021”.

5. Seller’s Deliveries at Closing. Section 4.3 of the Agreement is hereby amended as follows:

- a. The phrase “Subject to Section 1.2, above,” at the beginning of the third sentence of subsection (a) is hereby deleted and replaced with “Notwithstanding any other provision of this Agreement”.
- b. Subsection (f), entitled “Estoppel Certificate/Assignment of Lease(s)”, is hereby deleted in its entirety.

6. Except as otherwise provided herein, the Agreement shall remain in full force and effect.

7. To the extent that any of the terms of this Second Amendment conflict with any of the terms of the Agreement, the terms of this Second Amendment shall control.

8. This Second Amendment may be executed in multiple counterparts all of which when taken together shall constitute one and the same instrument. Delivery of this Second Amendment or a counterpart thereof by email or facsimile will constitute valid delivery.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment effective as of the day and year set forth above.

SELLER:

ASPINWALL FAMILY, LLC,
a Virginia limited liability company

By: John C. Aspinwall III
Name: John C. ASPINWALL
Title: MANAGING MEMBER

BUYER:

**FRANKLIN JOHNSTON GROUP
MANAGEMENT & DEVELOPMENT, LLC,**
a Virginia limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Second Amendment effective as of the day and year set forth above.

SELLER:

ASPINWALL FAMILY, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

BUYER:

**FRANKLIN JOHNSTON GROUP
MANAGEMENT & DEVELOPMENT, LLC,**
a Virginia limited liability company

By: *[Signature]*
Name: *Walter Fankler*
Title: *COO*

By: *[Signature]*
Name: *Thomas Johnston*
Title: *CFO*

FIRST AMENDMENT OF PURCHASE AGREEMENT

THIS FIRST AMENDMENT OF PURCHASE AGREEMENT (this "First Amendment") is made and entered into as of this 1st day of March, 2019, by and between **Aspinwall Family, LLC**, a Virginia limited liability company, formerly known as **A Family Partnership**, a Virginia general partnership ("Seller") and **Franklin Johnston Group Management & Development, LLC**, a Virginia limited liability company, and/or assigns ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, Seller and Buyer are parties to that certain Purchase Agreement dated as of November 16, 2018 (the "Agreement"), for certain real property located in the City of Norfolk, Virginia, as more particularly described in the Agreement (the "Property").

WHEREAS, the Parties desire to modify certain terms and conditions of the Agreement in accordance with the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms**. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. **Study Period**. Section 2.1(a) of the Agreement is hereby deleted and replaced with the following:

"Upon the full execution of this Agreement and for a period of one hundred twenty (120) days thereafter (the "Study Period"), Buyer and its agents may enter and access the Property and perform any tests, evaluations, studies or reports including, without limitation, the following: title examination, appraisal, physical survey, soil borings or testing, compaction tests, environmental inspections, engineering studies, topographic inspections, economic feasibility studies and any other studies or reports Buyer shall deem necessary or desirable in connection with Buyer's contemplated purchase of the Property (collectively, "Studies").

3. **Ratification**. Except to the extent specifically modified herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified by the Parties. This First Amendment may be executed in counterpart originals, each of which, when taken together, shall be deemed one and the same original. Executed copies of this First Amendment may be delivered between the Parties via telecopy or electronic mail.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

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

SELLER:

ASPINWALL FAMILY, LLC,
a Virginia limited liability company

By: John C. Aspinwall
Name: J. C. ASPINWALL
Title: MANAGER

BUYER:

**FRANKLIN JOHNSTON GROUP
MANAGEMENT & DEVELOPMENT, LLC,**
a Virginia limited liability company

By: W. Taylor Franklin
Name: W. Taylor Franklin
Title: Manager

By: Thomas M. Johnston
Name: Thomas M. Johnston
Title: Manager

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), is made as of this 16th day of November, 2018, by and between **Aspinwall Family, LLC**, a Virginia limited liability company, formerly known as **A Family Partnership**, a Virginia general partnership ("Seller"); and **Franklin Johnston Group Management & Development, LLC**, a Virginia limited liability company, and/or assigns ("Buyer").

RECITALS

A. Seller owns three (3) parcels containing approximately 10.50 acres of land with existing improvements thereon located at 5827 and 5845 Curlew Drive, and 5786 Sellger Drive, Norfolk, Virginia (together the "Property"), which Property is more particularly described on the attached Exhibit A.

B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of Seller's right, title and interest in and to the Property for the purpose of constructing certain buildings, infrastructure, and other improvements associated with a multifamily residential development consisting of no less than two hundred (220) units, which Buyer intends to develop on the Property (the "Intended Use" or the "Project").

AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree and covenant as follows:

Article 1.

Sale and Purchase of Property

Section 1.1. Sale and Purchase. Pursuant to the terms and conditions of this Agreement, Seller agrees to sell, and Buyer agrees to purchase the Property, together with all easements, leases, licenses, approvals, permits, rights-of-way, and appurtenances belonging to the Property, provided the same do not render title uninsurable or unmarketable.

Section 1.2. Purchase Price. The purchase price of the Property (the "Purchase Price") shall be Five Million One Hundred Thousand and No/100 Dollars (\$5,100,000.00). At Closing (as hereinafter defined) Buyer shall pay in cash or other immediately available funds the Purchase Price less the Deposit; provided, however, in the event Closing occurs before May 1, 2020 and Security Storage and Van Company ("SSVC") (the tenant under one or more of the Existing Leases, as defined below) is still occupying the Property in any material respect, \$250,000.00 of the Purchase Price shall be held by BridgeTrust Title Company (the "Escrow Agent") pursuant to a mutually acceptable escrow agreement in an interest bearing escrow account (the "Possession Deposit"). In such event, if SSVC vacates the Property in all material respects on or before close of business on May 1, 2020, the entire Possession Deposit will be immediately disbursed by the Escrow Agent to Seller. If SSVC has not vacated the Property by close of business on May 1, 2020 in all material respects, Seller will not be considered in default under this Agreement, but the entire Possession Deposit will be immediately disbursed by the Escrow Agent to Buyer. If Closing has not already occurred, Closing shall occur on May 1,

2020, and if, by close of business on such date, SSVc is still occupying any portion of the Property in any material respect, the Purchase Price shall be reduced by \$250,000.00. Further, in the event SSVc has not vacated the Property in all material respects by the close of business on May 1, 2020, Seller agrees to use commercially reasonable efforts to cooperate with Buyer in causing SSVc to vacate the Property. The terms of this Section 1.2 will survive Closing of the transaction contemplated by this Agreement.

Section 1.3. Deposit. Within five (5) business days after full execution of this Agreement, Buyer shall deposit One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "Deposit") with the Escrow Agent who shall hold the Deposit in a non-interest bearing, federally insured account. So long as the Agreement has not been sooner terminated by Buyer pursuant to the terms hereof, (a) a Twenty Five Thousand Dollar (\$25,000.00) portion of the Deposit shall become non-refundable¹ upon the expiration of the Study Period, (b) a Seventy Five Thousand Dollar (\$75,000.00) portion of the Deposit shall become non-refundable¹ once final unappealable approval of the Re-Zoning has been obtained, and (c) the remaining Fifty Thousand Dollar (\$50,000.00) portion of the Deposit shall become non-refundable¹ upon the expiration of the Approvals Period. The Deposit shall be applied to the Purchase Price at Closing.

Section 1.4. Prorations. Buyer and Seller shall prorate and apportion all the following costs and expenses as of the Closing Date (as hereinafter defined) according to their respective periods of ownership of the Property: state and local ad valorem taxes (with any applicable penalties, late fees, or interest accruing thereon being paid by Seller); special or general assessments; utility charges including, but not limited to, water, storm and sanitary sewer charges; and all other items customarily prorated.

Section 1.5. Roll Back Taxes. Seller shall be responsible for any and all rollback taxes applicable to the Property as a result of the Re-Zoning or the transaction contemplated herein.

Article 2. Study Period

Section 2.1. Buyer's Studies/Wetlands Confirmation.

a. **Study Period.** Upon the full execution of this Agreement and for a period of ninety (90) days thereafter (the "Study Period"), Buyer and its agents may enter and access the Property and perform any tests, evaluations, studies or reports including, without limitation, the following: title examination, appraisal, physical survey, soil borings or testing, compaction tests, environmental inspections, engineering studies, topographic inspections, economic feasibility studies and any other studies or reports Buyer shall deem necessary or desirable in connection with Buyer's contemplated purchase of the Property (collectively, "Studies").

¹ Notwithstanding any other provision of this Agreement, the Deposit will be refunded to Buyer in the event of the termination of this Agreement (a) due to Seller default hereunder, (b) due to a failure to occur of the contingencies set forth in Section 6.1(d) – (f), or (c) pursuant to Section 8.1 or Section 8.2.

b. **Seller's Provision of Studies.** Within ten (10) days after full execution of this Agreement, Seller shall deliver to Buyer all Studies in possession of Seller, or any other party controlled by or related to Seller including, without limitation, the following: the most recent title policy and survey of the Property, the organizational and/or governing documents of Seller, any environmental reports performed with respect to the Property, any engineering reports performed with respect to the Property, any wetlands studies, delineations, or determinations performed with respect to the Property, and any documents or agreements affecting or encumbering the Property whether or not they appear in the public land records.

c. **Possible Relocation of SSVC.** Seller and Buyer acknowledge that Seller is in the process of negotiating the possible relocation of SSVC to an off-site location (and the termination of the Existing Lease(s) pertaining to SSVC) effective prior to May 1, 2020. Seller agrees to provide Buyer with updates as to the status of such negotiations from time to time promptly upon request by Buyer.

Section 2.2. Indemnification. Buyer shall indemnify, defend and hold Seller harmless from and against all cost, loss, damage and expense, including reasonable attorneys' fees, arising out of any Studies conducted by or at the request of Buyer upon the Property; however, no individual member or manager of Buyer shall be held liable in accordance with the aforementioned indemnification. The indemnification contained in this Section does not include indemnification for loss, cost or expense resulting from any unfavorable test results or the discovery of any undesirable existing conditions on the Property, including, without limitation, any loss resulting from any decrease in the fair market value of all or any portion of the Property, or the inability of Seller to market the Property due to any such discovery or unfavorable test results. This Section 2.2 shall survive Closing and/or the earlier termination of this Agreement.

Section 2.3. Termination During Study Period. If Buyer is dissatisfied with the results of any of the Studies for any or no reason, or if Buyer determines, in Buyer's sole discretion, that all or a portion of the Property is unsuitable to Buyer for any reason including, without limitation, economic feasibility, then Buyer may terminate this Agreement on or before the expiration of the Study Period by giving written notice to Seller. In such event, the Escrow Agent shall refund the entire Deposit to Buyer, and this Agreement shall terminate and become null and void, at which time the parties shall have no further rights or obligations to one another other than those that expressly survive the termination of this Agreement pursuant to the terms hereof.

Section 2.4. Title Objections. Notwithstanding Buyer's right to terminate this Agreement during the Study Period, if Buyer determines there are objectionable matters discovered during a title examination and/or survey of the Property (collectively, "Objections"), then, on or before the date that is ten (10) days prior to the expiration of the Study Period, Buyer shall have the right to notify Seller of its Objections in writing. Within five (5) days after receipt of Buyer's notice, Seller shall elect in writing to either (a) cure the Objections, in which case Seller shall have a reasonable period of time to complete its cure, or (b) not cure the Objections. If Seller fails to make an election within such five (5) day period or elects not to cure the Objections, then Buyer may elect to terminate this Agreement by giving Seller written notice thereof within five (5) days after Seller fails to make an election or Seller's election not to cure the Objection(s), in which event Escrow Agent shall refund the entire Deposit to Buyer, and this Agreement shall terminate and become null and void and the parties shall have no further rights

or obligations hereunder except for Buyer's indemnification obligation under Section 2.2. If Buyer does not inform Seller of its election to terminate within the five (5) day period set forth in the immediately preceding sentence, then Buyer shall be deemed to have waived the Objection(s).

Article 3. Governmental Approvals

Section 3.1. Approvals Period. Seller and Buyer acknowledge that the development of Buyer's Intended Use will require approval by the Norfolk City Council of a conditional rezoning to an appropriate zoning classification subject to terms and conditions acceptable to Buyer in its sole discretion (the "Re-Zoning"), together with other governmental approvals necessary for development of the Property to accomplish the Buyer's Intended Use (including but not limited to final site plan approval and building permits) (the "Approvals"). Buyer shall have a period of two-hundred forty (240) days after the full execution of this Agreement (the "Approvals Period") within which to obtain the Re-Zoning and the Approvals at Buyer's sole cost and expense. Once the Study Period has expired, Buyer shall use commercially reasonable efforts to obtain the Re-Zoning and the Approvals. Buyer promptly shall provide Seller with copies of all relevant correspondence, agreements, applications, plans, surveys, and documents related to obtaining the Re-Zoning and Approvals. If Buyer determines in its sole discretion at any time during the Approvals Period that it will be unable to obtain the Re-Zoning or the Approvals (subject to conditions and/or exactions acceptable to Buyer in Buyer's sole discretion) within the Approvals Period, then Buyer may elect to terminate this Agreement by giving Seller written notice thereof prior to the expiration of the Approvals Period, in which event this Agreement shall become null and void, that portion of the Deposit that has been deemed non-refundable pursuant to Section 1.3, above, shall be paid to Seller and the remainder of the Deposit shall be returned to Buyer, and the parties shall have no further rights or obligations to one another hereunder except for Buyer's indemnification obligations under Section 2.2. If Buyer does not terminate this Agreement prior to the expiration of the Approvals Period, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.1.

Section 3.2. Cooperation. Seller and Buyer, and their respective agents, employees and contractors, shall act in good faith and use commercially reasonable efforts to cooperate in the preparation, submission and approval of an application (and other associated materials) for the Re-Zoning and the other Approvals. Such cooperation shall include, but not be limited to, the signing and returning of any application or agreement reasonably required to obtain the Re-Zoning and other Approvals.

Article 4. Conveyance of Property

Section 4.1. Closing. The consummation of the transaction contemplated by this Agreement ("Closing") shall occur on a date selected by Seller, provided that Seller must provide Buyer at least forty five (45) days prior written notice of such date to Buyer (the "Closing Date"). In no event shall the Closing Date occur (a) before the 46th day after the expiration of the Approvals Period, or (b) after May 1, 2020. Closing shall occur at the offices of Buyer's counsel or the offices of the Escrow Agent, as Buyer may direct, and all deliveries

required by Seller and Buyer hereunder shall be made to the Escrow Agent, who shall settle the transaction contemplated by this Agreement.

Section 4.2. Buyer's Right to Expedite Closing Date. Intentionally deleted.

Section 4.3. Seller's Deliveries at Closing. Unless an earlier date is specified in this Section, on or before the Closing Date, Seller shall, at its own expense, prepare and deliver, in addition to any other document required to be delivered by Seller under the terms of this Agreement, the following to the settlement agent conducting the Closing:

a. **Deed and Possession.** A duly-executed and authorized special warranty deed conveying the Property to Buyer, as set forth herein, together with possession of the Property, free and clear any liens, encumbrances, or rights of possession (including but not limited to Objections Seller elects to cure but fails to cure prior to closing, and/or title matters arising after the expiration of the Study Period) other than those deemed waived by Buyer pursuant to Article Two, above. Seller shall submit a deed for Buyer's review prior to Closing. Subject to Section 1.2, above, Seller shall cause the Existing Leases (as defined below) to be terminated, and any associated tenants and such tenants' personal property to be removed from the Property, prior to the Closing Date.

b. **Owner's Affidavit.** A duly-executed affidavit, in a reasonable form prescribed by the title insurance company used by Buyer, certifying that the Property is not subject to any unrecorded agreements, leases or rights of possession, and that no work has been performed upon the Property prior to Closing that would allow a mechanic's, laborers' or materialmen's lien to attach to the Property.

c. **Tax Forms.** A duly-executed residency status tax reporting form reasonably required by Buyer, Buyer's title company, or the settlement agent conducting Closing, including, without limitation, Virginia Form R-5 or R-5E, a FIRPTA form certifying Seller is not a "foreign person," as defined by Section 1445 of the Internal Revenue Code, an IRS Form 1099 or 1099-S, and any other forms required to be produced to tax authorities in connection with the transfer of the Property.

d. **Seller's Closing Costs.** Seller shall pay Seller's attorney's fees, any applicable grantor's taxes, and any prorations due from Seller for the period of Seller's ownership of the Property prior to and including the Closing Date.

e. **Authorizations.** Prior to Closing, Seller shall deliver (to the extent applicable) certified copies of Seller's organizational documents, resolutions, or other evidence acceptable to Buyer's counsel and its title company demonstrating Seller's authority to convey the Property to Buyer.

f. **Estoppel Certificate/Assignment of Lease(s).** In the event the Closing occurs prior to May 1, 2020, then Seller shall deliver (i) an Assignment of the Existing Leases numbered 1 and 2 on the attached Exhibit C in a form reasonably acceptable to Buyer and Buyer's lender, and (ii) an estoppel certificate in a form reasonably acceptable to Buyer and Buyer's lender executed by the tenant under the Existing Leases numbered 1 and 2 on the attached Exhibit C.

g. Miscellaneous Documents. Prior to or at Closing, Seller shall deliver any other document(s) in its possession reasonably required by Buyer's title company or lender.

Section 4.4. Buyer's Deliveries at Closing. At Closing, and in addition to any other items required to be delivered under the terms of this Agreement, Buyer shall deliver or cause to be delivered to the Escrow Agent the following:

a. Purchase Price. By wire transfer, certified check, or other immediately-available funds, the balance of the Purchase Price due from Buyer, as adjusted by the amount of the Deposit, and the Possession Deposit, if applicable.

b. Buyer's Closing Costs. In addition to the Purchase Price, Buyer shall pay the cost of recording the deed, any transfer taxes, and costs and expenses of Buyer's attorneys, engineers, surveyors, title insurers or other professionals engaged by Buyer in connection with the Studies, the Wetlands Studies, or other evaluations of the Property.

Article 5. Representations and Warranties

Section 5.1. Seller's Representations. Seller represents and warrants to Buyer as follows with respect to the Property (which representations and warranties shall be true and accurate on the date of full execution of this Agreement and shall remain true and accurate until the Closing Date):

a. Authorization. Seller has the lawful right, power, authority and capacity to sell the Property to Buyer in accordance with the terms of this Agreement, without the approval or authorization of any other party.

b. Ownership. Seller has not done or suffered anything to encumber the Property, except for the leases described in Exhibit C (the "Existing Leases") above, the terms of which Existing Leases will not be modified without the prior written consent of Buyer, and complete, true and accurate copies of which Existing Leases are attached hereto as Schedule C-1.

c. No Agreements Violated. The execution of this Agreement, and the consummation of the purchase contemplated hereby, are consistent with and not in violation of any contract, agreement, or other obligation to which Seller is a party

d. Violations of Law. To the best of Seller's knowledge as of the date of this Agreement, there are no current, pending, or threatened actions against the Seller or the Property arising out of the violation or alleged violation of any federal, state or local law, regulation, rule, or ordinance including, but not limited to, any environmental law, subdivision ordinance or zoning ordinance. As of the date of this Agreement, Seller is unaware of any present or threatened condemnation or eminent domain proceeding affecting the Property.

e. Environmental Matters.

i. Definitions. When used in this Agreement, the following capitalized terms shall have the following definitions:

1. “Environmental Condition” means any condition including, without limitation, the Release of Hazardous Materials, located on or affecting the Property that could require remedial action or which may result in claims, demands, liabilities, costs or expenses to Buyer.

2. “Hazardous Materials” means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 135, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, et seq.), as amended, and the Toxic Substance Control Act (15 U.S.C. 2601, et seq.), as amended.

3. “Notice” means any written, civil, administrative or criminal summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from the United States Environmental Protection Agency, the Virginia Department of Environmental Quality, or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission which has resulted or which may result in the Release of Hazardous Materials on or into the Property, a violation of an Environmental Law, or otherwise relate to an Environmental Condition.

4. “Release” means placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

ii. Representation. Subject to the proviso at the end of this subsection 5.1(e)(ii), Seller represents to the best of its actual knowledge without independent investigation as of the date of this Agreement that (i) there are no Hazardous Materials unlawfully existing above, on or beneath the Property; (ii) there has been no unlawful Release of Hazardous Materials above, on or beneath the Property; (iii) there has been no illegal filling of the Property, nor has the Property been used as a public or private landfill, dump or site for refuse disposal; (iv) no solid waste units, equipment or underground storage tanks are currently located on the Property except for a 4,000 gallon gas tank and a 4,000 gallon diesel tank, and (v) Seller has received no Notice nor is Seller aware of an Environmental Condition affecting the Property. Notwithstanding the foregoing, Seller has informed Buyer that the Property has been used as a steel fabrication facility and an ammunition depot, and that two 4,000 gallon underground storage tanks (one gas and one diesel) are located on the Property and that while Seller is not aware to its actual knowledge without independent investigation of the unlawful presence of Hazardous Materials on the Property, or of a past unlawful Release, it is aware of the fact that Hazardous Substances are and have been present upon and handled on the Property in the past.

f. Bankruptcy. No bankruptcy, insolvency, rearrangement, or similar action or proceeding, whether voluntary, is pending or threatened against Seller, and Seller has no intention of filing or commencing any such action or proceeding, and Seller represents and warrants there shall be none at closing.

g. Taxes. Seller remains responsible for and shall continue to pay any and all taxes required to be paid in relation to the Property at all times before the Closing Date. Seller shall pay any rollback taxes applicable to the Property. Seller remains responsible for and shall continue to pay any and all taxes required to be paid in relation to the Property at all times before the Closing of its transfer to Buyer.

h. Binding Nature. This Agreement constitutes the valid and binding obligation of Seller, and is enforceable in accordance with its terms.

i. Continuing Obligation. The representations, warranties, and covenants set forth in this Agreement constitute the continuing obligations of Seller and shall survive Closing for a period of one (1) year. Prior to the Closing Date, Seller shall take no action which would cause any of the representations to become misleading in any respect and, if Seller becomes aware of any inaccuracies in the representations set forth herein prior to the Closing Date, it shall immediately notify Buyer of those inaccuracies and the facts or circumstances surrounding the inaccuracies, and Buyer shall have the right to exercise any remedy available under Section 7.1 of this Agreement, below.

Section 5.2. Buyer's Representations. Buyer represents and warrants to Seller as follows:

a. Authorization. Buyer has the lawful right, power, authority, and capacity to purchase the Property in accordance with the terms, provisions and conditions of this Agreement.

b. No Agreements Violated. The execution of this Agreement, and the consummation of the purchase contemplated hereby, are consistent with and not in violation of any contract, agreement, or other obligation to which Buyer is a party.

c. Binding Nature. This Agreement constitutes the valid and binding obligation of Buyer, and is enforceable in accordance with its terms.

d. Continuing Obligation. Prior to the Closing Date, Buyer shall take no action which would cause any of the representations to become misleading in any respect and, if Buyer becomes aware of any inaccuracies in the representations set forth herein prior to the Closing Date, Buyer shall immediately notify Seller of those inaccuracies and the facts or circumstances surrounding the inaccuracies.

Article 6.

Conditions of Buyer's and Seller's Obligations

Section 6.1. Conditions of Buyer's Obligations. Buyer's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Buyer, in whole or in part, on or as of the Closing Date:

a. Buyer shall not have terminated this Agreement during the Study Period;

b. Buyer shall not have terminated this Agreement during the Approvals Period;

c. Title to the Property shall be insurable under a full coverage ALTA owner's title policy at standard rates by Buyer's title insurance company, with such endorsements (including contiguity endorsements) as Buyer may reasonably request, and the Property shall be free and clear of Objections Seller elects to cure pursuant to Section 2.4 and liens, encumbrances or rights of possession arising after the Study Period adversely affecting the marketability of the Property or the Intended Use;

d. The physical condition of the Property at Closing shall be substantially the same as the condition of the Property at the time this Agreement is fully executed and there shall not have been an unlawful Release after the end of the Study Period;

e. Seller shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be kept, observed, performed, satisfied or complied with by Seller before, on, or as of the Closing Date; and

f. The representations of Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date except for changes thereto consented to by Buyer under the terms of this Agreement.

If items c, d, e or f of the foregoing conditions have not been satisfied or performed as of Closing, Buyer, at Buyer's option, shall have the right to waive one or more of the conditions, in writing, and proceed to Closing, notwithstanding that the conditions have not been satisfied or performed, terminate this Agreement in which case the Escrow Agent will return the Deposit to Buyer and the parties shall have no further rights or obligations hereunder except for Buyer's indemnification obligation under Section 2.2, or exercise any of its other rights and remedies set forth in Section 7.1 of this Agreement, below.

Section 6.2. Conditions of Seller's Obligations. Seller's obligation to consummate the purchase and sale of the Property on the Closing Date shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived in writing by Seller, in whole or in part, on or as of the Closing Date:

a. Buyer shall have fully and completely kept, observed, performed, satisfied and complied in all material ways with all terms and conditions required by this Agreement to be kept, observed, performed, satisfied or complied with by Buyer before, on, or as of the Closing Date;

b. The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date; and

c. Buyer shall not have terminated this Agreement pursuant to the express terms hereof prior to the Closing Date.

If any of the foregoing conditions (other than Section 6.2.c.) have not been satisfied or performed as of the Closing Date, Seller, at Seller's option, shall have the right to waive one or

more of the conditions, in writing, and proceed to Closing, notwithstanding that the conditions have not been satisfied or performed, or exercise any of its rights and remedies set forth in this Agreement.

Article 7. Default and Remedies

Section 7.1. Seller's Default. In the event Seller is in breach of or fails or refuses to perform its obligations under this Agreement, Buyer shall be entitled to exercise, in its sole discretion, any of the following remedies: (a) to purchase the Property notwithstanding such default pursuant to the remaining terms and provisions of this Agreement, in which event such default shall be deemed waived; (b) to terminate this Agreement, in which event the Escrow Agent shall return the entire Deposit to Buyer, Seller shall reimburse Buyer for Buyer's fees and expenses related to any Studies and/or Approvals, and the parties shall have no further rights or obligations hereunder; or (c) to pursue any remedy available to Buyer at law or equity (including but not limited to the remedy of specific performance). Notwithstanding the foregoing, Buyer shall first give Seller ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

Section 7.2. Buyer's Default. In the event Buyer is in breach of or fails or refuses to perform its obligations under this Agreement, other than its Indemnity obligations as set forth in Article 2, Seller's sole remedy shall be to direct the Escrow Agent to pay to it the Deposit as liquidated damages, in which event this Agreement shall terminate and become null and void and the parties shall have no further rights or obligations hereunder except for Buyer's indemnification obligation under Section 2.2. Notwithstanding the foregoing, Seller shall first give Buyer ten (10) days prior written notice and an opportunity to cure such default prior to exercising its remedy.

Section 7.3. Attorney's Fees. If any legal action is commenced to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

Section 7.4. Limitation of Liability. Seller shall look solely to the assets of Buyer as to any rights it may have under this Agreement, and hereby waives any right to assert claims against the member(s) and/or manager(s) of Buyer.

Article 8. Condemnation and Casualty

Section 8.1. Condemnation. In the event that any eminent domain proceeding (including a temporary taking) affecting the Property, or any part thereof is commenced by a governmental body or quasi-governmental body, public service corporation, or other entity having the power of eminent domain (a "Condemnation") (which shall include, but not be limited to, the initial approval of such body to proceed with the acquisition of all or a part of the Property by negotiation or eminent domain), Seller shall promptly give Buyer written notice thereof, and Buyer shall have the option: (a) to have sole authority to negotiate the purchase or acquisition price and to receive the award resulting from the Condemnation, in which event such award shall be paid (or if not then received, the right to the award shall be assigned) to Buyer, and this transaction shall be closed in the same manner as if no such condemnation or other

taking had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the entire Deposit to Buyer, and neither party shall have any further obligation to the other hereunder. Seller represents and warrants that it has received no notice, nor is Seller aware, of any pending or threatened acts of Condemnation. Seller covenants and agrees not to solicit, request, support, participate in, or otherwise encourage a Condemnation of the Property during the effective period of this Agreement.

Section 8.2. Insurance; Risk of Loss. If all or any portion of the Property is destroyed or damaged by one or more fires, windstorms, hurricanes, hailstorms, floods, explosions, earthquakes or other casualties prior to Closing, Seller shall give Buyer prompt notice thereof, and if such damage or destruction is not fully restored, repaired or replaced to Buyer's satisfaction by the Closing Date, Buyer shall have the option (a) to receive the insurance proceeds recovered by reason of such damage or destruction, in which event the amount of the recovery shall be paid (or if not then received, the right to receive the same shall be assigned) to Buyer, and this transaction shall be consummated as though no such damage or destruction had occurred; or (b) to reject title to the Property, in which event this Agreement shall terminate, the Escrow Agent shall return the entire Deposit to Buyer, and neither party shall have any further obligation to the other hereunder.

Article 9. 1031 Exchange

Section 9.1. Tax Free Exchange.

a. Notwithstanding anything to the contrary contained in this Agreement, Buyer and Seller agree that in lieu of the payment of the purchase price in cash (as provided above) to Seller, Seller shall have the right to transfer and convey the Property or its respective interest therein in exchange for other real property of a like kind ("Exchange Property") to be designated at or after the Closing such that the exchange will qualify for non-recognition of gain or loss under Section 1031 of the Internal Revenue Code of 1986, as amended. In the event the Seller elects to effect a like-kind exchange of the Property, Buyer shall cooperate, at no cost to Buyer and at no delay to Buyer hereunder, in effecting the exchange, and the exchange shall be completed through the use of a "qualified intermediary" as described in paragraph 9.1(b) hereof.

b. If Seller elects to effect a like-kind exchange as specified in paragraph 9.1(a) hereof, the Exchange Seller shall assign all of their right, title and interest in and to this Agreement to a "qualified intermediary" (under Treasury Regulation Section 1.1031(k)-1(g) ("Intermediary") designated in writing by the Exchange Seller. The instrument of assignment shall be substantially in the form of the Agreement of Assignment ("Assignment") attached hereto as Exhibit D. The Exchange Seller shall provide written notice of the assignment (including a copy of the executed Assignment) to Buyer by noon of the second business day prior to Closing. Notice faxed to the Buyer's attorney shall be deemed given. The assignment of the Exchange Seller's rights under this Agreement shall not require the consent of Buyer or any other person or render Intermediary an additional obligor with respect to the agreements, obligations, representations, liabilities and warranties of the Exchange Seller under this Agreement. Such assignment, however, shall in no way release the Exchange Seller from its agreements, obligations, representations and warranties under this Agreement.

c. Following the assignment by the Exchange Seller of its right, title and interest

under this Agreement to Intermediary, Intermediary shall then complete the transfer of the Property to Buyer hereunder by causing the Exchange Seller to convey the Property or its interest therein directly to Buyer, and Buyer shall then concurrently pay to Intermediary the Exchange Seller's share of the contract price, as stipulated in paragraph 1, due at closing. The Exchange Seller and Intermediary may then complete the like-kind exchange in the manner agreed upon between the exchange Seller and Intermediary. Buyer shall not be required to participate in the selection, acquisition or transfer of any Exchange Property to be conveyed to the Exchange Seller or enter into any contract for the Exchange Property. Following closing, or if closing fails to occur by the Date of Closing, Intermediary may, without consent of the Buyer, reassign all of its right, title and interest under this Agreement to the Exchange Seller, including all rights and obligations in favor of the Exchange Seller and/or Intermediary that survive closing. Seller will indemnify and defend Buyer against and hold Buyer harmless from any and all costs, expenses, tax or other liabilities relating to the like-kind exchange effected pursuant to this paragraph 9.1 that Buyer would not otherwise incur pursuant to the other provisions of, or obligations under, this Agreement.

Article 10. Miscellaneous

Section 10.1. Governing Law. This Agreement is executed under seal and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia, notwithstanding its choice of law rules.

Section 10.2. Assignment. Buyer may assign its rights and obligations under this Agreement to any entity or entities affiliated with or controlled by Buyer or Buyer's principals without the prior written consent of Seller.

Section 10.3. Brokers. Seller shall be solely responsible for a brokerage commission payable to CBRE (the "Broker") pursuant to a separate written agreement. Other than the Broker, Seller and Buyer warrant that they have not dealt with any other broker, agent or finder that would require the payment of a commission, charge or other compensation. Seller and Buyer shall hold harmless and indemnify each other from and against all claims, costs, expenses or liability (including, without limitation, the cost of counsel fees in connection therewith) for any commissions, charges or other compensation claimed by any agent, broker or finder as a result of the breach of their respective parts of the representations contained in this paragraph (other than the Broker).

Section 10.4. Entire Understanding. This Agreement sets forth the entire agreement and understanding between the parties with respect to the transaction contemplated hereby and supersedes all prior or contemporaneous, oral or written agreements, arrangements and understandings between the parties regarding the subject matter hereof. No representation, promise, inducement or statement of intention has been made by Seller or Buyer which is not embodied in this Agreement, the exhibits hereto or the statements, deeds, certificates, schedules or other documents delivered pursuant hereto or in connection with the transaction contemplated hereby.

Section 10.5. Binding Nature. All the terms, representations, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 10.6. Waiver or Modification. No waiver by any party of any condition, or the breach of any term, representation or warranty set forth in this Agreement, shall be deemed a waiver of any such term, representation or warranty, unless the same shall be in writing. Any modification or amendment to this Agreement shall be made only by a writing executed by both parties hereto.

Section 10.7. Business Days. If the final day of any period of time set out in any provision of this Agreement falls on a Saturday, Sunday or holiday recognized by the federal government of the United States, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or holiday recognized by the federal government of the United States. Time is of the essence with respect to the performance by each party of its obligations hereunder.

Section 10.8. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

Section 10.9. Captions. The captions used in connection with the Sections and subsections of this Agreement are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the terms and provisions of this Agreement.

Section 10.10. Counterparts. This Agreement may be executed in two or more counterparts and by PDF and shall be deemed to have become effective when and only when one or more of such counterparts or PDF shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other.

Section 10.11. 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.

Section 10.12. Notices. Unless otherwise expressed herein, all notices permitted or required hereunder, including changes of address, shall be in writing and shall be given by: (a) an established express delivery service which maintains delivery records; (b) hand delivery; or, (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses, or such different addresses as the parties may, by notice, specify:

Seller: Aspinwall Family, LLC
Attn: John C. Aspinwall, III
4545 South Boulevard
Virginia Beach, VA 23452

Copies to: Alfred M. Randolph Jr., Esq.

Kaufman & Canoles, P.C.
150 W. Main St., Suite 2100
Norfolk, VA 23510

Buyer: Franklin Johnston Group Management & Development, LLC
c/o W. Taylor Franklin, Chief Operating Officer
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451

Copy to: James W. Noel III, Esq.
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451

Section 10.13. Force Majeure. As used in this Agreement, the term "Force Majeure" means any cause beyond the parties' control including, but not limited to, strikes, lockouts, actions of labor unions, riots, storms, floods, litigation, explosions, acts of God or the public enemy, acts of government, insurrection, mob violence, civil commotion, sabotage, terrorism, malicious mischief, vandalism, inability (notwithstanding good faith efforts) to procure, or general shortage of, labor, equipment, materials, facilities, or supplies in the open market, defaults of independent contractors or subcontractors (provided that remedies are being diligently pursued against the same), failures of transportation, fires, other casualties, epidemics, quarantine restrictions, freight embargoes, severe weather, or inability (notwithstanding good faith efforts) to obtain governmental permits and approvals. In the event of any Force Majeure that results in a delay in the performance of either party's obligations under this Agreement, the time period specified for such performance shall be extended by one (1) day for every day of delay resulting from Force Majeure.

Section 10.14. Disclosure. Buyer hereby discloses to Seller, and Seller hereby acknowledges, that Buyer (and/or one or more principals of Buyer) is a licensed real estate agent. Buyer and Seller acknowledge that Buyer does not represent either Buyer or Seller with respect to the transaction contemplated in this Agreement.

Section 10.15. Escrow Agent. The duties of Escrow Agent in its capacity as an escrow agent for the Deposit are only those as are herein specifically provided and Escrow Agent shall incur no liability whatsoever in the performance of said duties, except for acts of bad faith, negligence or willful disregard of this Agreement. Seller and Buyer hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of its duties hereunder. Seller and Buyer shall indemnify and hold Escrow Agent harmless against all costs, damages, fees, expenses and liabilities which, in good faith, Escrow Agent may incur in connection with its duties as escrow agent under this Agreement.

[Remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties execute this Agreement as of the date set forth above:

SELLER:

ASPINWALL FAMILY, LLC,
a Virginia limited liability company

By: John C. Aspinwall, III

Name: John C. Aspinwall, III
Title: Manager

Date: 12/5/18

BUYER:

**FRANKLIN JOHNSTON GROUP
MANAGEMENT & DEVELOPMENT, LLC,**
a Virginia limited liability company

By: [Signature]
Manager

Date: 12/6/18

By: [Signature]
Manager

Date: 12/6/18

Exhibit A

Legal Description

5827 CURLEW DRIVE, NORFOLK, VIRGINIA

Parcel 1

All that certain lot or parcel of land situate in the City of Norfolk, State of Virginia, with the improvements thereon and the appurtenances thereunto belonging, and designated as Parcel "B"-2 as shown on the plat entitled: SUBDIVISION OF SITE "B" AS SHOWN ON SUBDIVISION OF PART OF PARCELS 3, 4, 5 & 6 FOR BALTIMORE BANK FOR COOPERATIVES, which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 39, at page 83.

Parcel 2

Beginning at a point, said point being 28.5 feet from the eastern most property line of the Tidewater Regional Market as measured at right angles; thence from said point of beginning along the northern right of way line of Norfolk Southern Railway Company north 88 degrees 35 minutes 30 seconds west 300 feet to a point; thence south 1 degree 24 minutes 30 seconds west 0.5 feet to a point, said point being 22 feet from the centerline of the McGinnis Industrial track as measured at right angles; thence parallel to the centerline of the McGinnis Industrial track south 88 degrees 35 minutes 30 seconds east 300 feet to a point; thence north 1 degree 24 minutes 30 seconds east 0.5 feet to the point of beginning; containing 150 square feet, more or less; and being a portion of the same parcel conveyed to the Norfolk Southern Railway Company by McGinnis Industrial Center, Inc. and recorded in the Circuit Court of Princess Anne County in Deed Book 520, page 91.

IT BEING the same property conveyed to A Family Partnership by deed from Steel Properties, dated October 8, 1997, and duly recorded October 14, 1997, in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Deed Book 2950 at Page 806.

5845 CURLEW DRIVE, NORFOLK, VIRGINIA

All that certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia, known, numbered and designated as Part of Parcels 5 and 6 of Survey for "Baltimore Bank for Cooperatives, Princess Anne County, Virginia", made December 1955 by Phillip D. Freeman, C. E. and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 42, page 7, said property fronts 150 feet on the south side of Curlew Drive and extends back between parallel lines a distance of 337.65 feet and designated as "Site C:", as shown on the plat entitled "Subdivision of Part of Parcels 3, 4, 5 & 6, as shown on Plat of Survey for Baltimore Bank for Cooperatives Norfolk, Virginia", dated April 30, 1965, made by Baldwin and Gregg, Civil Engineers & Surveyors, Norfolk, Virginia, which plat is duly recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 22, page 6.

TOGETHER WITH a right of user in, to, over and along the 45 foot right of way for railroad purposes for the benefit of and in common with the owners of all property abutting thereon; their successors and assigns, subject to the terms and provisions of that certain agreement between McGinnis Industrial Center, Incorporated and Charles L. Glanville, dated December 20, 1955

and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 474, page 438.

IT BEING the same property conveyed to A Family Partnership, a Virginia general partnership by deed from The Monroe Transfer and Storage Company, Incorporated, a Virginia corporation, dated July 22, 2008, and duly recorded July 24, 2008, in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia as Instrument Number 080021203.

5786 SELLGER DRIVE, NORFOLK, VIRGINIA

ALL THAT certain tract or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia, containing 6.49 acres, more or less, and being designated under the current system of street numbering as 5786 Sellger Drive, Norfolk, Virginia, and being more particularly described as follows:

BEGINNING at a point in the northern line of Sellger Drive, which point is located a distance of 290 feet, more or less, from the northwest corner of the intersection of Sellger Drive and McGinnis Circle and from this point of beginning running North 89° 06' 00" West a distance of 540 feet to a pin, being the southwest corner of the subject property; thence North 00° 54' 00" East a distance of 496.28 feet to a point; thence 151.52 feet along a curve having a radius of 501.48 feet to a point; thence South 88° 35' 30" East a distance of 79 feet to a point; thence North 01° 24' 30" East a distance of 12.50 feet to a point; thence South 88° 35' 30" East a distance of 333.50 feet to a point; thence North 01° 24' 30" East a distance of 32.50 feet to a point; thence South 88° 35' 30" East a distance of 28.10 feet to a point, this being the northeastern corner of the subject property; thence South 00° 54' 00" West a distance of 478.34 feet to a point; thence North 89° 06' 00" West a distance of 50 feet to a point; thence South 00° 54' 00" West a distance of 35.00 feet to the point of beginning. Together with the right to use in common with others entitled thereto the right-of-way mentioned and described in the deed between McGinnis Industrial Center, Incorporated, Baltimore Bank for Cooperatives, R. S. Jones, Jr., acting trustee, and Charles L. Glanville, dated August 14, 1956, and recorded in the Clerk's Office of the Circuit Court of the city of Virginia Beach, Virginia, in Deed Book 478, at page 527.

LESS AND EXCEPT a parcel of land 35 feet by 50 feet in size and located at the northwest corner of the intersection of Sellger Drive and McGinnis Circle, which was conveyed from J. C. Aspinwall, et al, to the City of Norfolk by deed dated January 4, 1968, duly recorded in the Clerk's Office of the City of Norfolk, Virginia, in Deed Book 1105, at page 304, and corrected by deed dated May 27, 1968, duly recorded in the same Clerk's Office in Deed Book 1118, at page 619.

IT BEING the same property conveyed to A Family Partnership (now known as Aspinwall Family, LLC) from Peter A. Aglasto, III, Selma M. Aspinwall and John C. Aspinwall, III, Co-Executors of the Estate of John C. Aspinwall, Jr., by deed dated December 15, 1981, duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, in Deed Book 2307, at page 818.

Exhibit B

AGREEMENT OF ASSIGNMENT

THIS AGREEMENT OF ASSIGNMENT ("Assignment") is entered into as of the day of _____, _____ by and between _____ ("Exchange Seller") and _____ ("Intermediary").

RECITALS

Exchange Seller and _____ ("Buyer") entered into a real estate Purchase and Sales Agreement ("Agreement") dated _____, 20____, pursuant to which Seller agreed to transfer to Buyer certain real property ("Property") located in the City of Norfolk, Virginia.

The Agreement permits Exchange Seller to assign its rights under the Agreement to Intermediary so as to effect a deferred "like-kind" exchange with respect to Exchange Seller's interest in the Property.

Exchange Seller desires to assign its right, title and interest in and to the Agreement to Intermediary, and Intermediary desires to accept Exchange Seller's right, title and interest in and to the Agreement.

AGREEMENT

For and in consideration of the foregoing premises and other good and valuable consideration, the parties agree as follows:

Exchange Seller hereby assigns to Intermediary all of Exchange Seller's right, title and interest in the Agreement. Intermediary hereby accepts the assignment of Exchange Seller's right, title and interest in the Agreement. Exchange Seller further acknowledges that this Assignment in no way releases Exchange Seller from its agreements, obligations, representations and warranties under the Agreement.

This Agreement of Assignment shall become effective immediately before the closing of the conveyance of the Property to Buyer under the Agreement and shall be null and void in the event Buyer defaults under or otherwise breaches the Agreement.

A copy of this Assignment shall be given to Buyer before closing of the conveyance of the Property to Buyer and shall constitute notice to Buyer of the assignment as required under Treasury Regulations 1.1031(k)-1(g)(4)(v).

Nothing herein shall impose on Intermediary any liability, duty or obligation of any kind under the Agreement or relating to the Property.

Exhibit C

List of Existing Leases

1. 5827 Curlew Drive (Suite 6) – Lease with Security Storage & Van Company of Norfolk, Virginia, Inc. dated June 1, 1998, as amended. Lease term ends May 1, 2020.
2. 5786 Sellger Drive – Lease with Security Storage & Van Company of Norfolk, Virginia, Inc. as amended. Lease term ends May 1, 2020.
3. 5827 Curlew Drive (Space in Warehouse 1, 3, 4, 5 and Shop) – Leases with Bekins A-1 Movers, Inc. dated July 12, 2008, as amended. Lease terms end December 31, 2019.

Schedule C-1

Copies of Existing Leases

LEASE

THIS LEASE, made this 1st of June, 1998, by and between A Family Partnership (AFP), a Virginia general partnership, hereinafter called Landlord, party of the first part, and SECURITY STORAGE & VAN COMPANY OF NORFOLK, VIRGINIA, INC., a Virginia corporation, hereinafter referred to as Tenant, party of the second part.

WITNESSETH:

For and in consideration of the rent reserved hereunder and the mutual covenants and undertakings hereinafter set forth, the parties hereto do covenant and agree as follows:

1. (a) Landlord does hereby lease and demise unto Tenant and Tenant does hereby take and hire of the Landlord for a term of 65 months commencing on the 1st day of June, 1998 and ending on the 31st day of October, 2003, the real property and improvements thereon situated at 5827 Curlew Drive, Suite #6, Norfolk, Virginia 23502.

(b) The term of this lease shall be automatically extended for up to two (2) additional five (5) year periods upon the same terms and conditions, unless Tenant gives Landlord written notice six (6) months prior to the initial term of the first extended term, as the case may be, that the lease shall not be so extended.

2. The annual rent reserved under this lease to the Landlord for and during the term of this lease is the sum of \$34,356, which sum shall be paid by Tenant to Landlord in monthly installments of \$2,863 in advance of the first day of each month during the term hereof, beginning on the first day of June, 1998 as reflected in Schedule A. Tenant shall make payment of the rent as herein provided, without notice or demand, to the Landlord at 4545 South Boulevard, Virginia Beach, VA 23452, or to such other person or persons and at such other place as the Landlord may, from time to time, designate in a written notice to the Tenant.

3. At the end of the first term and at the end of each five (5) year period after the commencement of the term hereof and any extension period, the annual rent reserved hereinabove (herein referred to as base rent) shall be adjusted upward on the basis of the cost of living as reflected by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, using such Index for the month of May, 1998 as the base period. If such Index is no longer being published, then another Index generally recognized as authoritative shall be substituted by agreement of the parties hereto and, if the parties cannot agree, then by a Judge of the Circuit Court of the the City of Norfolk, Virginia, upon application of either party. The rent as so adjusted shall be and become the rent payable during the ensuing years until the next following adjustment as hereinabove provided, the same to be paid in installments as hereinabove set out. Notwithstanding the foregoing, however, no adjustment of annual rent shall reduce or increase the rent by more than 10% of the annual rent in effect immediately prior to the adjustment.

4. On and after the commencement of the lease term and so long as the lease term shall not have expired or have been terminated pursuant to agreement, the Tenant covenants and agrees to pay and discharge, as if the Tenant owned the property in fee simple, before any fine, penalty, interest or costs may be added, 24% of all real estate taxes, stormwater fees, and assessments for public improvements, municipal lessor license taxes on rentals, and 21% of all utility charges, including, but not limited to, prorata water charges and sewer and sewage disposal charges (hereinafter called Public Charges). Tenant shall have the right to contest the amount or validity in whole or in part of any public charge by appropriate proceedings diligently conducted in good faith, but only after payment of such public charge.

In the event Tenant fails to pay any public charge as provided herein, the Landlord may pay the same, together with any fine, penalty, interest or additional costs which may be added thereto for delayed payment or non-payment hereof, any such amounts paid by the Landlord, including interest, may be collected in the same manner as rent due from the Tenant to the Landlord under this lease.

In order to insure the payment of the real estate taxes when due, Tenant agrees that in addition to the rent reserved hereunder to pay Landlord on the first day of each month during the term hereof a sum equal to one-twelfth of the annual real estate taxes due and payable on the demised premises and the improvements to be constructed thereon.

Public charges relating to a fiscal period (a) a part of which occurs prior to the commencement of the lease term and a part of which occurs thereafter, or (b) a part of which occurs during the lease term and a part of which occurs after the expiration of termination of the lease term, shall be adjusted between the Landlord and the Tenant as of the date of commencement, expiration or termination of the lease term so that each party hereto shall pay its proportionate share.

5. The premises herein demised shall be utilized for the purpose of operating thereon moving, storage and warehousing business and for no other purpose without the written consent of Landlord, which consent will not unreasonably be withheld.

6. It is the intention of the Landlord and the Tenant that the rent herein specified shall be net to the Landlord in each year during the term of this lease and that all costs or expenses of every kind relating to the leased property shall be paid by Tenant.

The Landlord shall keep all buildings and improvements now existing or hereafter erected on the demised premises, insured against loss, damage and destruction by fire and such other hazards as are covered by and protected against under policies of insurance including Extended Coverage Insurance, said insurance to be in an amount not less than 90% of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such

insurance policies shall be written so that any loss thereunder shall be payable to the landlord. The Tenant will reimburse Landlord 24% of the property insurance expense for their leased space.

In the event of damage to or destruction of said buildings or improvements, any insurance proceeds shall, unless the Landlord and Tenant otherwise agree, be used, to the extent available and necessary, for the purpose of rebuilding, repairing or restoring the damaged or destroyed improvements.

No loss or damage by fire or other casualty, of or to any building or improvements on the premises at any time, shall operate to terminate this lease or to relieve or discharge the Tenant from the payment of taxes and rent as herein provided, as the same become due and payable, or from the performance and fulfilment of any of Tenant's obligations and undertakings hereunder except, that if the premises are untenable, the rental provided for herein shall be equitably abated in proportion to the loss of use of the premises during such time as the premises are being restored.

Tenant agrees to indemnify and save harmless the Landlord from any and all loss, damages or expenses arising out of any accident or other occurrence on or connected with the above described property, during the term hereof, causing damage to any person or property, and to carry at all times during the term of this lease, at the Tenant's expense, comprehensive liability insurance including public liability and property damage covering said property with limits, unless the Landlord and Tenant otherwise agree, of not less than \$1,000,000 for combined single limit coverage and to have any policy or policies of such insurance

to be so written as to protect the Landlord and Tenant as their respective interest may appear. Tenant shall name Landlord as an additional insured under said policies, and said policies shall be enclosed to provide that Landlord shall receive at least thirty (30) days prior written notice of cancellation or termination thereof or of any material change in scope or amount of coverage of such policy. Copies of memoranda of all such policies and endorsements thereto shall be delivered to the Landlord on request. Tenant shall be solely responsible for insuring the contents of the space they occupy.

8. The Tenant covenants and agrees to keep, at all times during the term hereof, the buildings and improvements which are placed on the demised premises, or any part hereof, in a good safe condition of repair, and upon termination of this lease, for any reason whatsoever, to surrender to the Landlord the said buildings and other improvements situated upon the demised premises together with all alterations and repairs thereof, in good order, condition and repair, reasonable wear and tear and damage by acts of God or war not covered by the above-mentioned insurance excepted.

Tenant shall keep and maintain the demised premises in a clean and orderly manner so as not to become a nuisance or adversely affect adjoining property.

9. If the demised premises or any portion thereof shall be taken by any governmental or other authority pursuant to the exercise of the power of eminent domain, all condemnation proceeds shall belong to the Landlord. Tenant shall not be entitled to any part of the condemnation award. If less than the entire demised premises shall be so condemned and the balance of the property can

reasonably be used by the Tenant for the purpose for which the same are demised hereunder, this lease shall not terminate but shall continue unimpaired for the remainder of the term except that the rent payable hereunder shall be equitably reduced and abated, during the balance of the term hereof. If such portion of the demised premises be taken that the remainder of the property cannot be used for substantially the same purpose as that for which it was being used at the taking, then, at the election of the Tenant, this lease may be terminated.

10. If Tenant shall fail to make any payment of rent when due, or to perform or keep any covenant or agreement herein contained, or ceases to occupy the premises before the expiration of the term hereof, after Landlord has given Tenant written notice of such failure to pay, default or vacation, Landlord may enter upon the premises, terminate this lease, and expel Tenant therefrom, without prejudice to other remedies available to Landlord. No such entry by Landlord will prevent him from the recovery of rent or damages for the breach of any of the covenants or conditions hereof by Tenant.

11. Tenant may assign this lease or sublease the premises or any part thereof without first obtaining Landlord's written consent. A merger or consolidation involving Tenant shall not be considered an assignment or subletting.

12. Until a party hereto is notified by the other to the contrary, all notices herein authorized or required to be given to Landlord shall be sent by prepaid mail addressed to A Family Partnership, c/o John C. Aspinwall, III, 4545 South Boulevard, Virginia Beach, VA 23452; and all notices herein authorized or required to be given to Tenant shall be addressed to A Family Partnership, c/o John C. Aspinwall, III, 4545 South Boulevard, Virginia Beach, VA 23452.

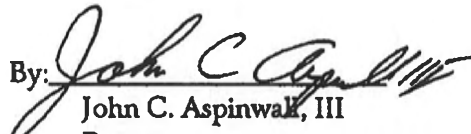
13. No assent or consent to changes in or waiver of any part of this lease shall be deemed or taken as made except the same be done in writing by the parties hereto, and no breach of any kind of any covenant herein contained shall be deemed to have been waived by Landlord unless expressly done or waived in writing by Landlord.

14. Any controversy or claim arising out of or relating to this lease, or the breach thereof, shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

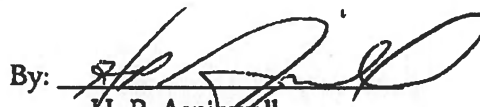
15. Tenant agrees to abide by all environmental laws. Tenant indemnifies and holds Landlord harmless from and against any and all claims for Tenant's failure to comply with all environmental laws and the American Disabilities Act.

WITNESS the following signatures and seals:

A FAMILY PARTNERSHIP

By: 
John C. Aspinwall, III
Partner

**SECURITY STORAGE & VAN COMPANY
OF NORFOLK, VIRGINIA, INC.**

By: 
H. P. Aspinwall
President

June 1, 2016

Mr. Flip Aspinwall
Security Storage & Van Company
5786 Sellger Drive
Norfolk, VA 23502

RE: Lease Amendment – 5827 Curlew Drive, Suite #6, Norfolk, VA

Dear Flip:

This is an amendment to the lease between Aspinwall Family, LLC and Security Storage & Van Company dated June 1, 1998. This lease term amendment begins June 1, 2016 and shall be for a period of five (5) years and will expire May 31, 2021. The rent will be increased by 1.5% annually. All other terms of the original lease renew.

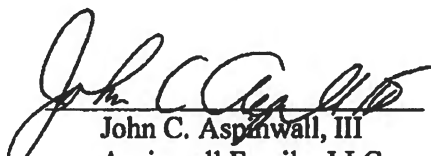
Below is a breakdown of the monthly calculation:

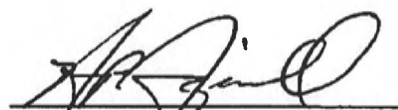
	<u>2003</u>	<u>2016</u>
Rent	\$2,823	\$2,865 ¹
Building Insurance	\$ 78	\$ 241
ADT	\$ 52	\$ -0-
Real Estate Tax Escrow	<u>\$ 149</u>	<u>\$ 354</u>
Monthly Payment	\$3,102	\$3,460

Five Year Base Rent Schedule:

	Monthly	Annual
2017 -	\$2,908	\$34,896 ^{F 3,503}
2018 -	\$2,952	\$35,242
2019 -	\$2,996	\$35,952
2020 -	\$3,041	\$36,492
2021 -	\$3,086	\$37,032

Beginning with your July 1, 2016 rent payment, the monthly Security check to Aspinwall Family, LLC should be \$3,460.


John C. Aspinwall, III
Aspinwall Family, LLC


H. P. Aspinwall
Security Storage & Van Company

ASPINWALL FAMILY, L.L.C.

4545 South Boulevard
Virginia Beach, VA 23452
(757) 473-8181
Fax: (757) 473-0423

June 1, 2016

Mr. Flip Aspinwall
Security Storage & Van Company
5786 Sellger Drive
Norfolk, VA 23502

RE: Lease Amendment - 5786 Sellger Drive, Norfolk, VA

Dear Flip:

This is an amendment to the lease between Aspinwall Family, LLC and Security Storage & Van Company dated October 11, 1978. This lease term amendment begins June 1, 2016 and shall be for a period of five (5) years and will expire May 31, 2021. The rent will be increased by 1.5% annually. All other terms of the original lease renew.

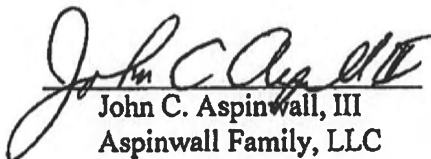
Below is a breakdown of the monthly calculation:

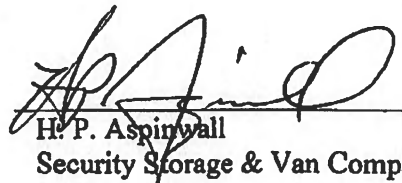
	<u>2013</u>	<u>2016</u>	
Rent	\$9,541	\$9,684 v	
Real Estate Tax Escrow	<u>\$ 902</u>	<u>\$ 1,692</u>	24304
Monthly Payment	\$10,443	\$11,376	

Five Year Base Rent Schedule:

	<u>Monthly</u>	<u>Annual</u>	
2017 -	\$ 9,829	\$117,948	11,521/mo
2018 -	\$ 9,977	\$119,724	
2019 -	\$10,126	\$121,512	
2020 -	\$10,278	\$123,336	
2021 -	\$10,432	\$125,184	

Beginning with your July 1, 2016 rent payment, the monthly Security check to Aspinwall Family, LLC should be \$11,376.


John C. Aspinwall, III
Aspinwall Family, LLC


H. P. Aspinwall
Security Storage & Van Company

ASPINWALL FAMILY, L.L.C.

4545 South Boulevard
Virginia Beach, VA 23452
(757) 473-8181

September 11, 2018

Mr. Henry Aspinwall
Security and Storage & Van Company
5786 Sellger Drive
Norfolk VA 23502

Re: Lease Amendment 5786 Sellger Drive, Norfolk

This amendment to the lease agreement is made by and between Aspinwall Family LLC, ("Landlord") and Security Storage & Van Company ("Tenant"). The effective date of this Amendment is October 1st, 2018.

Recitals

Landlord and Tenant desire to amend the Lease to replace the tenant's obligation to provide property insurance coverage with a monthly insurance reimbursement.

Agreement

1. Landlord and Tenant hereby agree to remove the tenants' responsibility "to keep all buildings and improvements now existing or hereafter erected on the demised premises, insured against loss, damage and destruction by fire and such other hazards as are covered by and protected against under policies of insurance..." as outlined in Section Six of the lease agreement.
2. Landlord and Tenant hereby agree that the Landlord shall obtain the necessary insurance on all buildings on the demised premises.
3. Landlord and Tenant hereby agree that the Tenant will reimburse Landlord monthly for insurance cost as part of the monthly rent payment.

Beginning October 1, 2018 through May 1, 2019 the monthly rent for 5786 Sellger Drive will be:

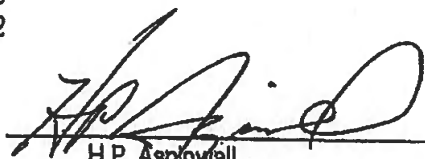
Base Rent	\$ 9,977
Real Estate Tax	\$ 1,721
<u>Building Insurance</u>	<u>\$ 503</u>
Total	\$12,201

The base rent schedule for the remainder of the current lease term is unchanged and presented below:

Date	Monthly
June 1, 2019	\$10,128
June 1, 2020	\$10,278
June 1, 2021	\$10,432



John C. Aspinwall, IV
Aspinwall Family, LLC



H.P. Aspinwall
Security Storage & Van Company

ASPINWALL FAMILY, L.L.C.

4545 South Boulevard
Virginia Beach, VA 23452
(757) 473-8181

November 6, 2018

Mr. Henry Aspinwall
Security and Storage & Van Company
5786 Sellger Drive
Norfolk VA 23502

Re: Lease Amendment 5786 Sellger Drive & 5827 Curlew Drive, Suite 6

This amendment to the lease agreement dated October 11, 1978 is made by and between Aspinwall Family LLC, ("Landlord") and Security Storage & Van Company ("Tenant").

Recitals

Landlord and Tenant desire to amend the Lease to amend the current lease term.


Agreement

1. Landlord and Tenant hereby agree to adjust the current lease term to end on May 1, 2020.
2. Landlord and Tenant hereby agree that the Tenant will receive an inducement of \$250,000 in exchange for agreeing to this modification.
3. Landlord and Tenant hereby agree that if the purchase agreement between Franklin Johnston Group Management & Development, LLC and Aspinwall Family LLC is terminated on or before May 1, 2020, this amendment will also be terminated.



H.P. Aspinwall

11/06/2018
Date



John C. Aspinwall, III

11/6/18
Date

LEASE - WAREHOUSE 1 & SHOP

THIS LEASE made this 12th day of July, 2008, effective retroactive to June 1, 2008, by and between A FAMILY PARTNERSHIP (AFP), a Virginia general partnership, hereinafter called Landlord, party of the first part, and BEKINS A-1 MOVERS, INC., a Virginia corporation, hereinafter referred to as Tenant, party of the second part.

WITNESSETH:

For and in consideration of the rent reserved hereunder and the mutual covenants and undertakings hereinafter set forth, the parties hereto do covenant and agree as follows:

1. **Leased Premises.**

(a) Landlord does hereby lease and demise unto Tenant and Tenant does hereby take and hire of the Landlord for a term of one (1) year commencing on the 1st day of June, 2008, and ending on the 31st day of May, 2009, the real property and improvements thereon known as Warehouse One and the Shop, situated at 5827 Curlew Drive, Norfolk, Virginia 23502, consisting of 13,600 square feet more or less.

(b) the term of this lease shall be automatically extended for one (1) year periods at the end of the initial lease term as well as at the end of the first one year renewal term upon the same terms and conditions, unless Tenant gives to Landlord written notice sixty (60) days prior to termination of the then current term that the lease shall not be so extended.

2. **Rent.**

(a) During the period June 1, 2008, through November 30, 2008, the rent reserved under this lease to the Landlord is the sum of \$6,000.00, which sum shall be paid by Tenant to Landlord in monthly installments of \$1,000.00, payable in advance on the first day of each month beginning June 1, 2008.

(b) The rent reserved under this lease to the Landlord during the remainder of the initial one(year) lease term is the sum of \$32,000.00, which sum shall be paid by Tenant to Landlord in monthly installments of \$5,383.33 on the first day of each month beginning December 1, 2008,

Tenant shall make payment of the rent as herein provided, without notice or demand, to the Landlord at 4545 South Boulevard, Virginia Beach, VA 23452, or to such other person or persons and at such other place as the Landlord may, from time to time, designate in a written notice to the Tenant.

3. **Renewal Term.** At the end of the first term and for any extension period, the annual rent reserved hereinabove (herein referred to as base rent) shall be adjusted upward on the basis of the cost of living as reflected by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, using Index for the month of May, 2008, as the base period. If such Index is no longer being published, then another Index generally recognized as authoritative shall be substituted by agreement of the parties hereto and, if the parties cannot agree, then by a Judge of the Circuit Court of the City of Norfolk, Virginia, upon application of either party. The rent as so adjusted shall be and become the rent payable during the ensuing year until the next following adjustment as hereinabove provided, the same to be paid in installments as hereinabove set out.

4. **Utilities.** On and after the commencement of the lease term and so long as the lease term shall not have expired or have been terminated pursuant to agreement, the Tenant covenants and agrees to pay and discharge all charges for gas, electricity, heat, telephone, internet communications, sewerage, water, solid waste, storm water, and the taxes and fees related thereto.

5. **Use of Premises.** The premises herein demised shall be utilized for the purpose of operating thereon moving, storage and warehousing business and for no other purpose without the written consent of Landlord, which consent will not unreasonably be withheld.

6. **Real Estate Taxes.** Landlord will pay all real estate taxes assessed against the premises and will provide or pay for a security system for the premises.

7. **Building Insurance.** The Landlord shall keep all buildings and improvements now existing or hereafter erected on the demised premises, insured against loss, damage and destruction by fire and such other hazards as are covered by and protected against under policies of insurance, including Extended Coverage Insurance, said insurance to be in an amount not less than 90% of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance policies shall be written so that any loss there under shall be payable to the Landlord.

In the event of damage to or destruction of said buildings or improvements, any insurance proceeds shall, unless the Landlord and Tenant otherwise agree, be used, to the extent available and necessary, for the purpose of rebuilding, repairing or restoring the damaged or destroyed improvements.

No loss or damage by fire or other casualty, of or to any building or improvements on the premises at any time, shall operate to terminate this lease or to relieve or discharge the Tenant from the payment of rent and utilities as herein provided, as the same become due and payable, or from the performance and fulfillment of any of Tenant's obligations and undertakings hereunder, except that if the premises are untenable, the rental provided for

herein shall be equitably abated in proportion to the loss of use of the premises during such time as the premises are being restored.

8. **Indemnity and Public Liability Insurance.** Tenant agrees to indemnify and save harmless the Landlord from any and all loss, damages or expenses arising out of any accident or other occurrence on or connected with the above-described property, during the term hereof, causing damage to any person or property, and to carry at all times during the term of this lease, at the Tenant's expense, comprehensive liability insurance, including public liability and property damage covering said property with limits, unless the Landlord and Tenant otherwise agree, of not less than \$1,000,000 for combined single limit coverage, and \$2,000,000 in the aggregate, and to have any policy or policies of such insurance to be so written as to protect the Landlord and Tenant as their respective interest may appear. Tenant shall name Landlord as an additional insured under said policies, and said policies shall be enclosed to provide that Landlord shall receive at least thirty (30) days prior written notice of cancellation or termination thereof or of any material change in scope or amount of coverage of such policy. Copies or memoranda of all such policies shall be delivered to the Landlord on request.

The Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased property, or covered by insurance in connection with property on or activities conducted on the leased property, regardless of the cause of the damage or loss.

9. **Quiet Possession.** Landlord covenants and agrees that Tenant, upon paying the rent and all of the charges herein provided for and observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, shall have quiet and peaceable

possession of the demised premises, without hindrance or molestation of any person or persons whatsoever, during the term of this lease.

10. **Building Maintenance and Repair.** Tenant covenants and agrees to keep, at all times during the term hereof, the buildings and improvements which are placed on the demised premises, or any part thereof, in a good safe condition, perform such minor repairs or replacement to the premises damaged by reason of Tenant's use and occupancy during any term, and upon termination of this lease, for any reason whatsoever, to surrender to the Landlord the said buildings and other improvements situated upon the demised premises in good order, condition and repair, reasonable wear and tear and damage by acts of God or war not covered by the above-mentioned insurance excepted.

Tenant shall keep and maintain the demised premises in a clean and orderly manner so as not to become a nuisance or adversely affect adjoining property.

11. **Alterations.** Tenant will make no alterations to the demised premises except with the express written consent of the Landlord, which consent will not be unreasonably withheld.

12. **Eminent Domain.** If the demised premises or any portion thereof shall be taken by any governmental or other authority pursuant to the exercise of the power of eminent domain, all condemnation proceeds shall belong to the Landlord. Tenant shall not be entitled not any part of the condemnation award. If less than the entire demised premises shall be so condemned and the balance of the property can reasonably be used by the Tenant for the purpose for which the same are demised hereunder, this lease shall not terminate but shall continue unimpaired for the remainder of the term except that the rent payable hereunder shall be equitably reduced and abated during the balance of the term hereof. If such portion of the demised premises be taken

that the remainder of the property cannot be used for substantially the same purpose as that for which it was being used at the taking, then, at the election of the Tenant, this lease may be terminated.

13. **Default and Right of Re-entry.** If Tenant shall fail to make any payment of rent when due, or to perform or keep any covenant or agreement herein contained, or ceases to occupy the premises before the expiration of the term hereof, after Landlord has given Tenant written notice of such failure to pay, default or vacation, Landlord may enter upon the premises, terminate this lease, and expel Tenant there from, without prejudice to other remedies available to Landlord. No such entry by Landlord will prevent it from the recovery of rent or damages for the breach of any of the covenants or conditions hereof by Tenant.

14. **Assignment and Subletting.** Tenant may not assign this lease or sublease the premises or any part thereof without first obtaining Landlord's written consent. A merger or consolidation involving Tenant shall not be considered an assignment or subletting.

15. **Notices.** Until a party hereto is notified by the other to the contrary, all notices herein authorized or required to be given to Landlord shall be sent by prepaid mail addressed to A Family Partnership, c/o John C. Aspinwall, III, 4545 South Boulevard, Virginia Beach, VA 23452; and all notices herein authorized or required to be given to Tenant shall be addressed to Terrance G. Kostoff, c/o Bekins A-1 Movers, Inc., 125 Stewart Road, Hanover Industrial Park, Wilkes Barre, PA 18706, Fax No. 570-821-6115.

16. **Entire Agreement.** No assent or consent to changes in or waiver of any part of this lease shall be deemed or taken as made except the same be done in writing by the parties hereto, and no breach of any kind of any covenant herein contained shall be deemed to have been waived by Landlord unless expressly done or waived in writing by Landlord.

17. **Choice of Law.** Any controversy or claim arising out of or relating to this lease, or the breach hereof, shall be subject to the jurisdiction of the Circuit Court of the City of Norfolk, Virginia. This lease shall be interpreted under the laws of the Commonwealth of Virginia.

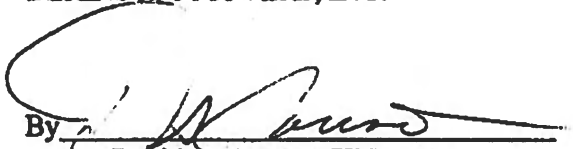
18. **Compliance with Laws.** Tenant agrees to abide by all environmental laws. Tenant indemnifies and holds Landlord harmless from and against any and all claims for Tenant's failure to comply with all environmental laws and the American Disabilities Act.

WITNESS the following signatures and seals:

A FAMILY PARTNERSHIP

By 
John C. Aspinwall, III
Partner

BEKINS A-1 MOVERS, INC.

By 
David A. Caruso, CEO

13716501

LEASE - WAREHOUSES 3, 4 & 5

THIS LEASE made this 12th day of July, 2008, effective retroactive to June 1, 2008, by and between A FAMILY PARTNERSHIP (AFP), a Virginia general partnership, hereinafter called Landlord, party of the first part, and BEKINS A-1 MOVERS, INC., a Virginia corporation, hereinafter referred to as Tenant, party of the second part.

WITNESSETH:

For and in consideration of the rent reserved hereunder and the mutual covenants and undertakings hereinafter set forth, the parties hereto do covenant and agree as follows:

1. **Leased Premises.**

(a) Landlord does hereby lease and demise unto Tenant and Tenant does hereby take and hire of the Landlord for a term of one (1) year commencing on the 1st day of June, 2008, and ending on the 31st day of May, 2009, the real property and improvements thereon known as Warehouses 3, 4 and 5 situated at 5827 Curlew Drive, Norfolk, Virginia 23502, consisting of 25,081 square feet more or less.

(b) the term of this lease shall be automatically extended for one (1) year periods at the end of the initial lease term as well as at the end of the first one year renewal term upon the same terms and conditions, unless Tenant gives to Landlord written notice sixty (60) days prior to termination of the then current term that the lease shall not be so extended.

2. **Rent and Security Deposit.**

(a) The annual rent reserved under this lease to the Landlord for and during the term of this lease is the sum of \$119,135.00, which sum shall be paid by Tenant to Landlord in monthly installments of \$9,928.00, in advance, on the first day of each month during the term hereof, beginning on the 1st day of June, 2008.

(b) Tenant shall make payment of the rent as herein provided, without notice or demand, to the Landlord at 4545 South Boulevard, Virginia Beach, VA 23452, or to such other person or persons and at such other place as the Landlord may, from time to time, designate in a written notice to the Tenant.

(c) Tenant will pay to Landlord a security deposit of \$9,928.00 on June 1, 2008.

3. **Renewal Term.** At the end of the first term and for any extension period, the annual rent reserved hereinabove (herein referred to as base rent) shall be adjusted upward on the basis of the cost of living as reflected by the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, using Index for the month of May, 2008, as the base period. If such Index is no longer being published, then another Index generally recognized as authoritative shall be substituted by agreement of the parties hereto and, if the parties cannot agree, then by a Judge of the Circuit Court of the City of Norfolk, Virginia, upon application of either party. The rent as so adjusted shall be and become the rent payable during the ensuing year until the next following adjustment as hereinabove provided, the same to be paid in installments as hereinabove set out.

4. **Utilities.** On and after the commencement of the lease term and so long as the lease term shall not have expired or have been terminated pursuant to agreement, the Tenant covenants and agrees to pay and discharge all charges for gas, electricity, heat, telephone, internet communications, sewerage, water, solid waste, storm water, and the taxes and fees related thereto.

5. **Use of Premises.** The premises herein demised shall be utilized for the purpose of operating thereon moving, storage and warehousing business and for no other purpose without the written consent of Landlord, which consent will not unreasonably be withheld.

6. **Real Estate Taxes.** Landlord will pay all real estate taxes assessed against the premises and will provide or pay for a security system for the premises.

7. **Building Insurance.** The Landlord shall keep all buildings and improvements now existing or hereafter erected on the demised premises, insured against loss, damage and destruction by fire and such other hazards as are covered by and protected against under policies of insurance, including Extended Coverage Insurance, said insurance to be in an amount not less than 90% of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance policies shall be written so that any loss there under shall be payable to the Landlord.

In the event of damage to or destruction of said buildings or improvements, any insurance proceeds shall, unless the Landlord and Tenant otherwise agree, be used, to the extent available and necessary, for the purpose of rebuilding,, repairing or restoring the damaged or destroyed improvements.

No loss or damage by fire or other casualty, of or to any building or improvements on the premises at any time, shall operate to terminate this lease or to relieve or discharge the Tenant from the payment of rent and utilities as herein provided, as the same become due and payable, or from the performance and fulfillment of any of Tenant's obligations and undertakings hereunder, except that if the premises are untenable, the rental provided for

herein shall be equitably abated in proportion to the loss of use of the premises during such time as the premises are being restored.

8. **Indemnity and Public Liability Insurance.** Tenant agrees to indemnify and save harmless the Landlord from any and all loss, damages or expenses arising out of any accident or other occurrence on or connected with the above-described property, during the term hereof, causing damage to any person or property, and to carry at all times during the term of this lease, at the Tenant's expense, comprehensive liability insurance, including public liability and property damage covering said property with limits, unless the Landlord and Tenant otherwise agree, of not less than \$1,000,000 for combined single limit coverage, and \$2,000,000 in the aggregate, and to have any policy or policies of such insurance to be so written as to protect the Landlord and Tenant as their respective interest may appear. Tenant shall name Landlord as an additional insured under said policies, and said policies shall be enclosed to provide that Landlord shall receive at least thirty (30) days prior written notice of cancellation or termination thereof or of any material change in scope or amount of coverage of such policy. Copies or memoranda of all such policies shall be delivered to the Landlord on request.

The Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased property, or covered by insurance in connection with property on or activities conducted on the leased property, regardless of the cause of the damage or loss.

9. **Quiet Possession.** Landlord covenants and agrees that Tenant, upon paying the rent and all of the charges herein provided for and observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, shall have quiet and peaceable

possession of the demised premises, without hindrance or molestation of any person or persons whatsoever, during the term of this lease.

10. **Building Maintenance and Repair.** Tenant covenants and agrees to keep, at all times during the term hereof, the buildings and improvements which are placed on the demised premises, or any part thereof, in a good safe condition, perform such minor repairs or replacement to the premises damaged by reason of Tenant's use and occupancy during any term, and upon termination of this lease, for any reason whatsoever, to surrender to the Landlord the said buildings and other improvements situated upon the demised premises in good order, condition and repair, reasonable wear and tear and damage by acts of God or war not covered by the above-mentioned insurance excepted.

Tenant shall keep and maintain the demised premises in a clean and orderly manner so as not to become a nuisance or adversely affect adjoining property.

11. **Alterations.** Tenant will make no alterations to the demised premises except with the express written consent of the Landlord, which consent will not be unreasonably withheld.

12. **Eminent Domain.** If the demised premises or any portion thereof shall be taken by any governmental or other authority pursuant to the exercise of the power of eminent domain, all condemnation proceeds shall belong to the Landlord. Tenant shall not be entitled not any part of the condemnation award. If less than the entire demised premises shall be so condemned and the balance of the property can reasonably be used by the Tenant for the purpose for which the same are demised hereunder, this lease shall not terminate but shall continue unimpaired for the remainder of the term except that the rent payable hereunder shall be equitably reduced and abated during the balance of the term hereof. If such portion of the demised premises be taken

that the remainder of the property cannot be used for substantially the same purpose as that for which it was being used at the taking, then, at the election of the Tenant, this lease may be terminated.

13. **Default and Right of Re-entry.** If Tenant shall fail to make any payment of rent when due, or to perform or keep any covenant or agreement herein contained, or ceases to occupy the premises before the expiration of the term hereof, after Landlord has given Tenant written notice of such failure to pay, default or vacation, Landlord may enter upon the premises, terminate this lease, and expel Tenant there from, without prejudice to other remedies available to Landlord. No such entry by Landlord will prevent it from the recovery of rent or damages for the breach of any of the covenants or conditions hereof by Tenant.

14. **Assignment and Subletting.** Tenant may not assign this lease or sublease the premises or any part thereof without first obtaining Landlord's written consent. A merger or consolidation involving Tenant shall not be considered an assignment or subletting.

15. **Notices.** Until a party hereto is notified by the other to the contrary, all notices herein authorized or required to be given to Landlord shall be sent by prepaid mail addressed to A Family Partnership, c/o John C. Aspinwall, III, 4545 South Boulevard, Virginia Beach, VA 23452; and all notices herein authorized or required to be given to Tenant shall be addressed to Terrance G. Kostoff, c/o Bekins A-1 Movers, Inc., 125 Stewart Road, Hanover Industrial Park, Wilkes Barre, PA 18706, Fax No. 570-821-6115.

16. **Entire Agreement.** No assent or consent to changes in or waiver of any part of this lease shall be deemed or taken as made except the same be done in writing by the parties hereto, and no breach of any kind of any covenant herein contained shall be deemed to have been waived by Landlord unless expressly done or waived in writing by Landlord.

17. **Choice of Law.** Any controversy or claim arising out of or relating to this lease, or the breach hereof, shall be subject to the jurisdiction of the Circuit Court of the City of Norfolk, Virginia. This lease shall be interpreted under the laws of the Commonwealth of Virginia.


18. **Compliance with Laws.** Tenant agrees to abide by all environmental laws. Tenant indemnifies and holds Landlord harmless from and against any and all claims for Tenant's failure to comply with all environmental laws and the American Disabilities Act.

WITNESS the following signatures and seals:

A FAMILY PARTNERSHIP

By 
John C. Aspinwall, III
Partner

BEKINS A-1 MOVERS, INC.

By 
David A. Caruso, CEO

13716141

FIRST LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT is made as of January 3rd, 2018, by and between Aspinwall Family LLC, a Virginia limited liability company, successor in interest to A Family Partnership (AFP), a Virginia general partnership, ("Landlord") and Bekins A-1 Movers, Inc., a Virginia corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant executed a Lease – Warehouse 1 & Shop dated July 12, 2008, covering the real property and improvements known as Warehouse One and the Shop (hereinafter referred to as the "Warehouse 1 & Shop Lease"), and a Lease – Warehouses 3, 4 & 5 dated July 12, 2008, covering the real property and improvements known as Warehouses 3, 4 and 5, consisting of 9,424 square feet within Warehouse 3, 12,361 square feet within Warehouse 4, and 11,090 square feet within Warehouse 5 for a total of 32,875 square feet (hereinafter referred to as the "Warehouses 3, 4 and 5 Lease") (the Warehouse 1 & Shop Lease and the Warehouses 3, 4 and 5 Lease together with any and all other amendments, extensions and/or modifications thereof, are hereinafter referred to collectively as the "Lease"), for certain premises (the "Original Leased Premises") located at 5827 Curlew Drive, Norfolk, VA 23502, and as more particularly described in the Lease.

WHEREAS, Landlord and Tenant desire to modify the terms and conditions of the Lease, in order to (i) reduce the Original Leased Premises by the Shop area contained in the Warehouse 1 & Shop Lease, (ii) extend the term of the Lease, and (iii) otherwise modify the terms and conditions of the Lease pursuant to the terms of this First Lease Amendment in "as is" condition with no tenant improvements required by Landlord.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Reduced Leased Premises:** Effective as of February 1, 2018, the Original Leased Premises shall be reduced by the Shop area contained in the Warehouse 1 & Shop Lease. The reduced premises shall consist of 13,649 square feet within Warehouse 1, 9,424 square feet within Warehouse 3, 12,361 square feet within Warehouse 4, and 11,090 square feet within Warehouse 5 for a total of 46,524 square feet (the "Reduced Leased Premises"). Accordingly, effective February 1, 2018, all portions of the Original Leased Premises not included within the Reduced Leased Premises, are and shall be released from the Lease and shall revert to Landlord. The term "Leased Premises" in the Lease shall mean the Reduced Leased Premises.
2. **Term:** The Term of the Lease is hereby extended for twelve (12) months commencing on February 1, 2018 and expiring on January 31, 2019 (the "Renewal Term").
3. **Rent:** Effective as of February 1, 2018, the base rent for the Renewal Term shall be Twelve Thousand One Hundred and No/100 Dollars (\$12,100.00) per month payable in advance on the first business day of each and every month thereafter.
4. **Renewal Term:** Section 3 of the Warehouse 1 & Shop Lease and Section 3 of the Warehouses 3, 4 and 5 Lease, Renewal Term, are hereby amended by deleting them in

their entirety and substituting the following in lieu thereof:

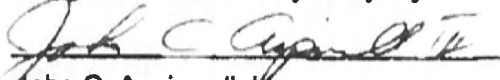
This Lease shall automatically renew and continue in full force and effect on a month-to-month basis at the same rental and subject to all terms, conditions, covenants, promises and agreements contained herein, unless terminated by either Landlord or Tenant in writing to the other party with sixty (60) days prior notice.

5. **Counterpart:** This First Lease Amendment may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same agreement. Signature on this First Lease Amendment may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any such signature, facsimile, pdf file or copy of this signed First Lease Amendment shall be construed and treated as the original and shall be binding as if it were the original.
6. All other terms and conditions of the Lease are hereby ratified and shall remain in full force and effect. In the event of a conflict between this First Lease Amendment and the Lease, this First Lease Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the date first written above.


LANDLORD:

Aspinwall Family LLC,
a Virginia limited liability company

By: 
Name: John C. Aspinwall, III
Its: Landlord
Date: January 3, 2018

TENANT:

Bekins A-1 Movers, Inc.,
a Virginia corporation

By: 
Name: SCOTT HARVEY
Its: PRESIDENT
Date: 1/3/2018

SECOND LEASE AMENDMENT

THIS SECOND LEASE AMENDMENT is made as of 10/30/2018, 2018, by and between Aspinwall Family LLC, a Virginia limited liability company, successor in interest to A Family Partnership (AFP), a Virginia general partnership, ("Landlord") and Bekins A-1 Movers, Inc., a Virginia corporation ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant executed a Lease – Warehouse 1 & Shop dated July 12, 2008, covering the real property and improvements known as Warehouse 1 consisting of 13,649 square feet within Warehouse 1 (hereinafter referred to as the "Warehouse 1 Lease"), and a Lease – Warehouses 3, 4 & 5 dated July 12, 2008, covering the real property and improvements known as Warehouses 3, 4 and 5, consisting of 9,424 square feet within Warehouse 3, 12,361 square feet within Warehouse 4, and 11,090 square feet within Warehouse 5 for a total of 32,875 square feet (hereinafter referred to as the "Warehouses 3, 4 and 5 Lease"), as both were amended by that certain First Lease Amendment dated January 3, 2018 (the Warehouse 1 Lease, the Warehouses 3, 4 and 5 Lease, and the First Lease Amendment together with any and all other amendments, extensions and/or modifications thereof, are hereinafter referred to collectively as the "Lease"), for certain premises (the "Leased Premises") located at 5827 Curlew Drive, Norfolk, VA 23502, and as more particularly described in the Lease.

WHEREAS, the term of the Lease is currently scheduled to expire on January 31, 2019; and,

WHEREAS, Landlord and Tenant desire to further modify the terms and conditions of the Lease, in order to (i) extend the term of the Lease, and (ii) otherwise modify the terms and conditions of the Lease pursuant to the terms of this Second Lease Amendment in "as is" condition with no tenant improvements required by Landlord.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Term:** The Term of the Lease is hereby extended for eleven (11) months commencing on February 1, 2019 and expiring on December 31, 2019 (the "Second Renewal Term").
2. **Rent:** Effective as of February 1, 2019, the base rent for the Second Renewal Term shall be Twelve Thousand and No/100 Dollars (\$12,000.00) per month payable in advance on the first business day of each and every month thereafter.
3. **Renewal Term:** Paragraph 4 of the First Lease Amendment to the Lease, Renewal Term, is hereby amended by deleting them in their entirety and substituting the following in lieu thereof:

This Lease shall automatically renew and continue in full force and effect on a month-to-month basis at the same rental and subject to all terms, conditions, covenants, promises and agreements contained herein, unless terminated by either Landlord or Tenant in writing to the other party with sixty (60) days prior notice.

4. **Counterpart:** This Second Lease Amendment may be executed in multiple original counterparts, each of which shall be deemed an original, and together they shall constitute one and the same agreement. Signature on this Second Lease Amendment may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format ("pdf") file which shall be treated as an original signature, and any

such signature, facsimile, pdf file or copy of this signed Second Lease Amendment shall be construed and treated as the original and shall be binding as if it were the original.

- 5. All other terms and conditions of the Lease are hereby ratified and shall remain in full force and effect. In the event of a conflict between this Second Lease Amendment, the First Lease Amendment, and the Lease, this Second Lease Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the date first written above.

LANDLORD:

Aspinwall Family LLC,
a Virginia limited liability company

By: [Signature]
Name: John C. Aspinwall III
Its: MANAGER/MEMBER

STATE OF Virginia
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing Second Lease Amendment was acknowledged before me this 7 day of November, 2018, by John C. Aspinwall III (Name), Manager (Title) of Aspinwall Family LLC on behalf of said limited liability company.

[Signature]
Notary Public

My Commission Expires: 07/31/22

JESSICA ELLEN SINGER
NOTARY PUBLIC
REGISTRATION # 7797289
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
JULY 31, 2022

TENANT:

Bekins A-1 Movers, Inc.,
a Virginia corporation

By: [Signature]
Name: Scott Harvey
Its: PRESIDENT

STATE OF Florida
CITY/COUNTY OF Sarasota, to-wit:

The foregoing Second Lease Amendment was acknowledged before me this 28 day of October, 2018, by Scott Harvey (Name), President (Title) of Bekins A-1 Movers, Inc. on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: 5/28/19

DONALD WOOD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF23573
Expires 5/28/2019

From: John Aspinwall <wiildhare@gmail.com>
To: Jack Aspinwall <jca913@gmail.com>; CINDY <CCindyBell@aol.com>
Subject: Fwd: Norfolk Rent
Date: Thu, Aug 28, 2014 9:38 pm

*Please
Addendum - 8/28/14*

----- Forwarded message -----

From: <TGKostoff@aol.com>
Date: Thu, Aug 28, 2014 at 4:26 PM
Subject: Re: Norfolk Rent
To: wiildhare@gmail.com
Cc: dacaruso1@aol.com, bevyacemvg@aol.com

John...

We acknowledge receipt and Agree to the 90 day notification change.....

Thank you for working this out.

Terry

In a message dated 8/28/2014 3:24:25 P.M. Eastern Daylight Time, wiildhare@gmail.com writes:

Terri,
We accept the above proposal with only one exception. In our previous agreement dated 4/12/10, we had agreed to a 90-day written notice instead of 60 days that is mentioned in your e-mail. David Caruso and I just spoke and he and I have agreed to continue with the 90-day written notice of lease termination. Please acknowledge receipt and acceptance of this 90-day notification change. JOHN ASPINWALL

On Thu, Aug 28, 2014 at 2:47 PM, <TGKostoff@aol.com> wrote:
John,

I'll attempt below to memorialize the going forward lease terms based on your call with David Caruso yesterday.

We agree to the following rent modifications to the lease between Bekins A-1 Movers and A Family Partnership dated July 12, 2008.

- SEP - DEC 14 \$5,000 per month (a combined \$24,000 "Shortage")
- JAN - JUN 15 \$11,000 per month
- JUL - DEC 15 \$15,000 per month (a combined \$24,000 "Excess")

In the event Bekins A-1 Movers exercises its option to terminate the existing lease and properly provides A Family 60 days notice within the above referenced sixteen month time frame, A-1 will at that time pay back any of the SEP-DEC 14 utilized Shortage (up to \$24,000), minus any Excess that may have been paid in the JUL-DEC 15 timeframe.

If this acceptable to you, please acknowledge. Thanks!

Terry Kostoff

Real Estate Tax Assessments

CITY OF NORFOLK - NORFOLK AIR

Tax Account: 43849510
5827 CURLEW DRIVE

Total Value
\$1,079,800

REAL ESTATE

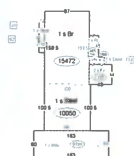
Property Detail

Account Number	43849510
GPIN	1457432668
Parent Account	-
Neighborhood	251690
Owner Name	A Family Partnership
Property Address	5827 CURLEW DRIVE
Property Use	Industrial
Building(s)	C01
Plate	1252
House Plate Number	303
Mailing Address	4545 South Blvd Virginia Beach VA 23452
Legal Description	B-2 1.72037 Ac
Parcel Approximate Area (Sq Ft)	78,749 sqft
Parcel Approximate Acreage	1.8079 acres

Commercial / Industrial Property

▼ Building - C01 - 340 Ind Lt Mfg/Assembly

Year Built	1956
Construction Quality	Average
Number of Floors	2
Total Building Area	42,267 sqft
HVAC	Space Heater; Warmed and Cool
Framing	-
Framing Class	Fire Resistant; Wood Joist
Sprinkler	No Sprinkler System
Paving	Yes
Paving	616 sqft



SALES / VALUE HISTORY

Sales History

OWNER	TRANSFER DATE	SALE PRICE	TYPE	DEED REFERENCE
A Family Partnership	10/14/1997	\$470,000		
Steel Properties Lc	09/23/1992	\$347,000		
Tidewater Steel Sales, Inc	12/28/1984	\$450,000		

Assessment History

EFFECTIVE DATE	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
07/01/2019	\$315,000	\$764,800	\$1,079,800
07/01/2018	\$315,000	\$712,800	\$1,027,800
07/01/2017	\$315,000	\$712,800	\$1,027,800
07/01/2016	\$315,000	\$663,300	\$978,300
07/01/2015	\$315,000	\$663,300	\$978,300

MUNICIPAL SERVICES

Street Sweeping	4TH FRIDAY
Trash Pick Up Day	Tuesday
Trash Route Section	130
Trash Route Number	131
Recycle Day	Tuesday / WEEK ONE
Nearest Recreation Facility	Fairlawn Recreation Center
Recreation Facility Address	1014 Kempsville Road
Recreation Phone Number	441-5670
Nearest Park	Poplar Hall Elementary School
Park Address	5523 Pebble Lane
Nearest Library	JANAF BRANCH LIBRARY
Stormwater Shed	09
Stormwater Basin	M16175

SCHOOLS

Elementary School

Fairlawn Elementary School

Address: 1132 Wade St
Phone: (757) 892-3260

[School Website](#)

Middle School

Lake Taylor Middle School

Address: 1380 Kempsville Road
Phone: (757) 892-3230

[School Website](#)

High School

Booker T. Washington High School

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

[School Website](#)

PLANNING

HUB Zone	NA
Enterprise Zone	NA
Neighborhood Service Area	7
Census Tract Number	69.02
Census Tract Name	RIVER FOREST SHORES, EASTON
Census Block Number	2030
Planning District Name	PD 81 - RIVER FORREST
Planning District Number	81
GEM Property	No

Zoning

Zone(s)	TOD-S		
Overlay District(s)	Coastal Resilience Overlay		
Conditional Use Permit(s)	47516		
Conditional Zone(s)			
CBPA Resource Protection Area	No		
CBPA Intensely Developed Area	No		
Historic District Name	NA	Historic District Type	NA
Character District	Suburban		

Zoning data is for informational purposes only.
For zoning questions and official zoning interpretations, contact:
Department of Planning & Community Development at 757-664-4752 or
[Click Here](#) to send an email

PUBLIC SAFETY

Dominion Power Grid Panel	N0716C
Approximate Distance to Nearest Fire Hydrant (Ft)	363 ft
Fire & Rescue First Responder	STATION 04
Fire Demand Zone	512
Concurrent Police Jurisdiction	-
Police Precinct	1
Police Car District	125
Sector	1st Patrol- Red
Airport Average Sound Level (dB)	0
Airport Accident Potential Zone	∅
Flood Panel	5101040079H
Flood Quad	36076-G2
Flood Zone	X (Shaded) , X (Low to Moderate)
Evacuation Zone	B

Flood zone data is for informational purposes only.
FIRM Index Effective Date: Feb. 17, 2017
[Coastal Floodplain District \(LiMWA\) Information](#)
For flood zoning questions and official zoning interpretations, contact:
Department of Planning & Community Development at 757-664-4752 or
[Click Here](#) to send an email

CIVIC

Polling

Precinct Number/Name: 408/Easton
Polling Location: Easton Preschool
Polling Address: 6045 Curlew Drive

Ward/Superward

Ward / Representative: 4 / Paul R. Riddick
Website: [Go to Website](#)
Superward/Representative: 7 / Angelia Williams Graves
Website: [Go to Website](#)

VA House of Delegates

District / Representative: 90 / Joseph C. Lindsey
Phone Number: (757) 623-6522
Email: DelJLindsey@house.virginia.gov

Website: [Go to Website](#)

VA Senate

District / Representative: 5 / Lionell Spruill, Sr
Phone Number: (757) 424-2178
Email: district05@senate.virginia.gov

Website: [Go to Website](#)

US House of Representatives

District / Representative: 3 / Robert C Scott
Phone Number: (202) 225-8351

Website: [Go to Website](#)

Civic League

Civic League:
President:
Email:
Meeting Location:
Meeting Time / Frequency: /

BUILDING PERMITS

No Building Permits...

CODE ENFORCEMENT CASES

No Code Enforcements...

Special Programs

No Special Programs...



Developed for City of Norfolk - NORFOLK AIR by

CITY OF NORFOLK - NORFOLK AIR

Tax Account: 29577200
5845 CURLEW DRIVE

Total Value
\$661,800

REAL ESTATE

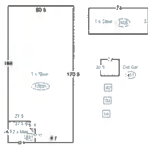
Property Detail

Account Number	29577200
GPIN	1457434658
Parent Account	-
Neighborhood	251690
Owner Name	A Family Partnership
Property Address	5845 CURLEW DRIVE
Property Use	Commercial
Building(s)	C01
Plate	1252
House Plate Number	303
Mailing Address	4545 South Blvd Virginia Beach VA 23452-1137
Legal Description	Site C
Parcel Approximate Area (Sq Ft)	52,509 sqft
Parcel Approximate Acreage	1.2055 acres

Commercial / Industrial Property

▼ Building - C01 - 480 Commercial Warehouse

Year Built	1963
Construction Quality	Average
Number of Floors	2
Total Building Area	16,962 sqft
HVAC	Space Heater; Warmed and Cool
Framing	-
Framing Class	Fire Resistant
Sprinkler	No Sprinkler System
Paving	No
Paving	0 sqft



SALES / VALUE HISTORY

Sales History

OWNER	TRANSFER DATE	SALE PRICE	TYPE	DEED REFERENCE
A Family Partnership	07/22/2008	\$600,000	S	080021203
Metro Van & Storage Co., Inc.	11/11/1911	\$0		

Assessment History

EFFECTIVE DATE	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
07/01/2019	\$210,000	\$451,800	\$661,800
07/01/2018	\$210,000	\$436,400	\$646,400
07/01/2017	\$210,000	\$440,800	\$650,800
07/01/2016	\$210,000	\$419,600	\$629,600
07/01/2015	\$210,000	\$419,600	\$629,600

MUNICIPAL SERVICES

Street Sweeping	4TH FRIDAY
Trash Pick Up Day	Tuesday
Trash Route Section	130
Trash Route Number	131
Recycle Day	Tuesday / WEEK ONE
Nearest Recreation Facility	Fairlawn Recreation Center
Recreation Facility Address	1014 Kempsville Road
Recreation Phone Number	441-5670
Nearest Park	Poplar Hall Elementary School
Park Address	5523 Pebble Lane
Nearest Library	JANAF BRANCH LIBRARY
Stormwater Shed	09
Stormwater Basin	M16175

SCHOOLS

Elementary School

Fairlawn Elementary School

Address: 1132 Wade St
Phone: (757) 892-3260

[School Website](#)

Middle School

Lake Taylor Middle School

Address: 1380 Kempsville Road
Phone: (757) 892-3230

[School Website](#)

High School

Booker T. Washington High School

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

[School Website](#)

PLANNING

HUB Zone	NA
Enterprise Zone	NA
Neighborhood Service Area	7
Census Tract Number	69.02
Census Tract Name	RIVER FOREST SHORES, EASTON
Census Block Number	2006
Planning District Name	PD 81 - RIVER FORREST
Planning District Number	81
GEM Property	No

Zoning

Zone(s)	TOD-S		
Overlay District(s)	Coastal Resilience Overlay		
Conditional Use Permit(s)			
Conditional Zone(s)			
CBPA Resource Protection Area	No		
CBPA Intensely Developed Area	No		
Historic District Name	NA	Historic District Type	NA
Character District	Suburban		

Zoning data is for informational purposes only.
For zoning questions and official zoning interpretations, contact:
Department of Planning & Community Development at 757-664-4752 or
[Click Here](#) to send an email

PUBLIC SAFETY

Dominion Power Grid Panel	N0716C
Approximate Distance to Nearest Fire Hydrant (Ft)	247 ft
Fire & Rescue First Responder	STATION 04
Fire Demand Zone	512
Concurrent Police Jurisdiction	-
Police Precinct	1
Police Car District	125
Sector	1st Patrol- Red
Airport Average Sound Level (dB)	0
Airport Accident Potential Zone	-
Flood Panel	5101040079H
Flood Quad	36076-G2
Flood Zone	X (Low to Moderate), X (Shaded)
Evacuation Zone	B

Flood zone data is for informational purposes only.
FIRM Index Effective Date: Feb. 17, 2017
[Coastal Floodplain District \(LiMWA\) Information](#)
For flood zoning questions and official zoning interpretations, contact:
Department of Planning & Community Development at 757-664-4752 or
[Click Here](#) to send an email

CIVIC

Polling

Precinct Number/Name: 408/Easton
Polling Location: Easton Preschool
Polling Address: 6045 Curlew Drive

Ward/Superward

Ward / Representative: 4 / Paul R. Riddick
Website: [Go to Website](#)
Superward/Representative: 7 / Angelia Williams Graves
Website: [Go to Website](#)

VA House of Delegates

District / Representative: 90 / Joseph C Lindsey
Phone Number: (757) 623-6522
Email: DeJLindsey@house.virginia.gov

Website: [Go to Website](#)

VA Senate

District / Representative: 5 / Lionell Spruill, Sr.
Phone Number: (757) 424-2178
Email: district05@senate.virginia.gov

Website: [Go to Website](#)

US House of Representatives

District / Representative: 3 / Robert C Scott
Phone Number: (202) 225-8351

Website: [Go to Website](#)

Civic League

Civic League:
President:
Email:
Meeting Location:
Meeting Time / Frequency: /

BUILDING PERMITS

No Building Permits...

CODE ENFORCEMENT CASES

No Code Enforcements...

Special Programs

No Special Programs...



Developed for City of Norfolk - NORFOLK AIR by

CITY OF NORFOLK - NORFOLK AIR

Tax Account: 39085400
 5786 SELLGER DRIVE

Total Value
\$1,956,000

REAL ESTATE

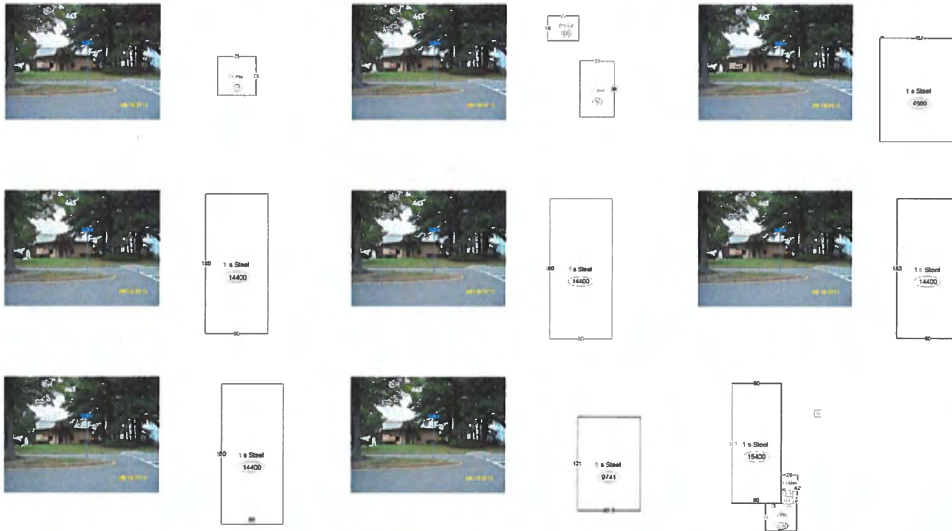
Property Detail

Account Number	39085400
GPIN	1457432233
Parent Account	-
Neighborhood	251690
Owner Name	A Family Partnership
Property Address	5786 SELLGER DRIVE
Property Use	Commercial
Building(s)	C06, C04, C07, C08, C05, C09, C01, C02, C03
Plate	1252
House Plate Number	303
Mailing Address	4545 South Blvd Virginia Beach VA 23452-1137
Legal Description	6.536 Acres M/L East River
Parcel Approximate Area (Sq Ft)	285,435 sqft
Parcel Approximate Acreage	6.5527 acres

Commercial / Industrial Property

▼ Building - C01 - 480 Commercial Warehouse

Year Built	1950
Construction Quality	Average
Number of Floors	1
Total Building Area	625 sqft
HVAC	Warmed and Cooled Air
Framing	-
Framing Class	Wood Joist
Sprinkler	No Sprinkler System
Paving	No
Paving	0 sqft



➤ Building - C02 - 480 Commercial Warehouse

➤ Building - C03 - 480 Commercial Warehouse

➤ Building - C04 - 480 Commercial Warehouse

➤ Building - C05 - 480 Commercial Warehouse

➤ Building - C06 - 480 Commercial Warehouse

➤ Building - C07 - 480 Commercial Warehouse

➤ Building - C08 - 480 Commercial Warehouse

➤ Building - C09 - 480 Commercial Warehouse

SALES / VALUE HISTORY

Sales History

OWNER	TRANSFER DATE	SALE PRICE	TYPE	DEED REFERENCE
A Family Partnership	01/31/1991	\$0		
Aspinwall, J C Jr	01/21/1986	\$0		
Security Storage & Van Co	10/04/1978	\$0		

Assessment History

EFFECTIVE DATE	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE
07/01/2019	\$899,200	\$1,056,800	\$1,956,000
07/01/2018	\$899,200	\$1,000,800	\$1,900,000
07/01/2017	\$899,200	\$897,000	\$1,796,200
07/01/2016	\$899,200	\$866,400	\$1,765,600
07/01/2015	\$899,200	\$866,400	\$1,765,600

MUNICIPAL SERVICES

Street Sweeping	4TH FRIDAY
Trash Pick Up Day	Tuesday
Trash Route Section	130
Trash Route Number	131
Recycle Day	Tuesday / WEEK ONE
Nearest Recreation Facility	Fairlawn Recreation Center
Recreation Facility Address	1014 Kempsville Road
Recreation Phone Number	441-5670
Nearest Park	Poplar Hall Park
Park Address	101 N Military Highway
Nearest Library	JANAF BRANCH LIBRARY
Stormwater Shed	09
Stormwater Basin	M16175,M16316

SCHOOLS

Elementary School

Fairlawn Elementary School

Address: 1132 Wade St
Phone: (757) 892-3260

[School Website](#)

Middle School

Lake Taylor Middle School

Address: 1380 Kempsville Road
Phone: (757) 892-3230

[School Website](#)

High School

Booker T. Washington High School

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

[School Website](#)

PLANNING

HUB Zone	NA
Enterprise Zone	NA
Neighborhood Service Area	7
Census Tract Number	69.02
Census Tract Name	RIVER FOREST SHORES, EASTON
Census Block Number	2030
Planning District Name	PD 81 - RIVER FORREST
Planning District Number	81
GEM Property	No

Zoning

Zone(s)	TOD-S
Overlay District(s)	Coastal Resilience Overlay
Conditional Use Permit(s)	

Conditional Use Permit(s)			
Conditional Zone(s)			
CBPA Resource Protection Area	No		
CBPA Intensely Developed Area	Yes		
Historic District Name	NA	Historic District Type	NA
Character District	Suburban		

Zoning data is for informational purposes only.
 For zoning questions and official zoning interpretations, contact:
 Department of Planning & Community Development at 757-664-4752 or

[Click Here](#) to send an email

PUBLIC SAFETY

Dominion Power Grid Panel	N0716C
Approximate Distance to Nearest Fire Hydrant (Ft)	375 ft
Fire & Rescue First Responder	STATION 04
Fire Demand Zone	512
Concurrent Police Jurisdiction	-
Police Precinct	1
Police Car District	125
Sector	1st Patrol- Red
Airport Average Sound Level (dB)	0
Airport Accident Potential Zone	-
Flood Panel	5101040079H
Flood Quad	36076-G2
Flood Zone	X (Shaded) , X (Low to Moderate) , AE (High Risk)
Evacuation Zone	B

Flood zone data is for informational purposes only.

FIRM Index Effective Date: Feb. 17, 2017

[Coastal Floodplain District \(LiMWA\) Information](#)

For flood zoning questions and official zoning interpretations, contact:
 Department of Planning & Community Development at 757-664-4752 or
[Click Here](#) to send an email

CIVIC

<p>Polling</p> <p>Precinct Number/Name: 408/Easton Polling Location: Easton Preschool Polling Address: 6045 Curlew Drive</p>	<p>Ward/Superward</p> <p>Ward / Representative: 4 / Paul R. Riddick Website: Go to Website</p> <p>Superward/Representative: 7 / Angelia Williams Graves Website: Go to Website</p>
<p>VA House of Delegates</p> <p>District / Representative: 90 / Joseph C. Lindsey Phone Number: (757) 623-6522 Email: DelJLindsey@house.virginia.gov Website: Go to Website</p>	<p>VA Senate</p> <p>District / Representative: 5 / Lionell Spruill, Sr. Phone Number: (757) 424-2178 Email: district05@senate.virginia.gov Website: Go to Website</p>
<p>US House of Representatives</p> <p>District / Representative: 3 / Robert C. Scott Phone Number: (202) 225-8351 Website: Go to Website</p>	<p>Civic League</p> <p>Civic League: President: Email: Meeting Location: Meeting Time / Frequency: /</p>

BUILDING PERMITS

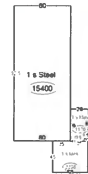
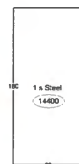
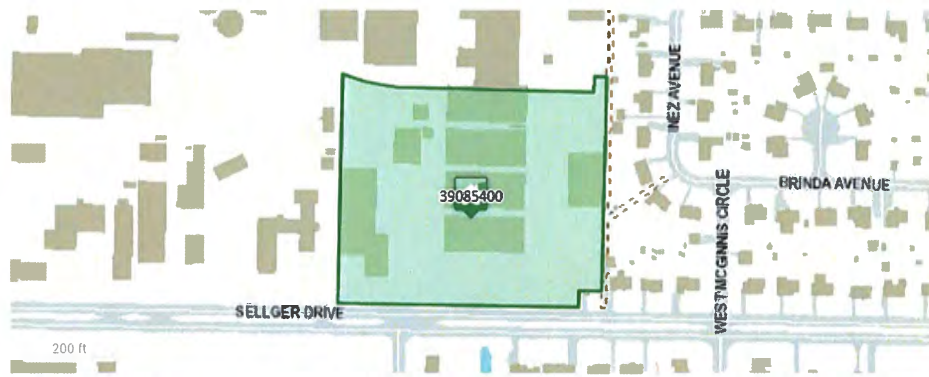
No Building Permits...

CODE ENFORCEMENT CASES

No Code Enforcements...

Special Programs

No Special Programs...



Developed for City of Norfolk - NORFOLK AIR by

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

X 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.

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

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

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

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

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

Signed: Matt Waring

Date: 2.7.2020

Printed Name: Matt Waring

RESNET Rater

Resnet Provider Agency
Viridian

Signature

[Handwritten Signature]

Provider Contact and Phone/Email

sean.evensen-shanley@viridian.org

804-212-1934

Home Energy Rating Certificate Projected Report

Rating Date: 2020-02-04
Registry ID: Unregistered
Ekotrope ID: 7d1AnD8d

HERS® Index Score:

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

64

Annual Savings

\$522

*Relative to an average U.S. home

Home:
5827 Curlew Drive
Norfolk, VA 23502
Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	5.5
Cooling	1.5
Hot Water	4.1
Lights/Appliances	12.0
Service Charges	
Generation (e.g. Solar)	0.0
Total:	23.1

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:	764 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15.25 SEER
Primary Water Heating:	Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	50 CFM • 150 Watts
Duct Leakage to Outside:	30.564 CFM @ 25Pa (4 / 100 s.f.)
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-19
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518
Rating Company: Viridian
1431 W. Main Street, Richmond, VA 23220
Rating Provider: Viridian
1431 W. Main Street, Richmond, VA 23220



Bill Riggs, Certified Energy Rater
Digitally signed: 2/5/20 at 4:28 PM

Ekotrope RATER - Version 3.1.1.2351
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

A large, bold, black letter 'G' is centered within a black rectangular border. The letter is a simple, sans-serif font. The box is horizontally oriented and occupies the upper portion of the page.

G

Zoning Certification Letter
(MANDATORY)



Zoning Certification

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

General Instructions:

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

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

DATE: February 11, 2020

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

RE: ZONING CERTIFICATION

Name of Development: Riverside Station Apartments

Name of Owner/Applicant: Curlew Apts. I, L.P.

Name of Seller/Current Owner: Aspinwall Family, LLC

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:

5827 Curlew Drive, Norfolk, Virginia 23502
5845 Curlew Drive, Norfolk, Virginia 23502
5786 Sellger Drive, Norfolk, Virginia 23502

Legal Description:

See attached Legal Description - Exhibit A

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>120</u>	# Units	<u>4</u>	# Buildings	<u>156,896</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: TOD-S (Transit-Oriented Development Support) allowing a density of unlimited units per acre, and the following other applicable conditions: Please see attachments entitled "Exhibit B" and "Exhibit C", entitled Ordinance No. 47,515 and Ordinance No. 47,516, respectively.

Other Descriptive Information:

This is a 120-unit project; part of a larger, 236-unit, multi-family community. The site is zoned TOD-S, and has been granted all discretionary approvals, including a Conditional Use Permit and Development Certificate (both exhibits attached). Project also has Design Review Approval. Also please note "Exhibit D", Revitalization Area designation; entitled Resolution No. 1,737.

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

Jeremy Sharp
Printed Name

City of Norfolk Zoning Administrator

Title of Local Official or Civil Engineer

(757) 823-1087

Phone:

2/11/20

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.

EXHIBIT A

(Legal Description)

PARCEL ONE:

All that certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia, known, numbered and designated as Part of Parcels 5 and 6 of Survey for "Baltimore Bank for Cooperatives, Princess Anne County, Virginia", made December 1955 by Phillip D. Freeman, C. E. and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 42, page 7, said property fronts 150 feet on the south side of Curlew Drive and extends back between parallel lines a distance of 337.65 feet and designated as " Site C:", as shown on the plat entitled "Subdivision of Part of Parcels 3, 4, 5 & 6, as shown on Plat of Survey for Baltimore Bank for Cooperatives Norfolk, Virginia", dated April 30, 1965, made by Baldwin and Gregg, Civil Engineers & Surveyors, Norfolk, Virginia, which plat is duly recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 22, page 6.

TOGETHER WITH a right of user in, to, over and along the 45 foot right of way for railroad purposes for the benefit of and in common with the owners of all property abutting thereon; their successors and assigns, subject to the terms and provisions of that certain agreement between McGinnis Industrial Center, Incorporated and Charles L. Glanville, dated December 20, 1955 and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 474, page 438.

PARCEL TWO:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, Virginia, and known, numbered and designated as Parcel B-2, as shown on that certain plat entitled "PLAT SHOWING OF NORFOLK SOUTHERN RAILWAY AND VACATION OF PROPERTY LINE BETWEEN SITE B-2 AND NORFOLK SOUTHERN RAILWAY AS SHOWN ON SUBDIVISION OF PART OF PARCELS 3, 4, 5 & 6 FOR A FAMILY PARTNERSHIP (MB 39 P. 83) NORFOLK, VIRGINIA", made by Basgier and Associates, a Professional corporation, dated July 11, 1997, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 51, at page 52.

PARCEL THREE:

ALL THAT certain tract or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia, containing 6.49 acres, more or less, and being designated under the current system of street numbering as 5786 Sellger Drive, Norfolk, Virginia, and being more particularly described as follows:

BEGINNING at a point in the northern line of Sellger Drive, which point is located a distance of 290 feet, more or less, from the northwest corner of the intersection of Sellger Drive and McGinnis Circle and from this point of beginning running North 89° 06' 00" West a distance of 540 feet to a pin, being the southwest corner of the subject property; thence North 00° 54' 00" East a distance

of 496.28 feet to a point; thence 151.52 feet along a curve having a radius of 501.48 feet to a point; thence South 88° 35' 30" East a distance of 79 feet to a point; thence North 01° 24' 30" East a distance of 12.50 feet to a point; thence South 88° 35' 30" East a distance of 333.50 feet to a point; thence North 01° 24' 30" East a distance of 32.50 feet to a point; thence South 38° 35' 30" East a distance of 28.10 feet to a point, this being the northeastern corner of the subject property; thence South 00° 54' 00" West a distance of 478.34 feet to a point; thence North 89° 06' 00" West a distance of 50 feet to a point; thence South 00° 54' 00" West a distance of 35.00 feet to the point of beginning. Together with the right to use in common with others entitled thereto the right-of-way mentioned and described in the deed between McGinnis Industrial Center, Incorporated, Baltimore Bank for Cooperatives, R. S. Jones, Jr., acting trustee, and Charles L. Glanville, dated August 14, 1956, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 478, at page 527.

LESS AND EXCEPT a parcel of land 35 feet by 50 feet in size and located at the northwest corner of the intersection of Sellger Drive and McGinnis Circle, which was conveyed from J. C. Aspinwall, et al, to the City of Norfolk by deed dated January 4, 1968, duly recorded in the Clerk's Office of the City of Norfolk, Virginia, in Deed Book 1105, at page 304, and corrected by deed dated May 27, 1968, duly recorded in the same Clerk's Office in Deed Book 1118, at page 619.

RAP

EXHIBIT B

Form and Correctness Approved:

Contents Approved: M.S.

[Signature]
Office of the City Attorney

By *[Signature]*
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No. 47,515

PA-11B

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO AUTHORIZE MULTI-FAMILY DWELLINGS ON PROPERTIES LOCATED AT 5827 AND 5845 CURLEW DRIVE AND 5786 SELLGER DRIVE.

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That a conditional use permit is hereby granted authorizing more than 24 multi-family dwelling units.

Section 2:- That the full extent of the property or properties where the permit or permits described above are hereby made effective, upon the date set forth below, is described as follows:

Properties front 376 feet, more or less, along the southern line of Curlew Drive beginning 1,024 feet, more or less, from the eastern line of South Military Highway and extending eastwardly; properties also front 540 feet, more or less, along the northern line of Sellger Drive; premises numbered 5827 and 5845 Curlew Drive and 5786 Sellger Drive.

Section 3:- That the conditional use permit or permits granted herein shall be subject to all of the general conditions set forth in section 2.4.8.D of the Norfolk Zoning Ordinance and all of the following additional conditions, requirements, and limitations:

- (a) The operation of the principal use of Multi-family dwelling must conform to the applicable performance standards that are set forth in section 4.2 of the Norfolk Zoning Ordinance in effect at the time of the adoption of this ordinance.
- (b) All of the exterior elevations visible from any public right-of-way shall apply for and receive approval through the City's design review process, set forth in Norfolk City Code Chapter 32, Article III, prior to the issuance of any building permit.
- (c) Notwithstanding any approval granted pursuant to

the design review process set forth in subsection (b), above, no vinyl siding shall be used on any exterior of any building on the property. This condition does not prohibit the use of vinyl construction materials in building interiors, such as hallways, entryways, and windows.

- (d) The site shall be developed in accordance with the conceptual site plan prepared by Timmons Group, dated January 9, 2019, entitled "Curlew Drive - Conceptual Layout," attached hereto and marked as "Exhibit A," subject to any revisions required to be made by the City through the site plan review, design review, and building plan review processes.
- (e) The following amenities made available for use by the residents and other improvements shall be constructed or installed on the site generally where indicated on "Exhibit A," and no final certificate of occupancy shall be issued for any residential building on the property until these improvements have been fully installed and all inspections for all building permits needed to complete these improvements have been finalized.
 - (1) A clubhouse, including a fitness room and a club room.
 - (2) A "tot-lot" play area.
 - (3) A sports field.
 - (4) A walking trail consisting of mulch or other pervious material, not less than four (4) feet in width, located along the southern and eastern sides of the property.
 - (5) A pool, including a surrounding deck area.
 - (6) A bikeshare feature, with bicycles.
 - (7) A covered bicycle repair area, with storage rack.
 - (8) Landscape plantings, including trees, along the eastern property line as shown in "Exhibit A" of sufficient height and density to create

a substantial screen to mitigate the extent of light and noise emanating from the site that may otherwise negatively affect the residential uses to the east, the sufficiency of which shall be determined by the City's Department of Recreation Parks and Open Space.

- (f) In order to provide a pedestrian and bicycle access connection to the Military Highway rail transit station, a sidewalk/multi-use trail (the "Trail") shall be installed north of the property, within the existing public right-of-way of Curlew Drive and extending westwardly along the southernmost portion of the railroad right-of-way, or along such other alignment as the City's Director of Public Works might determine, to a point on the eastern line of South Military Highway across the street from an existing sidewalk/trail that provides pedestrian and bicycle access to the Military Highway Station. The Trail shall be made of concrete or other suitable material approved by the Department of Public Works and shall include, at minimum, improvements to existing drainage ditches abutting the Trail to vegetated swales (or similar), pedestrian lighting, and a vehicular buffer (bollards or similar) sufficient to prevent motor vehicles in the Curlew Drive right-of-way from accessing or parking on the Trail. At the election of the developer, the developer shall either:
- (1) Construct the Trail, to be completed no later than 180 days after the issuance of the final certificate occupancy for all residential buildings on the site; or
 - (2) Fund, either in whole or in part, the City's installation of the Trail up to but not exceeding a maximum contribution of \$650,000, in any manner permitted by law.
- (g) If the final site plan for the development related to the use approved herein is not approved within 24 months from the date of approval of the Conditional Use Permit, the permit shall become null and void, subject to the vesting provisions of the Code of Virginia. Upon request by the

applicant prior to the permit's expiration, the zoning administrator may grant an extension of the permit for up to an additional six months, for good cause, if the conditional use complies with all applicable provisions of this Ordinance. Any further extensions shall require the approval of the City Council. The provisions of Norfolk Zoning Ordinance § 2.4.8.D(5) do not apply, having been superseded by the terms of this condition.

Section 4:- The conditions set forth in Section 3 of this Ordinance are to be liberally construed to carry out the purposes of the Ordinance and to avoid conflict with the laws of the Commonwealth of Virginia or any other limitations imposed by law. However, if any condition is determined by a court to be invalid, such decision shall not affect the validity of the remaining conditions or other provisions of this Ordinance.

Section 5:- That the City Council hereby determines that the conditional use permit or permits granted herein comply with each of the standards set forth in section 2.4.8.C of the Norfolk Zoning Ordinance.

Section 6:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:

Exhibit A (1 page)

Adopted by Council January 29, 2019
Effective January 29, 2019

TRUE COPY
TESTE:

RICHARD ALLAN BULL, CITY CLERK

BY: _____
CHIEF DEPUTY CITY CLERK



SITE DATA

TOTAL PARCEL AREA: 428,722 SF +/- 0.94 AC +/-1
 CURRENT ZONING: I-10 (INDUSTRIAL GENERAL)
 PROPOSED ZONING: TOD (TRANSIT ORIENTED DEVELOPMENT)
 5 - 3 STORY BUILDINGS (607 TOTAL UNITS)
 5 - 4 STORY BUILDINGS (226 TOTAL UNITS)
 TOTAL UNITS: 833
 BUILDING AREA: 94,953 SF +/- 0.19 AC +/-1
 DEVELOPABLE AREA: 355,777 SF +/- 0.81 AC +/-1
 27% BUILDING AREA/ PARCEL AREA
 27% BUILDING AREA/ DEVELOPABLE AREA

PARKING

PARKING REQUIRED: 354 SPACES
 PARKING PROVIDED: 365 SPACES (1.5 SP/UNIT)
 - 354 STANDARD SPACES
 - 11 ADA SPACES PER ADA

SITE AREA CALCULATIONS

TOTAL OPEN SPACE REQUIRED: 71,438 SF
 TOTAL OPEN SPACE PROVIDED: 117,272 SF (165%)
 TOTAL ACTIVE RECREATION AREA REQUIRED: 10,216 SF (15% TOTAL REQ. OPEN SPACE)
 TOTAL ACTIVE RECREATION AREA PROVIDED: 21,484 SF (18% TOTAL PROX. OPEN SPACE)
 - FITNESS ROOM 464 SF
 - CLUB ROOM 1,016 SF
 - POOL AND POOL DECK AREA 802 SF
 - TENNIS COURT 4,224 SF
 - TOT/LOUT/PLAY AREA 3,231 SF
 - SPORTS FIELD 3,280 SF
 - 4' WIDE MULCH TRAIL 7,451 SF

UNIT LEGEND



NOTES:
 1. ALL UNIT TYPES AND FINISHES SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
 2. ALL UNIT TYPES SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
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 9. ALL UNIT TYPES SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.
 10. ALL UNIT TYPES SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.

CURLEW DRIVE
 Conceptual Layout - January 9, 2019



Exhibit C

Form and Correctness Approved:

Contents Approved: *M.S.*

By

[Signature]
Office of the City Attorney

By *[Signature]*
DEPT.

NORFOLK, VIRGINIA

ORDINANCE No. 47,516

PH-11c

AN ORDINANCE GRANTING A DEVELOPMENT CERTIFICATE TO PERMIT THE CONSTRUCTION OF NEW RESIDENTIAL, MULTI-FAMILY DWELLING UNITS ON PROPERTIES LOCATED AT 5827 AND 5845 CURLEW DRIVE AND 5786 SELLGER DRIVE.

- - -

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1: - That a Development Certificate is hereby granted to permit the construction of 236 new residential, multi-family dwelling units on properties located at 5827 and 5845 Curlew Drive and 5786 Sellger Drive. The properties to which the Certificate applies are more fully described as follows:

Properties front 376 feet, more or less, along the southern line of Curlew Drive beginning 1,024 feet, more or less, from the eastern line of South Military Highway and extending eastwardly; properties also front 540 feet, more or less, along the northern line of Sellger Drive; premises numbered 5827 and 5845 Curlew Drive and 5786 Sellger Drive.

Section 2:- That the City Council finds that the proposed development satisfies the standards set forth in section 2.4.9.C of the Norfolk Zoning Ordinance and hereby modifies the following regulation or regulations in the applicable zoning district or overlay district in order to allow for the development as shown in the application as submitted:

- (a) Required build-to line, to reduce the amount of the façade of the principal building that must be located in the build-to zone from 75% to 70% along Curlew Drive and from 75% to 10% along Sellger Drive.
- (b) Lot coverage requirements, to reduce the requirement from a minimum of 65% to 27%.

The application for development, as modified hereby, while not strictly in accordance with the regulation or regulations that are

otherwise applicable, meets public purposes, is not contrary to planning principals contained in the adopted general plan, and provides public protection to an equivalent or greater degree.

Section 3:- That the Downtown Development Certificate granted hereby shall be subject to the following conditions:

- (a) The site shall be developed in accordance with the conceptual site plan prepared by Timmons Group, dated January 9, 2019, entitled "Curlew Drive - Conceptual Layout," attached hereto and marked as "Exhibit A," subject to any revisions required to be made by the City through the site plan review and building plan review processes.
- (b) Any subsequent changes made to the project, as described in the staff report and as approved through the development certificate process, shall be reviewed as an amendment to this development certificate.

Section 4:- That this ordinance shall be in effect from the date of its adoption.

ATTACHMENT:
Exhibit A (1 page)

Adopted by Council January 29, 2019
Effective January 29, 2019

TRUE COPY
TESTE:

RICHARD ALLAN BULL, CITY CLERK

BY:

CHIEF DEPUTY CITY CLERK

Exhibit A



SITE DATA

TOTAL PARCEL AREA: 428,732 SF +/- (9.84 AC +/-)
 CURRENT ZONING: I-4 (INDUSTRIAL GENERAL)
 PROPOSED ZONING: I-4 (INDUSTRIAL GENERAL)
 2-2.3 STORY BUILDINGS: 100 (176 TOTAL UNITS)
 3-4 STORY BUILDINGS: 176 (TOTAL UNITS)
 TOTAL UNITS: 276
 BUILDING AREA: 94,953 SF +/- (2.18 AC +/-)
 DEVELOPABLE AREA: 355,777 SF +/- (8.17 AC +/-)
 228 BUILDING AREA/ PARCEL AREA
 87% BUILDING AREA/ DEVELOPABLE AREA

PARKING

PARKING REQUIRED: 354 SPACES
 PARKING PROVIDED: 355 SPACES (11.597 UNIT)
 - 354 STANDARD SPACES
 - 1 ADA SPACES PER ADA

SITE AREA CALCULATIONS

TOTAL OPEN SPACE PROVIDED: 71,438 SF
 TOTAL ACTIVE RECREATION AREA REQUIRED: 10,716 SF (11.5% TOTAL)
 TOTAL ACTIVE RECREATION AREA PROVIDED: 21,494 SF (18% TOTAL)
 - FITNESS ROOM: 440 SF
 - OFFICE: 816 SF
 - POOL AND POOL DECK AREA: 4,944 SF
 - TOT-LOTT PLAY AREA: 3,731 SF
 - SPORTS FIELD: 3,280 SF
 - 4' WIDE MATCH TRAIL: 7,681 SF

UNIT LEGEND

1 BR	1 Unit
2 BR	2 Unit
3 BR	3 Unit
4 BR	4 Unit

NOTES:
 1. UNITS AND THE RENT RATE ARE STILL SUBJECT TO MARKET CONDITIONS.
 2. NO. 1 STORY BUILDINGS ARE WITHIN 100' OF THE DEVELOPABLE AREA OR A SINGLE-FAMILY DWELLING.
 3. OPEN SPACE SPACES AND ASSOCIATED LANDSCAPING AND VEGETATION ARE BEING PROVIDED TO MAINTAIN VISUAL SCREENING AND VEGETATION. SEE THE SITE PLAN FOR THE LOCATION OF THE SCREENING VEGETATION.
 4. THE SCREENING VEGETATION IS TO BE PROVIDED BY THE DEVELOPER AND MAINTAINED BY THE DEVELOPER.
 5. THE SCREENING VEGETATION IS TO BE PROVIDED BY THE DEVELOPER AND MAINTAINED BY THE DEVELOPER.
 6. THE SCREENING VEGETATION IS TO BE PROVIDED BY THE DEVELOPER AND MAINTAINED BY THE DEVELOPER.
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 9. THE SCREENING VEGETATION IS TO BE PROVIDED BY THE DEVELOPER AND MAINTAINED BY THE DEVELOPER.
 10. THE SCREENING VEGETATION IS TO BE PROVIDED BY THE DEVELOPER AND MAINTAINED BY THE DEVELOPER.

CURLEW DRIVE
 Conceptual Layout - January 9, 2019



MP

Exhibit D

[Signature]
Office of the City Attorney

By *[Signature]*
DEPT. Development

NORFOLK, VIRGINIA

RESOLUTION No. 1,737

PH-11D
R-8

A RESOLUTION TO DESIGNATE THE AREA KNOWN AS 5827 CURLEW DRIVE, 5845 CURLEW DRIVE, AND 5786 SELLGER DRIVE, BOUNDED ON THE NORTH BY CURLEW DRIVE AND ON THE SOUTH BY SELLGER DRIVE, IN THE CITY OF NORFOLK AS THE CURLEW REVITALIZATION AREA.

- - -

WHEREAS, pursuant to § 36-55.30 of the Code of Virginia, 1950, as amended (the "Code"), the Virginia Housing Development Authority ("VHDA") is granted and may exercise powers related to the development and financing of residential housing in the Commonwealth of Virginia; and

WHEREAS, a municipality may designate a revitalization area pursuant to § 36-55.30:2A of the Code to empower VHDA to provide financing for a mixed-income housing project in such revitalization area;

WHEREAS, a revitalization area can be distinguished from a "Redevelopment Area" in that designation of a revitalization area is for the purpose of enabling VHDA to provide financing for a mixed-income or affordable housing project whereas designation as a "Redevelopment Area" is for the purpose of giving a redevelopment and housing authority certain enumerated powers to act within the area to further the redevelopment objectives of the authority; and

WHEREAS, an important aspect of the City's vision is to help create healthy, vibrant mixed-income communities, replete with market rate and affordable housing options, increased economic activity that expands job opportunities for all residents, and amenities that adequately address local resident demands, including quality shopping, cultural and recreational resources, and high-performing schools; and

WHEREAS, in keeping with the City's vision set forth above and pursuant to § 36-55.30:2A of the Code, the City Council desires to designate and to establish the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area to be known as the "Curlew Revitalization Area"; and

WHEREAS, the area of the City encompassed by the Curlew Revitalization Area is to be determined in accordance with Exhibit A but can be described generally as the property located at 5827 Curlew Drive, 5845 Curlew Drive, and 5786 Sellger Drive, bounded on the north by Curlew Drive and on the south by Sellger Drive; now, therefore

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1: That in furtherance of the above-stated desire and intent of the City Council and pursuant to § 36-55.30:2A of the Code, the City Council hereby designates that area shown within the boundary lines on Exhibit A attached hereto as the Curlew Revitalization Area.

Section 2: That the City Council hereby finds that the industrial, commercial or other economic development of the Curlew Revitalization Area will benefit the City, but the Curlew Revitalization Area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Curlew Revitalization Area.

Section 3: That the City Council further finds that private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Curlew Revitalization Area and will induce other persons and families to live within the Curlew Revitalization Area and thereby create a desirable economic mix of residents in the Curlew Revitalization Area.

Section 4: That this resolution shall be in effect from and after its adoption.

Adopted by Council January 29, 2019
Effective January 29, 2019

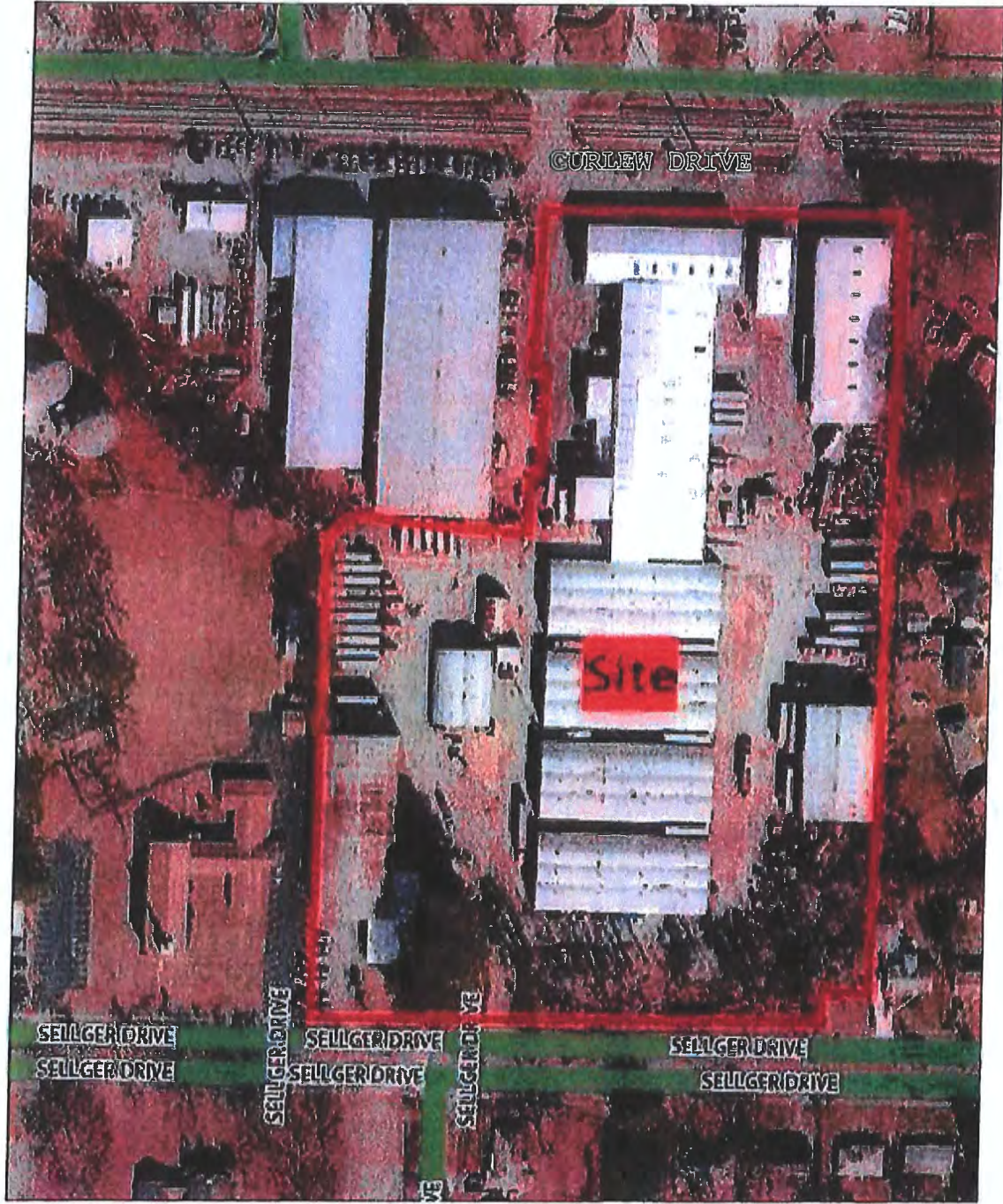
TRUE COPY
TESTE:

RICHARD ALLAN BULL, CITY CLERK

BY:

CHIEF DEPUTY CITY CLERK

EXHIBIT A
CURLEW REVITALIZATION AREA



H

Attorney's Opinion
(MANDATORY)

WILLIAMS MULLEN

March 11, 2020

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

RE: 2020 Tax Credit Reservation Request

Name of Development: Riverside Station Apartments
Name of Owner: Curlew Apts. I, L.P.

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated 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

Virginia Housing Development Authority
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.

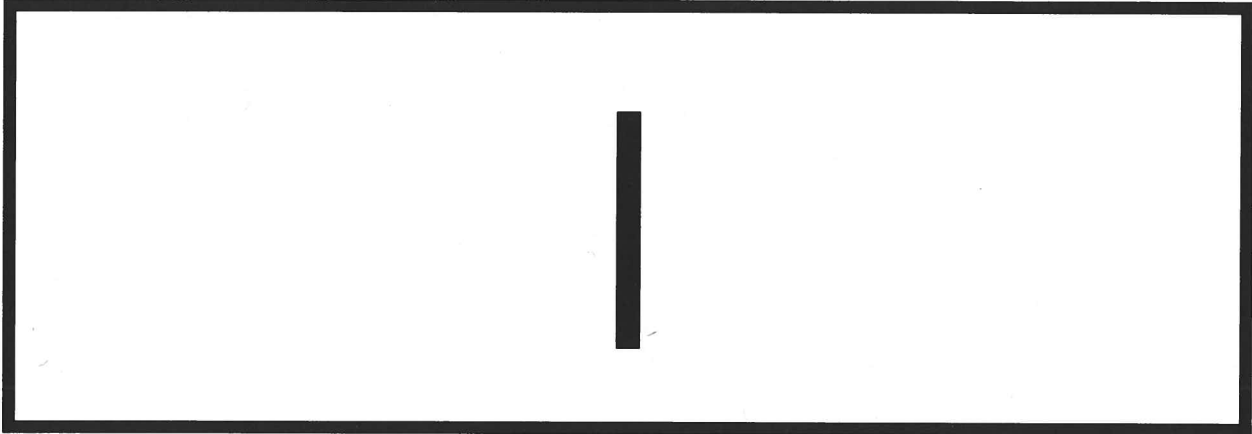
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions 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: *Alyssa Carducci Embree*
Alyssa Carducci Embree
Its: Shareholder



Nonprofit Questionnaire

(MANDATORY for points or pool)

Y. Non-profit Questionnaire



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: Riverside Station Apartments
- b. Name of owner/applicant: Curlew Apts. I, L.P.
- c. Name of non-profit entity: The Residential Corporation
- d. Address of principal place of business of non-profit entity:
801 Boush Street, Suite 302 Norfolk, VA 23510

Indicate funding sources and amount used to pay for office space:

The Residential Corporation ("TRC") shares office space with the Hope House Foundation and the office rent, totaling \$9,231.11/month, is paid for out of operational funds.

- 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); 4/13/1984
evidenced by the following documentation:
Originally formed as Hope House Residential Corp. on April 13, 1984 and reformed on September 8, 2016 to the The Residential Corporation.
Please see attached Exhibit 1-f for the date of legal formation for The Residential Corporation and its non-profit affiliate, Hope House Foundation.
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
501(c)(4) letters dated 8/1984 & 12/1967. See attached Exhibit 1-g.
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
The Residential Corporation is organized to receive, maintain and administer assets in perpetuity exclusively for the purpose of promoting social welfare by:
(i) providing safe and affordable housing for individuals with disabilities in an integrated community setting; (ii) providing safe and affordable housing primarily to individuals who qualify
as "low-income" in accordance with income limits published by the United States Department of Housing and Urban Development, and (iii) providing financial support to Hope House Foundation. Please see attached Exhibit 1-h.
- i. Expected life (in years) of non-profit:
Indefinite: until the end of a need for providing safe and affordable housing for individuals with disabilities in an integrated community setting and to those individuals who qualify as "low-income" by HUD.

Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:

To continue to purchase, develop, renovate and modify properties for individuals with disabilities and low income working individuals, and to increase the funding stream to The Residential Corporation's non-profit affiliate, Hope House Foundation.

- 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.)?

138 How many part time, paid staff members? 161

Describe the duties of all staff members:

The Residential Corporation ("TRC")'s related non-profit, Hope House Foundation ("HHC"), employs direct support professionals and supervisors that provide in home support to individuals with developmental disabilities.

The list of services provided include, but are not limited, safety, relocation, household maintenance, reading, writing, personal care, family and financial support, dressing and clothing care, and meal planning and preparation.

Furthermore, TRC and HHC have an administrative team that oversees functions of Human Resources, Finance, Development/Fundraising, Quality Assurance and Benefits. The non-profits' executive leadership team also employs associates that assist with training and achieving organizational goals.

- 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?
The Residential Corporation, through its related non-profit, Hope House Foundation, has an average of 283 volunteers annually.

- 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)

The Residential Corporation ("TRC") does not receive any income from the for profit Owner of the Development.

TRC's funding is generated through rental income from the properties it owns/has an ownership interest and through grants.

TRC provides financial support to its non-profit affiliate, Hope House Foundation ("HHF"), in the form of rental subsidies to individuals that HHF supports who cannot afford to pay rent. HHF receives income from Medicaid Waiver funding and donations.

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

Please see attached Exhibit 1-o.

2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:

Founded in 1984 as an affiliate to Hope House Foundation ("HHF"), The Residential Corporation ("TRC") was created to purchase apartment buildings to enable the persons supported by HHF, and non-disabled members of the community, to live side-by-side. Ultimately, TRC's mission adjusted slightly to remain solely focused on providing affordable housing in the Tidewater area.

Please see attached Exhibit 2-a for a more detailed breakdown of The Residential Corporation's genesis as well as its non-profit affiliate, Hope House Foundation.

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.):

Please see attached Exhibit 2-g for a breakdown of properties owned by The Residential Corporation as well as properties whereby The Residential Corporation's non-profit affiliate provides supports to developmentally disabled individuals.

- 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.

Hope House Foundation ("HHF") is a related non-profit formed on 3/18/1965. HHF was granted 501(c)(3) status in December of 1967. HHF provides support to individuals living with developmental disabilities, and received financial support from The Residential Corporation ("TRC"). HHF's expected life is indefinite. In addition to providing services to the individuals that reside at properties owned by TRC, certain members of HHF's Board overlap with TRC's Board.

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:
The Residential Corporation will own 10% of the General Partner (Curlew Apts. GP I, L.L.C.).

- 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?

See Right of First Refusal ("ROFR") - Tab V of Tax Credit Application for the full document.

The ROFR is specifically referenced in Section 19. G of the Limited Partnership Agreement.

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:

N/A

- 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:

TRC will be involved during the construction of the Development as it relates to identifying on-site (24/7) working space for its non-profit affiliate, Hope House Foundation ("HHF") so that HHF's staff may have an active presence at the property.

Further, TRC will assist in the design and acquisition of potential environmental modifications and assistive technology to be used in all accessible units.

- (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):

TRC will be actively involved in the management and operation of the property through its non-profit affiliate, Hope House Foundation ("HHF").

HHF will have staff present at the property daily to provide daily support to individuals with developmental disabilities.

This support ranges from personal care to meal planning to financial and family support to assist in full community inclusion.

- (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:

The Direct Support Professionals working with the individuals with disabilities will be there to provide direct care and support every day of the year for up to 24 hours per day. See attached Exhibit 2-g outlining the various activities and responsibilities.

- 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 development of Riverside Station Apartments is consistent with the long-term plan for the Norfolk area and will be a tremendous asset to the surrounding community.

It is one of the only Norfolk developments that meets the HUD criteria for the Project Based Voucher ("PBV") program and

has been approved for 23 PBV units by the Norfolk Redevelopment Housing Authority. Accordingly, it will provide Norfolk with a valuable

relocation resource for the St. Paul's redevelopment initiative. TRC's purpose is precisely aligned with the aforementioned to provide safe and affordable housing for those in need.

- 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:

45% GP (Member) - Wendell C. Franklin

22.5% GP (Member) - Thomas M. Johnston

22.5% GP (Member) - W. Taylor Franklin

10% GP (Member) - The Residential Corporation - Non-Profit

- 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.

Principals of the Franklin Johnston Group will lead the construction and financing of the proposed development. However, as described above,

The Residential Corporation and its non-profit affiliate, Hope House Foundation, will participate in both the construction and operation or management of the proposed development, which will be further outlined in the Operating Agreement of the General Partner.

- 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.

Development services will be provided pursuant to a written development services agreement. Curlew I Developers, L.L.C. will act

as the developer in this proposed development and will be involved in the construction and operations of the proposed

development only to the extent that is normally expected of a multifamily developer.

- (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?

The Residential Corporation was approached by the Franklin Johnston Group to become a partner in the proposed development.

- 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.

Pursuant to the development services agreement, a fee of \$1,500,000 will be provided to Curlew I Developers, L.L.C.

- 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:

All members of the general partner will earn cash flow from operations.

- 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:

None

- 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:

Hope House Foundation, a non-profit affiliate of The Residential Corporation, will provide supportive services to tenants with a qualifying disability. Hope House Foundation is compensated by Medicaid Waiver.

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:

Individuals with Developmental Disabilities in the South Hampton Roads section of Virginia; specifically, Chesapeake, Norfolk, Virginia Beach, and Portsmouth. All of these individuals live below the poverty line and many have accessibility needs.

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:

Hope House Foundation, an affiliate of The Residential Corporation, currently serves the proposed development's community (Norfolk) with activities of daily living to approximately 70 individuals with developmental disabilities. The Residential Corporation provides affordable housing in South Hampton Roads through ownership of 10 multifamily communities.

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:

The Residential Corporation ("TRC") has benefited from Hope House Foundation's ("HHF") relationships in the surrounding community. HHF has been able to secure volunteers from Norfolk Southern, AGI and other local organizations to provide maintenance and beautification to the properties owns and where individuals TRC supports live. HHF has also been able to secure grants to provide renovations to units of the properties that TRC owns.

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:
Monthly.

- 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).
The development name is Market Heights Apartments located in Norfolk, Virginia. The application date was March 11, 2019.
The names of the JV partners are LIH Pool-1 GP, LLC and Catamaran Capital, LLC. The applicant was Market Heights Apartments, L.P.
Steve Lawson signed on behalf of the applicant and the general contractor is R.A. Lawson Corporation. The Lawson Companies has its own property management team.
The application was approved and construction will commence in 2020.
- 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.

3/6/2020
Date

Curlew Apts. I, L.P.
Owner/Applicant
By: [Signature]
Its: Manager
Title

3/6/2020
Date

The Residential Corporation
Non-profit
By: [Signature]
Board Chairman

Non-profit Questionnaire, cont'd

By: *Susan J. Anderson*
Executive Director

EXHIBIT

1-f

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, April 13, 1984

This is to Certify that the certificate of incorporation of

HOPE HOUSE RESIDENTIAL CORP.

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its
business subject to all the laws of the State applicable to the
corporation and its business.*



State Corporation Commission

William C. [Signature]
Clerk of the Commission

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, November 4, 2004

This is to certify that the certificate of incorporation of

HOPE HOUSE FOUNDATION

*was issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business.
Effective date: March 18, 1965*



State Corporation Commission

Attest:

Joel H. Pech
Clerk of the Commission

EXHIBIT 1-g

Department of the Treasury
Internal Revenue Service

JUN 25 1984

28471750

Date of This Notice

If you inquire about
your account, please
refer to this
number or attach a
copy of this notice

06-18-84
Employer Identification Number
52-1347380

HOPE HOUSE RESIDENTIAL CORP
KD 52
201 GRANDY MALL STE 424
NORFOLK VA 23510

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number. The number assigned to you is shown above. This number will be used to identify your business account and related tax returns and documents, even if you do not have employees.

Please keep a copy of this number in your permanent records. Use this number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number on all tax payments and tax-related correspondence or documents.

If your business is a partnership which must obtain prior approval for its tax year, the tax year you entered in Block 3 of your Form SS-4 does not establish a tax year. For guidance in determining if you must request prior approval and the method of doing so, see IRS Publication 538, Accounting Periods and Methods, available at most IRS offices.

Please note that the assignment of this number does not grant tax-exempt status to nonprofit organizations. For details on how to apply for this exemption, see IRS Publication 557, Tax-Exempt Status for Your Organization, available at most IRS offices.

Thank you for your cooperation.
575 0

U.S. GOVERNMENT PRINTING OFFICE: 1984 421-978/5174
E.I. NO. 36-278841



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077950279
Apr. 05, 2018 LTR 4168C 0
52-1347380 000000 00

00044683
BODC: TE

RESIDENTIAL CORPORATION
% REBECCA DUGGER
801 BOUSH ST STE 302
NORFOLK VA 23510-1533



2968

Employer ID Number: 52-1347380
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 13, 2018, regarding your tax-exempt status.

We issued you a determination letter in AUGUST 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (4).

Because you're not an organization described in IRC Section 170(c), donors cannot deduct contributions they make to you. You should advise your contributors that their contributions to you are not deductible.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077950279
Apr. 05, 2018 LTR 4168C 0
54-0804383 000000 00

00044684
BODC: TE

HOPE HOUSE FOUNDATION INC
% DIANE BEAMAN
801 BOUSH ST STE 302
NORFOLK VA 23510-1533



2967

Employer ID Number: 54-0804383
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 13, 2018, regarding your tax-exempt status.

We issued you a determination letter in DECEMBER 1967, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

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If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

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HOPE HOUSE FOUNDATION INC
% DIANE BEAMAN
801 BOUSH ST STE 302
NORFOLK VA 23510-1533

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

EXHIBIT 1-h



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

September 8, 2016

CHARLOTTE RAWLS
KAUFMAN & CANOLES, P.C.
P. O. BOX 3037
NORFOLK, VA 23514

RECEIPT

RE: The Residential Corporation

ID: 0255042 - 4

DCN: 16-09-07-5871

Dear Customer:

This is your receipt for \$25.00 to cover the fee(s) for filing articles of restatement for a corporation with this office.

The effective date of the restatement is September 8, 2016.

Note: Prior to the effective date of this filing, the name of the above-referenced corporation was HOPE HOUSE RESIDENTIAL CORP..

This is also your receipt for \$100.00 to cover the fee(s) for expedited service(s).

Thank you for contacting our office. If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

AMENACPT
CIS0368

**ARTICLES OF RESTATEMENT
RESTATING ARTICLES OF INCORPORATION
OF
HOPE HOUSE RESIDENTIAL CORP.**

1. The name of the Corporation immediately prior to the restatement is Hope House Residential Corp.
2. The amendment adopted is the Amended and Restated Articles of Incorporation attached hereto as Exhibit A. The Restatement contains amendments to the Articles of Incorporation.
3. There being no Members, the Directors of the Corporation, at a meeting held on July 28, 2016, found said Amended and Restated Articles of Incorporation to be in the best interest of the Corporation, and approved and consented to the amendment. The amendment was adopted by at least two-thirds of the directors as required by Section 13.1-885 of the Code of Virginia.
4. The Amended and Restated Articles of Incorporation were approved pursuant to Article IX of the Articles of Incorporation of the Corporation.
5. For tax purposes, the Restatement of the Articles of Incorporation shall be effective July 1, 2016.

HOPE HOUSE RESIDENTIAL CORP.

By: 

Name: Richard C. Mapp, III

Title: President

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE RESIDENTIAL CORPORATION**

ARTICLE I

NAME

The name of the Corporation is The Residential Corporation.

ARTICLE II

PURPOSES

The Corporation is organized to receive, maintain and administer assets in perpetuity exclusively for the purpose of promoting social welfare by: (i) providing safe and affordable housing for individuals with disabilities in an integrated community setting; (ii) providing safe and affordable housing primarily to individuals who qualify as "low-income" in accordance with income limits published by the United States Department of Housing and Urban Development; and (iii) providing financial support to Hope House Foundation ("HHF").

ARTICLE III

TAX-EXEMPT OPERATIONS

The Corporation shall have and may exercise all powers and authorities now or hereafter conferred upon nonstock corporations under the laws of Virginia. However, no part of its net earnings shall inure to the benefit of any incorporator, trustee, director or officer of the

Corporation or any private individual, except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of the Corporation's purposes. No incorporator, trustee, director, officer or private individual shall be entitled to share in the distribution of any corporate assets upon its dissolution.

The Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. The Corporation may act to influence legislation, and otherwise engage in advocacy with respect to legislation, only to the extent permitted by the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), or similar statutes, applicable to organizations exempt from Federal income tax pursuant to Section 501(c)(4) of the Code.

Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(4) of the Code.

ARTICLE IV

MEMBERS

The Corporation shall have no members.

ARTICLE V

BOARD OF DIRECTORS

(a) Unless otherwise specified in the Bylaws, the number of directors shall be not less than three (3) nor more than fifteen (15).

(b) There shall be two (2) classes of directors, as is hereinafter set forth:

(i) One class of directors, consisting of the smallest number of directors necessary to constitute a majority of the Board of Directors, shall be known as the "Independent Directors." The Independent Directors shall be elected by a majority vote of the directors present at the regular annual meeting of the Board of Directors (or, in the case of the initial Independent Directors, by a majority vote of the directors present at the first meeting of the Board of Directors occurring after the meeting at which these Amended and Restated Articles of Incorporation are approved). Each Independent Director shall hold office until the next annual meeting of the Board of Directors, or until his or her successor is elected. Any vacancy occurring among the Independent Directors shall be filled by vote of the remaining directors, with each successor Independent Director serving for the remainder of the term of the replaced Independent Director.

(ii) One class of directors, consisting of all directors other than the Independent Directors, shall be known as the "Foundation Directors." The Foundation Directors shall be elected by the Board of Directors of HHF in advance of the regular annual meeting of the Board of Directors of the Corporation (or, in the case of the initial Foundation Directors, at

the meeting of the Board of Directors of HHF at which these Amended and Restated Articles of Incorporation are approved). Each Foundation Director shall hold office for a term beginning on the date of such annual meeting (or, in the case of the initial Foundation Directors, beginning on the date of election) and ending at the next annual meeting, or until his or her successor is elected. Any vacancy occurring among the Foundation Directors shall be filled by vote of the Board of Directors of HHF, with each successor Foundation Director serving for the remainder of the term of the replaced Foundation Director.

ARTICLE VI

DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all liabilities of the Corporation, shall convey any remaining assets of the Corporation to HHF, or, if HHF is not then in existence or is not then an organization which is exempt from Federal income taxation under Section 501(c)(3) or Section 501(c)(4) of the Code, to an organization or organizations chosen by the Board of Directors which is exempt from Federal income taxation under Section 501(c)(3) or Section 501(c)(4) of the Code and whose purposes are similar to those of the Corporation.

ARTICLE VII

LIABILITY AND INDEMNIFICATION

(a) To the full extent that the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors or officers, a director or officer of the Corporation shall not be liable to the Corporation for monetary damages.

(b) To the full extent permitted and in the manner prescribed by the Virginia Nonstock Corporation Act and any other applicable law, the Corporation shall indemnify a director or officer of the Corporation who is or was a party to any proceeding by reason of the fact that he or she is or was such a director or officer or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators.

ARTICLE VIII

REGISTERED AGENT AND OFFICE

The post office address of the registered office shall be c/o Kaufman & Canoles, P.C., 150 W. Main Street, Suite 2100, Norfolk, Virginia 23510, in the City of Norfolk. The registered agent shall be Richard C. Mapp, III, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar, and whose business address is the same as the address of the initial registered office.

EXHIBIT 1-0

**RESIDENTIAL CORPORATION
OFFICERS & BOARD OF DIRECTORS
JULY 2019—JUNE 2020**

President:
Richard Mapp

Secretary:
Graham Covington

Vice President:
Pam Katrancha

Treasurer:
Jennifer Harris

Term to Expire June 2020

Richard C. Mapp, III (3rd Term)
HHF Appointed
Partner
Chairman of the Employee Benefits
Practice Group
Kaufman & Canoles
P.O. Box 3037
Norfolk, VA 23514
Home phone: 857-1801
Work phone: 624-3285
E-mail: rcmapp@kaufcan.com

Matthew Fine (3rd Term)
HHF Appointed
Sculptor
Owner, The Safe Place Mini Storage
6137 Miller Store Road
Norfolk, VA 23502
Home phone: 451-4910
Work phone: 853-2301
Cell phone: 407-1368
Fax: 853-5969
E-mail: matthewfine@cox.net

Pam Katrancha (3rd Term)
HHF Appointed
Franchisee for Hickory Farms
Owner, Garden Gazebo
615 West Princess Anne Road
Norfolk, VA 23517
Work phone: 757-461-0337
Fax phone: 757-461-1179
Cell phone: 757-286-9249
E-mail: pam@gardengazebo.com

Term to Expire June 2021

Graham Covington (2nd Term)

TRC Elected

Vice President

Covington Contracting, Inc.

152 Newtown Road, Suite 120

Virginia Beach, VA 23462

Cell phone: 757-685-5924

Work phone: 757-490-9675

gcovington@covingtoncontracting.com

Ruthe Russell (2nd Term)

TRC Elected

801 Summerset Lane

Virginia Beach, VA 23452

Cell phone: 757-449-2287

Rutherford801@gmail.com

Term to Expire June 2022

Altay Uzun (1st Term)

TRC Elected

Marcus & Millichap

Director of Real Estate Acquisitions and
Dispositions

1592 Lake Christopher Dr.

Virginia Beach, VA 23464

Work Phone: (202) 536-3719

Cell Phone: (757) 639-7989

Email: Altay.Uzun@marcusmillichap.com

Anne Standing (1st Term)

TRC Elected

Owner

Panache Interiors, Inc.

308 Galleon Drive

Virginia Beach, VA 23451

Hm Phone: 437-1573

Wk Phone: 422-3815

Wk Fax: 422-3823

E-mail: ajstanding@cox.net

Bryan Fowler (1st Term)

TRC Elected

Chaplain

Architectural Graphics Inc.

1426 Cedar Lane

Norfolk, VA 23508

Cell phone: (757) 646-1955

Email: bfowler@agisign.com

Jennifer Harris (2nd Term)

TRC Elected

Development Manager

Armada Hoffler Properties

222 Central Park Ave. Ste. 2100

Virginia Beach, VA 23462

Home phone: 757-439-2412

Work phone: 757-366-4330

Cell phone: 757-439-2412

jedetwei@vt.edu

DiAna White (1st Term)

HHF Appointed

Vice President

American Funds

5300 Robin Hood Road

Norfolk, Virginia 23513

Hm Phone: 483-4606

Wk Phone: 670-4521

Cell Phone: 403-2164

Fax Phone: 670-4608

Email: Diana.White@capgroup.com

Joshua Harris (unexpired term)

HHF Appointed

Vice President

Merrill Lynch

409 53rd Street

Virginia Beach, VA 23451

Hm Phone: 880-3508

Wk Phone: 631-5513

Fax Phone: 512-6111

E-mail: josh.harris@ml.com

Board Member	Hope House Residential Corporation	TRC	Since HHRC	Since TRC
Pam Katrancha	1998	2016	21 yrs	3 yrs
Richard Mapp	2000	2016	19 yrs	3 yrs
Matthew Fine	2001	2016	18 yrs	3 yrs
Graham Covington	2013	2016	6 yrs	3 yrs
Jennifer Harris	2015	2016	4 yrs	3 yrs
Ruthe Russell		2016		3 yrs
Janet Davis		2017		2 yrs
Anne Standing		2017		2 yrs
Bryan Fowler		2017		2 yrs
Altay Uzun		2017		2 yrs
DiAna White		2018		1 yrs

EXHIBIT 2-a

The History of the Residential Corporation

1984

Founded in 1984 by the Board of Hope House Foundation as an affiliate organization, forming its own Board of Directors and tasked with the purpose of acquiring and maintaining housing.

1992

In the 90's, what was then known as the Hope House Residential Corporation, began buying small apartment buildings in the community. This was in response to an understanding that the people that Hope House Foundation supported were dissatisfied with living in group homes and the congregate nature of their lifestyle. Three small properties were acquired in the Ghent Section of Norfolk, where people had been living in group homes at the time. A property management company was hired to manage the properties and the company had one employee.

2000

Over time the Hope House Residential Corporation sought to purchase properties that would not only provide the privacy and control of having one's own home and the security of a lease; but where immediate neighbors would not only be those with disabilities or persons supported by Hope House Foundation. At this critical juncture, Hope House again pursued an innovative solution: the establishment of a Capital Campaign in 2000 to solicit funding for the purchase of apartment buildings. More than one million dollars was raised to support the purchase of small apartment buildings to enable the persons supported by Hope House, and non-disabled members of the community, to live side-by-side. Over the next decade 7 properties were purchased with 14-26 units in each property, all integrated with persons from the general community.

2010-
Present

In the desire to more fully integrate persons supported by Hope House Foundation living in properties owned by the Hope House Residential Corporation; the criteria for even larger property become the norm, and from that time until 2017, three properties of 29-32 units were purchased. In 2014, the Housing Director position was developed and hired. In 2016 the Hope House Residential Corporation further separated itself from its affiliate Hope House Foundation and became the Residential Corporation owning 11 properties consisting of a total of 217 units.



The History of Hope House

1964

Hope House Foundation was founded in 1964 by a group of parents of adult children with disabilities who were seeking an alternative to institutionalization. A donated home on Granby Street in Norfolk became the first community-based group home for adults with developmental disabilities in Virginia.

1988

Over time Hope House realized that the people we supported were interested in having more privacy, choice, and individualized interaction with the community than group homes offered. By 1988, **Hope House made the bold move to begin to close its group homes to support people with developmental disabilities in their own homes**, in neighborhoods throughout the community.

Supporting people living individually in the community was an uphill battle, as Medicaid Waiver and Community Service Board funding streams were preferential to congregate living and group-based support services. Over time, acceptance was won; however, funding has remained low. To adequately support people in their own homes, **Hope House began fundraising in the community to supplement public funding for adults with developmental disabilities.**

1990

As Hope House led the community inclusion movement in Virginia through the 1990's, the lack of safe and affordable housing options for low income persons became evident, and housing opportunities in preferred neighborhoods were seldom available for the low income persons we supported, many of whom qualified for housing assistance vouchers. **By 1995, all the persons supported by Hope House lived in their own apartments and homes.**

2000

At this critical juncture, The Residential Corp. was established as an affiliate of Hope House Foundation to purchase apartment buildings to enable the persons supported by Hope House, and non-disabled members of the community, to live side-by-side. The Residential Corp eventually became its own independent board with its own articles of incorporation. While they are no longer a part of Hope House Foundation, their mission remains focused on providing affordable housing in the Tidewater area. This includes a continued partnership with many of the individuals that Hope House Foundation supports.

2016

Today, over 120 persons supported by Hope House live independently in 15 neighborhood locations in Norfolk, Chesapeake, and Virginia Beach. In 2008, we were awarded the American Association for Intellectual and Developmental Disabilities national award for *full* community inclusion. In 2012, the ANCOR Foundation awarded Hope House Foundation the honor of Best Service Provider. **We remain the only organization in Virginia that exclusively supports persons with development disabilities in their own homes.**

EXHIBIT 2-g

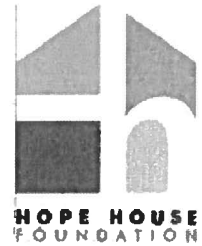
Properties Overview Query1
The Residential Corp

Thursday, February 07, 2019
 2:46:02 PM

Property Name	Area	Address	City	Zip	Purchase Date
BEACHCOMBER	West Ocean View	251 & 255 W. Ocean View Avenue	Norfolk	23503	3/24/2016
BISON	Belaire	7919 Bison Ave	Norfolk	23518	4/30/2002
DADSON	Chic's Beach	4777 Dadson Ct.	Virginia Beach	23455	1/18/2017
DOMINION	ODU Village	1063 W. 48th Street	Norfolk	23508	4/17/2001
GRANBY	Ocean View	9525 Granby St	Norfolk	23503	6/27/2003
HARRINGTON	Ghent	825 Harrington Avenue	Norfolk	23517	10/30/1992
LAKEWOOD	Shadowlawn	801-851 Sandy Ct.	Virginia Beach	23451	2/29/2008
PINEMANOR	Ocean View	201 E. Ocean View Avenue	Norfolk	23503	10/25/2011
PRINCESSANNE	Ghent	721 West Princess Anne Road	Norfolk	23517	3/15/1995
REDGATE	West Ghent	1219 & 1223 Redgate Avenue	Norfolk	23507	6/7/2004
SPEEDY	Norfolk Highlands	1810 Speedy Avenue	Chesapeake	23320	4/26/2006
PINEMANOR	Ocean View	203 E. Ocean View Avenue	Norfolk	23503	10/25/2011
PINEMANOR	Ocean View	9642 Selby Place	Norfolk	23503	10/25/2011
PINEMANOR	Ocean View	9646 Selby Place	Norfolk	23503	10/25/2011
PINEMANOR	Ocean View	9652 Selby Place	Norfolk	23503	10/25/2011

Apartments Where Hope House Foundation Provides Support to Individuals

Bison (Commonwealth Property Group) 7919 Bison Ave, Norfolk, VA 23518 110 W 26th Street Norfolk, VA 23517
Dominion (Commonwealth Property Group) 1063 W. 48th St, Norfolk, VA 23508
Enfield Gardens Apartments 7704 Enfield Ave, Norfolk, VA 23505
Granby (Commonwealth Property Group) 9525 Granby St, Norfolk, VA 23503
Harrington (Commonwealth Property Group) 825 Harrington Ave, Norfolk, VA 23517
929 Harrington Avenue (Pilgram LLC) Norfolk, VA 23517
Sandy Court LLC (Commonwealth Property Group) Sandy Court, Va. Beach, VA, 23451
Seaside Harbor Apartments (Lawson Companies) 18 th Street Virginia Beach, VA
Lake Village Apartments (Lawson Companies) Lake Village Dr, Chesapeake, VA 23323
408 Painter Street (Riverpoint Apartments) Norfolk, VA 23505
Pelham Place (Sunnyside & Associates) 521 Boissevain Ave. Apt. 31B, Norfolk, VA 23507
Pine Manor (Commonwealth Property Group) 201 E. Ocean View Ave. Norfolk, VA 23503
Princess Anne (Commonwealth Property Group) 721 W. Princess Anne Rd, Apt I , Norfolk, VA 23517
826 Princess Anne Road (Princess Anne Apartments) Norfolk, VA 23517
Redgate (Commonwealth Property Group) 1223 Redgate Avenue, Apt 3 , Norfolk, VA 23507
Speedy (Commonwealth Property Group) 1810 Speedy Ave. Apt. 3 , Chesapeake, VA 23320
910 Spotswood Avenue (Howard Hanna Realty) Norfolk, VA 23517
Spotswood Ave (Cavalier Land) Norfolk, VA 23517
5423 Tidewater Drive (Stonebridge Manor) Norfolk, VA 23509



The History of Hope House

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What We Do at Hope House Foundation



Benefit Procurement & Maintenance

- SSI
- SSDI
- Medicaid
- Medicare
- Food Stamps
- Fuel Assistance
- Section VIII subsidies
- VA benefits
- Civil Service benefits
- Appeal cases

Dressing and Clothing Care

- Assist with wearing clean clothing
- Dressing
- Maintaining a neat appearance
- Assisting with laundry
- Repairing clothing
- Assist with the purchase of clothing

Family Support

- Serve as liaison with family members
- Assist families with accessing community resources
- Assist individuals supported with accessing family members
- Encourage family involvement with individuals supported

Financial

- Prepare monthly budgets
- Cash benefit/paychecks
- Pay bills
- Handle and secure cash
- Assist with purchases
- Serve as liaison with bill collectors
- Open/maintain/close bank accounts
- Intervene in financial crises
- Loan money
- Negotiate payment plans and write offs
- Obtain scholarships
- File taxes

Household Maintenance

- Use of cleaning equipment
- Cleaning
- Home repair and maintenance

Legal

- Assist with weddings and divorces
- Assist with gaining visitation rights
- Provide attorney representation when needed

- Seek assistance with legal/court system when needed
- Negotiate crisis with police

Meal Planning and Preparation

- Nutrition (inc. dietary restrictions)
- Grocery lists
- Menu planning
- Grocery purchase and storage
- Table setting
- Use of appliances
- Cooking
- Dishwashing
- Dining skills

Medical

- Schedule and attend annual physicals
- Schedule & attend semi-annual dentals
- Schedule and attend routine medical appts. (i.e., neurologist, dermatologist, podiatrist, etc.)
- Schedule and attend mental health appts. (i.e., psychologist, psychiatrist, counselor, etc.)
- Respond to medical emergencies
- Order medications & fill prescriptions
- Oversee administration of medications
- Coordinate hospitalizations (medical & psychiatric)
- Perform first aid

Personal Care

- Bathing
- Use of hygiene products
- Oral hygiene
- Hair care
- Toileting
- Nail care

Political/Advocacy

- Provide voter education
- Provide assistance with voting
- Educate community and service agencies
- Write letters to politicians
- Attend public hearing/rallies
- Support People First
- Provide education on rights

Reading

- Correspondence
- Bills
- Benefit information

Recreation/Social Activities

- Utilizing community resources
- Vacations

Relocation

- Securing apartments

Safety

- Carrying ID
- Locking doors
- Using equipment/appliances safely
- Responding to emergencies (calling 911)
- Accessing HHF on-call emergency system
- Testing smoke alarms
- Practicing evacuation procedures
- Smoking safely

Sexuality

- Understanding sexuality
- Understanding relationships
- Practicing safe sex

Telephone Usage

- Making calls
- Receiving calls

Travel/Transportation

- Crossing Streets
- Riding city bus
- Utilizing handi-ride services
- Purchasing bus passes and tickets

Vocation/Day Activities

- Liaison with vocational/day support staff
- Provide staffing when people are home due to illness, vacation, suspension, etc.
- Assist unemployed individuals with finding jobs/day activities
- Provide job training
- Monitor employee benefits

Writing

- Correspondence
- Applications
- Bills

Other

- Meet state licensure regulations
- Maintain records for all the individuals we serve
- Document all services provided
- Compile monthly reports for services board

★ This is a general list of services provided by Hope House Foundation. Services are in no way limited to these items.



Non-profit Questionnaire Request for Supplemental Documentation

Part II, Section 6, of the Qualified Allocation Plan ("QAP") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended (the "Code") establishes certain requirements for receiving credits from the Non-profit Pool established under the QAP and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Please submit the following **only if** the Non-profit has not previously been approved as a qualified Non-profit to compete for tax credits in the Non-profit pool in the community where the proposed development is located.

- IRS Determination Letter
- Articles of Incorporation and by-laws
- Joint Venture Agreement Check if not applicable
- Consultant's Contract Check if not applicable
- Virginia Department of Agriculture and Consumer Services Form 102 (N/A)
- Non-profit's last 3 years of IRS Form 990
- Non-profit's most recent financial statements
- Other (please list)

If you cannot provide any of the above, please provide a written explanation. See attached.

The undersigned Non-profit hereby each certify that, to the best of its knowledge, all of the foregoing information is correct, 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.

3/6/2020
Date

The Residential Corporation
Non-profit

By: [Signature]
Board Chairman

By: [Signature]
Executive Director

WRITTEN EXPLANATION

Since The Residential Corporation was a nonprofit participant in the development of a qualified low-income housing project which was awarded tax credits in a previous year, we do not believe the Request for Supplemental Documentation is required. Nevertheless, in the event the same is required, and for ease of reference, the Supplemental Documentation identified with check marks in the Non-profit Questionnaire's "Request for Supplemental Documentation" is supplied herewith.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077950279
Apr. 05, 2018 LTR 4168C 0
52-1347380 000000 00

00044683

BODC: TE

RESIDENTIAL CORPORATION
% REBECCA DUGGER
801 BOUSH ST STE 302
NORFOLK VA 23510-1533



2968

Employer ID Number: 52-1347380
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 13, 2018, regarding your tax-exempt status.

We issued you a determination letter in AUGUST 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (4).

Because you're not an organization described in IRC Section 170(c), donors cannot deduct contributions they make to you. You should advise your contributors that their contributions to you are not deductible.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond,

April 13, 1984

This is to Certify that the certificate of incorporation of

HOPE HOUSE RESIDENTIAL CORP.

*was this day issued and admitted to record in this office
and that the said corporation is authorized to transact its
business subject to all the laws of the State applicable to the
corporation and its business.*



State Corporation Commission

William E. Young
Clerk of the Commission



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

September 8, 2016

CHARLOTTE RAWLS
KAUFMAN & CANOLES, P.C.
P. O. BOX 3037
NORFOLK, VA 23514

RECEIPT

RE: The Residential Corporation

ID: 0255042 - 4

DCN: 16-09-07-5871

Dear Customer:

This is your receipt for \$25.00 to cover the fee(s) for filing articles of restatement for a corporation with this office.

The effective date of the restatement is September 8, 2016.

Note: Prior to the effective date of this filing, the name of the above-referenced corporation was HOPE HOUSE RESIDENTIAL CORP..

This is also your receipt for \$100.00 to cover the fee(s) for expedited service(s).

Thank you for contacting our office. If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

AMENACPT
CIS0368

ARTICLES OF RESTATEMENT
RESTATING ARTICLES OF INCORPORATION
OF
HOPE HOUSE RESIDENTIAL CORP.

1. The name of the Corporation immediately prior to the restatement is Hope House Residential Corp.
2. The amendment adopted is the Amended and Restated Articles of Incorporation attached hereto as Exhibit A. The Restatement contains amendments to the Articles of Incorporation.
3. There being no Members, the Directors of the Corporation, at a meeting held on July 28, 2016, found said Amended and Restated Articles of Incorporation to be in the best interest of the Corporation, and approved and consented to the amendment. The amendment was adopted by at least two-thirds of the directors as required by Section 13.1-885 of the Code of Virginia.
4. The Amended and Restated Articles of Incorporation were approved pursuant to Article IX of the Articles of Incorporation of the Corporation.
5. For tax purposes, the Restatement of the Articles of Incorporation shall be effective July 1, 2016.

HOPE HOUSE RESIDENTIAL CORP.

By: 

Name: Richard C. Mapp, III

Title: President

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE RESIDENTIAL CORPORATION**

ARTICLE I

NAME

The name of the Corporation is The Residential Corporation.

ARTICLE II

PURPOSES

The Corporation is organized to receive, maintain and administer assets in perpetuity exclusively for the purpose of promoting social welfare by: (i) providing safe and affordable housing for individuals with disabilities in an integrated community setting; (ii) providing safe and affordable housing primarily to individuals who qualify as "low-income" in accordance with income limits published by the United States Department of Housing and Urban Development; and (iii) providing financial support to Hope House Foundation ("HHF").

ARTICLE III

TAX-EXEMPT OPERATIONS

The Corporation shall have and may exercise all powers and authorities now or hereafter conferred upon nonstock corporations under the laws of Virginia. However, no part of its net earnings shall inure to the benefit of any incorporator, trustee, director or officer of the

Corporation or any private individual, except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of the Corporation's purposes. No incorporator, trustee, director, officer or private individual shall be entitled to share in the distribution of any corporate assets upon its dissolution.

The Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. The Corporation may act to influence legislation, and otherwise engage in advocacy with respect to legislation, only to the extent permitted by the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), or similar statutes, applicable to organizations exempt from Federal income tax pursuant to Section 501(c)(4) of the Code.

Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from Federal income tax under Section 501(c)(4) of the Code.

ARTICLE IV

MEMBERS

The Corporation shall have no members.

ARTICLE V

BOARD OF DIRECTORS

(a) Unless otherwise specified in the Bylaws, the number of directors shall be not less than three (3) nor more than fifteen (15).

(b) There shall be two (2) classes of directors, as is hereinafter set forth:

(i) One class of directors, consisting of the smallest number of directors necessary to constitute a majority of the Board of Directors, shall be known as the "Independent Directors." The Independent Directors shall be elected by a majority vote of the directors present at the regular annual meeting of the Board of Directors (or, in the case of the initial Independent Directors, by a majority vote of the directors present at the first meeting of the Board of Directors occurring after the meeting at which these Amended and Restated Articles of Incorporation are approved). Each Independent Director shall hold office until the next annual meeting of the Board of Directors, or until his or her successor is elected. Any vacancy occurring among the Independent Directors shall be filled by vote of the remaining directors, with each successor Independent Director serving for the remainder of the term of the replaced Independent Director.

(ii) One class of directors, consisting of all directors other than the Independent Directors, shall be known as the "Foundation Directors." The Foundation Directors shall be elected by the Board of Directors of HHF in advance of the regular annual meeting of the Board of Directors of the Corporation (or, in the case of the initial Foundation Directors, at

the meeting of the Board of Directors of HHF at which these Amended and Restated Articles of Incorporation are approved). Each Foundation Director shall hold office for a term beginning on the date of such annual meeting (or, in the case of the initial Foundation Directors, beginning on the date of election) and ending at the next annual meeting, or until his or her successor is elected. Any vacancy occurring among the Foundation Directors shall be filled by vote of the Board of Directors of HHF, with each successor Foundation Director serving for the remainder of the term of the replaced Foundation Director.

ARTICLE VI

DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all liabilities of the Corporation, shall convey any remaining assets of the Corporation to HHF, or, if HHF is not then in existence or is not then an organization which is exempt from Federal income taxation under Section 501(c)(3) or Section 501(c)(4) of the Code, to an organization or organizations chosen by the Board of Directors which is exempt from Federal income taxation under Section 501(c)(3) or Section 501(c)(4) of the Code and whose purposes are similar to those of the Corporation.

ARTICLE VII

LIABILITY AND INDEMNIFICATION

(a) To the full extent that the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors or officers, a director or officer of the Corporation shall not be liable to the Corporation for monetary damages.

(b) To the full extent permitted and in the manner prescribed by the Virginia Nonstock Corporation Act and any other applicable law, the Corporation shall indemnify a director or officer of the Corporation who is or was a party to any proceeding by reason of the fact that he or she is or was such a director or officer or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators.

ARTICLE VIII

REGISTERED AGENT AND OFFICE

The post office address of the registered office shall be c/o Kaufman & Canoles, P.C., 150 W. Main Street, Suite 2100, Norfolk, Virginia 23510, in the City of Norfolk. The registered agent shall be Richard C. Mapp, III, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar, and whose business address is the same as the address of the initial registered office.

**AMENDED AND RESTATED
BYLAWS
OF
THE RESIDENTIAL CORPORATION**

**ARTICLE 1
PURPOSE**

The affairs and activities of The Residential Corporation (the "Corporation") shall be carried out at all times for the purposes and in accordance with the terms set forth in its Articles of Incorporation and these Bylaws, and in conformity with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") affecting nonprofit organizations described in Section 501(c)(4) of the Code.

**ARTICLE 2
DIRECTORS**

2.1 General Powers. The property, affairs and business of the Corporation shall be managed by the Board of Directors and, except as otherwise expressly provided by law, the Articles of Incorporation or these Bylaws, all the powers of the Corporation shall be vested in such Board.

2.2 Number of Directors. The Board of Directors shall be not less than three (3) nor more than fifteen (15) in number. The range in number of directors may be increased or decreased from time to time by amendment to these Bylaws. No decrease in number shall have the effect of shortening the term of any incumbent director.

2.3 Election of Directors; Quorum.

(a) There shall be two (2) classes of directors, as is hereinafter set forth:

(i) One class of directors, consisting of the smallest number of directors necessary to constitute a majority of the Board of Directors, shall be known as the "Independent Directors." The Independent Directors shall be elected by a majority vote of the directors present at the regular annual meeting of the Board of Directors (or, in the case of the initial Independent Directors, by a majority vote of the directors present at the first meeting of the Board of Directors occurring after the meeting at which these Amended and Restated Articles of Incorporation are approved). Each Independent Director shall hold office until the next annual meeting of the Board of Directors, or until his or her successor is elected. Any vacancy occurring among the Independent Directors shall be filled by vote of the remaining directors, with each successor Independent Director serving for the remainder of the term of the replaced Independent Director.

(ii) One class of directors, consisting of all directors other than the Independent Directors, shall be known as the "Foundation Directors." The Foundation Directors shall be elected by the Board of Directors of Hope House Foundation ("HHF") in advance of the

regular annual meeting of the Board of Directors of the Corporation (or, in the case of the initial Foundation Directors, at the meeting of the Board of Directors of HHF at which these Amended and Restated Articles of Incorporation are approved). Each Foundation Director shall hold office for a term beginning on the date of such annual meeting (or, in the case of the initial Foundation Directors, beginning on the date of election) and ending at the next annual meeting, or until his or her successor is elected. Any vacancy occurring among the Foundation Directors shall be filled by vote of the Board of Directors of HHF, with each successor Foundation Director serving for the remainder of the term of the replaced Foundation Director.

(b) A majority of the number of directors elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. The act of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Less than a quorum may adjourn any meeting.

(c) Notwithstanding the foregoing provisions of this Section, during such time as any vacancy remains unfilled, the remaining directors shall be deemed to constitute the full Board of Directors and shall be empowered to act as such.

2.4 Meetings of Directors. An annual meeting of the Board of Directors for the election of Independent Directors and officers, and the transaction of such other business as may come before the meeting, shall be held on such date, and at such time and place, as shall be fixed by resolution of the Board of Directors. If that day is a legal holiday, the annual meeting shall be held on the next succeeding day not a legal holiday. Other meetings of the Board of Directors shall be held at places within or without the Commonwealth of Virginia and at times fixed by resolution of the Board, or upon call of the President or any two (2) directors. The Secretary or officer performing the Secretary's duties shall give not less than five (5) days' notice by letter, electronic mail, telecopier, telephone or in person of all meetings of the Board of Directors, provided that, except as otherwise provided in these Bylaws, notice need not be given of the annual meeting or of regular meetings held at times and places fixed by resolution of the Board. Meetings may be held at any time without notice if all of the directors are present, or if those not present waive notice in writing either before or after the meeting. Except as otherwise provided in these Bylaws, the notice of meetings of the Board need not state the purpose of the meeting. Members of the Board of Directors or any committee designated thereby may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.5 Actions by Directors or Committee Without Meeting. Any action which may be taken at a meeting of the Board or of a committee may be taken without a meeting if a consent in writing, setting forth the action, is signed either before or after such action by all of the directors or all of the members of the committee, as the case may be.

2.6 Compensation. A director shall not be entitled to compensation for his or her services as a director. The foregoing shall not prevent the Board of Directors from reimbursing any director for expenses actually, necessarily and reasonably incurred in the performance of his or her duties as director, or from entering into a contract in the best interests of the Corporation

and on fair and reasonable terms, as determined by a vote of directors not having a material financial interest in the matter.

ARTICLE 3 COMMITTEES

3.1 Committees. The Board of Directors may establish such standing or special committees, including an executive committee, from time to time as it shall deem appropriate to conduct the activities of the Corporation and to advise the Board, and shall define the powers and responsibilities of such committees. The members and chairmen of all committees shall be appointed by the Board of Directors for a one-year term or until their successors are duly elected, but shall be subject to removal at any time by vote of a majority of the Board of Directors then in office. No committee appointed by the Board shall consist of fewer than two (2) members. Persons other than directors may be appointed as committee members by the Board of Directors. The voting rights, if any, of committee members other than directors shall be specified by the Board of Directors in its action designating such specific powers and responsibilities as may be determined by the Board of Directors. No committee shall have the power:

- (a) to approve amendments to these Bylaws or the Articles of Incorporation;
- (b) to approve any action or exercise any authority requiring the approval of more than a majority of a quorum of the Board of Directors under the laws of the Commonwealth of Virginia, the Articles of Incorporation or these Bylaws;
- (c) to take any action for which final authority is reserved to the Corporation or which has been prohibited by resolution of the Board of Directors; or
- (d) to take other action which may not be delegated to it under the laws of the Commonwealth of Virginia or under the provisions of the Articles of Incorporation or these Bylaws.

3.2 Meetings. Regular and special meetings of any committee established pursuant to this Article may be called and held subject to the same requirements with respect to time, place and notice as are specified in these Bylaws for regular and special meetings of the Board of Directors.

3.3 Quorum and Manner of Acting. A majority of the members of any committee serving at the time of any meeting thereof shall constitute a quorum for the transaction of business at such meeting. The action of a majority of those members present at a committee meeting at which a quorum is present shall constitute the act of the committee.

3.4 Resignation. Any member of a committee may resign at any time by giving written notice of his or her intention to do so to the President or the Secretary of the Corporation.

3.5 Vacancies. Any vacancy occurring in a committee resulting from any cause whatsoever may be filled by the Board of Directors.

ARTICLE 4
OFFICERS

4.1 Election of Officers; Terms. The officers of the Corporation shall consist of a President, a Vice President, a Secretary and a Treasurer. Other officers, including assistant and subordinate officers, may from time to time be appointed by the Board of Directors. All officers shall hold office until the next annual meeting of the Board of Directors or until their successors are appointed. Any two or more offices may be held by the same person.

4.2 Removal of Officers; Vacancies. Any officer of the Corporation may be removed summarily, with or without cause, at any time, by vote of a majority of the Board of Directors then in office. Vacancies may be filled by the Board of Directors.

4.3 Duties. The officers of the Corporation shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Directors. The Board of Directors may require any officer to give such bond for the faithful performance of his or her duties as the Board may see fit.

4.4 Compensation. An officer shall not be entitled to compensation for his or her services as an officer. The foregoing shall not prevent the Board of Directors from reimbursing any officer for expenses actually, necessarily and reasonably incurred in the performance of his or her duties as an officer, or from entering into a contract in the best interests of the Corporation and on fair and reasonable terms, as determined by a vote of directors not having a material financial interest in the matter.

ARTICLE 5
CONFLICT OF INTEREST POLICY

5.1 Compliance With Governing Law. The Corporation and the directors shall comply with all Virginia and local laws concerning conflict of interest transactions (as defined in Section 13.1-871 of the Virginia Code) applicable to Virginia nonstock corporations. In extension (and not in limitation) thereof, the directors shall comply with the provisions hereinafter set forth.

5.2 Abstention From Conflict Matters.

(a) Each director shall abstain from voting on, or from otherwise participating in any way in any decision concerning, any transaction between the Corporation and such director, between the Corporation and a member of such director's family (as hereinafter defined), or between the Corporation and a business entity, trust, or estate which such director or family member directly or indirectly controls or with respect to which such director or family member has a material financial interest (any such transaction is hereinafter referred to as a "Conflict of Interest Transaction"). For purposes of this Article, the following persons shall be deemed to be members of a director's family: such director's spouse, the grandparents of such

director or of such director's spouse, the lineal descendants of the grandparents of such director or of such director's spouse, and the spouse of each such grandparent or lineal descendant.

(b) Any director who becomes aware of an actual or potential conflict of interest on the part of such director or on the part of a member of such director's family must promptly disclose such interest to the Board of Directors (any such director is hereinafter referred to as a "Conflicted Director" and any such conflict of interest is hereinafter referred to as the "Conflict"). Such Conflict shall be made a matter of record. When such Conflict becomes relevant to any matter requiring action by the Board of Directors or any committee thereof, such Conflict shall be called to the attention of the Board of Directors or such committee, as the case may be, and the Conflicted Director shall remove himself or herself from the discussions and abstain from voting on such matter.

5.3 Permissible Conflict of Interest Transactions. The Corporation may enter into a Conflict of Interest Transaction if, in advance of doing so, the Board of Directors (i) takes reasonable steps to ensure that the terms of such transaction are fair and reasonable to the Corporation under the circumstances, and (ii) documents such steps and the basis for the conclusion that such transaction is fair and reasonable to the Corporation.

5.4 Officers; Committee Members. The foregoing provisions of this Article shall also apply to officers of the Corporation and to committee members.

ARTICLE 6 LIABILITY AND INDEMNIFICATION

6.1 Limitation on Liability of Officers and Directors. To the full extent that the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors or officers, a director or officer of the Corporation shall not be liable to the Corporation for monetary damages.

6.2 Indemnification. To the full extent permitted and in the manner prescribed by the Virginia Nonstock Corporation Act and any other applicable law, the Corporation shall indemnify a director or officer of the Corporation who is or was a party to any proceeding by reason of the fact that he or she is or was such a director or officer or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

6.3 Directors, Officers, Employers or Agents. Reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators.

ARTICLE 7 CORPORATE RECORDS

7.1 Minutes of Meetings and Records of Actions Taken Without Meetings. The Corporation shall keep as permanent records minutes of all meetings of its Board of Directors

and all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation.

7.2 Accounting Records. The Corporation shall maintain appropriate accounting records.

7.3 Form of Records. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

7.4 Specific Records Which Corporations Must Keep. The Corporation shall keep a copy of the following records:

(a) The Corporation's Articles or Restated Articles of Incorporation and all amendments to them currently in effect;

(b) The Corporation's Bylaws or restated Bylaws and all amendments to them currently in effect;

(c) A list of the names and business addresses of the Corporation's current directors and officers; and,

(d) The Corporation's most recent annual report delivered to the State Corporation Commission.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Seal. The seal of the Corporation, if any, shall consist of a flat-faced circular die, of which there may be any number of counterparts, on which there shall be engraved the word "Seal" and the name of the Corporation.

8.2 Fiscal Year. The fiscal year of the Corporation shall end on June 30th and shall consist of such accounting periods as may be fixed by the Board of Directors.

8.3 Checks, Notes and Drafts. Checks, notes, drafts and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize. Absent such authorization, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President. The signature of any such authorized person (whether authorized by the Board of Directors or these Bylaws) may be a facsimile.

8.4 Amendment of Articles of Incorporation and Bylaws. The Corporation's Articles of Incorporation may be amended or altered at any meeting of the Board of Directors by a resolution adopted by at least two-thirds of the Corporation's directors, and these Bylaws may be amended or altered at any meeting of the Board of Directors by a resolution adopted by at least two-thirds of the Corporation's directors present; provided, however, that at least thirty (30) days in advance of any such meeting, written notice (whether by letter, electronic mail, or telecopier)

thereof is provided to all directors, which notice shall contain the proposed amendment(s) or alteration(s); provided, further, that no such amendment or alteration shall be effective unless approved by the Board of Directors of HHF.

8.5 Voting of Stock Held. Unless otherwise provided by resolution of the Board of Directors, the President may from time to time appoint an attorney or attorneys or agent or agents of this Corporation, in the name and on behalf of this Corporation, to cast the vote which this Corporation may be entitled to cast as a stockholder or otherwise in any other corporation, any of whose stock or securities may be held by this Corporation, at meetings of the holders of the stock or other securities as may be held by this Corporation, or to consent in writing to any action by any such other corporation; and the President shall instruct the person or persons so appointed as to the manner of casting such votes or giving such consent and may execute or cause to be executed on behalf of this Corporation, and under its corporate seal or otherwise, such written proxies, consents, waivers or other instruments as may be necessary or proper. In lieu of such appointment the President may himself or herself attend any meetings of the holders of stock or other securities and exercise any or all powers of this Corporation as the holder of such stock or other securities of such other corporation.

8.6 Use of Pronouns. Whenever used herein, the masculine pronouns shall include the feminine, the feminine shall include the masculine, the singular shall include the plural and the plural shall include the singular.



Tel: 757-640-7190
Fax: 757-640-7297
www.bdo.com

150 Boush Street, Suite 1100
Town Point Center
Norfolk, VA 23510

MS. CAREN LYNNE SEAGLE, EXECUTIVE DIRECTOR
HOPE HOUSE FOUNDATION
801 BOUSH STREET, SUITE 302
NORFOLK, VA 23510

DEAR MS SEAGLE:

ENCLOSED ARE THE ORIGINAL AND ONE COPY OF YOUR INCOME TAX RETURNS
FOR THE PERIOD ENDED JUNE 30, 2017 FOR:

HOPE HOUSE FOUNDATION AS FOLLOWS...

2016 990 - RETURN OF ORGANIZATION EXEMPT FROM INCOME TAX
2016 SCHEDULE A - PUBLIC CHARITY STATUS AND PUBLIC SUPPORT
2016 SCHEDULE B - SCHEDULE OF CONTRIBUTORS
2016 SCHEDULE D - SUPPLEMENTAL FINANCIAL STATEMENTS
2016 SCHEDULE G - SUPPLEMENTAL INFO. REGARDING FUNDRAISING/GAMING
2016 SCHEDULE I - GRANTS & OTHER ASSIST. TO ORG/GOV/IND. IN THE U.S
2016 SCHEDULE M - NONCASH CONTRIBUTIONS
2016 SCHEDULE O - SUPPLEMENTAL INFORMATION TO FORM 990 OR 990EZ
2016 SCHEDULE R - RELATED ORGANIZATIONS AND UNRELATED PARTNERSHIPS
2016 8879-EO - IRS E-FILE SIGNATURE AUTHORIZATION

EACH ORIGINAL SHOULD BE DATED, SIGNED AND FILED IN ACCORDANCE WITH
THE FILING INSTRUCTIONS. THE COPY SHOULD BE RETAINED FOR YOUR FILES.

WE SINCERELY APPRECIATE THIS OPPORTUNITY TO SERVE YOU. PLEASE CONTACT
US IF YOU HAVE QUESTIONS CONCERNING THE RETURNS OR IF WE MAY BE OF
FURTHER ASSISTANCE.

VERY TRULY YOURS,

JAMES E PRINCE III
BDO USA, LLP

ENCLOSURE (S)



Tel: 757-640-7190
Fax: 757-640-7297
www.bdo.com

150 Boush Street, Suite 1100
Town Point Center
Norfolk, VA 23510

INSTRUCTIONS FOR FILING
HOPE HOUSE FOUNDATION
FORM 8879-EO - IRS E-FILE SIGNATURE AUTHORIZATION
FOR THE PERIOD ENDED JUNE 30, 2017

SIGNATURE...

THE ORIGINAL IRS E-FILE SIGNATURE AUTHORIZATION FORM SHOULD BE SIGNED (USE FULL NAME) AND DATED BY THE TAXPAYER.

FILING...

RETURN YOUR SIGNED FORM 8879-EO TO:

BDO USA, LLP
150 BOUSH STREET, SUITE 1100
NORFOLK VA 23510

PAYMENT OF TAX...

NO PAYMENT OF TAX IS REQUIRED.

FORM 8879-EO SERVES AS A REPLACEMENT FOR YOUR SIGNATURE THAT WOULD BE AFFIXED TO FORM 990 IF YOU PAPER FILED YOUR RETURN. PLEASE DO NOT SEPARATELY FILE FORM 990 WITH THE INTERNAL REVENUE SERVICE. DOING SO WILL DELAY THE PROCESSING OF YOUR RETURN.

WE MUST RECEIVE YOUR SIGNED FORM BEFORE WE CAN ELECTRONICALLY TRANSMIT YOUR RETURN WHICH IS DUE ON MAY 15, 2018. WE WOULD APPRECIATE YOUR RETURNING THIS FORM AS SOON AS POSSIBLE AS THIS WILL EXPEDITE THE PROCESSING OF YOUR RETURN. THE INTERNAL REVENUE SERVICE WILL NOTIFY US WHEN YOUR RETURN IS ACCEPTED. YOUR RETURN IS NOT CONSIDERED FILED UNTIL THE INTERNAL REVENUE SERVICE CONFIRMS THEIR ACCEPTANCE, WHICH MAY OCCUR AFTER THE DUE DATE OF YOUR RETURN.

Form **8879-EO**

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

For calendar year 2016, or fiscal year beginning 07/01, 2016, and ending 06/30, 20 17

Department of the Treasury
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.

2016

▶ Information about Form 8879-EO and its instructions is at www.irs.gov/form8879e.

Name of exempt organization

HOPE HOUSE FOUNDATION

Employer identification number

54-0804383

Name and title of officer

CAREN LYNNE SEAGLE, EXECUTIVE DIRECTOR

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a	Form 990 check here ▶	<input checked="" type="checkbox"/>	b	Total revenue, if any (Form 990, Part VIII, column (A), line 12) . . .	1b	<u>10732518.</u>
2a	Form 990-EZ check here ▶	<input type="checkbox"/>	b	Total revenue, if any (Form 990-EZ, line 9)	2b	_____
3a	Form 1120-POL check here ▶	<input type="checkbox"/>	b	Total tax (Form 1120-POL, line 22)	3b	_____
4a	Form 990-PF check here ▶	<input type="checkbox"/>	b	Tax based on investment income (Form 990-PF, Part VI, line 5).	4b	_____
5a	Form 8868 check here ▶	<input type="checkbox"/>	b	Balance Due (Form 8868, line 3c)	5b	_____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2016 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize BDO USA, LLP to enter my PIN 18272 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2016 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶

Date ▶ 11/01/2017

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

54222613538

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2016 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶

Date ▶

**ERO Must Retain This Form - See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do So**

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2016)

J

Relocation Plan

(MANDATORY, if tenants are displaced)

K

Documentation of
Development Location

K.1

Revitalization Area
Certification



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD.
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries.
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below.

*The above-referenced development is located in a Revitalization Area in the City of Norfolk, Virginia. The revitalization area is (i) **either** (1) ~~blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition,~~ or (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; **and** (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

Form and Correctness Approved: 

Contents Approved:

By 

Office of the City Attorney

By 

DEPT. Development

NORFOLK, VIRGINIA

RESOLUTION No.

A RESOLUTION TO DESIGNATE THE AREA KNOWN AS 5827 CURLEW DRIVE, 5845 CURLEW DRIVE, AND 5786 SELLGER DRIVE, BOUNDED ON THE NORTH BY CURLEW DRIVE AND ON THE SOUTH BY SELLGER DRIVE, IN THE CITY OF NORFOLK AS THE CURLEW REVITALIZATION AREA.

- - -

WHEREAS, pursuant to § 36-55.30 of the Code of Virginia, 1950, as amended (the "Code"), the Virginia Housing Development Authority ("VHDA") is granted and may exercise powers related to the development and financing of residential housing in the Commonwealth of Virginia; and

WHEREAS, a municipality may designate a revitalization area pursuant to § 36-55.30:2A of the Code to empower VHDA to provide financing for a mixed-income housing project in such revitalization area;

WHEREAS, a revitalization area can be distinguished from a "Redevelopment Area" in that designation of a revitalization area is for the purpose of enabling VHDA to provide financing for a mixed-income or affordable housing project whereas designation as a "Redevelopment Area" is for the purpose of giving a redevelopment and housing authority certain enumerated powers to act within the area to further the redevelopment objectives of the authority; and

WHEREAS, an important aspect of the City's vision is to help create healthy, vibrant mixed-income communities, replete with market rate and affordable housing options, increased economic activity that expands job opportunities for all residents, and amenities that adequately address local resident demands, including quality shopping, cultural and recreational resources, and high-performing schools; and

WHEREAS, in keeping with the City's vision set forth above and pursuant to § 36-55.30:2A of the Code, the City Council desires to designate and to establish the area of the City within the boundary lines shown on Exhibit A attached hereto as a revitalization area to be known as the "Curlew Revitalization Area"; and

WHEREAS, the area of the City encompassed by the Curlew Revitalization Area is to be determined in accordance with Exhibit A but can be described generally as the property located at 5827 Curlew Drive, 5845 Curlew Drive, and 5786 Sellger Drive, bounded on the north by Curlew Drive and on the south by Sellger Drive; now, therefore

BE IT RESOLVED by the Council of the City of Norfolk:

Section 1: That in furtherance of the above-stated desire and intent of the City Council and pursuant to § 36-55.30:2A of the Code, the City Council hereby designates that area shown within the boundary lines on Exhibit A attached hereto as the Curlew Revitalization Area.

Section 2: That the City Council hereby finds that the industrial, commercial or other economic development of the Curlew Revitalization Area will benefit the City, but the Curlew Revitalization Area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Curlew Revitalization Area.

Section 3: That the City Council further finds that private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Curlew Revitalization Area and will induce other persons and families to live within the Curlew Revitalization Area and thereby create a desirable economic mix of residents in the Curlew Revitalization Area.

Section 4: That this resolution shall be in effect from and after its adoption.

EXHIBIT A
CURLEW REVITALIZATION AREA



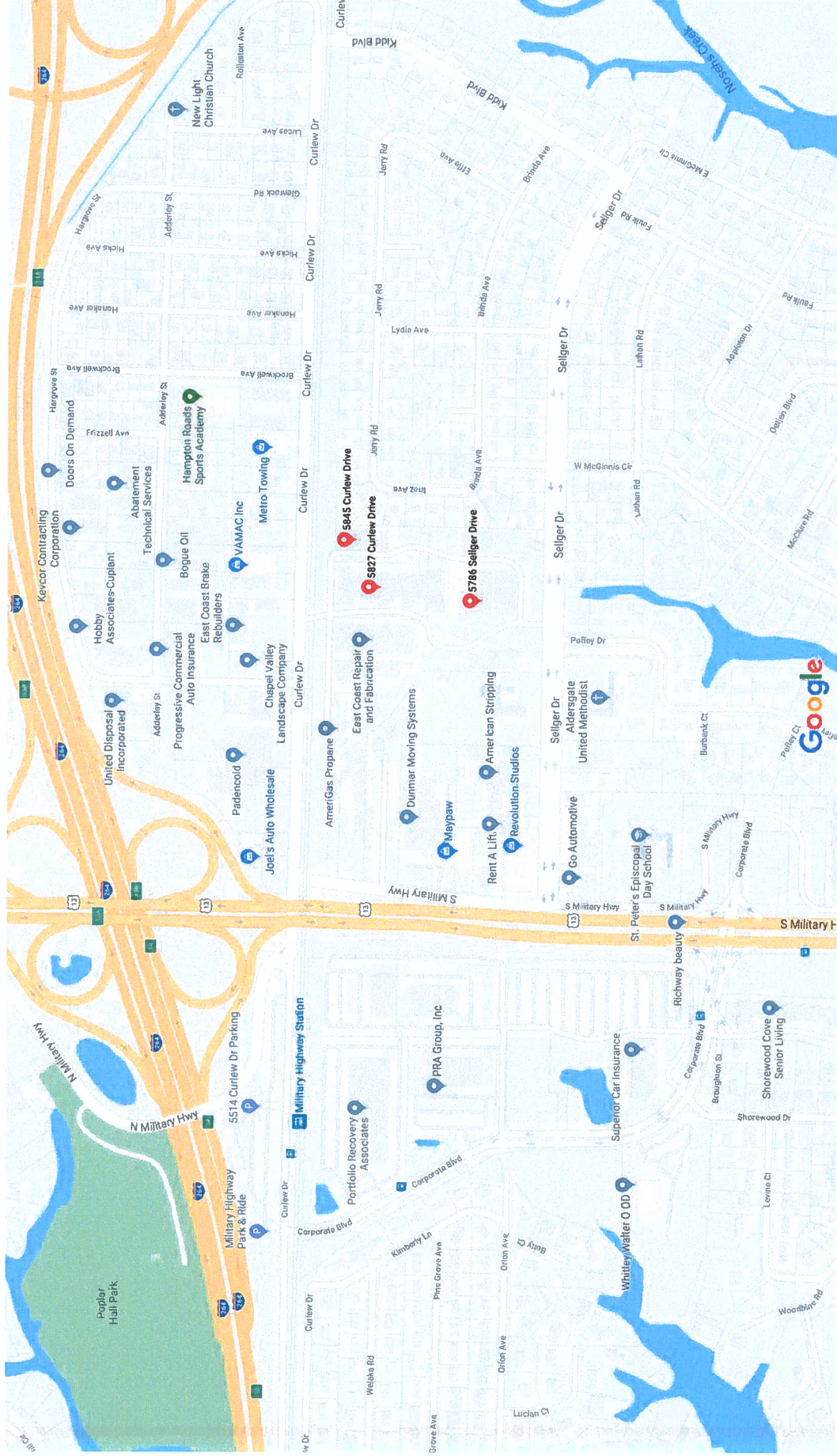
K.2

Location Map



5827 Curlew Drive, 5845 Curlew Drive, 5786 Seliger Drive

K.2 Location Map



Map data ©2020 Google 200 ft

"5827 Curlew Drive" "Curlew Drive"

5827 Curlew Dr

Norfolk, VA 23502

"Curlew Drive" "Curlew Drive, 5786 Sellger Drive"

5786 Sellger Dr

Norfolk, VA 23502

"Curlew Drive, 5845 Curlew Drive" "Sellger Drive"

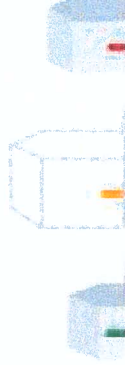
5845 Curlew Dr

Norfolk, VA 23502

Don't see what you're looking for?
Try Google Search instead

Should this place be on
Google Maps?

[Add a missing place](#)



K.3

Surveyor's Certification of
Proximity to Public
Transportation

Surveyor's Certification of Proximity to Transportation

DATE: February 4, 2020

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220-6500

RE: 2020 Tax Credit Reservation Request

Name of Development: Riverside Station Apartments
Name of Owner: Curlew Apts. I, L.P.

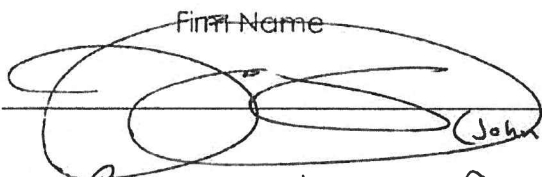
Gentlemen:

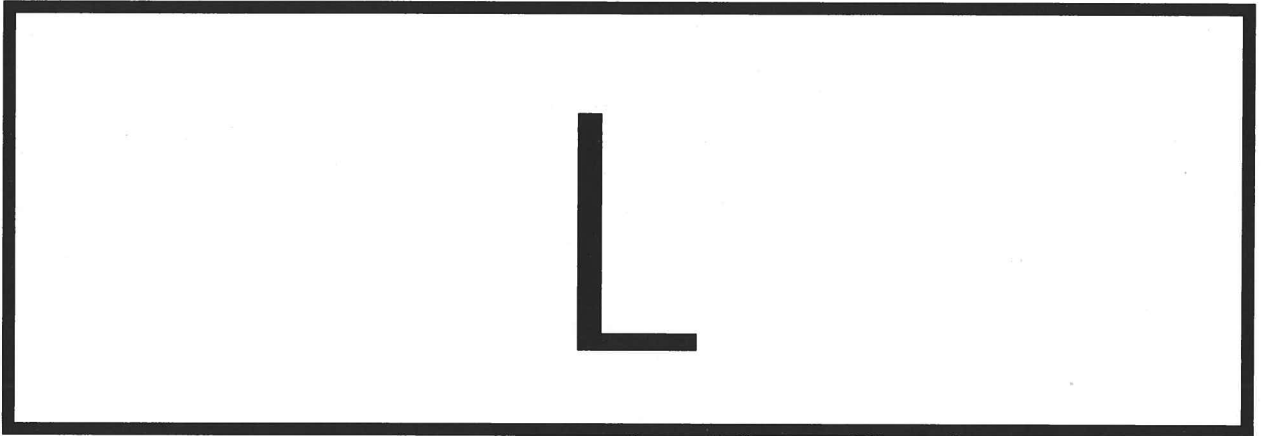
This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

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 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Timmons Group

By:  (John Zaszewski)
Its: GROUP LEADER
Title



PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: Riverside Station Apartments

Tracking #: 2020-C-35

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

General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.



PHA or Section 8 Notification Letter

DATE: February 26, 2020

TO: Mr. Ronald Jackson
 Norfolk Redevelopment and Housing Authority
 555 E. Main St., Norfolk, VA 23510

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Riverside Station Apartments
 Name of Owner: Curlew Apts. I, L.P.

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 May 1, 2022 (date).

The following is a brief description of the proposed development:

Development Address:
5827 Curlew Drive, Norfolk, VA 23502
5845 Curlew Drive, Norfolk, VA 23502 and 5786 Sellger Drive, Norfolk, VA 23602

Proposed Improvements:

<input checked="" type="checkbox"/> New Constr.:	<u>120</u> # units	<u>4</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 checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>485 - 800</u> / month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>550 - 1,000</u> / month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>630 - 1,150</u> / month
<input type="checkbox"/> 4 Bedroom Units:	\$ <u> </u> / month

Other Descriptive Information:

Riverside Station Apartments will be a two-phased 236-unit community of which 120 units (Phase I) will be potentially financed with taxable bonds, REACH, and 9% LIHTC. Phase II (116 units) will potentially be financed with tax-exempt bonds, REACH, and 4% LIHTC. The 3- and 4-story apartments buildings will include 1-, 2-, and 3-bedroom floor plans.

300 32nd Street, Suite 310, Virginia Beach, VA 23451
 Phone: 757.965.6200 | Fax: 757.793.4409
 www.thefranklinjohnstongroup.com

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 (757) 793-4394.

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

Sincerely yours,



Thomas M. Johnston

Name

Chief Development Officer

Title

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

Seen and Acknowledged By: 

Printed Name: RONALD JACKSON

Title: EXECUTIVE DIRECTOR

Phone: 757-533-4283

Date: 2/27/20

M

Locality CEO Response
Letter



Locality CEO Letter

1. General Instructions

- The letter below must be submitted under locality's letterhead.
- **NOTE TO LOCALITY:** Any change in this form letter may result in a reduction of points under the scoring system.
- **NOTE TO OWNER/DEVELOPER:** You are strongly encouraged to submit this certification to the appropriate local official at least three weeks in advance of the application deadline to ensure adequate time for review and approval.

THE CITY OF
NORFOLK

OFFICE OF THE CITY MANAGER



February 13, 2020

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

Re: VHDA Tracking Number: 2020-C-35
Development Name: Riverside Station Apartments
Name of Owner/Applicant: Curlew Apts. I, L.P.

Dear Mr. Bondurant:

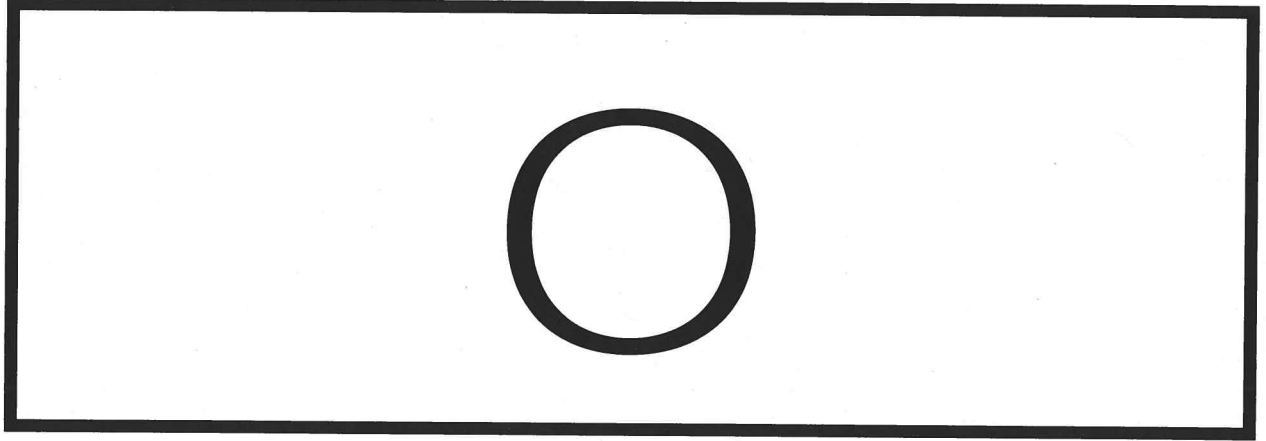
The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Norfolk. Accordingly, the City of Norfolk supports the allocation of federal housing tax credits requested by Curlew Apts. I, L.P. for this development.

Sincerely,

Dr. Larry H. Filer II
City Manager

N

Homeownership Plan



Plan of Development
Certification Letter

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



John C. Kownack, *Executive Director*

Commissioners

Donald Musacchio, *Chair*
Alphonso Albert, *Vice Chair*
Rose Arrington
Ken Benassi
Joe Dillard
Richard Gresham
Suzanne Puryear

February 20, 2020

The Franklin Johnston Group
ATTN: Tom Johnston
300 32nd Street Suite 310
Virginia Beach, VA 23451

Dear Mr. Johnston:

NRHA has approved your request for an increase of Project Based Vouchers and extension, therefore; revising the "Letter of Intent" previously issued on March 6, 2019. This is a letter of intent to notify you that the below referenced project has been selected to be awarded PBV rental assistance.

Development Name:	Riverside Station Apartments
Development Address:	5827 & 5845 Curlew Dr., 5786 Sellger Dr. Norfolk, VA 23502
Owner/Developer Name:	Curlew Apts. I, L. P.
Owner/Developer Address:	300 32nd Street Suite 310 Virginia Beach, VA 23451
Owner/Developer Contact Person:	Stephen Cooper
Contact Telephone Number:	757-793-4409
Contact Email Address:	scooper@tfjgroup.com
Total Number of Units	120
Proposed Number of PBV Units	23

NRHA is required to select PBV proposals which meet the mandatory HUD criteria for the PBV program and that are in accordance with the competitive selection procedures of NRHA;s Administrative Plan. Based on the below criteria this project meets the HUD Mandatory Criteria and ranks competitively in satisfying the NRHA's PHA Administrative Plan requirements.

HUD Mandatory Criteria include:

- The location of the project is within the PHA's jurisdiction or the PHA has been authorized to administer the program in accordance with 24 CFR 982.516.
- The proposal is for an eligible housing type.
- The owner has site control.
- For new construction and rehabilitation housing, construction has not started.



- The project does not exceed the 25 percent cap with exceptions provided for in 24 CFR 983.56(b).
- Gross rents are within the PHA's payment standards.
- Proposed project is consistent with local PHA requirements stated in the RFP.
- The owner is eligible, not on the GSA list of contractors excluded from participation in federal procurements, and does not have a conflict of interest.
- The project will be available for occupancy 24 months as of the date of this correspondence.
- The proposal is complete.

This project meets the HUD Mandatory Criteria and ranks competitively in satisfying the NRHA's PHA Administrative Plan requirements.

HUD stipulates that the initial rent for a PBV project may not exceed the lesser of:

- 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary of HUD) for the unit bedroom size minus any applicable utility allowances;
- The reasonable rent; or
- The rent requested by the owner.

NRHA is issuing this Letter of Intent to award rental housing assistance utilizing the 2019 fair market rents for Norfolk, Virginia as a basis under the following proposed contract rent schedule:

Rent Scheduled and Proposed Contract Rents

Unit Size	# of Units	Proposed Monthly Contract Rent per Unit	Monthly Utility Allowance	Proposed Gross Contract Rent per unit
1	3	\$975.00	\$162.00	\$1,137.00
2	12	\$1,150.00	\$217.00	\$1,367.00
3	8	\$1,650.00	\$270.00	\$1,920.00

The proposed monthly contract rents exceed HUD's current FMR.



Note: Prior to executing the Agreement to Enter into a Housing Assistance Payments Contract (AHAP), you must comply with the following:

Environmental Review Requirement (ER)

All PBV projects are subject to HUD environmental regulations found at 24 CFR parts 50 and 58. Written documentation is required from the community's "responsible entity" that the project either complies with all environmental requirements as stated in the National Environmental Policy Act (NEPA) or is categorically excluded from a federal environmental review under NEPA. The "responsibility entity" is generally an official from the city or the local community development office. A copy of the complete ER file that includes the review, the public notice, the request for release of funds (RROF) and HUD's letter approving the RROF must be submitted to NRHA

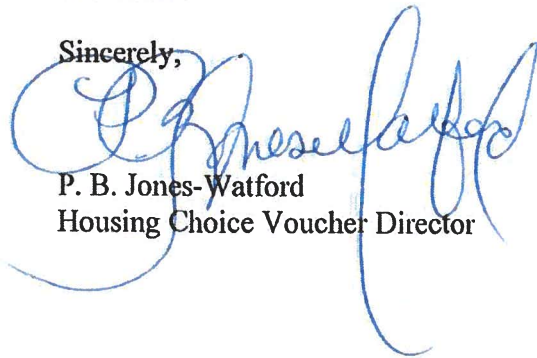
Subsidy Layering Review (SLR)

SLRs must be completed and approved by HUD for all PBV projects that utilize other publicly supported housing funds. The SLR is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits (24 CFR 983.55)

Should you have any questions concerning this Letter of Intent or the NRHA –PBV Program, please feel free to contact me at 757-624-8629 or via email at pjoneswatford@nrha.us.

NRHA looks forward to working with you in providing affordable rental housing to the residents of Norfolk.

Sincerely,



P. B. Jones-Watford
Housing Choice Voucher Director



R

Documentation of
Operating Budget

Utility Allowance Calculation

ProCraft Inspection Services

757.362.2300 • www.procraftinspections.com

February 9, 2020

Marie Peace
Franklin Johnston Group
300 32nd St, Ste 310
Virginia Beach, VA 23451

Re: Riverside Station Apartments, Norfolk, VA 23502

Marie,

The monthly average water and sewer utility cost for the Riverside Station Apartments has been estimated to be:

\$41 for a one bedroom with 694 square feet
\$59 for a two bedroom with 966 square feet
\$77 for a three bedroom with 1,167 square feet

The monthly average electric cost for the Riverside Station Apartments has been estimated to be:

\$56 for a one bedroom with 694 square feet
\$63 for a two bedroom with 966 square feet
\$74 for a three bedroom with 1,167 square feet

*One bedroom assumes 2 occupants, two bedrooms assume 3 occupants and three bedrooms assume 4 occupants.

Pursuant to Option 2 in the VHDA Utility Allowance Options and Procedures issued on February 12, 2009, the utilities were estimated by an unrelated RESNET professional using an energy consumption model. The estimate reflects current rates as of January 31, 2020.

Respectfully,



Brad Brinke
ProCraft Inspection Services
HERS Rater #7280903



Energy audits • energy ratings • weatherization • property inspections

ProCraft Inspection Services

757.362.2300 • www.procraftinspections.com

**Riverside Station Apartments
Norfolk, VA 23502**

Water Fixtures Used:

**Maxwell Model 21912 1.28gpf toilet
Danze Model D462014 1.5gpm shower head
GE Model GSD2100VWW Energy Star dishwasher
Maxwell Models 40-111 and 40-145 faucets
GE Model GTWN5050MWS washing machine**

The Riverside Station Apartments was modeled using the EPA's "Water Sense Home" baseline figures of 70 gallons per person per day. By using the ultra low flow fixtures and other water saving devices in the units a savings of 26.53 gallons per day is created. When subtracted from the EPA estimate a comparable unit will use 43.47 gallons of water per day per person.

**Water rates are \$4.30 per HCF
Sewer rates are \$3.53 per HCF
HRSD treatment fee is \$3.55 HCF**

A sample 4 person household (3 bedroom)

43.47 gallons X 4 persons X 60 days (billing cycle)=10,432 gallons/748 =13.95 HCF

Norfolk meter fee	\$1.00
13.95 HCF x \$4.30 water	\$59.99
13.95 HCF x 3.53 sewer	\$49.24
13.95 HCF x 3.55 HRSD treatment	<u>\$49.52</u>

Total \$159.75

**Daily Rate \$159.75/60=\$2.66
Monthly Rate \$80**

Electric Fixtures Used:

**Energy Star electric water heater
Energy Star refrigerator
GE Model GSD3300VWW Energy Star dishwasher
GE Model GTWN5050MWS Energy Star clothes washer
16 SEER heat pump**

**Electric rates at \$.02 for the first 800 KWH and \$.012 for over 800 KWH
Monthly Meter Fee \$7.00**

The Riverside Station Apartments electric use per unit was modeled using the US Department of Energy's "Home Energy Saver".

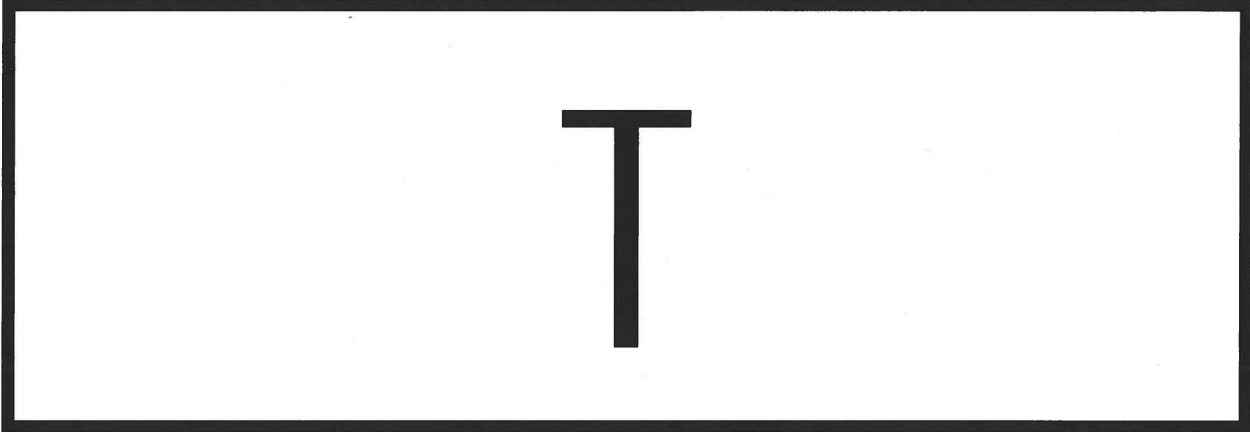


Energy audits • energy ratings • weatherization • property inspections

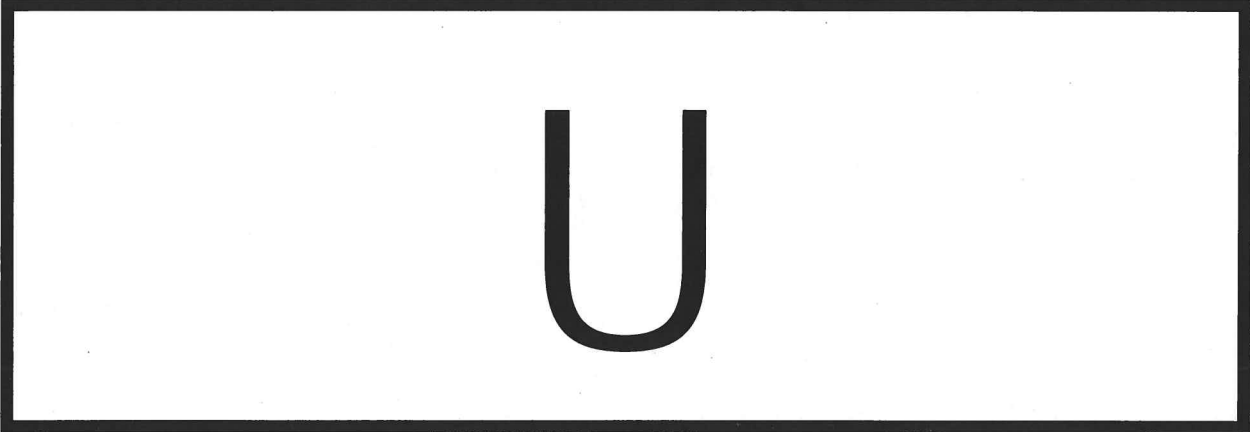


S

Supportive Housing
Certification



Funding Documentation



U

Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population

V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

Prepared by:
Kaufman & Canoles, P.C.
One City Center
11815 Fountain Way, Suite 400
Newport News, VA 23606

Tax Map Reference Nos.: 1457432668; 1457434658; and 1457432233

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement"), is made and entered into as of March 6, 2020, by and between **CURLEW APTS. I, L.P.**, a Virginia limited partnership ("Seller"), index as a **GRANTOR**, and **THE RESIDENTIAL CORPORATION**, a Virginia non-stock corporation ("Purchaser"), index as a **GRANTEE**, provides as follows:

RECITALS:

- A. Seller is the owner or contract purchaser of the "Property" (as hereinafter defined).
- B. Subject to the terms and conditions set forth herein, Seller desires to grant to Purchaser, and Purchaser desires to obtain from Seller, a right of first refusal to purchase the Property, on and subject to the terms and conditions set forth herein.

AGREEMENT:

In consideration of the mutual covenants, premises, conditions and undertakings herein set forth, the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. **DEFINITIONS.** In addition to any other terms defined elsewhere in this Agreement or as otherwise defined in the Agreement of Limited Partnership of the Seller (as the same may from time to time be amended, supplemented and/or amended and restated, the "Partnership Agreement"), the following terms shall have the following meanings, unless the context requires otherwise:

A "Property" shall mean that certain piece or parcel of real estate located in the City of Norfolk, Virginia, and more particularly described in Exhibit A, attached hereto and by this reference made a part hereof, together with all appurtenances, rights, privileges and easements in any way benefiting, belonging, or appertaining to said real estate, together with all buildings and improvements now and hereafter located on the real estate, including, without limitation, the multifamily residential buildings (the "Apartments") to be constructed thereon and to be known as Riverside Station Apartments, together with all mechanical systems, fixtures, equipment, compressors, engines, all electrical systems, fixtures and equipment, heating fixtures, systems and equipment, air conditioning fixtures, systems and equipment and plumbing fixtures, systems and equipment.

B “Internal Revenue Code” shall mean the Internal Revenue Code of 1986, as amended.

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 Refusal Right, or such extended date as may be agreed to in writing by Seller and Purchaser (but not before the expiration of the Compliance Period).

E “Compliance Period” shall mean the “15 year initial compliance period” set forth in the Rules and Regulations for Allocation of Low Income Housing Tax Credits, 13 VAC 10-180-10 et seq., as published in the VHDA Low Income Housing Tax Credit Manual 2020, 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 Seller receives a bona fide offer to purchase the Property provided Seller has acquired the Property, if Seller is a contract purchaser, (a “BFO”), which BFO Seller would accept if the Purchaser did not exercise its rights hereinafter specified, Purchaser shall have a right of first refusal (“ROFR”) to purchase the Property on the terms and conditions set forth in this Agreement. In addition to all other applicable conditions set forth in this Agreement, the foregoing grant of the ROFR shall be effective only if Purchaser is currently, and remains at all times hereafter, until the ROFR 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 BFO to purchase the Property, Seller shall notify Purchaser and the Investor Limited Partner of such offer and deliver to Purchaser and the Investor Limited Partner a copy thereof (the “Notice”). Seller shall not accept any BFO unless and until the ROFR has expired without exercise by Purchaser under the terms hereof.

The term of the ROFR shall commence on the first day of the year immediately following the expiration of the Compliance Period for the Property, and shall expire upon the earlier of (i) consummation of the sale of the Property after the Compliance Period to a person other than Purchaser after Purchaser has failed to exercise its ROFR in accordance with this Agreement, or (ii) one (1) year after the last day of the year in which the Compliance Period for the Property expires (the “ROFR Term”). Accordingly, the maximum ROFR Term shall be one (1) year.

3. **EXERCISE OF THE ROFR.** The ROFR may be exercised by Purchaser (a) giving written notice (the “ROFR Exercise Notice”) to Seller of Purchaser’s exercise of the ROFR in compliance with the requirements hereof, and (b) complying with the terms, conditions and closing requirements hereof. Any ROFR Exercise Notice shall be given within thirty (30) days after Purchaser has received Seller’s ROFR Notice pursuant to Paragraph 2 hereof. The ROFR Exercise Notice shall specify the Settlement Date. If Purchaser exercises the ROFR but fails to consummate the acquisition of the Property pursuant hereto for any reason other than a

breach of this Agreement by Seller, the ROFR shall terminate, and neither party hereto shall have any further rights or obligations to the other with respect to this Agreement.

4. **PURCHASE AND SALE OF THE PROPERTY.** If the ROFR is exercised as provided herein, then, upon the terms and conditions hereinafter 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.

5. **PURCHASE PRICE.**

A **Purchase Price.** 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 principal amount of outstanding indebtedness secured by the Property and any accrued interest on any of such debts (but not including any indebtedness incurred within the five (5) year period ending on the Settlement Date) (collectively, the "Indebtedness"), and (ii) the sum of (a) Exit Taxes (hereinafter defined) and (b) any federal income taxes owed by any Partner as a result of its receipt of the Exit Taxes. For purposes of this Agreement, "Exit Taxes" shall mean all federal, state and local taxes attributable to such sale, including without limitation, those incurred or to be incurred by any Partner (and any partner or member of any Partner) of Seller. Seller shall provide Purchaser with satisfactory evidence, including a proper accounting, of the amounts of the Indebtedness and the Exit Taxes which are payable for the purpose of calculating the Purchase Price, within fifteen (15) days following the date of exercise. In no event shall the Purchase Price be less than the minimum 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 Settlement by wire transfer of immediately available funds.

6. **SETTLEMENT.** Settlement shall occur on the Settlement Date in the offices of Purchaser's attorney, or at such other place as the parties may agree upon 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, where-is" physical condition.

7. **TITLE.** Within ten (10) days after giving the ROFR Exercise Notice, 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 either (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 or 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 be extended for such time as Seller shall reasonably require

to effect much cure, but not to exceed ninety (90) days. Unless Seller expressly agrees to do so, Seller shall have no obligation to cure or remove any title exceptions.

8. **DUE DILIGENCE.**

A **Purchaser's Tests and Inspections.** Purchaser shall have the right during the period (the "Due Diligence Period") extending from the exercise of the ROFR until the Settlement Date, and upon 24 hours prior notice to Seller (which notice may be oral or written) to enter upon the Property and to perform, at Purchaser' expense, economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects; provided, however, no invasive testing shall be conducted without Seller's prior written consent which consent shall not be unreasonably withheld if Purchaser provides security acceptable to Seller to cover any damage resulting therefrom. During this due diligence period, provided Seller may do so without breaching any covenant or agreement, including, without limitation, any confidentiality or nondisclosure agreement, Seller agrees to make available to Purchaser for inspection, but without any representation or warranty as to the accuracy or completeness thereof or of Purchaser's right to rely thereon, any and all engineering studies and surveys relating to the Property that are in Seller's possession. Purchaser agrees to indemnify, defend and hold Seller harmless from any claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising from entry upon, and any activities conducted on 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 access, tests, surveys, studies and inspections.

B **Copies of Tests and Studies.** As additional consideration for granting the ROFR, Purchaser shall deliver to Seller, without any cost or expense, copies of the written results of such tests, surveys, studies and inspections obtained pursuant to Paragraph 8(A) above.

C **Survey.** Purchaser, at Purchaser's option and expense, may arrange for a survey of the Property (the "Survey") during the Due Diligence Period.

9. **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") conveying fee simple title to the Property free and clear of any monetary liens on the Property which were created by any parties claiming by, under or through Seller, but subject to the Permitted Exceptions.

(2) Appropriate resolutions or other consents of 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 (the "Assignment and Assumption Agreement") dated as of the Settlement Date assigning to Purchaser, and Purchaser's assumption of, the Leases and such management agreements, service contracts and other agreements relating to the Property that are not terminated by Seller on or before the Settlement Date.

(6) Tenant notification letters, dated as of the Settlement Date, informing 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 then held by Seller.

(8) The Settlement Statement.

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 Assignment and Assumption Agreement.

(3) The Purchase Price as provided in Paragraph 5 hereof.

(4) The Settlement Statement.

10. 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, except the Virginia Grantor's Tax which shall be paid by Seller. Seller shall pay its legal fees and costs.

B Prorations. At Settlement, all income and expenses of the Property, including without limitation, real estate taxes, rent, and utilities shall be prorated and adjusted as of the Settlement Date. If accurate prorations and other adjustments cannot be made at Settlement because current bills are not obtainable, the parties shall prorate such items as of the Settlement Date on the best available information, subject to adjustment upon receipt of the final bills. If after

Settlement, any proration is determined to have been inaccurate, the parties will promptly make the proper adjustment payment or payments.

11. **PURCHASER'S REPRESENTATIONS AND WARRANTIES.** To induce Seller to enter into this Agreement, 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 (i) an organization described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code, and is exempt from taxation under Section 501(a) of the Internal Revenue Code, (ii) is not affiliated with or controlled by a for-profit organization, (iii) whose purposes include the fostering of low-income housing, and (iv) satisfies, or will satisfy, at all relevant times, the requirements of a "qualified non-profit organization" as that term is defined in the Regulations.

12. **SELLER'S REPRESENTATIONS AND WARRANTIES.** To induce Purchaser to enter into this Agreement, Seller hereby makes the following representations, warranties and covenants as of the date hereof:

A **Authority.** Seller (i) is a duly formed and validly existing limited partnership 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, code, ordinance, rule or regulation.

13. **CONDITIONS PRECEDENT.**

A **Conditions for the Protection of Seller.** It shall be a condition precedent to Seller's obligation to provide the ROFR Notice and sell the Property and perform its other obligations hereunder that each and every one of the conditions set forth under this Paragraph 13.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 ("VHDA") in connection with the Property, and in an amount acceptable to Seller, no later than December 31, 2020.

(2) Seller shall have constructed the Apartments and the same shall be occupied pursuant to duly authorized certificates of occupancy issued by the appropriate governmental authorities by December 31, 2022, or such later date permitted by VHDA and acceptable to the Seller.

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 rights or obligations hereunder.

14. **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 Settlement, 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 fifteen (15) 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 of, or damage to, the Property after the exercise of the ROFR and prior to the Settlement shall be upon Seller.

15. **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 connection with this Agreement, and each party hereby agrees to indemnify defend, and hold harmless the other party 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.

16. **DEFAULT.** If, after the exercise of the ROFR 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.

17. **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, Purchaser's rights under this Agreement may be assigned to another "qualified non-profit organization," as defined in Regulations, at the option of Purchaser, with the approval of VHDA, or in the event 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 Seller receives an unconditional reservation of low-income housing tax credits from VHDA, pursuant to the Regulations, on the Property, then, immediately thereafter this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia, at 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 by personal delivery, by mail, or by overnight delivery service for next business day delivery, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or if sent by overnight courier to such party at such address, the next business day or if sent by mail, 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: Curlew Apts. I, L.P.
c/o The Franklin Johnston Group
300 32nd Street, Suite 310
Virginia Beach, Virginia 23451

If to Purchaser: The Residential Corporation
801 Boush Street, Suite 302
Norfolk, Virginia 23510

H Incorporation by Reference. Each Exhibit 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 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 number 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.


[Signatures on Next Page]


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SELLER:

CURLEW APTS. I, L.P.,
a Virginia limited partnership

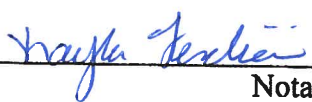
By: **CURLEW APTS. GP I, L.L.C.,**
a Virginia limited liability company,
its General Partner

By: 
Name: Thomas M. Johnston
Title: Manager

By: 
Name: W. Taylor Franklin
Title: Manager

COMMONWEALTH OF VIRGINIA,
CITY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid by Thomas M. Johnston, and W. Taylor Franklin, each in his capacity as a Manager of Curlew Apts. GP I, L.L.C., the General Partner of Curlew Apts. I, L.P., on its behalf, this 6th day of March, 2020.


Notary Public

Registration No.: 7824445
My Commission Expires: 01/31/2023

Kayla Maria Ferdiani
Notary Public, Commonwealth of Virginia
Reg. No. 7824445
My Commission Expires 01/31/2023

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PURCHASER:

THE RESIDENTIAL CORPORATION,
a Virginia non-stock corporation

By: [Signature]
Name: Richard C. Mapp, III
Title: President

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

The foregoing instrument was acknowledged before me in the jurisdiction aforesaid by Richard C. Mapp, III, the President of The Residential Corporation, on its behalf, this 6th day of March, 2020.

Donna H. Gorman

Notary Public
DONNA H. GORMAN
Notary Public
Commonwealth of Virginia
Registration # 212108

Registration No.: 212108
My Commission Expires: 3-31-2021

EXHIBIT A

(Legal Description)

PARCEL ONE:

All that certain lot, piece or parcel of land, lying, situate and being in the City of Norfolk, Virginia, known, numbered and designated as Part of Parcels 5 and 6 of Survey for "Baltimore Bank for Cooperatives, Princess Anne County, Virginia", made December 1955 by Phillip D. Freeman, C. E. and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 42, page 7, said property fronts 150 feet on the south side of Curlew Drive and extends back between parallel lines a distance of 337.65 feet and designated as "Site C:", as shown on the plat entitled "Subdivision of Part of Parcels 3, 4, 5 & 6, as shown on Plat of Survey for Baltimore Bank for Cooperatives Norfolk, Virginia", dated April 30, 1965, made by Baldwin and Gregg, Civil Engineers & Surveyors, Norfolk, Virginia, which plat is duly recorded in the Clerk's Office of the Circuit Court (formerly Corporation Court) of the City of Norfolk, Virginia, in Map Book 22, page 6.

TOGETHER WITH a right of user in, to, over and along the 45 foot right of way for railroad purposes for the benefit of and in common with the owners of all property abutting thereon; their successors and assigns, subject to the terms and provisions of that certain agreement between McGinnis Industrial Center, Incorporated and Charles L. Glanville, dated December 20, 1955 and duly of record in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 474, page 438.

PARCEL TWO:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, Virginia, and known, numbered and designated as Parcel B-2, as shown on that certain plat entitled "PLAT SHOWING OF NORFOLK SOUTHERN RAILWAY AND VACATION OF PROPERTY LINE BETWEEN SITE B-2 AND NORFOLK SOUTHERN RAILWAY AS SHOWN ON SUBDIVISION OF PART OF PARCELS 3, 4, 5 & 6 FOR A FAMILY PARTNERSHIP (MB 39 P. 83) NORFOLK, VIRGINIA", made by Basgier and Associates, a Professional corporation, dated July 11, 1997, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Norfolk, Virginia in Map Book 51, at page 52.

PARCEL THREE:

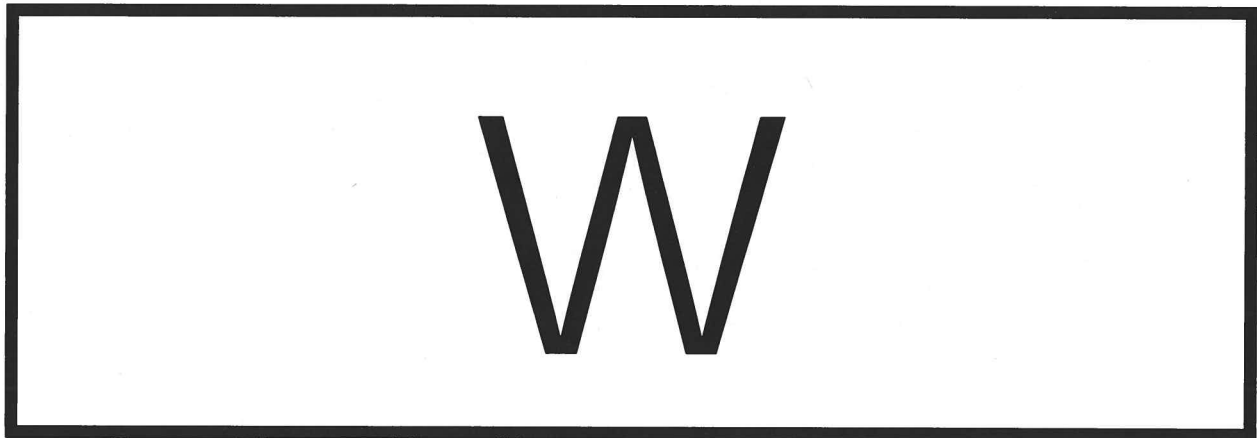
ALL THAT certain tract or parcel of land, with the buildings and improvements thereon, situate, lying and being in the City of Norfolk, State of Virginia, containing 6.49 acres, more or less, and

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being designated under the current system of street numbering as 5786 Sellger Drive, Norfolk, Virginia, and being more particularly described as follows:

BEGINNING at a point in the northern line of Sellger Drive, which point is located a distance of 290 feet, more or less, from the northwest corner of the intersection of Sellger Drive and McGinnis Circle and from this point of beginning running North 89° 06' 00" West a distance of 540 feet to a pin, being the southwest corner of the subject property; thence North 00° 54' 00" East a distance of 496.28 feet to a point; thence 151.52 feet along a curve having a radius of 501.48 feet to a point; thence South 88° 35' 30" East a distance of 79 feet to a point; thence North 01° 24' 30" East a distance of 12.50 feet to a point; thence South 88° 35' 30" East a distance of 333.50 feet to a point; thence North 01° 24' 30" East a distance of 32.50 feet to a point; thence South 38° 35' 30" East a distance of 28.10 feet to a point, this being the northeastern corner of the subject property; thence South 00° 54' 00" West a distance of 478.34 feet to a point; thence North 89° 06' 00" West a distance of 50 feet to a point; thence South 00° 54' 00" West a distance of 35.00 feet to the point of beginning. Together with the right to use in common with others entitled thereto the right-of-way mentioned and described in the deed between McGinnis Industrial Center, Incorporated, Baltimore Bank for Cooperatives, R. S. Jones, Jr., acting trustee, and Charles L. Glanville, dated August 14, 1956, and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 478, at page 527.

LESS AND EXCEPT a parcel of land 35 feet by 50 feet in size and located at the northwest corner of the intersection of Sellger Drive and McGinnis Circle, which was conveyed from J. C. Aspinwall, et al, to the City of Norfolk by deed dated January 4, 1968, duly recorded in the Clerk's Office of the City of Norfolk, Virginia, in Deed Book 1105, at page 304, and corrected by deed dated May 27, 1968, duly recorded in the same Clerk's Office in Deed Book 1118, at page 619.

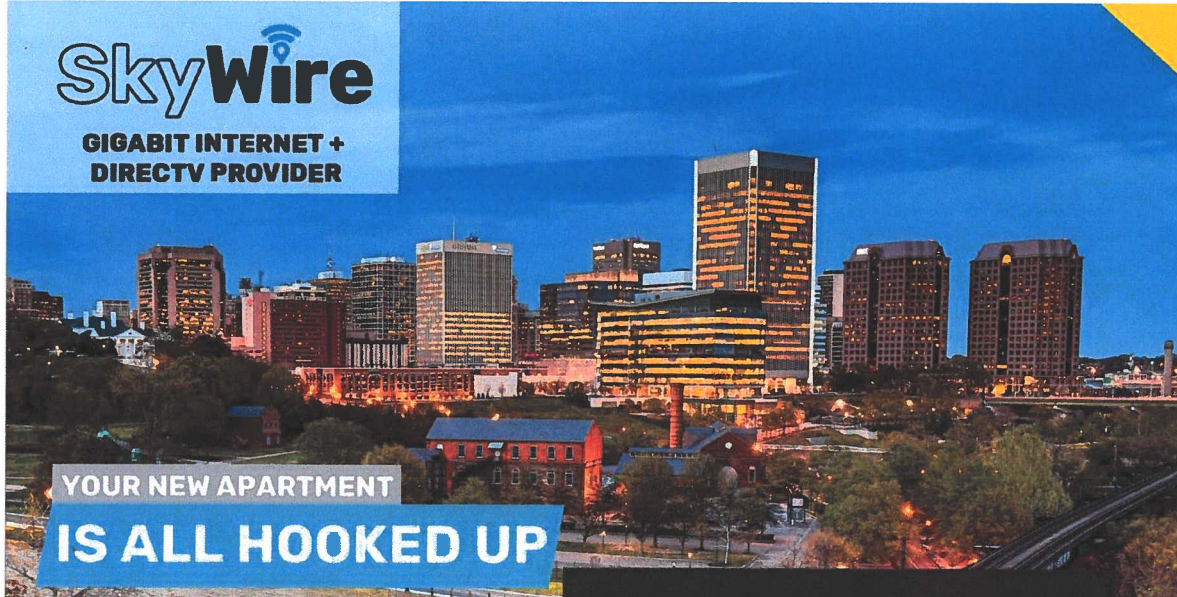


(Reserved)

- Resident Internet Education Information
- Draft Resident Acknowledgment Form
- Internet Security Plan

Resident Internet Education Information

Welcome home to your new apartment! Below you will find the information regarding your internet service.



INTERNET

GET ONLINE NOW!

Your apartment is equipped with a wireless router and all of the ethernet jacks throughout are live with service.

CONNECT TO WI-FI

HOP ON THAT NETWORK!

- Locate an information sticker on a white plastic door found in one of your bedroom closets.
- Connect your personal device(s) to the wireless network.
 - Look for the SSID listed on the sticker you found.
 - Enter the WPA Key as the password.

DIRECTV

YOUR BUILDING IS READY!

Getting started with DIRECTV service is a simple process.

- Navigate to **VASKYWIRE.COM/GO** to complete a service order form.
- Schedule your service order confirmation callback.
- SkyWire support representatives will call you at the scheduled time to verify your service order, schedule the on-site installation, and answer any questions.

The key to get started with DirecTV is the order form, found here:

VASKYWIRE.COM/GO

With any questions or issues, please call (804) 591-0500 ext. 2 or send an email to support@vaskywire.com.

By using this internet service, you are agreeing to the terms outlined below. IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE INTERNET SERVICE OR EQUIPMENT.

1. Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) Internet Services and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

1.5.1 the availability of the Service;

1.5.2 the speed at which information may be transmitted or received via the Service; or

1.5.3 that the Service will be compatible with your equipment or any software which you use.

1.6 While we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilizing the Service and you accept that it is your responsibility to protect your information and have adequate security in terms of equipment and procedures to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

2. Your Use of the Service

2.1 You must not use the Service to send or receive e-mails, which:

2.1.1 are defamatory, threatening, intimidatory or which could be classed as harassment;

2.1.2 contain obscene, profane or abusive language or material;

2.1.3 contain pornographic material that is text, pictures, films, video clips of a sexually explicit or arousing nature

2.1.4 contain offensive or derogatory images regarding sex, race, religion, color, origin, age, physical or mental disability, medical condition or sexual orientation

2.1.5 contain material which infringe third party's rights including intellectual property rights

2.1.6 in our reasonable opinion may adversely affect the manner in which we carry out our business or

2.1.7 are otherwise unlawful or inappropriate

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorized its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

3. Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United States or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol "IP" addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have whether pursuant to clause 3.3 or otherwise, and are entitled to provide by law, to law enforcement authorities or rights-holders.

4. Our Use of your Information

4.1 Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.

5. Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility to the extent permitted by law to compensate you whether or not we are negligent for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts Rights of Third Parties Act 1999.

Internet Security Plan

All internet support, including issues, education, and security, will be handled by SkyWire 1-804-591-0500 or visit www.vaskywire.com.

Support, Education, and Security Tasks handled by SkyWire are:

- Individualized SSID/ Password per unit.
- WIFI Password reset assistance.
- Wifi performance education, training, and channel tweaking.
- Reset Router Settings to factory default at each unit turn.
- Performance monitoring and assistance.
- Device connectivity issues.
- Access to certain services issues.
- Copyright issues such as downloading or sharing illegal content.

Below is a list of Security features that would come with the Skywire managed internet in each unit.

Network segregation / port isolation.

MAC based network authentication.

Customizable firewall security levels.

Intrusion detection and prevention.

DeMilitarized Zone (DMZ).

Multilevel access policy.

Security and service segregation per SSID.

Parental control - device time and access control.

24/27 Network and Device Stability and Performance Monitoring.

X

Marketing Plan

For units meeting accessibility requirements of HUD section
504

MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS OF HUD SECTION 504

Riverside Station Apartments

The proximity of Sentara Leigh Hospital, the Dept. of Veterans Affairs Community Based Outpatient Clinic, Sentara Norfolk General Hospital, and other nearby supportive medical services makes Riverside Station Apartments an ideal apartment community for those with disabilities as defined in the Fair Housing Act. Twelve (12) units will be actively marketed to persons documented as having a disability as defined in the Fair Housing Act.

These twelve (12) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. Since one of the essential purposes of our nonprofit partner, The Residential Corporation, is to provide safe and affordable housing for individuals with disabilities, we anticipate that our nonprofit partner will collaborate on marketing to the Target Population and will be a significant resource in locating individuals to fill the accessible units. In addition, The Franklin Johnston Group (Management Agent) will market to the Target Population on an ongoing basis throughout the year and will provide sufficient documentation to VHDA's Compliance Officer, and may also request the ability to lease 60-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, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, The Franklin Johnston Group 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 will contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move of the temporary / non-disabled tenant will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant will be placed on the Riverside Station Apartments waiting list and placed in the 60-point unit when the first available vacant comparable sized unit becomes available to move the non-Target Population tenant.

The Franklin Johnston Group plans to contact a number of agencies in the area to inform them of the availability of these twelve (12) units, including the following:

- **Virginia Department of Medical Assistance Services (804) 786-7933**
- **Virginia Department of Behavioral Health and Developmental Services (804) 786-3921**
- **Norfolk Community Services Board (757) 664-7699**
- **Virginia Department of Social Services (757) 385-3200**
- **Endeppence Center Inc. (757) 461-8007**
- **Norfolk Redevelopment & Housing Authority (757) 623-1111**
- **Hope House Foundation (757) 625-6161**

Each will be contacted directly by phone and receive promotional packets on Riverside Station Apartments. The packets will locate Riverside Station Apartments and provide information on rents, rental policies and amenities being offered. The Franklin Johnston Group will schedule site tours with individuals, agencies and/or groups, as necessary to attract qualified tenants. Riverside Station Apartments will also be listed at virginiahousingsearch.com.