
2021 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 18, 2021**

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2021 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 18, 2021**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@virginiahousing.com	(804) 343-5725
Sheila Stone	sheila.stone@virginiahousing.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
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Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

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2021 Low-Income Housing Tax Credit Application For Reservation

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

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input 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 Virginia Housing: |
| | -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 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 checked="" 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 |

VHDA TRACKING NUMBER

2022-ASH-06

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/18/2021

1. Development Name: Premier Circle PSH
2. Address (line 1): 405 Premier Circle
Address (line 2):
City: Albemarle State: VA Zip: 22901
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 Albemarle County
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: 107.00
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%
FALSE	FALSE	TRUE

Enter only Numeric Values below:

13. Congressional District: 5
- Planning District: 10
- State Senate District: 17
- State House District: 57

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

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

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

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

Premier Circle PSH is part of a larger redevelopment effort in Albemarle County to redevelop an existing Red Carpet Inn, located in an Opportunity Zone, into permanent supportive housing and affordable housing to serve individuals in the Charlottesville region. Premier Circle PSH will be 80 studio units of permanent supportive housing for homeless and low-income individuals from the Charlottesville region. Sixty units will have PBVs for homeless adults and the remaining 20 will be affordable to individuals earning 50% or less of the AMI. The building will include staff offices, a resident community room, outdoor space, a fitness room, a computer room, a resident phone room, on-site laundry facilities, and on-site parking.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/18/2021

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: Jeff Richardson
 Chief Executive Officer's Title: County Executive Phone: (434) 296-5841
 Street Address: 401 McIntire Road
 City: Charlottesville State: VA Zip: 22902

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Stacy Pethia- Principal Planner- Housing

- 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:

Accessible Supportive Housing Pool

or

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, 2021.

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, 2021, 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 2021 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

FALSE

A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. (25, 35 or 45 pts)

Name of companion development:

[Redacted]

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

FALSE

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: **0**

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

6. Extended Use Restriction

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

Must Select One: 30

Definition of selection:

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

C. OWNERSHIP INFORMATION

NOTE: Virginia Housing may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by Virginia Housing in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

1. Owner Information:

Must be an individual or legally formed entity.

Owner Name: Premier Circle PSH, LLC

Developer Name: Virginia Supportive Housing

Contact: M/M ▶ Mrs. First: Allison MI: M Last: Bogdanovic

Address: 8002 Discovery Drive, Suite 201

City: Richmond St. ▶ VA Zip: 23229

Phone: (804) 788-6825 Ext. Fax: (804) 788-6827

Email address: abogdanovic@virginiassupportivehousing.org

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

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

Additional Contact: Please Provide Name, Email and Phone number.
Julie Anderson, janderson@virginiassupportivehousing.org, (804) 836-1062

- 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.

Names **	Phone	Type Ownership	% Ownership
Premier Circle Managing Member, LLC	(804) 788-6825	Managing Member	0.010%
Virginia Supportive Housing	(804) 788-6825	Sole Member of Ma	
Allison Bogdanovic	(804) 788-6825	Executive Director	
Virginia Supportive Housing	(804) 788-6825	Investor Member	99.990%
Allison Bogdanovic	(804) 788-6825	Executive Director	
			0.000%
			0.000%

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract
Expiration Date: 6/1/2023

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 4/30/2023 .

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

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

D. SITE CONTROL

3. Seller Information:

Name: PHA Premier Circle, LLC

Address: 682 Berkmar Circle

City: Charlottesville St.: VA Zip: 22901

Contact Person: Sunshine Mathon Phone: (512) 217-0429

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

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

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

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

E. DEVELOPMENT TEAM INFORMATION

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

- | | | | |
|--------------------------|--|---------------------------|----------------------------------|
| 1. Tax Attorney: | <u>Lauren Nowlin</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Williams Mullen</u> | | |
| Address: | <u>200 South 10th Street, Suite 1600, Richmond, VA 23219</u> | | |
| Email: | <u>Inowlin@williamsmullen.com</u> | Phone: | <u>(804) 420-6585</u> |
| | | | |
| 2. Tax Accountant: | <u>Michael Vicars, C.P.A.</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Dooley & Vicars Certified Public Accountant</u> | | |
| Address: | <u>21 S. Sheppard Street, Richmond, VA 23221</u> | | |
| Email: | <u>Mike@dvcpas.com</u> | Phone: | <u>(804) 355-2808</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>Sheila Parker, Director of Property Management</u> | This is a Related Entity. | <u>TRUE</u> |
| Firm Name: | <u>Virginia Supportive Housing</u> | | |
| Address: | <u>8002 Discovery Drive, Suite 201, Richmond, VA 23229</u> | | |
| Email: | <u>Sparker@virginiassupportivehousing.org</u> | Phone: | <u>(804) 836-1064</u> |
| | | | |
| 5. Contractor: | <u>To Be Determined</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u></u> | | |
| Address: | <u></u> | | |
| Email: | <u>To Be Determined</u> | Phone: | <u></u> |
| | | | |
| 6. Architect: | <u>Bruce Wardell</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>BRW Architects, P.C.</u> | | |
| Address: | <u>112 4th Street NE, Charlottesville, VA 22902</u> | | |
| Email: | <u>bwardell@brw-architects.com</u> | Phone: | <u>(434) 971-7160</u> |
| | | | |
| 7. Real Estate Attorney: | <u>Lauren Nowlin</u> | This is a Related Entity. | <u>FALSE</u> |
| Firm Name: | <u>Williams Mullen</u> | | |
| Address: | <u>200 South 10th Street, Suite 1600, Richmond, VA 23219</u> | | |
| Email: | <u>Inowlin@williamsmullen.com</u> | Phone: | <u>(804) 420-6585</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>Jennifer Tiller, Director of Client Programs</u> | This is a Related Entity. | <u>TRUE</u> |
| Firm Name: | <u>Virginia Supportive Housing</u> | Role: | <u>Support services provider</u> |
| Address: | <u>8002 Discovery Drive, Suite 201, Richmond, VA 23229</u> | | |
| Email: | <u>jtiller@virginiassupportivehousing.org</u> | Phone: | <u>(804) 836-1058</u> |

F. REHAB INFORMATION

1. Acquisition Credit Information

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**
- b. This development has received a previous allocation of credits..... **FALSE**
 If so, in what year did this development receive credits? **FALSE**
- 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 Virginia Housing prior to application submission to receive these points.

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

2. Ten-Year Rule For Acquisition Credits

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

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:

- TRUE a. Be authorized to do business in Virginia.
- TRUE b. Be substantially based or active in the community of the development.
- TRUE 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.
- TRUE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
- TRUE e. Not be affiliated with or controlled by a for-profit organization.
- TRUE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
- TRUE 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 #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶ Applicant

Name: Virginia Supportive Housing (Please fit NP name within available space)

Contact Person: Juliet Anderson

Street Address: 8002 Discovery Drive, Suite 201

City: Richmond State: ▶ VA Zip: 23229-8601

Phone: (804) 836-1062 Extension: Contact Email: janderson@virginiasuppor

G. NONPROFIT INVOLVEMENT

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

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

100.0%

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: Virginia Supportive Housing

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	81	bedrooms	81
Total number of rental units in development	80	bedrooms	80
Number of low-income rental units	80	bedrooms	80
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	80	bedrooms	80
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).....			1
d. Total Floor Area For The Entire Development.....			48,149.49 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			1,087.59 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			47,061.90 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	0.690		
j. Locality has approved a final site plan or plan of development.....			FALSE
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....			FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	588.27	SF	80	80
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
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
			80	80

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

3. Structures

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Number of stories:..... 4
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: Not Applicable
- 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). TRUE
 If true, # of Elevators. 2
 Elevator Type (if known) Machine room-less, hole-less, hydr

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community room, patio, computer room, supportive services

m. Number of Proposed Parking Spaces..... 18
 Parking is shared with another entity TRUE

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 structure
 Notes must indicate basic materials in structure, floor and exterior finish.

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
 - i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

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

6. Market Study Data:

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

Project Wide Capture Rate - LIHTC Units	3.30%
Project Wide Capture Rate - Market Units	N/A
Project Wide Capture Rate - All Units	3.30%
Project Wide Absorption Period (Months)	6

J. ENHANCEMENTS

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

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

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

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

ACTION: Provide RESNET rater certification (**TAB F**)

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

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

- | | |
|--------|--|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided. |
| 85.00% | b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations. |
| FALSE | 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 | |
| TRUE | n. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | o. All interior doors within units are solid core. |
| TRUE | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| TRUE | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| FALSE | r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway. |
| FALSE | s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

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:

- | | |
|---|---|
| <u>TRUE</u> Earthcraft Gold or higher certification | <u>FALSE</u> National Green Building Standard (NGBS) certification of Silver or higher. |
| <u>FALSE</u> U.S. Green Building Council LEED certification | <u>FALSE</u> 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.)

- | | |
|---|--------------------------------------|
| <u>TRUE</u> Zero Energy Ready Home Requirements | <u>FALSE</u> Passive House Standards |
|---|--------------------------------------|

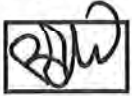
3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 80 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

100% 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>TRUE</u> | Heat?..... | <u>TRUE</u> |
| Hot Water?..... | <u>TRUE</u> | AC?..... | <u>TRUE</u> |
| Lighting?..... | <u>TRUE</u> | Sewer?..... | <u>TRUE</u> |
| Cooking? | <u>TRUE</u> | Trash Removal? | <u>TRUE</u> |

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

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

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

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

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes

Organization which holds waiting list: Albemarle County Office of Housing

Contact person: Philip Holbrook

Title: Housing Program Manager

Phone Number: (434) 995-8460

Action: Provide required notification documentation (TAB L)

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

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

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

K. SPECIAL HOUSING NEEDS

3. Target Population Leasing Preference

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

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

First Name: Sheila

Last Name: Parker

Phone Number: (804) 836-1064 Email: Sparker@virginiassupportivehousing.org

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

*Administering Organization:

FALSE State Assistance

*Administering Organization:

FALSE Other:

K. SPECIAL HOUSING NEEDS

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:

22

How many years in rental assistance contract?

15.00

Expiration date of contract:

1/1/2039

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: Warning: Greater than 50% of units does not increase bonus points.


Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
12	15.00%	40% Area Median	480%
68	85.00%	50% Area Median	3400%
0	0.00%	60% Area Median	0%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
80	100.00%	Total	48.50%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
12	15.00%	40% Area Median	480%
68	85.00%	50% Area Median	3400%
0	0.00%	60% Area Median	0%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
80	100.00%	Total	48.50%

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	Efficiency	40% AMI	12	2	361.27	\$949.00	\$11,388
Mix 2	Efficiency	50% AMI	48	7	361.27	\$949.00	\$45,552
Mix 3	Efficiency	50% AMI	20	3	361.27	\$675.00	\$13,500
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
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Mix 72								\$0

L. UNIT DETAILS

Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
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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			80	12				\$70,440

Total Units	80	Net Rentable SF:	TC Units	28,901.60
			MKT Units	0.00
			Total NR SF:	28,901.60

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$2,040
2. Office Salaries			\$81,720
3. Office Supplies			\$2,400
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$63,484
<u>8.00%</u> of EGI	<u>\$793.55</u>	Per Unit	
6. Manager Salaries			\$60,505
7. Staff Unit (s)	(type _____)		\$5,000
8. Legal			\$1,980
9. Auditing			\$475
10. Bookkeeping/Accounting Fees			\$4,284
11. Telephone & Answering Service			\$5,360
12. Tax Credit Monitoring Fee			\$2,832
13. Miscellaneous Administrative			\$30,018
Total Administrative			\$260,098

Utilities

14. Fuel Oil			\$0
15. Electricity			\$43,854
16. Water			\$13,123
17. Gas			\$2,560
18. Sewer			\$19,549
Total Utility			\$79,086

Operating:

19. Janitor/Cleaning Payroll			\$18,538
20. Janitor/Cleaning Supplies			\$5,600
21. Janitor/Cleaning Contract			\$4,500
22. Exterminating			\$8,160
23. Trash Removal			\$4,440
24. Security Payroll/Contract			\$8,500
25. Grounds Payroll			\$0
26. Grounds Supplies			\$1,620
27. Grounds Contract			\$7,500
28. Maintenance/Repairs Payroll			\$25,738
29. Repairs/Material			\$4,500
30. Repairs Contract			\$9,000
31. Elevator Maintenance/Contract			\$15,000
32. Heating/Cooling Repairs & Maintenance			\$18,900
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$1,500
35. Decorating/Payroll/Contract			\$2,000
36. Decorating Supplies			\$2,516
37. Miscellaneous			\$18,648
Totals Operating & Maintenance			\$156,660

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	\$75,000
39. Payroll Taxes	\$18,434
40. Miscellaneous Taxes/Licenses/Permits	\$300
41. Property & Liability Insurance	\$52,108
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,872
44. Health Insurance & Employee Benefits	\$12,384
45. Other Insurance	\$456
Total Taxes & Insurance	\$160,554

Total Operating Expense	\$656,398
--------------------------------	------------------

Total Operating Expenses Per Unit	\$8,205	C. Total Operating Expenses as % of EGI	82.72%
--	----------------	--	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)	\$24,000
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Total Expenses	\$680,398
-----------------------	------------------

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/15/2021	Julie Anderson
b. Site Acquisition	4/30/2023	Julie Anderson
c. Zoning Approval	2/17/2021	Julie Anderson
d. Site Plan Approval	4/5/2023	Julie Anderson
2. Financing		
a. Construction Loan		
i. Loan Application	1/1/2023	Julie Anderson
ii. Conditional Commitment	2/1/2023	Julie Anderson
iii. Firm Commitment	3/1/2023	Julie Anderson
b. Permanent Loan - First Lien		
i. Loan Application	1/1/2023	Julie Anderson
ii. Conditional Commitment	3/1/2023	Julie Anderson
iii. Firm Commitment	4/1/2023	Julie Anderson
c. Permanent Loan-Second Lien		
i. Loan Application	10/1/2021	Julie Anderson
ii. Conditional Commitment	1/1/2022	Julie Anderson
iii. Firm Commitment	2/1/2022	Julie Anderson
d. Other Loans & Grants		
i. Type & Source, List	OME or CDBG, DHCD PSH, NHTF, VHTF, FHL	Julie Anderson
ii. Application	10/1/2021	Julie Anderson
iii. Award/Commitment	4/1/2022	Julie Anderson
2. Formation of Owner	1/25/2021	Julie Anderson
3. IRS Approval of Nonprofit Status	7/1/1988	Allison Bogdanovic
4. Closing and Transfer of Property to Owner	4/30/2023	Julie Anderson
5. Plans and Specifications, Working Drawings	1/1/2023	Julie Anderson
6. Building Permit Issued by Local Government	4/1/2023	Julie Anderson
7. Start Construction	5/1/2023	Julie Anderson
8. Begin Lease-up	8/10/2024	Sheila Parker
9. Complete Construction	8/1/2024	Julie Anderson
10. Complete Lease-Up	12/31/2024	Sheila Parker
11. Credit Placed in Service Date	12/31/2024	Julie Anderson

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)	7,714,891	0	0	7,714,891
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	7,714,891	0	0	7,714,891
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	300,000	0	0	0
i. Site Improvements	0	0	0	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	750,000	0	0	500,000
o. Site Work	750,000	0	0	350,000
p. Other Site work	0	0	0	0
Total Land Improvements	1,800,000	0	0	850,000
Total Structure and Land	9,514,891	0	0	8,564,891
q. General Requirements	380,596	0	0	380,596
r. Builder's Overhead (4.0% Contract)	380,596	0	0	380,596
s. Builder's Profit (6.0% Contract)	570,893	0	0	570,893
t. Bonds	300,000	0	0	300,000
u. Building Permits	50,000	0	0	50,000
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: Wood Destroying report	2,500	0	0	1,000
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
Contractor Costs	\$11,199,476	\$0	\$0	\$10,247,976

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$5,625 /Unit)	450,000	0	0	450,000
c. Architecture Supervision Fee \$1,875 /Unit)	150,000	0	0	150,000
d. Tap Fees	50,000	0	0	35,000
e. Environmental	20,000	0	0	20,000
f. Soil Borings	5,000	0	0	5,000
g. Green Building (Earthcraft, LEED, etc.)	24,000	0	0	24,000
h. Appraisal	10,000	0	0	10,000
i. Market Study	5,000	0	0	5,000
j. Site Engineering / Survey	15,000	0	0	5,000
k. Construction/Development Mgt	85,000	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	150,000	0	0	150,000
n. Construction Interest (4.5% for 18 months)	650,000	0	0	325,000
o. Taxes During Construction	24,000	0	0	24,000
p. Insurance During Construction	85,000	0	0	75,000
q. Permanent Loan Fee (0.5%)	25,000	0	0	0
r. Other Permanent Loan Fees	50,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	12,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	100,000	0	0	50,000
w. Legal Fees for Closing	50,000	0	0	50,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	77,992			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	350,000	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	500,000	0	0	0
ad. Contingency	811,234	0	0	600,000
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Photovoltaic Solar Panels	200,000	0	0	200,000
(2) Other* specify: Construction Inspection Fee	5,000	0	0	5,000
(3) Other* specify: Third Party Cost Analysis	10,000	0	0	0
(4) Other* specify: Davis Bacon/ Section 3 Mor	35,000	0	0	0
(5) Other* specify: Special Inspections	50,000	0	0	35,000
(6) Other* specify: Legal	190,000	0	0	0
(7) Other* specify: Marketing and Preleasing a	55,000	0	0	0
(8) Other* specify: Predevelopment loan fee a	65,000	0	0	0
(9) Other* specify: Lease-Up Reserve	50,000	0	0	0
(10) Other* specify: Replacement Reserve	24,000	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$4,383,226	\$0	\$0	\$2,218,000
Subtotal 1 + 2 (Owner + Contractor Costs)	\$15,582,702	\$0	\$0	\$12,465,976
3. Developer's Fees Action: Provide Developer Fee Agreement (Tab A)	1,772,616	0	0	1,772,616
4. Owner's Acquisition Costs Land	1,200,000			
Existing Improvements	0	0		
Subtotal 4:	\$1,200,000	\$0		
5. Total Development Costs Subtotal 1+2+3+4:	\$18,555,318	\$0	\$0	\$14,238,592

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

Maximum Developer Fee: \$1,772,616

Proposed Development's Cost per Sq Foot \$360 **Meets Limits**
 Applicable Cost Limit by Square Foot: \$390

2021 Low-Income Housing Tax Credit Application For Reservation

P. ELIGIBLE BASIS CALCULATION

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	18,555,318	0	0	14,238,592
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	14,238,592
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	4,271,578
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	18,510,170
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	18,510,170
7. Applicable Percentage <i>(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)</i>		0.00%	0.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$1,665,915
		\$1,665,915 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

Action: Provide Documentation for all Funding Sources at **Tab T**

1. Construction Financing: List individually the sources of construction financing, including any such loans financed through grant sources:

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. TBD	01/01/23	03/01/23	\$10,000,000	TBD
2.				
3.				
Total Construction Funding:			\$10,000,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. VHDA REACH	1/1/2023	3/1/2023	\$500,000	\$19,722	1.95%	35.00	35.00
2. DHCD NHTF	10/1/2021	1/1/2022	\$800,000	\$8,000	1.00%	30.00	30.00
3. DHCD HOME	10/1/2021	1/1/2022	\$800,000	\$8,000	1.00%	20.00	30.00
4. DHCD VHTF	10/1/2021	1/1/2022	\$400,000	\$4,000	1.00%	20.00	30.00
5. DHCD PSH	10/1/2021	1/1/2022	\$300,000				
6. DHCD VHTF Predev	10/1/2021	1/1/2022	\$100,000				
7. FHLB of Atlanta	6/1/2022	10/1/2022	\$500,000				
8. Foundations	12/1/2021	4/1/2023	\$1,172,171				
9. Sentara/ UVA	10/1/2021	1/1/2022	\$1,000,000				
10. Local Funds	12/1/2021	4/1/2023	\$3,250,000				
Total Permanent Funding:			\$8,822,171	\$39,722			

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	\$500,000
g.	HOME Funds	\$800,000
h.	Other:	\$500,000
	FHLB of Atlanta	
i.	Other:	\$1,300,000
	DHCD NHTF and DHCD VHTF	

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

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

c. FALSE Other

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

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	\$100			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$0			(Note: Deferred Developer Fee cannot be negative.)
iv. Other: <u>Solar Credit Equity</u>	\$53,995			
ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at TAB A.				
Equity Total	<u>\$54,095</u>			

2. Equity Gap Calculation

a. Total Development Cost	\$18,555,318
b. Total of Permanent Funding, Grants and Equity	- <u>\$8,876,266</u>
c. Equity Gap	\$9,679,052
d. Developer Equity	- <u>\$970</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$9,678,082

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	<u>VCDC</u>		
Contact Person:	<u>Steve Bleile</u>	Phone:	<u>(804) 482-6231</u>
Street Address:	<u>1840 W. Broad Street, Suite 200</u>		
City:	<u>Richmond</u>	State:	<u> </u>
		Zip:	<u>23220</u>
b. Syndication Equity			
i. Anticipated Annual Credits		\$1,099,892.00	
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)		\$0.880	
iii. Percent of ownership entity (e.g., 99% or 99.9%)		99.99000%	
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)		\$0	
v. Net credit amount anticipated by user of credits		\$1,099,782	
vi. Total to be paid by anticipated users of credit (e.g., limited partners)		\$9,678,082	
c. Syndication: <u>Private</u>			
d. Investors: <u>Corporate</u>			

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	<u>\$9,678,082</u>
---	--------------------

5. Net Equity Factor

Must be equal to or greater than 85%	<u>88.0000027729%</u>
--------------------------------------	-----------------------

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$18,555,318</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$8,876,266</u>
3. Equals Equity Gap		<u>\$9,679,052</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>88.0000027729%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$10,998,922</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,099,892</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,665,915</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,099,892</u>
Credit per LI Units	<u>\$13,748.6500</u>	
Credit per LI Bedroom	<u>\$13,748.6500</u>	
	Combined 30% & 70% PV Credit Requested	\$1,099,892

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	\$70,440
Plus Other Income Source (list): <u>Laundry/ other</u>	<u>\$667</u>
Equals Total Monthly Income:	<u>\$71,107</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$853,284</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$59,730</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u><u>\$793,554</u></u>

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): <u> </u>	<u>\$0</u>
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$0</u>
Less Vacancy Allowance <u>0.0%</u>	<u>\$0</u>
Equals Annual Effective Gross Income (EGI) - Market Rate Units	<u><u>\$0</u></u>

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$793,554
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$793,554
d. Total Expenses	\$680,398
e. Net Operating Income	\$113,156
f. Total Annual Debt Service	\$39,722
g. Cash Flow Available for Distribution	\$73,434

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	793,554	809,425	825,614	842,126	858,969
Less Oper. Expenses	680,398	700,810	721,834	743,489	765,794
Net Income	113,156	108,615	103,779	98,637	93,175
Less Debt Service	39,722	39,722	39,722	39,722	39,722
Cash Flow	73,434	68,893	64,057	58,915	53,453
Debt Coverage Ratio	2.85	2.73	2.61	2.48	2.35

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	876,148	893,671	911,544	929,775	948,371
Less Oper. Expenses	788,768	812,431	836,804	861,908	887,765
Net Income	87,380	81,240	74,741	67,867	60,606
Less Debt Service	39,722	39,722	39,722	39,722	39,722
Cash Flow	47,658	41,518	35,019	28,145	20,884
Debt Coverage Ratio	2.20	2.05	1.88	1.71	1.53

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	967,338	986,685	1,006,419	1,026,547	1,047,078
Less Oper. Expenses	914,398	941,830	970,085	999,187	1,029,163
Net Income	52,940	44,855	36,334	27,359	17,915
Less Debt Service	39,722	39,722	39,722	39,722	39,722
Cash Flow	13,218	5,133	-3,388	-12,363	-21,807
Debt Coverage Ratio	1.33	1.13	0.91	0.69	0.45

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be > 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

DO NOT use the CUT feature

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		80		405 Premier Circle		Albemarle	VA	22901				\$0				\$0	\$18,510,170	08/01/24	9.00%	\$1,665,915
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		80	0	Totals from all buildings					\$0	\$0	\$0	\$0	\$18,510,170				\$1,665,915			

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
15. that undersigned 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 Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

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

Legal Name of Owner: Premier Circle PSH, LLC,
By: Premier Circle Managing Member, LLC, its managi
By: Virginia Supportive Housing, its sole and managing


By: Allison Bogdanovic
 Its: Executive Director
 (Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	<u>Bruce Richard Wardell</u>
Virginia License#:	<u>0401005283</u>
Architecture Firm or Company:	<u>brwarchitects</u>

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 Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Item 5f requires a numeric value to be entered.

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

MANDATORY ITEMS:

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	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. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	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	3.63
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	12%	0, 20, 25 or 30	20.00
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:			53.63

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			61.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	8.00
i. Historic Structure	N	0 or 5	0.00
Total:			<u>164.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$93,900	\$62,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 15	0.00
c.	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	15.00%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	75.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	75.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	75.00%	Up to 50	0.00
Total:			<u>60.00</u>

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 Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>50.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	99.96
b. Cost per unit		Up to 100	30.01
Total:			<u>129.97</u>

7. BONUS POINTS:

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

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

TOTAL SCORE: **532.60**

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	0.00
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	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>61.00</u>
 All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
Total amenities:		<u>61.00</u>

X. Development Summary

Summary Information 2021 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Premier Circle PSH

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,099,892
Allocation Type: New Construction **Jurisdiction:** Albemarle County
Total Units: 80 **Population Target:** General
Total LI Units: 80
Project Gross Sq Ft: 48,149.49 **Owner Contact:** Allison Bogdanovic
Green Certified? TRUE

Total Score
532.60

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$8,822,171	\$110,277	\$183	\$39,722

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$9,514,891	\$118,936	\$198	51.28%
General Req/Overhead/Profit	\$1,332,085	\$16,651	\$28	7.18%
Other Contract Costs	\$352,500	\$4,406	\$7	1.90%
Owner Costs	\$4,383,226	\$54,790	\$91	23.62%
Acquisition	\$1,200,000	\$15,000	\$25	6.47%
Developer Fee	\$1,772,616	\$22,158	\$37	9.55%
Total Uses	\$18,555,318	\$231,941		

Total Development Costs	
Total Improvements	\$15,582,702
Land Acquisition	\$1,200,000
Developer Fee	\$1,772,616
Total Development Costs	\$18,555,318

Income		
Gross Potential Income - LI Units		\$853,284
Gross Potential Income - Mkt Units		\$0
Subtotal		\$853,284
Less Vacancy %	7.00%	\$59,730
Effective Gross Income		\$793,554

Proposed Cost Limit/Sq Ft: \$360
Applicable Cost Limit/Sq Ft: \$390

Unit Breakdown	
Supp Hsg	80
# of Eff	0
# of 1BR	0
# of 2BR	0
# of 3BR	0
# of 4+ BR	0
Total Units	80

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$260,098	\$3,251
Utilities	\$79,086	\$989
Operating & Maintenance	\$156,660	\$1,958
Taxes & Insurance	\$160,554	\$2,007
Total Operating Expenses	\$656,398	\$8,205
Replacement Reserves	\$24,000	\$300
Total Expenses	\$680,398	\$8,505

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	12	12
50% AMI	68	68
60% AMI	0	0
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$793,554
Total Expenses	\$680,398
Net Income	\$113,156
Debt Service	\$39,722
Debt Coverage Ratio (YR1):	2.85

Income Averaging? TRUE

Extended Use Restriction? 30

2021 Low-Income Housing Tax Credit Application For Reservation

Virginia Housing is running a BETA test of new EUR calculations that will be considered for implementation in 2022. These points are only a test and will not be used for scoring purposes in 2021. Please contact taxcreditapps@virginiahousing.com with questions or comments.

Credit Points:

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

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example, $(40\%/60\%) \times 200$ or 133.33 points.

Using Current E-U-R method (up to 200)		99.96
Using proposed method:		
Combined Max	\$1,665,915	
Credit Requested	\$1,099,892	
% of Savings	33.98%	
Sliding Scale Points		113.27
	<i>Difference</i>	13.31

Cost Points:

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

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

Using Current E-U-R method (up to 100)		30.01
Using proposed method:		
Total Costs Less Acquisition	\$17,355,318	
Total Square Feet	48,149.49	
Proposed Cost per SqFt	\$360.45	
Applicable Cost Limit per Sq Ft	\$390.00	
% of Savings	7.58%	
Sliding Scale Points		15.16
	<i>Difference</i>	-14.85

\$/SF = **\$357.09** Credits/SF = **23.37133** Const \$/unit = **\$139,993.4500**

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

11000
300
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	588.27	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	80	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	300,120	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	300,120	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	300,120	0	0	0	0	0	0
PROJECT COST PER UNIT	210,065	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	27,486	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	27,486	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	27,486	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	13,749	0	0	0	0	0	0
COST PER UNIT POINTS	30.01	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	99.96	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
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	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	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **30.01**

TOTAL CREDIT PER UNIT POINTS **99.96**

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	300,120	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	300,120	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	27,486	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	27,486	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Credit Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	0	0	0	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	300,120	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	300,120	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	27,486	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	27,486	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	0	0	0	0	0	0

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\$/SF = **\$357.09** Credits/SF = **23.37133** Const \$/unit = **\$139,993.45**

TYPE OF PROJECT
LOCATION
TYPE OF CONSTRUCTION

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

11000
300
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	588.27	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	80	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	300,120	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	300,120	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	300,120	0	0	0	0	0	0
PROJECT COST PER UNIT	210,065	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	27,486	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	27,486	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	27,486	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	13,749	0	0	0	0	0	0
COST PER UNIT POINTS	30.01	0.00	0.00	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	99.96	0.00	0.00	0.00	0.00	0.00	0.00

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	0	0	0	0	0	0	0
PROJECT COST PER UNIT	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	0	0	0	0	0	0
PROJECT CREDIT PER UNIT	0	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	0.00
CREDIT PER UNIT POINTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **30.01**

TOTAL CREDIT PER UNIT POINTS **99.96**

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	300,120	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	300,120	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	27,486	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	27,486	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	0	0	0	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	0	0	0	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
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	(

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	300,120	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	300,120	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	27,486	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	27,486	0	0	0	0	0	0

Cost Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	0	0	0	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
Adjusted Cost Parameter	0	0	0	0	0	0	0	(

Credit Parameters - General

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
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	(

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Partnership or Operating Agreement

Including **chart of ownership structure with percentage of interests** and **draft developer fee agreement**
(MANDATORY)

**OPERATING AGREEMENT
OF
PREMIER CIRCLE PSH, LLC**

This Operating Agreement (“Agreement”) of **PREMIER CIRCLE PSH, LLC**, a Virginia limited liability company (the “Company”), is made and entered into as of January 28, 2021, by and between Premier Circle Managing Member, LLC, a Virginia limited liability company, as the Managing Member, and Virginia Supportive Housing, a Virginia nonstock corporation, as the Investor Member (collectively, the “Initial Members”).

**Article I.
Operating Agreement and Purpose**

A. *Formation.* The Members acknowledge and affirm the formation of this limited liability company on January 25, 2021 and execute and adopt this Agreement pursuant to the Virginia Limited Liability Company Act, Section 13.1-1000 et seq., as amended and in force from time to time (the “Act”).

B. *Name.* The name of the limited liability company is **Premier Circle PSH, LLC** (the “Company”).

C. *Purpose.* The primary purpose of the Company is to acquire, finance, develop, own, maintain, improve, operate, lease and, if appropriate or desirable, sell or otherwise dispose of certain interests in real and personal property. The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated by this Agreement. The Company may also pursue any other lawful activity that is approved by the Members.

D. *Office.* The principal office of the Company shall be located at 8002 Discovery Drive, Suite 201, Richmond, Virginia 23229, or at such other place as the Manager may from time to time designate. The Company may have other offices at any place of places as may be determined by the Manager.

E. *Term.* The term of the Company commenced on the date of Certification of the Articles of Organization by the Virginia State Corporation Commission, and shall continue for so long as is provided for in the Articles of Organization, unless sooner dissolved and terminated as provided in this Agreement.

F. *Tax Matters Manager.*

1. Designation and Authority of the Tax Matters Manager.

a. Generally. The Manager is designated as the Company’s “Tax Matters Manager” (as such term is used herein). The Company and the Members acknowledge and agree that Carter Dages is authorized by the Tax Matters Manager to act on its behalf with respect to its authority as the Tax Matters Manger of the Company pursuant to this Agreement; provided that the Tax Matters Manager may revoke such authorization at any time and/or authorize other representatives to act on its behalf in its capacity as Tax Matters Manager. The Tax Matters Manager is authorized to represent the Company in connection with all examinations of the Company’s affairs by tax authorities or any administrative or judicial tax proceedings with respect to the Company, and to expend Company funds for professional services and costs associated therewith, and the Company will reimburse the Tax Matters Manager for any such costs or other costs associated with carrying out its role as Tax Matters Manager that it incurs directly. The Tax Matters Manager will have sole discretion to determine whether the

Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any tax authority with respect to the Company and whether the Company will make any elections with respect to any tax assessment or proceeding. The Tax Matters Manager shall keep the Members reasonably informed of any material tax proceedings and any material action to be taken by the Company or the Tax Matters Manager on behalf of the Company with respect to any tax proceeding for the Company.

b. New Partnership Audit Procedures. For each taxable year of the Company beginning after December 31, 2017, the Company shall designate, pursuant to Treasury Regulations Section 301.6223-1 (and any successor Treasury Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Company, the Tax Matters Manager as the “partnership representative” for the Company and Carter Dages or such other individual selected by the Tax Matters Manager as the “designated individual” for the Tax Matters Manager and the Company for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Internal Revenue Code of 1986, as amended (the “Code”), as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Treasury Regulations promulgated or official guidance issued thereunder (the “New Partnership Audit Procedures”) and shall make such corresponding designations under any corresponding provisions of applicable foreign, state, or local tax law. The Tax Matters Manager, in its capacity as the “partnership representative,” shall (i) determine all matters with respect to any examination of the Company by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties and interest among the Members and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Company) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the New Partnership Audit Procedures.

2. Obligations of Members.

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

b. New Partnership Audit Procedures. At the request of the Tax Matters Manager, in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Company or any subsidiary entity in which the Company has an interest, directly or indirectly, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Treasury Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Tax Matters Manager makes an election for the Company pursuant to Section 6226 of the Code with respect to an imputed underpayment, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any

Treasury Regulations or official guidance relating thereto). At the request of the Tax Matters Manager, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, provide the Tax Matters Manager and the Company with any information available to such Member or former Member (or its direct or indirect owners or representatives) and with such representations, certificates, or forms relating to such Member or former Member (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Tax Matters Manager determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Treasury Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Company under Section 6225(a)(1) of the Code, each Member and former Member shall indemnify the Company in an amount equal to such Member's or former Member's share (as determined by the Tax Matters Manager with the advice of the Company's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Company; provided, however, that the Tax Matters Manager may determine, in its discretion, to allocate the burden of such amount to such Member without requiring payment by such Member to the Company.

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

3. Exculpation and Indemnification of Tax Matters Managers, Partnership Representatives and Designated Individual. Any Tax Matters Manager or any person acting as a "partnership representative" or "designated individual" pursuant to this Article I.F shall, when acting in such capacity (a "Tax Matters Person"), be deemed to be a manager for purposes of the Act. The liability of any such Tax Matters Person shall be eliminated to the maximum extent the liability of a manager may be eliminated under Section 13.1-1025.B of the Act. In addition, any Tax Matters Person shall be entitled to indemnification under Article V.

G. *Registered Office and Registered Agent.* The Company's initial registered agent for service of process on the Company shall be T. Preston Lloyd, who is a resident of Virginia and a member of the Virginia State Bar, or any successor as appointed by the Members, and the address of such agent shall be Williams Mullen Center, 200 South 10th Street, Richmond, Virginia 23219, or any other address designated from time to time by the Members. The registered office and the registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the State Corporation Commission of Virginia pursuant to the Act.

Article II. Capital Contributions

A. *Capital Contributions.* The initial capital contributions to the Company by the Initial Members are set forth on Schedule A attached hereto, which is incorporated in this Agreement by this reference. Additional capital contributions shall only be made as agreed upon by all the Members at that time. The initial capital contributions and the additional capital contributions shall be collectively referred to as the "Capital Contributions."

B. *Membership Interests.* The percentage interest of each Member in the Company ("Membership Interest" or "Interest") is as set forth on Schedule A attached hereto, which is incorporated in this Agreement by this reference.

C. *Member.* The term “Member” or “Members” shall include the Initial Members and any other contributor of capital for a Membership Interest and any assignee, transferee, successor, legatee or disposee of all or any part of a Membership Interest who is admitted to the Company as a Member pursuant to Article VII. The terms “Member” or “Members” shall also include any transferee of a Membership Interest who is not admitted as a Member, but such transferee’s rights and obligations hereunder shall only be as set forth in Article VII.A.

D. *Capital Accounts.* Capital Accounts will be maintained in accordance with Section 704 of the Code and the Treasury Regulations promulgated thereunder. It is the intent of the Members to comply with the purposes of these laws and this Agreement should be construed accordingly. Property contributions will be reflected in these accounts on the basis of fair market value at the time of contribution, even though the tax basis to the Company may be different.

E. *Interest and Return of Capital Contributions.* No Member shall be entitled to interest on its Capital Contribution. No Member shall be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distribution from the Company, and there shall be no obligation to return to any Member or withdrawn Member any part of such Member’s Capital Contributions for so long as the Company continues in existence, except as specifically provided in this Agreement.

F. *Loans.* Loans or advances by any Member to the Company shall not be considered Capital Contributions and shall not increase the Capital Account balance of the lending or advancing Member. No Member shall be required under any circumstances to contribute or lend any money or property to the Company.

Article III. Allocation of Profits and Losses

A. *Profits and Losses.* “Profits” and “Losses” shall mean the taxable income or loss, as the case may be, for a period (or from a transaction) as determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), but computed with the following adjustments:

1. Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss;

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

3. In the event of any adjustment to the book value of any Company asset as permitted by the Treasury Regulations under Section 704(b) of the Code, the amount of such adjustments shall be taken into account as gain or loss from the disposition of such asset;

4. In the event the book value of any asset has been adjusted, gain or loss resulting from the disposition of such asset shall thereafter be computed by reference to its adjusted book value, which shall reflect depreciation deductions which take into account the adjustments made to the book value thereof, notwithstanding the fact that the adjusted tax basis of such asset may be different; and

5. Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to Article III.C. shall not be taken into account in computing Profits or Losses.

B. *Allocation of Profits and Losses.* After giving effect to the special allocations provided in Article III.C, including any curative allocations as provided therein, the Profits and Losses of the Company for any fiscal year shall be allocated to the Members in proportion to their respective Membership Interests.

C. *Special and Curative Allocations.*

1. The provisions of the final and temporary Treasury Regulations promulgated under Section 704(b) of the Code relating to the qualified income offset, minimum gain chargeback, minimum gain chargeback with respect to partner nonrecourse debt, the allocation of nonrecourse deductions and the allocation of items of deduction, loss or expenditure relating to partner nonrecourse debt are hereby incorporated in this Agreement by this reference and shall be applied to the allocation of Company items of income, gain, loss or deduction in the manner provided in such Treasury Regulations. However, the Members do not intend that the “deficit restoration obligation” described in Section 1.704-1(b)(2)(ii)(b) or (c) of the Treasury Regulations or any successor provision thereto be incorporated into this Agreement.

2. The foregoing regulatory allocations are intended to comply with certain requirements of the Treasury Regulations. However, it is the intent of the Members that, to the extent possible, all of the regulatory allocations shall be offset either with other regulatory allocations or with special allocations of other items of Company income, gain, loss or deduction. Therefore, notwithstanding any other provision of this Article III (other than the regulatory allocations), the Members shall make such offsetting allocations of Company income, gain, loss or deduction in whatever manner the Member’s determine appropriate so that, after such offsetting allocations are made, each Member’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the regulatory allocations were not a part of this Agreement and all Company items were allocated pursuant to Article III.B. The Members may take into account future regulatory allocations which, although not yet made, are likely to offset other regulatory allocations made under this Article III.C.

D. *Other Allocation Rules.*

1. For purposes of determining the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Section 706 of the Code and the Treasury Regulations thereunder.

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

3. Except as otherwise provided in this Agreement, all items of income, gain, loss or deduction for federal income tax purposes shall be allocated to the Members in the same manner as the corresponding book allocations of such items as provided in this Article III.

4. Notwithstanding anything herein to the contrary, in the event that the principles of Section 704(c) of the Code, and the Treasury Regulations promulgated thereunder, require allocations of taxable income or loss of the Company in a manner different than that set forth above, including any

instances in which the book value of Company's assets has been adjusted as permitted under the Treasury Regulations, the provisions of Section 704(c) and the regulations thereunder shall control such allocations among the Members.

E. *Distributions.*

1. Except as otherwise provided in Article III.E.2 hereof, all distributions to the Members of cash or other property, except distributions upon the Company's dissolution (which shall be governed by Article X) shall be made solely upon the affirmative vote of Members holding a majority of the Membership Interests. Notwithstanding the foregoing, in the event any distribution is made it shall be in accordance with the Members' respective Membership Interests in the Company. All amounts withheld pursuant to the Code or pursuant to any provisions of federal, state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Article III.E.1. All distributions shall be subject to the terms of the Act and such other governmental restrictions as are now and may hereafter become effective.

2. Notwithstanding anything herein to the contrary, the Company shall make distributions to the Members during, or within ninety (90) days after the close of, each tax year of the Company which, when aggregated with all other distributions paid by the Company during the applicable tax year, are at least equal to the sum necessary to enable the Members to pay their federal and state income tax liabilities attributable to the taxable income allocated to them by the Company for such tax year of the Company. Such amount shall be determined using the maximum income tax rate of any Member.

F. *Tax Year and Accounting Methods.* It is the intent of the Members that this Company be treated as a partnership solely for federal and state tax purposes. The taxable year of the Company shall be the calendar year. The Company books and records shall be maintained on such basis of accounting as may be determined as proper by the certified public accountant regularly employed by the Company at that time (the "Company's Accountant"). The Company's Accountant is authorized to use good judgment in making determinations with respect to the treatment of particular items which are not clearly covered here or which would result in a violation of federal or state income tax laws as they exist from time to time.

Article IV.
Management and Rights of Members

A. *Managers.* The Company shall be managed under the direction of a Manager. The Manager shall be elected and removed by the Members as provided in Section IV.D. The initial Manager of the Company shall be Premier Circle Managing Member, LLC.

B. *General Powers of the Manager.*

1. Except as otherwise limited in this Operating Agreement, the Manager shall have the exclusive right to manage the Company and to make all decisions regarding the business of the Company. The Manager shall carry out the policies, directions, orders and resolutions of the Members in the manner described in this Operating Agreement and as authorized and directed by the Members from time to time. To the extent not inconsistent with the Act, the Articles or the express provisions of this Operating Agreement, the Managers shall have the same rights, powers and authority with respect to the Company. The Manager may delegate prescribed functions to any employee, agent or consultant.

2 The Manager is granted the right, power and authority to do in the name of, and on behalf of, the Company all things that, in his sole judgment, are necessary, proper or desirable to carry out the purposes of the Company, including, but not limited to, the right, power and authority to:

a. Enter into, make and perform contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

b. Open and maintain bank accounts, investment accounts and other arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements; provided, that Company funds shall not be commingled with funds from other sources and shall be used solely for the benefit of the Company.

c. Collect funds due to the Company.

d. Acquire, utilize for the Company's purposes, maintain and dispose of any assets of the Company.

e. Pay debts and obligations of the Company, to the extent that funds of the Company are available therefor.

f. Borrow money or otherwise commit the credit of the Company for Company activities, and voluntarily prepay or extend any such borrowings.

g. Employ from time to time persons, firms or corporations for the operation and management of the Company, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, supplies, accountants and attorneys, on such terms and for such compensation as the Manager shall determine, notwithstanding the fact that the Manager or any Member may have a financial interest in such firms or corporations.

h. Make elections available to the Company under the Code.

i. Register the Company as a tax shelter with the Internal Revenue Service and furnish to the Internal Revenue Service lists of investors in the Company, if required, pursuant to applicable provisions of the Code.

j. Obtain general liability, property and other insurance for the Company, as the Managers deems proper.

k. Take such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Article IV hereof.

l. Do and perform all such things and execute, acknowledge and deliver any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

m. To own, acquire by lease or purchase, develop, maintain, and provide, grant options with respect to, sell, convey, finance, assign, mortgage, or lease real estate and/or personal property

and to cause to have constructed improvements upon any real estate necessary, convenient or incidental to the accomplishment of the purposes of Company.

3. All actions taken by the Manager on behalf of the Company from the date of its organization to the execution of this Agreement are ratified and confirmed.

C. *Tenure.* The Manager shall hold office until his death, resignation, disqualification or removal.

D. *Removal; Vacancy.* A Manager may be removed only for cause, which for these purposes shall mean a Manager's material default in the performance of its duties hereunder and failure to cure such material default within sixty (60) days. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any vacancy created or caused by removal, death, resignation or disqualification shall be filled by the affirmative vote of the Members holding a majority of the Membership Interests entitled to vote.

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

F. *Power of Attorney.*

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

a. Any certificate or other instrument that may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction to the extent the Manager deems any such filing to be necessary or desirable;

b. Any instrument or document which may be required to effect the continuation of the Company, the admission of an additional or substitute Member, or the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement; and

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

2. The appointment by each Member of the Manager of the Company as his attorney-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the disability, incompetence, bankruptcy, death or dissolution of any person given such power, except, that in the event of an assignment by a Member of all or any part of his membership interest, this power of attorney shall survive such assignment only until such time, if any, as the successor in interest

shall have been admitted to the Company as a substitute member and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

G. *Managers Have No Exclusive Duty to Company.* Unless otherwise expressly provided hereunder or under any other agreement entered into between the Company and such Manager, a Manager shall not be required to manage the Company as his sole and exclusive function, and he may have other business interests and may engage in other activities in addition to those relating to the Company, and neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of such Manager or to the income or proceeds derived therefrom.

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

I. *Special Meetings.* A meeting of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member or group of Members holding at least thirty percent (30.0%) of the Membership Interests entitled to vote. The Members will meet for the transaction of Company business at such places and times as are mutually convenient to them. Nothing in this Agreement will be construed as limiting the ability of the Members to transact Company business by unanimous written consent without a formal meeting.

J. *Notice of Meetings.* Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the person or persons calling the meeting, to each Member entitled to vote at such meeting.

K. *Meeting of all Members.* If all of the Members meet at any time and place, either within or outside of the Commonwealth of Virginia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

L. *Quorum.* Members holding at least a majority of the Membership Interests entitled to vote at a meeting of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members.

M. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

N. *Action by Members Without a Meeting.* Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by each Member entitled to vote and such consent or consents are filed with the minutes of the proceedings of the Members. Action taken under this paragraph is effective when all Members entitled to vote have signed the consent or consents, unless the consent or consents specifies a different effective date.

The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

O. *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

P. *Majority Vote.* Except as otherwise provided in this Agreement, all decisions made by the Members will be made by an affirmative vote of the Members holding a majority of the Membership Interests entitled to vote. Recipients of a Membership Interest who have not been admitted as a Member shall have no voting rights except as required by law.

Q. *Other Ventures.* The Members may be involved in other business ventures, independently or with others, and neither the Company nor any of the Members shall have any rights by virtue of this Agreement in the independent ventures or the income or profits derived from them.

Article V. Indemnification

A. *Indemnification of Members and Managers.* The Members acknowledge, agree and desire that the liability of any Member or Manager to the Company or to any of the other Members shall be eliminated, to the maximum extent possible, pursuant to Virginia Code Section 13.1-1025, as amended. The provisions of this Article are in addition to, and not in substitution for, any other right to indemnity to which any person who is or may be indemnified by or pursuant to this Article may otherwise be entitled, and to the powers otherwise accorded by law to the Company to indemnify any such person and to purchase and maintain insurance on behalf of any such person against any liability asserted against or incurred by him in any capacity referred to in this Article or arising from his status as serving or having served in any such capacity (whether or not the Company would have the power to indemnify against such liability).

B. *Effect of Invalid Provisions.* If any provision of this Article shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.

C. *Survival of Indemnification Provisions.* No amendment or repeal of this Section shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

D. *No Personal Liability to Members.* Notwithstanding the above, the indemnification provided in this Article or otherwise shall in no event cause the Members to incur any liability beyond their total Capital Contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

Article VI.
Transfer of Membership Interest

A. *No Right to Withdraw.* No Member shall have any right to voluntarily resign or otherwise withdraw from the Company during its term as provided for in the Articles of Organization without the prior written consent of all remaining Members of the Company. Any attempted resignation or withdrawal without the requisite consent shall be null and void and have no legal effect.

B. *Transfer of Interest.* No Member shall, directly or indirectly, transfer, sell, give, encumber, assign, pledge, or otherwise deal with or dispose of all or any part of his Membership Interest now owned or subsequently acquired by him, other than as provided for in this Agreement. Any transfer in violation of and without full compliance with this Agreement shall be void and without legal effect.

C. *Permitted Transfers.*

1. Notwithstanding the above, any Member (the “Transferring Member”) may transfer all or any portion of the Member’s Interest at any time to any of the following, hereinafter referred to as “Permitted Transferees”:

a. Other Members;

b. The children or other descendants of any Member; or

c. A trustee who holds such Membership Interest in trust for the exclusive benefit of any one or more of such persons listed in paragraphs C.1.a. and C.1.b. of this Article IV, except that the spouse of a lineal descendant of the Transferring Member may hold an income interest in such a trust and/or a limited power to appoint the income and/or principal of such trust to a lineal descendant (or a trust for the benefit of a lineal descendant) of the Transferring Member.

2. Notwithstanding the restrictions set forth in paragraphs A. and B. above, any Membership Interest that is held by a custodian for a minor under the laws of the Commonwealth of Virginia or any other state shall be fully transferable and assignable to the minor when the minor reaches the age of termination of such custodianship under applicable law.

D. *Option Events in the Event of Death or Bankruptcy.*

1. A Member (the “Transferring Member”) shall be deemed to have offered to sell all of such Member’s Interest in the Company to the Company and the other Members (referred to as “Remaining Members”), as provided below, on the date of the occurrence of any of the following events (an “Option Event”):

a. The death of the Member, unless the deceased Member’s interest is transferred by will, intestate succession or otherwise to a Permitted Transferee as provided for in Article VI.C.1.

b. The bankruptcy (voluntary or involuntary) as adjudicated by a court, appointment of a receiver, or assignment for the benefit of the creditors of the Member.

The Transferring Member shall deliver written notice of any such event to the Company and each of the Remaining Members within ninety (90) days after the Option Event. If notice is not given within such ninety (90) day period, the Company and Remaining Members may, but shall not be required to, treat such notice as having been given on the 90th day and proceed with their rights to purchase as provided below. Failure to exercise such right shall not be deemed a waiver of such right until actual notice is delivered and the respective option periods have expired. No interest shall accrue on the purchase price for such Interest until the actual Closing Date.

2. *Remaining Member's Right of Refusal.* Within sixty (60) days after receipt of the notice provided for in Article VI.D.1., the Remaining Members shall have the right to purchase all or any part of the Transferring Member's Interest in proportion to their Membership Interest in the Company (excluding the Transferring Member's Interest), or in such proportions as they may otherwise unanimously agree, at the price and upon the terms specified in Articles VIII and IX of this Agreement, respectively. Written notice of acceptance must be mailed or delivered to the Transferring Member within such sixty (60) day period.

3. *Company's Right of Refusal.* If the Remaining Members fail to exercise their options with respect to the Interest of the Transferring Member, the Company, by a majority vote of the Interests of the Remaining Members, shall have the right, for a period of fifteen (15) days after the expiration of the Remaining Members' sixty (60) day option period, to purchase all or any part of the remaining Interest of the Transferring Member at the price and upon the terms specified in Articles VIII and IX of this Agreement, respectively. Written notice of the Company's acceptance must be mailed or delivered to the Transferring Member within such fifteen (15) day period.

4. *Failure to Exercise Options.* If the Company and the Remaining Members fail to acquire all of the Transferring Member's Interest upon such offering, then the Transferring Member may transfer his remaining and unpurchased Interest to whomever he so designates. However, the transferee shall not become a Member unless admitted as such as provided in Article VII of this agreement.

E. *Non-Member's Interest.* For purposes of determining the Remaining Members' proportionate Interest in the Company as provided for in this Article, the Interest of Members who have not been admitted as such shall be ignored.

Article VII. Admission of a New Member

A. *Rights of Transferee.* Except as provided below for Permitted Transferees, any transfer of a Membership Interest as set forth in Article VI shall be effective only to give the transferee the right to receive the share of tax allocations and distributions to which the Transferring Member would otherwise be entitled. A Permitted Transferee, unless the Transferring Member expressly provides otherwise, shall have the right to become a substitute Member, if such Permitted Transferee agrees to be bound by all the terms and conditions of the Agreement as then in effect. No other transferee shall have the right to become a substitute Member unless all of the other Members, in the exercise of their sole and absolute discretion, expressly consent thereto in writing and the transferee agrees to be bound by all the terms and conditions of this Agreement as then in effect. Unless and until a transferee is admitted as a substitute Member, and except as provided above with respect to allocations and distributions, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder.

B. *Admission of New Member.* Additional Membership Interests may be issued by the Company and additional Members may be admitted to the Company only by unanimous agreement of the

Members. The terms applicable to the admission of new Members will be as agreed by all the Members at that time.

C. *Rights of Transferring Member.* A Member who has assigned his Membership Interest shall cease to be a Member upon assignment of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder, but shall, unless otherwise relieved of such obligations by agreement of all of the other Members or by operation of law, remain liable for all obligations arising while he was a Member.

Article VIII. Purchase Price

A. *Value of Interest Being Transferred.* Unless the Company and the Members (Transferring and Remaining) unanimously agree in writing to a different price for the Interest being transferred hereunder, the purchase price for the Transferring Members' Interest offered for sale hereunder shall be determined as of the Valuation Date by an independent appraiser selected by the Company and the Transferring Member. If the Company and the Transferring Member cannot agree upon the selection of an independent appraiser, the Company and the Transferring Member shall each select one independent appraiser, and the two selected independent appraisers shall select a mutually acceptable third independent appraiser. The third independent appraiser shall independently determine the fair market value of the Transferring Member's Interest. The purchase price of the Transferring Member's Interest shall be the average of the three independent appraisers' determination of the fair market value of the Transferring Member's Interest. Any independent appraiser may employ other independent professionals to assist them in such valuation. The determination of value by the independent appraiser shall be final and binding on all parties if made in good faith.

B. *Valuation Date.* The Valuation Date shall be the day on which an Option Event occurs.

C. *Allocation of Costs of Withdrawal.* If withdrawal is other than by reason of death, then \$5,000.00 of the costs of withdrawal incurred, in total, by the Company or any Member (other than the Transferring Member) including legal and accounting fees, will be charged to the Transferring Member and deducted from the value of the Transferring Member's Interest to the extent the Transferring Member does not pay the amounts before settlement. All additional costs and expenses above this amount shall be borne by the party that incurs the costs; provided however, all fees relating to the appraisal shall be borne one-half by the seller and one-half by the buyers (after taking into account the Transferring Member's obligation to paying the first \$5,000.00 of costs as provided, above).

Article IX. Settlement

A. *Settlement of Purchase.* The settlement of any purchase of an Interest under this Agreement shall be made on the Closing Date at the principal office of the Company, or if agreed to by the parties, the offices of the Company's legal counsel. The Closing Date shall be the date that is one hundred twenty (120) days after the date of receipt of the Transferring Member's written notice as required under Article VI, or such other date as agreed upon by the Transferring Member and those of the Company and Remaining Members who are purchasing any Interest.

1. *Payment.* Each purchaser of any Interest of a Transferring Member shall have the option of making payment of their portion of the respective purchase price (i) in cash or by certified check,

(ii) by a promissory note, or (iii) partly in cash and partly by a promissory note.

2. *Interest Rate and Term.* The promissory note shall be executed by the appropriate purchaser or purchasers payable to the order of the Transferring Member, bearing simple interest on the unpaid principal balance at an annual rate equal to the applicable federal rate under Section 1274 of the Code, as amended, determined as of the Closing Date, compounded monthly. The note shall provide for payment of both principal and accrued interest, in sixty (60) equal monthly installments. The first installment shall be payable on the date that is one (1) month after the Closing Date. The remaining installments shall be payable thereafter on the same day of each successive month until paid in full, provided, however, the entire indebtedness shall be paid in full on the date that is five (5) years from the date of the Closing Date.

3. *Option to Prepay.* The purchaser or purchasers shall have the unrestricted right to prepay the note in whole or in part, at any time and from time to time without penalty or premium; provided, however, that any such partial prepayment shall be in an amount of not less than \$5,000.00.

4. *Acceleration.* The note shall provide for optional acceleration of maturity in the event of a default in payment of principal or interest, or upon the insolvency of, or the assertion of insolvency by or against any maker, endorser or guarantor of the note. In addition, the note will become due and payable in full if the Company sells substantially all of its assets and business, or enters into any legal arrangement which has substantially the same effect. The note shall provide for the reimbursement of reasonable attorney fees in the collection of all or any part of the note upon default. The note may be secured, at the option of the Transferring Member, by a pledge of the Member's Interest purchased, but not a specific pledge of the assets of the Company.

Article X. Dissolution

A. *Events Resulting in Dissolution.* The Company will be dissolved upon the occurrence of any of the following:

1. The unanimous written consent of all the Members;
2. The adjudication of the Company as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within ninety (90) days), or the filing against the Company of a petition for reorganization under the Federal Bankruptcy Code or any state statute (which is not dismissed within ninety (90) days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent under any provisions of the Bankruptcy Code (or any state insolvency statutes), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian, sequestrator, and such receiver, trustee, custodian, or sequestrator is not dismissed within ninety (90) days;
3. At any time there are no members; however, the Company is not dissolved and is not required to be wound up if, within six months after the occurrence of the event that caused the dissociation of the last remaining Member, the personal representative of the last remaining Member agrees in writing to continue the Company until the admission of the personal representative of such Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that caused the dissociation of the last remaining Member;
4. The entry of a decree of judicial dissolution of the Company under the Act; or

5. When so determined in accordance with other specific provisions of this Agreement.

B. *Conclusion of Affairs.* In the event of the dissolution of the Company for any reason, the Members shall proceed promptly to wind up the affairs of and liquidate the Company. Except as otherwise provided in this Agreement, the Members shall continue to share distributions and tax allocations during the period of liquidation in the same manner as before the dissolution.

C. *Liquidating Distributions.* After providing for the payment of all debts and liabilities of the Company and all expenses of liquidation, and subject to the right of the Members to set up such reserves as it may deem reasonably necessary for any contingencies or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed to or for the benefit of the Members in accordance with this Agreement. Unless the Members entitled to vote (by a majority vote) agree to some other form of distribution, the distributions to the Members upon liquidation shall be made in kind based on the fair market value of the Company's assets at that time. If such distribution is in kind, each Member shall take a fractional interest in each and every asset of the Company unless the Members agree to some other method of division.

D. *Priority in Liquidation.* If the Company is terminated, the Members will proceed with the liquidation of the Company as provided in the previous section and the proceeds from the liquidation will be applied as follows:

1. First, to the payment of debts and liabilities of the Company, other than loans and advances that may have been made by the Members to the Company, and the expenses of liquidation;

2. Next, the proceeds will be applied to the payment of any loans or advances that may have been made by any Member to the Company, but if the amount available for repayment is insufficient, then on a pro rata basis;

3. Next, the Company's assets will be distributed to the Members, pro rata in accordance with their respective positive Capital Account balances, after giving effect to all contributions, distributions and allocations for all periods; and

4. Any balance remaining shall be distributed to the Members in accordance with their Membership Interests.

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

F. *No Deficit Restoration.* A negative or deficit balance in any Member's Capital Account shall not be deemed to be an asset of the Company, and no Member with a negative or deficit Capital Account balance shall have any obligation to the Company, to any other Member or to any third party or creditor to restore such negative or deficit balance. No Member shall be personally liable for the return of all

or any part of the Capital Contributions of any other Member. Any such return of Capital shall be made solely from Company assets; provided, however, nothing contained herein shall be deemed to limit the right of the Company to recover from a Member for acts or omissions constituting breach of fiduciary duty, fraud, misconduct, bad faith or gross negligence.

Article XI. Miscellaneous

A. *Books and Records.* At all times during the term of the Company, the Members shall keep, or cause to be kept, full and faithful books of account, records and supporting documents, which shall reflect, completely, accurately and in reasonable detail, each transaction of the Company (including, without limitation, transactions with the Members). The books of account, records, and all documents and other writings of the Company shall be kept and maintained at the principal office of the Company. Each Member or his designated representative shall, upon reasonable notice to the Members, have access to such financial books, records, and documents during reasonable business hours and may inspect and make copies of any of them at his own expense. The Members shall cause the Company to keep at its principal office the following:

1. Current list of the full name and last known business address of each Member, in alphabetical order;
2. A copy of the Articles of Organization and the Certificate of Organization, and all Articles of Amendment and Certificates of Amendment thereto;
3. Copies of the Company's federal, state, and local income tax returns and reports, if any, for the seven most recent years; and
4. Copies of the Operating Agreement, as amended, and of any financial statements of the Company for the seven most recent years.

B. *Amendment.* This Agreement may only be modified or amended by a written instrument. Except as otherwise required by law, such amendment may only be made in accordance with the unanimous written consent of all the Members entitled to vote. The parties further agree to execute any amendment to this Agreement as may be considered necessary by legal counsel to the Company in order for it to be treated as a partnership for federal and state income tax purposes.

C. *Notices.* For purposes of this Agreement, notices, offers and acceptances must be in writing and will be deemed to be served and received at the time mailed by United States registered or certified mail to the last known address of the party involved or when delivered in person.

D. *Enforceability.* The waiver by any party to this Agreement of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

E. *Binding Effect.* This Agreement will inure to the benefit of and be binding upon the parties to this Agreement, their successors, heirs, personal representatives and assigns.

F. *Interpretation.* Whenever the context may require, any noun or pronoun used herein shall

include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

G. *Further Assurances.* Each Member hereby agrees that it shall hereafter execute and deliver such further instruments, provide all information and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

H. *Confidentiality.* No Member may, without the approval of all remaining Members entitled to vote, divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Company, whether before or after the Company's dissolution.

I. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

J. *Good Faith.* The Members agree to exercise good faith and reasonableness in the interpretation and implementation of the provisions of this Agreement.

K. *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws rules.

L. *Headings.* The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

M. *Entire Agreement.* This Agreement contains the entire understanding between the Members and supersedes any prior written or oral agreements between them respecting the subject matter within. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Members relating to the subject matter of this Agreement, which are not fully expressed herein.

N. *Right of First Refusal.* The Company acknowledges that it has entered into that certain Right of First Refusal and Purchase Option Agreement by and between the Company, as seller, and the Investor Member, as buyer. Subject to the terms and conditions stated therein, the Right of First Refusal and Purchase Option Agreement shall be recorded in the Clerk's Office for the County of Albemarle, Virginia, upon acquisition of the Project (as defined in the Right of First Refusal and Purchase Option Agreement).

[SIGNATURE PAGE TO FOLLOW]

The undersigned, being the Initial Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement, including the attached Schedule, constitutes the sole and entire Operating Agreement of the Company, adopted as of the date first above written.

MEMBERS:

PREMIER CIRCLE MANAGING MEMBER, LLC,
a Virginia limited liability company

By: Virginia Supportive Housing,
a Virginia nonprofit corporation,
its Sole and Managing Member

Date: January 28, 2021

By: Allison Bogdanovic
Name: Allison Bogdanovic
Title: Executive Director

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonprofit corporation

Date: January 28, 2021

By: Allison Bogdanovic
Name: Allison Bogdanovic
Title: Executive Director

Schedule A

**Capital Contributions and
Membership Interests**

Name and Address	Capital Contribution	Membership Interest
Premier Circle Managing Member, LLC 8002 Discovery Drive, Suite 201 Richmond, Virginia, 23229	\$10.00	0.01%
Virginia Supportive Housing 8002 Discovery Drive, Suite 201 Richmond, Virginia, 23229	\$100.00	99.99%

**OPERATING AGREEMENT
OF
PREMIER CIRCLE MANAGING MEMBER, LLC**

This Operating Agreement dated as of January 28, 2021 (the “Agreement”) is made by Virginia Supportive Housing, a Virginia nonstock corporation (the “Member”), the sole member of **PREMIER CIRCLE MANAGING MEMBER, LLC**, a Virginia limited liability company (the “Company”), to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

**Section 1
Organization and Purpose**

1.01 *Formation of Company.* The Member has caused the Company to be organized as a limited liability company under the Virginia Limited Liability Company Act, Virginia Code §13.1-1000, *et seq.* (the “Act”). The Articles of Organization of the Company (the “Articles”) were filed with the Virginia State Corporation Commission and a Certificate of Organization was issued on January 28, 2021.

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

1.03 *Purpose.* The primary purpose of the Company is to act as the managing member of Premier Circle PSH, LLC, a Virginia limited liability company, to acquire, finance, develop, own, maintain, improve, operate, lease and, if appropriate or desirable, sell or otherwise dispose of certain interests in real and personal property. The Company may further engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated in this Agreement. The Company may also pursue any other lawful activity that is approved by the Member.

1.04 *Registered Agent.* The name and address of the registered agent of the Company for the purposes of the Act is T. Preston Lloyd, who is a resident of Virginia and a member of the Virginia State Bar, or any successor as appointed by the Member, and the address of such agent shall be Williams Mullen Center, 200 South 10th Street, Richmond, Virginia 23219, or any other address designated from time to time by the Member. The sole duty of the registered agent shall be to forward to the Company at its principal office and place of business any notice that is served on him.

**Section 2
Management**

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

2.02 *Management of the Company.*

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

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

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

2.03 *Compensation and Reimbursements.*

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

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

Section 3 Member Meetings

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

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

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

Section 4 Capital Contributions and Distributions

4.01 *Member's Capital Contributions.*

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

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

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

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

Section 5 Tax Matters

Tax Status. It is intended that the Company be treated as a corporation for tax purposes. The Company intends to make a check the box election by filing I.R.S. Form 8832. The Company also intends to make a 168(h) election, as well as to make all other appropriate elections with the Internal Revenue Service to be taxed as a corporation.

Section 6 Dissolution and Termination

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

- (a) The determination in writing of the Member;
- (b) As otherwise required by Virginia law.

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

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

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

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

- (a) First, to the payment of the debts and liabilities of the Company (including but not limited to loans made by the Member) and the expenses of liquidation, including a sales commission to the selling agent, if any; then
- (b) Second, to the setting up of any reserves which the Manager (or the person or persons carrying out the liquidation) deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Manager (or the person or persons

carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Manager shall distribute the balance thereof in the manner provided in the following subparagraph; then

(c) Third, to the Member.

6.05 *Certificate of Cancellation.*

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

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

Section 7 Notices

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

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

Section 8 Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

By: Allison Bogdanovic
Name: Allison Bogdanovic
Title: Executive Director

44745182_1

EXHIBIT A

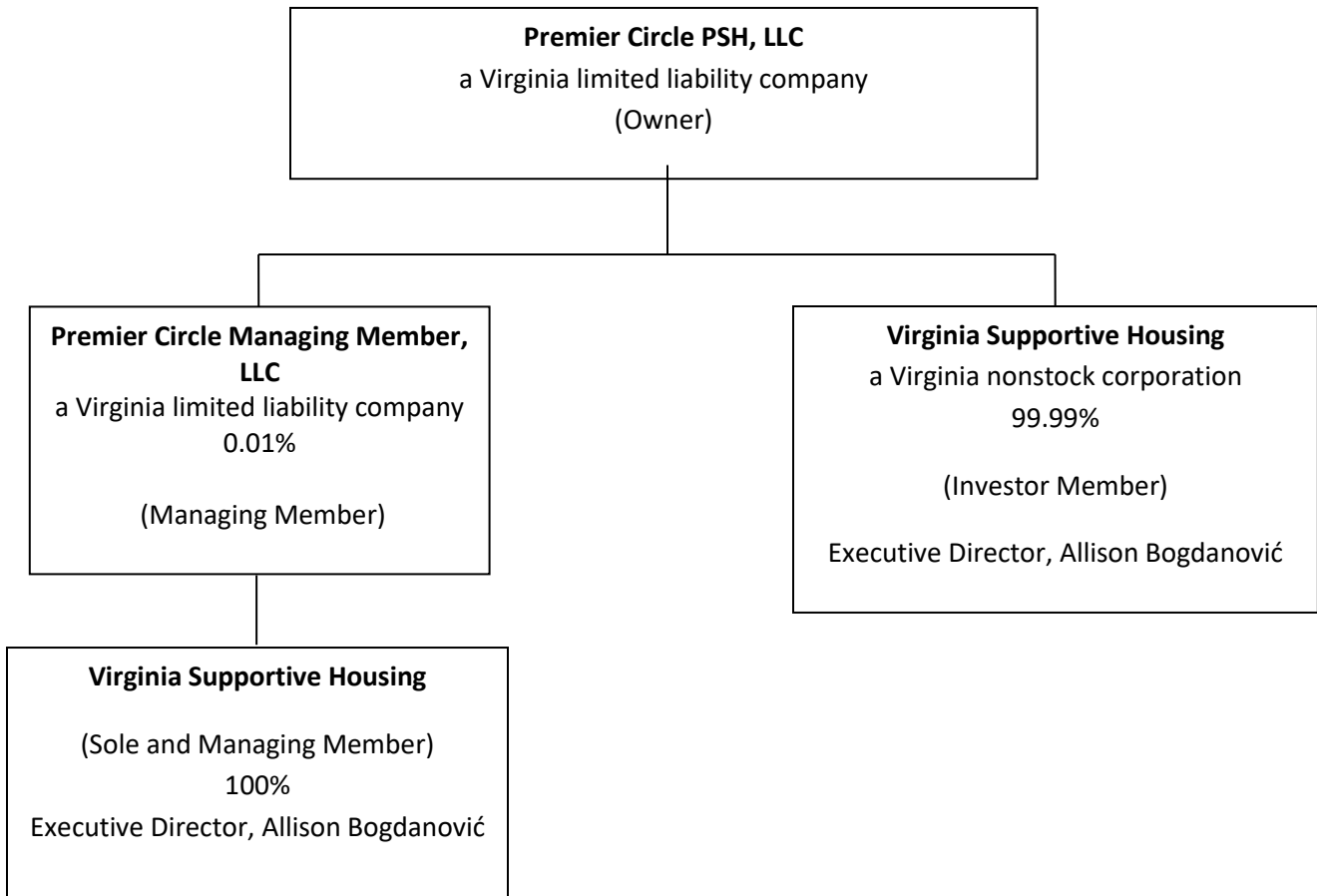
TO OPERATING AGREEMENT OF PREMIER CIRCLE MANAGING MEMBER, LLC

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

<u>Name</u>	<u>Address</u>	<u>Membership Interest</u>	<u>Initial Capital Contributions</u>
Virginia Supportive Housing	8002 Discovery Drive, Suite 201 Richmond, Virginia, 23229	100.0%	\$100.00
Total		100.0%	\$100.00

Premier Circle PSH

Premier Circle PSH, LLC (Owner) is comprised of Premier Circle Managing Member, LLC and Virginia Supportive Housing. Premier Circle Managing Member, LLC is the Managing Member and is responsible for the day-to-day management of the company. Virginia Supportive Housing (VSH) owns 100% of the membership interests of Premier Circle Managing Member, LLC and thus is responsible for the day-to-day management of the company. VSH is also the Property Management and Supportive Service provider. Virginia Supportive Housing is the investor member.



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") made as of _____, 20__ by and between **PREMIER CIRCLE PSH, LLC**, a Virginia limited liability company (the "Company"), and **VIRGINIA SUPPORTIVE HOUSING**, a Virginia not-for-profit corporation (the "Developer").

WITNESSETH:

WHEREAS, the Company has been formed to acquire, develop, construct, own, maintain and operate certain property as low-income residential rental housing, to be known as Premier Circle, to be located in the County of Albemarle, Virginia (the "Project");

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

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

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

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

Section 1. Development Services.

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

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

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been

approved by the managing member of the Company (“Managing Member”) unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the management agent of the Project ("Management Agent"),

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

(viii) To the extent applicable to the construction of the Project, comply with all present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices having jurisdiction over the Project. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the construction of the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

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

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

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

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

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

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

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

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

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

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

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

Section 3. Accounts and Records.

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

(b) The Developer shall cooperate with the Management Agent to facilitate the timely preparation by the Management Agent of such reports and financial statements as the Management Agent is required to furnish pursuant to the management agreement between the Company and the Management Agent ("Management Agreement").

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

Section 4. Obligation To Complete Construction.

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

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to One million seven hundred seventy-two thousand six hundred sixteen and No/100 Dollars (\$1,772,616.00) or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority. The Development Amount shall be deemed to have been earned as follows:

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

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

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

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

Section 6. Applicable Law.

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

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. As long as the Developer is not in default under this Agreement, the obligation of the Company to pay the Development Amount shall not be affected by any change in the identity of the Managing Member of the Company.

Section 8. Headings.

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

Section 9. Terminology.

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

Section 10. Benefit of Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

PREMIER CIRCLE PSH, LLC,
a Virginia limited liability company

By: PREMIER CIRCLE MANAGING MEMBER, LLC,
a Virginia limited liability company,
its Managing Member

By: VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation,
its Managing Member

By: _____(SEAL)
Name: Allison Bogdanovic
Title: Executive Director

DEVELOPER:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

By: _____(SEAL)
Name: Allison Bogdanovic
Title: Executive Director

44745183_1

B

Virginia State Corporation
Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 25, 2021

This is to certify that the certificate of organization of

Premier Circle PSH, LLC

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

Effective date: January 25, 2021



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

C

Principal's Previous
Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name:	<u>Premier Circle PSH</u>
Name of Applicant (entity):	<u>Premier Circle PSH, LLC</u>
	<u>Premier Circle Managing Member, LLC</u>

I hereby certify that:

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

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Allison Bogdanovic
Signature

Allison Bogdanovic

Printed Name

March 15, 2021

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: Premier Circle PSH
 Name of Applicant: Premier Circle PSH, LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2005 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Virginia Supportive Housing Controlling GP (CGP) or 'Named' Managing Member of Proposed property? ^Y Y or N

Principal's Name: _____

Development #	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	Gosnold Apartments/2425 Gosnold Avenue, Norfolk, VA	Gosnold Apartments, LLC (804)788-6825	Y	60	60	12/27/2006	7/10/2007	N
2	Cloverleaf Apartments/ 964 South Military Highway, Virginia Beach, VA	Cloverleaf Apartments, LLC (804)788-6825	Y	60	60	10/9/2008	10/20/2008	N
3	South Bay Apartments/ 1600 South Street, Portsmouth, VA	South Bay Apartments, LLC (804)788-6825	Y	60	60	11/23/2010	9/6/2011	N
4	Studios at South Richmond/ 5409 Hull Street Road, Richmond, VA	Studios at South Richmond, LLC (804)788-6825	Y	21	21	9/1/2011	5/1/2012	N
5	The Crossings at Fourth and Preston/ 401 Fourth Street NW, Charlottesville, VA	The Crossings at Fourth and Preston, LLC (804)788-6825	Y	60	60	3/1/2012	12/12/2012	N
6	Heron's Landing/2133 South Military Highway, Chesapeake, VA	Heron's Landing, LLC (804)788-6825	Y	60	60	12/5/2012	11/8/2013	N
7	Crescent Square/1333 Diamond Springs Road, Virginia Beach, VA	Crescent Square, LLC (804)788-6825	Y	80	80	12/1/2015	11/8/2016	N
8	Studios II/5409 Hull Street Road, Richmond, VA	Studios II, LLC (804)788-6825	Y	39	39	2/28/2016	7/19/2016	N
9	Church Street Station Studios/2016 Church Street, Norfolk, VA	Church Street Station Studios, LLC (804)788-6825	Y	80	80	11/1/2017	11/27/2018	N
10	New Clay House II/707 N Harrison Street, Richmond, VA	New Clay House II, LLC (804)788-6825	Y	80	80	4/22/2019	12/4/2019	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: 600 600 **LIHTC as % of Total Units** 100%

ADD ADDITIONAL PROPERTIES USING NEXT TAB

**Virginia Supportive Housing
8002 Discovery Drive, Suite 201
Richmond, Virginia 23229
P.O. Box 8585
Richmond, Virginia 23226
(804) 788-6825; (804) 788-6827 [Fax]
www.virginiassupportivehousing.org**

Virginia Supportive Housing (VSH) is a private, non-profit 501(c)3 community development corporation that was incorporated in January 1988. Its mission is to end homelessness by providing permanent housing and supportive services to the most vulnerable individuals in our society. VSH is managed by a Board of Directors.

For over thirty years, VSH has been providing a proven, permanent solution to homelessness for homeless single adults. VSH operates under the Housing First model which recognizes the success of housing individuals first and then providing supportive services such as case management, housing stabilization, independent living skills, mental health counseling, community engagement and social support, transition planning, and employment, education, and vocational support. People who are persistently homeless face many complex challenges besides their homelessness, including very low incomes and other issues such as substance abuse, mental illness, and HIV/AIDS. Providing services along with affordable housing helps residents maintain housing stability within their homes and communities while reducing the need for expensive emergency shelters.

Supportive Studio and One Bedroom Apartments for Homeless and Low-Income Single Adults

New Clay House – 707 N Harrison Street, Richmond
Gosnold Apartments – 2425 Gosnold Avenue, Norfolk
Cloverleaf Apartments – 964 South Military Highway, Virginia Beach
South Bay Apartments – 1600 South Street, Portsmouth
Studios at South Richmond – 5409 Hull Street Road, Richmond
The Crossings at Fourth and Preston – 401 Fourth Street NW, Charlottesville
Heron’s Landing – 2133 South Military Highway, Chesapeake
Crescent Square – 1333 Diamond Springs Road, Virginia Beach
Church Street Station Studios – 2016 Church Street, Norfolk
Cool Lane Apartments – 1900 Cool Lane, Richmond

VSH operates two supportive studio apartment buildings in Richmond – New Clay House and Studios at South Richmond. Since opening in 1992 with forty-seven units, New Clay House, the first SRO in Virginia, has provided permanent housing and support services for homeless adults.

New Clay House was originally developed through the adaptive reuse of an old brewery at a total cost of \$1,900,000. VSH was awarded a Governor's Housing Achievement Award for New Clay House in 1993. In 2019 New Clay House was renovated and expanded to a total of eighty studio apartments for homeless and low-income adults. The historic renovation and expansion also created additional offices for onsite support services and property management staff as well as expanded resident community space. The development costs were approximately \$19,000,000. Twenty units have Project Based Vouchers administered by the Richmond Redevelopment and Housing Authority (RRHA).

VSH opened South Richmond SRO in 1996 with thirty-nine units. South Richmond SRO provides permanent housing and support services for homeless adults. VSH developed South Richmond SRO by converting a Budget Motel. Total development costs were \$2,200,000. In 2011, a twenty-one unit addition to the building was completed for a total of \$3,500,000. Rehabilitation on the initial thirty-nine units was completed in early 2016 and included expanding the square footage of each unit. Total development costs were approximately \$5,900,000 and the building name was changed to Studios at South Richmond. All sixty units have Project Based Vouchers administered through RRHA.

Gosnold Apartments in Norfolk opened in December 2006 and has sixty supportive studio apartments for homeless adults from the cities of Norfolk, Virginia Beach, and Portsmouth. The project is part of a regional effort to end homelessness in South Hampton Roads and has been recognized by HUD as the first regional studio apartments for homeless single adults in the nation. Gosnold Apartments involved the adaptive reuse of an RC Cola bottling warehouse at a total cost of \$5,600,000. All sixty units have Section 8 Moderate Rehabilitation Vouchers administered through the Norfolk Redevelopment and Housing Authority (NRHA). Gosnold Apartments received the Governor's Housing Achievement Award in November 2007. Gosnold Apartments is a model permanent supportive housing development because it leveraged funding from three localities with federal and state funds to provide a regional solution to homelessness.

VSH opened Cloverleaf Apartments in Virginia Beach in October 2008. Cloverleaf Apartments involved the adaptive reuse of an old skating rink into sixty supportive studio apartments for homeless single adults from the cities of Virginia Beach, Norfolk, Portsmouth, and Chesapeake. Each City provided public support and funding for Cloverleaf Apartments. VSH obtained EarthCraft Virginia certification for green building and energy resource efficiency. The total development cost for Cloverleaf Apartments was approximately \$6,900,000. All sixty units have Project Based Vouchers administered through the Virginia Beach Department of Housing and Neighborhood Preservation (VBDHNP).

In November 2010, VSH opened South Bay Apartments in Portsmouth. South Bay Apartments involved the new construction of sixty supportive studio apartments that are EarthCraft Virginia certified for green building and energy resource efficiency. This was the third regional

collaboration to end homelessness in the Hampton Roads area and includes housing units for homeless individuals from Portsmouth, Norfolk, Virginia Beach, and Chesapeake; each city provided public support and funding for the development of South Bay Apartments. All sixty units have Project Based Vouchers administered through NRHA, VBDHNP, Portsmouth Redevelopment and Housing Authority (PRHA), and Chesapeake Redevelopment and Housing Authority (CRHA). Total development costs were approximately \$6,900,000. South Bay Apartments was the highest ranking application in the 2009 non-profit pool for tax credit applications. EarthCraft Virginia recognized South Bay Apartments with the 2011 Multi-Family Development of the Year award for energy and resource efficiency.

The Crossings at Fourth and Preston, sixty supportive studio apartments for homeless and low-income adults from the Charlottesville area, opened in March 2012. The Crossings at Fourth and Preston was the first VSH property to utilize an integrated model with thirty units for otherwise homeless individuals and thirty units for individuals making 50% or less of the Area Median Income. The building is EarthCraft Virginia certified for green building and energy resource efficiency and is the first VSH property to incorporate a solar thermal hot water system. EarthCraft Virginia awarded The Crossings at Fourth and Preston with the 2012 Multi-Family Development of the Year award. This was the first regional collaboration in the Charlottesville region and includes housing units for homeless single adults from the City of Charlottesville and Albemarle County; each locality provided public support and Project Based Vouchers for The Crossings at Fourth and Preston. Total development costs were approximately \$6,700,000.

Heron's Landing in Chesapeake was completed in December 2012. The development has sixty supportive studio apartments for homeless individuals from the cities of Chesapeake, Norfolk, Portsmouth, Suffolk, and Virginia Beach; each city provided public support and funding. All sixty units have Project Based Vouchers administered through NRHA, CRHA, VBDHNP, PRHA, and Suffolk Redevelopment and Housing Authority (SRHA). Heron's Landing is EarthCraft Virginia-certified for green building and energy resource efficiency. In 2013, Heron's Landing won the Hampton Roads Housing Consortium's Housing Partner Special Projects Award. This was the fourth regional collaboration to end homelessness in South Hampton Roads. Total development costs were approximately \$9,900,000.

Crescent Square, VSH's second permanent supportive housing development in Virginia Beach and the fifth regional collaboration in South Hampton Roads, opened in early 2016. Crescent Square involved the new construction of eighty supportive studio apartments for homeless and low-income individuals from the Hampton Roads region. Funding was provided by the cities of Virginia Beach and Norfolk. Forty-two units received Project Based Vouchers through NRHA and VBDHNP. The building is EarthCraft Virginia certified for energy and resource efficiency. In 2016, Crescent Square was awarded the Urban Land Institute Virginia's Vision Award for Innovative Deal of the Year. Total development costs were approximately \$12,400,000.

Church Street Station Studios opened in November 2017 and was VSH's sixth regional collaboration in South Hampton Roads. Church Street was the new construction of eighty supportive studio units in Norfolk for homeless and low-income adults from Norfolk and Virginia Beach. All eighty units received Project Based Vouchers administered through NRHA and VBDHNP. The building is EarthCraft Virginia certified. In 2020 Church Street Station Studios received Viridiant's Multifamily Project of the Year award for energy and resource efficiency. Total development costs were approximately \$13,900,000. Church Street Station Studios was the highest scoring application in the 2016 non-profit pool for tax credit applications.

Cool Lane Apartments is the adaptive re-use of a vacant assisted living facility in the City of Richmond and Henrico County. Cool Lane Apartments is eighty one-bedroom and six studio apartments for homeless and low-income individuals from the Richmond Region. Total development costs are estimated at approximately \$18,000,000 with funding provided by local, state, and federal private and public funds. Eighty-six units have received a commitment of Project Based Vouchers by RRHA. Cool Lane Apartments is expected to begin construction in 2021 with construction completion occurring in 2022. Cool Lane Apartments will contain additional office space for Virginia Supportive Housing staff as well as space for community partners.

New Clay House, Gosnold Apartments, Cloverleaf Apartments, South Bay Apartments, Studios at South Richmond, The Crossings at Fourth and Preston, Heron's Landing, Crescent Square, Church Street Station Studios, and Cool Lane Apartments utilized Low-Income Housing Tax Credit funding combined with state, local, and private funds.

In addition to supportive studios and one-bedroom apartments for homeless and low-income adults, VSH operates three community houses and two apartments for persons with disabilities; four apartment buildings for formerly homeless families; and several housing access programs.

Community Houses for Individuals with Disabilities

Stratford House – 2925 Cherokee Road, Richmond

Bliley Manor – 6119 Bliley Road, Richmond

Independence House – 1725 National Street, Richmond

Stratford House and Bliley Manor were developed and operated by Richmond Aids Ministry (RAM) but were closed by RAM in 1997 because they were unable to continue management. VSH underwent a HUD Transfer of Physical Assets in 1998 and now owns and manages both community houses. Currently, VSH operates Stratford House as a community house for eight persons with HIV/AIDS. Residents are low-income, have HIV/AIDS, and are recovering from substance abuse. In 2008, HUD approved VSH's request to change the use of Bliley Manor to a community house for individuals with traumatic brain injury (TBI). VSH manages the houses and provides support services.

Independence House, which opened in 2005, is also a community house for persons with TBI. It serves six individuals who have been referred from service agencies serving the TBI population in Richmond. VSH provides support services to the residents with a case manager. A resident manager lives at the community house.

Stratford House, Independence House, and Bliley Manor received funding from the HUD Section 811 program in addition to state, local, and private sources.

Apartments for Individuals with Disabilities

James River Apartments – 1517 Jefferson Davis Highway, Richmond and
1301 Blakemore Road, Richmond

Veterans Apartments – 4909 Chamberlayne Avenue, Richmond

HUD awarded VSH a Section 811 grant worth \$1.2 million to build James River Apartments, fourteen affordable, accessible apartments with support services for persons with disabilities. James River Apartments includes six apartments on Blakemore Road and eight on Jefferson Davis Highway in Richmond. Construction on James River Apartments began in March 2007 and was completed in April 2008. VSH provides case management services to the residents of James River Apartments as appropriate and as needed.

Veterans Apartments on Chamberlayne Avenue in Richmond houses four formerly homeless veterans with disabilities. Renovations for Veterans Apartments were completed in the spring of 2008. Total project funding was \$867,000. Funding came from the McKinney Supportive Housing Program with matching funds from the State's HOME program, the City of Richmond HOME program, and private foundations. VSH provides case management services in collaboration with the Veterans Administration.

FIND, INC.

Apartments for Homeless Families and Families with Disabilities

FIND 2 Third Avenue Apartments – 2203-2205 Third Avenue, Richmond

FIND 3 Chestnut Hill Apartments – 2504-2506 Third Avenue, Richmond

dFIND Cary Street Apartments – 2023 & 2123 West Cary Street, Richmond

In the spring of 2000, VSH began the Families in Neighborhoods Developing (FIND) program to address the needs of families who are prepared to move out of shelters and transitional housing into apartments in the community. The apartments are all affordable with rents well below

market rates to serve very low, low, and moderate income persons. VSH provides case management services to help the families maintain their housing.

Third Avenue Apartments opened in 2002 and Chestnut Hill Apartments opened in 2004. Each property has four, two- or three-bedroom apartments. Chestnut Hill Apartments was partially funded by state and federal historic tax credits. Total development costs were \$408,000 (3rd Avenue) and \$430,000 (Chestnut Hill Apartments). VSH has received a Governor's Housing Achievement Award for its supportive apartments for previously homeless families.

Cary Street Apartments opened in December 2004 along West Cary Street in Richmond. Four, three-bedroom apartments have been historically renovated for families with a disabled family member. Cary Street Apartments received state and federal historic tax credits, a HUD McKinney Supportive Housing Program grant, matching state HOME funds, and grants from private foundations.

Experienced Rental Management Partner

VSH has been actively managing supportive housing properties since the opening of New Clay House in 1992 and became a VHDA Certified Management Agent without qualification in 2010. VSH currently owns and manages 652 housing units as well as manages 30 units of permanent supportive housing at the City of Virginia Beach Housing Resource Center (HRC). The VSH management portfolio includes small multifamily buildings, community houses, and larger supportive studio apartment buildings. VSH property management staff members are experienced with property standards and reporting requirements for various U.S. Department of Housing and Urban Development (HUD), Department of Housing and Community Development (DHCD), Virginia Housing Development Authority (VHDA), and local funding programs such as Low-Income Housing Tax Credits, Historic Tax Credits, HOME and CDBG programs, HUD Section 811, and HUD Supportive Housing. VSH property management staff are also experienced in working with multiple Public Housing Authorities (PHAs) on the administration of Project and Tenant Based Rental Assistance. All housing units managed by VSH have passed federal, state, and local reviews and inspections, demonstrating the application of consistent property management standards at all VSH properties.

Proven, Permanent Solution to Homelessness

VSH has a proven track record to ending homelessness – 96% of VSH residents do not return to a state of homelessness. VSH tracks outcome measures related to the housing stability, income, and health of each client.

Supportive services provide case management, housing stabilization, independent living skills, community engagement and social support, transition planning, and employment, education,

and vocational support. VSH supportive services staff assist tenants with accessing mainstream community services and resources, monitor the quality and effectiveness of those services, and ensure coordination of care to promote achievement of each individual's personal goals including maintaining housing, securing work or entitlement income, and improving health and mental health conditions. VSH staff engage residents who seek services in developing a housing stabilization/care plan that outlines their individual goals and strategies needed to achieve their goals. Staff also work with our residents to ensure a strong sense of social connectedness in the apartment community as well as with the larger community in which they are located.

Support service staff engage residents in activities that promote a consistent and safe housing environment including offering mediation services with property management staff when required to minimize lease violations and delinquency; providing move-in support and orientation to new residents; and coordinating with community partners and donors to provide essential household items.

Supportive services staff provide individual and group counseling to help individuals resolve life issues, promote recovery and community integration, and manage mental health symptoms. Skills training is provided to improve individuals' abilities to budget and manage finances, manage medication, secure and maintain employment, and develop positive social supports. Crisis prevention, intervention, and stabilization is provided to individuals experiencing acute distress. Other activities of daily living include navigating public transportation, nutrition and diet, personal hygiene, household cleaning and maintenance, medication management, and interpersonal skills.

Supportive services staff help coordinate transition to other subsidized housing with less intensive services when appropriate. VSH ensures the resident is connected with community providers as their unique needs require and provide a year of follow-up services so that they can continue to be stably housed. In addition, VSH coordinates external placements for those who can no longer live independently and need a higher level of care, such as an assisted living or nursing facility.

Finally, VSH is licensed by the Virginia Department of Behavioral Health and Developmental Services to provide Mental Health Support Services – intensive support to individuals with serious mental illness to assist them with managing symptoms, improving community living skills, taking medication as prescribed, managing finances, and addressing co-occurring physical health and substance abuse disorders. VSH is also CORES Certified. The Certified Organization for Resident Engagement & Services (CORES) Certification recognizes organizations that have developed a robust commitment, capacity, and competency in providing resident services coordination in affordable rental homes.

Housing Access Programs

Shelter Plus Care (S+C) is VSH's oldest scattered site program, serving individuals and families with a documented disability as well as documented homelessness. VSH took over management of the S+C Program from the Richmond Behavioral Health Authority (RBHA) and the Stable Housing Access Program from HOME. Program participants receive support services from community providers, and VSH provides the housing subsidy and housing related services. The program is staffed at VSH by a Housing Specialist. Participants are referred through the coordinated entry process, which consists of a group of providers that operates through the Greater Richmond Continuum of Care and serves as the centralized access point for those who are experiencing homelessness. This program was the first evidence-based housing first program in the state for homeless persons with a severe and persistent mental illness and has proven to be a successful collaboration between the nonprofit and government sector.

Virginia Supportive Housing's Housing First programs provide scattered-site rental assistance and supportive services to chronically homeless single adults with disabilities in Hampton Roads. Potential participants are referred through their respective Continuum of Care when there is a vacancy. After the referral is made, the Supportive Services Specialist and the referring agency work together to gather the necessary client homelessness history and disability documentation to determine eligibility. Once the client is deemed eligible for the program, the Supportive Services Specialist and Housing Specialist work with the individual and community landlords to locating suitable housing.

The Housing First program has six Supportive Services Specialists, one Housing Specialist, and one Team Leader. The Supportive Services Specialists provide a plethora of services to their clients in order to assist clients with maintaining their housing. These services include, but are not limited to: collaboration with landlords, healthcare coordination, vocational services, substance abuse services, and probation/parole when needed.

Managing Developments with Multiple, Complex Financing Sources

VSH has demonstrated an ability to develop projects with multiple layers of complex financing, often leveraging federal, state, and local public and private funds. VSH's ten supportive studio apartment buildings for homeless and low-income single adults have involved financing from a large variety of sources including, but not limited to: the syndication of Low-Income Housing Tax Credits, Energy Tax Credits, and Federal and State Historic Tax Credits; National foundation and Local community foundation grants; State and Local HOME, CDBG and general funds; Federal Home Loan Bank AHP Funds; National, State, and Local Housing Trust Fund funds; and loans from the Virginia Department of Housing and Community Development (DHCD) and the Virginia Housing Development Authority (VHDA). VSH's Low-Income Housing Tax Credit application for South Bay Apartments was the highest ranked application in the 2009 nonprofit pool, Church

Street Station Studios was the highest scoring application in the 2016 nonprofit application pool, and Cool Lane Apartments was the highest ranked and awarded application in the 2019 accessible supportive housing pool. Additionally, VSH has successfully secured Project Based Vouchers for ten developments and maintains close relationships with eight administering agencies and/or housing authorities.

All small multifamily apartment properties VSH has developed have required multiple funding sources. Targeted to homeless families with incomes at or below 30% area median income and with no housing authority rental subsidies, VSH has pursued financing structures that limit debt service. VSH has also developed housing for persons with disabilities through the HUD Section 811 program, which provides a capital advance for 60-65% of the construction costs and rental subsidies. VSH has worked with DHCD, localities, and private foundations to secure the remaining funds needed for construction. The HUD Section 811 program requires that all additional funding be grant funds (loans are not permitted). With innovative financing strategies, VSH had worked with the HUD Section 811 program to build both a community house and accessible apartments.

Ownership Entity Sustainable for Affordability Period

VSH currently owns and manages 652 housing units. Since VSH opened its first property (New Clay House) in 1992, the agency has successfully operated each building. No VSH properties have been closed or unable to continue operation. VSH has remained the owner and property manager throughout the affordability period for each property it has developed.

A volunteer Board of Directors working through committees assists VSH staff in the development and operational oversight of the agency. The Board hires the executive director and is responsible for establishing policies regarding programs, fiscal matters, immediate and long-range planning, insurance reporting, and fundraising. Board committees include Site Development and Asset Management, Governance, Program and Evaluation, Mission Advancement, and Executive. The VSH Board includes professionals with experience in housing development, property management, law, and social services. The Richmond firm of Dooley and Vicars performs annual independent audits. Agency property management policies, procedures, and property financials are reviewed by the Site Development and Asset Management Committee of the Board of Directors.

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

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) dated as of the 15th day of March, 2021 (the “Effective Date”), is made by and between the **PHA PREMIER CIRCLE, LLC**, a Virginia limited liability company, having an office at 682 Berkmar Circle, Charlottesville, Virginia 22901 (“Seller”), and **VIRGINIA SUPPORTIVE HOUSING**, a Virginia nonstock corporation, having an office at 8002 Discovery Drive, Suite 201, Richmond, Virginia 23229, and its successors and permitted assigns (“Purchaser”).

RECITALS:

A. Seller is the fee simple owner of a certain tract of land located in the County of Albemarle, Virginia, identified as County of Albemarle, Virginia Tax Parcel Identification Number 061M0-00-00-00600 and having a street address of 405 Premier Circle, Charlottesville, Virginia 22901, all as more particularly described on Exhibit A attached hereto and made a part hereof (the “Larger Seller Tract”).

B. Purchaser desires to purchase a portion of the Larger Seller Tract consisting of approximately 0.7 acre, the approximate boundaries of which are shown on Exhibit B attached hereto and made a part hereof (the “Land”), which shall be subdivided from the Larger Seller Tract at Seller’s sole expense as provided in Section 4.7 of this Agreement.

C. Seller has agreed to sell, and Purchaser has agreed to purchase, the Property, all on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. THE PROPERTY.

1.1 Recitals Incorporated. The above-referenced Recitals are incorporated herein by reference as if fully set forth herein.

1.2 Description. Subject to the terms and conditions of this Agreement, and for the consideration set forth herein, Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to accept from Seller, all of Seller’s right, title and interest in and to the following (collectively, the “Property”):

1.2.1 The Land;

1.2.2 All buildings, improvements, fixtures, structures, parking facilities, electrical systems, plumbing systems, heating systems, and air conditioning systems located on the Land, or any portion thereof, if any, that may remain on the Land on the Date of Closing, which shall be delivered in their “as-is” condition as of Closing, with all faults and without any warranties of any kind, all warranties being hereby expressly disclaimed (collectively, the “Improvements”); and

1.2.3 All easements, hereditaments and appurtenances, if any, pertaining or affecting the Land (collectively, the “Easements”).

1.3 Agreement to Convey. Seller agrees to convey, and Purchaser agrees to accept, on the Date of Closing (as defined in Section 2.3 below): (a) good and marketable title to the Land and the Improvements by way of the Deed (as defined in Section 8.1 below), to be executed and delivered by Seller in respect to the Property, and which shall be subject only to the Permitted Exceptions (as defined in Section 3.4 below) affecting or encumbering the Property; and (b) any consents, authorizations, zoning entitlements, certificates of occupancy, permits and approvals from any applicable governmental or quasi-governmental agency, department, board or other entity with respect to or

attributable to the Property, which are assignable and remain valid or in effect as of Closing (the “Approvals”), by way of the Assignment (as defined in Section 8.1 below), to be executed and delivered in respect to the Approvals.

2. PURCHASE PRICE AND CLOSING.

2.1 Purchase Price. The purchase price to be paid by the Purchaser for the Property at Closing (the “Purchase Price”) shall be ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00), subject to adjustments contained herein.

2.2 Payment. Purchaser shall pay to Seller the Purchase Price, subject to adjustment for prorations and credits as provided in Section 7 below, on or before 5:00 p.m. Eastern Time, on the Date of Closing, by Purchaser causing the Title Company to deliver a wire of immediately available funds to such bank account(s) as Seller may designate.

2.3 Closing. Unless this Agreement is sooner terminated as provided in this Agreement, delivery of the Deed and the closing hereunder (the “Closing”) shall take place pursuant to an escrow closing on a date requested by Purchaser in a written notice to Seller (the “Closing Notice”), which date (the “Date of Closing”) shall be at least fifteen (15) business days from the date of the Closing Notice but no later than June 1, 2023. In the event that Purchaser fails to deliver the Closing Notice, the Date of Closing shall be June 1, 2023. The Closing shall occur on the Date of Closing and shall be conducted by mail or overnight courier by the Title Company (as hereinafter defined), or at such other time and place as may be agreed to in writing by Seller and Purchaser. Notwithstanding the foregoing, Purchaser and Seller shall endeavor to conduct Closing by depositing (by overnight or local courier) into escrow with the Title Company all closing documents and other items in connection therewith no later than the first business day immediately prior to the Date of Closing. Notwithstanding anything herein to the contrary, in no event shall Closing take place prior to August 15, 2021.

3. INSPECTIONS AND APPROVALS.

3.1 Due Diligence Period; Due Diligence Approval Date. Purchaser shall have a period of time (the “Due Diligence Period”), commencing on the Effective Date, and expiring at 5:00 p.m., EST, on the date which is one hundred fifty (150) days after the Effective Date (the “Due Diligence Approval Date”), in which to conduct the inspections and studies described in this Section 3.

3.2 Access to the Property and Indemnification by Purchaser. During the Due Diligence Period (and thereafter until the Date of Closing to the extent this Agreement has not been terminated and continues to remain in effect), Seller shall permit Purchaser and Purchaser’s agents and representatives access to the Property, for purposes of conducting, at Purchaser's sole cost and expense, such physical and environmental inspections of the Property as Purchaser shall deem necessary or appropriate. The parties acknowledge that the Property and the Larger Seller Tract are being used as an emergency shelter for individuals experiencing homelessness and associated case management and parking pursuant to an agreement between Thomas Jefferson Area Coalition for the Homeless (“TJACH”) and Seller (the “TJACH Agreement”). Purchaser shall schedule its inspections with TJACH not less than 48 hours in advance of entry, and shall conduct such inspections at reasonable times in a manner that does not disturb TJACH’s guests. In the event this Agreement is terminated pursuant to Section 3.5 below, Purchaser agrees, at its own expense, to (i) promptly restore the Property to substantially the same condition it was in prior to such test or inspection, reasonable wear and tear excepted, to the extent that any inspection or test performed by Purchaser requires or results in any damage to or alteration of the condition of the Property. Purchaser shall indemnify and hold Seller harmless from any loss, injury, liability, damage or expense, including reasonable attorneys’ fees and costs, incurred by reason of Purchaser's (or its agents' and/or representatives') entering upon the Property or the Larger Seller Tract for the aforesaid purposes, provided, however, that Purchaser shall not be required to indemnify Seller if, and to the extent that, any such loss, injury, liability, damage or expense was caused by the gross negligence or willful misconduct of Seller, its employees or agents. Purchaser shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence from the Effective Date through Closing or the earlier termination of this Agreement.

3.3 Inspection of Documents. Within fifteen (15) business days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser, to the extent Seller has in its possession or readily available control as of the Effective Date and to the extent such may exist, copies of all documents and written information concerning or pertaining to the Property, including, without limitation, the TJACH Agreement, existing title policies, surveys, studies, environmental reports and/or inventories, easement documents, plans, proffers, permits, governmental reports, memos, warranties and guaranties with respect to the Property that will be assigned to Purchaser at Closing, and all other documents, instruments and agreements relating to the Property, which are reasonably requested by Purchaser and are in Seller's possession or readily available control. Purchaser shall keep all information and documents received under this Section 3.3 confidential (except for lenders, investors, professional advisors, and other similar parties with a need to know, or as required by law), and shall use and inspect the same only for its good faith, due diligence review of the Property.

3.4 Title and Survey. Title to the Property shall be good and marketable and shall be conveyed in fee simple, free and clear of all liens and encumbrances except for those matters approved by Purchaser ("Permitted Exceptions"). The Property's title shall be insurable by a nationally recognized ALTA title insurance company of Purchaser's choice, which is licensed in the Commonwealth of Virginia (the "Title Company"). Purchaser shall obtain a standard form commitment for title insurance ("Title Commitment") for the Property, together with copies of all recorded instruments identified as exceptions therein (together with the Title Commitment, referred to herein as the "Title Documents"). Purchaser shall deliver a copy of the Title Commitment to the Seller, together with any objections to matters set forth therein, to Seller no later than 120 days after the Effective Date (the "Title Objection Deadline"). Purchaser's failure to notify Seller of objections to title on or before the Title Objection Deadline shall be deemed Purchaser's approval of all matters shown in the Title Documents (or, if Purchaser has failed to obtain any Title Documents, of all matters that would have been revealed by a search of title to the Property), and shall waive Purchaser's right to object to the same. Upon Seller's timely receipt of notice of Purchaser's objections to title, Seller shall have the right, but not the obligation, to agree in writing to cure the same by so notifying Purchaser within ten (10) business days after the Title Objection Deadline (the "Seller's Cure Notice"); provided, however, that Seller shall be obligated to discharge at Closing the lien and effect of any deed of trust, mortgage or other monetary lien then encumbering or affecting the Property. Seller's failure to give the Seller's Cure Notice shall be deemed Seller's election not to cure any of Purchaser's objections to title. Matters of title that Seller has not agreed in writing to cure as provided in this Section 3.4 shall be deemed Permitted Exceptions. Purchaser shall be responsible for all costs related to the Title Policy, including, without limitation, costs related to the title search and any updates, preparation of the Title Commitment and all premiums for the Title Policy including endorsements thereto. Purchaser may, at its option, obtain a survey of the Property (the "Survey"). Notwithstanding anything contained herein to the contrary, in all events Seller shall be obligated to discharge at Closing, the lien and effect of any deed of trust, mortgage or other monetary lien then encumbering or affecting the Property, except as otherwise agreed by Purchaser.

3.5 Purchaser's Rights to Terminate. Notwithstanding anything contained herein to the contrary, Purchaser shall have the absolute right to terminate this Agreement on or before 5:00 p.m., EST, on the Due Diligence Approval Date, for any or no reason whatsoever, by providing written notice to Seller of Purchaser's intent to terminate. If this Agreement is terminated pursuant to the terms of this Section 3.5, neither party shall thereafter have any further rights, obligations or liability hereunder, except as otherwise provided in Section 12.14 below and except that Purchaser shall return to Seller, within five (5) business days after such termination, all documents and information provided under Section 3.3 above.

4. SELLER'S OBLIGATIONS PRIOR TO CLOSING. Until Closing, Seller and/or Seller's agents or representatives shall:

4.1 Insurance. Not change or cancel any insurance except for replacement thereof in the ordinary course of business that would reduce the amount or types of insurance coverage existing as of the Effective Date.

4.2 Notices. Provide to Purchaser, immediately upon the receipt thereof, any and all notices in any manner relating to the Property received by Seller or its agents or representatives from any governmental or quasi-governmental instrumentality having jurisdiction over the Property or any insurance company. Notwithstanding the foregoing, Seller shall not be required to provide Purchaser with correspondence from local and state government

agencies generated in the ordinary course of Seller's operation and development of the Larger Seller Tract, not including the Property.

4.3 Compliance with Law. Cause the Property to comply with all applicable laws, orders, rules and regulations applicable to the Property in all material respects.

4.4 [Intentionally Omitted].

4.5 Liens and Encumbrances. Neither impose any liens or encumbrances on the Property (except such as will be released at or before Closing at Seller's expense) nor execute or file any restrictive covenants or subdivision plat (except as provided in Section 4.7) affecting the Property except such as have been approved by Purchaser in writing. Upon Purchaser's written approval of any restrictive covenants or subdivision plat, the same will be deemed a Permitted Exception.

4.6 Marketing of the Property. Not, without the prior written consent of Purchaser, solicit, negotiate, or accept offers for the purchase of the Property, or any part thereof, from any other party.

4.7 Subdivision of the Larger Seller Tract. Cause the Land to be subdivided from the Larger Seller Tract at Seller's expense (the land to be retained by Seller shall be referred to as the "Retained Acreage") and record a subdivision plat (the "Subdivision Plat") in the County of Albemarle land records ("Land Records") at or prior to Closing. The Subdivision Plat shall be subject to Purchaser's review and approval. Purchaser shall determine during the Due Diligence Period if any off-site easements over the Retained Acreage are needed for the proposed development. Seller and Purchaser agree to negotiate in good faith any such off-site easements.

5. REPRESENTATIONS AND WARRANTIES.

5.1 By Seller. Seller represents and warrants to Purchaser, as of the Effective Date, that:

5.1.1 Organization. Seller is a limited liability company validly existing and organized under and by virtue of the laws of the Commonwealth of Virginia. Purchaser has the power, right and authority to enter into and perform all of the obligations required of Purchaser under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

5.1.2 Authorization. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be, valid and legally binding upon Seller and enforceable in accordance with their respective terms.

5.1.3 Access. To the best of Seller's knowledge, the Property has legal and physical access to Premier Circle, a 50' private right of way.

5.1.4 Condemnation. Seller has not received any written notice of any existing, pending, or, to the best of Seller's knowledge, threatened condemnation, incorporation, annexation or moratorium proceedings affecting the Property (or any portion thereof).

5.2 By Purchaser. Purchaser represents and warrants to Seller as of the Effective Date that:

5.2.1 Organization. Purchaser is a nonstock corporation validly existing and organized under and by virtue of the laws of the Commonwealth of Virginia. Purchaser has the power, right and authority to enter into and perform all of the obligations required of Purchaser under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

5.2.2 Authorization. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

5.3 Broker. Seller and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with the sale of the Property, except as set forth in this Section 5.3. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the claims of any other broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the sale of the Property. This mutual indemnity shall survive Closing and any termination of this Agreement.

5.4 Survivability. The representations and warranties of Seller and Purchaser made in this Agreement and in any other instrument or agreement entered into in connection herewith shall survive recordation of the Deed and Closing hereunder for a period of one (1) year.

5.5 Limitation of Remedy. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF ANY MATTER RELATING TO OR ARISING OUT OF THIS AGREEMENT, OR ANY ACTION OR INACTION, EVEN IF THE OTHER PARTY, TO THE EXTENT APPLICABLE, IS ADVISED OF THOSE DAMAGES OR THE POSSIBILITY OF THOSE DAMAGES. THIS LIMITATION APPLIES WHETHER THE DAMAGES ARE SAID TO BE BASED UPON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR STRICT OR ANY OTHER KIND OF LIABILITY. DAMAGES WAIVED AND EXCLUDED BY THIS SECTION INCLUDE WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFIT AND LOSS OF GOODWILL. NOTWITHSTANDING THE FOREGOING, THE LIMITATION CONTAINED IN THIS SECTION 5.5 SHALL NOT APPLY IF DAMAGES ARE BASED ON THE WILLFUL MISCONDUCT OF A PARTY TO THIS AGREEMENT.

6. PURCHASER'S CONDITIONS PRECEDENT TO CLOSING. Purchaser's obligation to consummate the purchase of the Property on the Date of Closing shall be subject to the satisfaction or performance of the following terms and conditions, any one or more of which may be waived by Purchaser, in whole or in part, unless otherwise stated herein, on or as of the Date of Closing: (i) Seller shall have materially complied with all covenants and provisions required by this Agreement to be complied with by Seller, before, on, or as of the Date of Closing; (ii) the representations and warranties of Seller in this Agreement shall be true and correct in all material respects on and as of the Date of Closing; (iii) Purchaser shall not have terminated this Agreement pursuant to an express right to terminate set forth in this Agreement; (iv) Purchaser or an affiliate of Purchaser shall have received a reservation and an allocation of competitive nine percent (9%) Low Income Housing Tax Credits ("LIHTC") for the construction of permanent supportive housing on the Property (the "Project") during the 2021 or 2022 tax credit allocation cycle administered by Virginia Housing Development Authority ("VHDA"), in an amount deemed sufficient by Purchaser, in its sole discretion, to provide funding for the completion of such construction; (v) Purchaser or an affiliate of Purchaser shall have received a firm commitment for construction and permanent financing for the construction of the Project in an amount deemed sufficient by Purchaser, in its sole discretion, to provide sufficient funds for the completion of such construction; and (vi) the Subdivision Plat shall have been approved by Albemarle County as set forth in Section 4.7. Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion and proceed to Closing; provided, however, that except as provided herein no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by an authorized officer of Purchaser. If any of the conditions set forth in subsections i, ii, v and vi of this Section 6 have not been satisfied, waived or performed in all material respects on or as of the Date of Closing, then Purchaser shall have the rights set forth in Section 10.2. If the condition set forth in subsection iv of this Section 6 (regarding receipt of tax credits) has not been satisfied, waived or performed in all material respects on or as of December 31, 2022 (the "Condition Deadline"), then Purchaser shall have the right to terminate this Agreement by giving notice to Seller at or before 5:00 p.m., EST, on the Condition Deadline, in which event all rights and obligations of the parties under this Agreement shall expire.

Purchaser's failure to terminate this Agreement on or before the Condition Deadline shall be deemed to waive the condition set forth in subsection iv of this Section 6. If this Agreement is terminated pursuant to the terms of this Section 6, neither party shall thereafter have any further rights, obligations or liability hereunder, except as otherwise provided herein.

7. CLOSING COSTS AND PRORATIONS.

7.1 Closing Costs. Seller shall pay its attorneys' fees in reference to this transaction and any Grantor's tax in connection with the recordation of the Deed, except to the extent exempt by law. Purchaser shall pay all other closing costs associated with the transaction, all other recordation costs associated with the Deed, all costs related to any loan obtained by Purchaser for this transaction, all costs associated with the title search and any updates, preparation of the Title Commitment, and all premiums for the Title Policy, including extended coverage and any endorsements thereto, all costs of the Survey and any investigations and inspections incurred or performed by or on behalf of Purchaser, the reasonable settlement fees and charges of the Title Company due in connection with the closing of this transaction and Purchaser's own attorneys' fees. Notwithstanding anything in this Section 7.1 to the contrary, Seller shall be solely responsible for paying all accounts payable and other expenses of Seller or the Property accruing prior to the Date of Closing.

7.2 Prorations. Real estate taxes for the Property billed or paid for the period including the Date of Closing shall be prorated as of 12:01 a.m., EST, on the Date of Closing, and shall be adjusted against all amounts due at Closing.

7.3 Purpose and Intent. Except as expressly provided herein, the purpose and intent as to the provisions of prorations and apportionments set forth in this Section 7 and elsewhere in this Agreement is that Seller shall bear all expenses of ownership and operation of the Property and shall receive all income therefrom accruing through midnight of the day preceding the Closing and Purchaser shall bear all such expenses and receive all such income accruing thereafter.

8. CLOSING AND ESCROW.

8.1 Seller's Deliveries. Seller shall deliver possession of the Property to Purchaser at the time of Closing. On or before the Date of Closing, Seller shall deliver to the Title Company, as escrow agent, or Purchaser, as appropriate, any amounts set forth on the Settlement Statement (as hereinafter defined), as required by this Agreement, if any, and each of the following items, executed as appropriate by Seller, to be held in escrow pending Closing:

- (a) a Special Warranty Deed, in a form insurable by the Title Company, duly executed by Seller and conveying to Purchaser fee simple title to the Property, subject only to the Permitted Exceptions (the "Deed");
- (b) an Owner's Affidavit as to Mechanic's Liens and Possession as reasonably required by the Title Company;
- (c) a settlement statement setting forth in reasonable detail the financial transaction contemplated by this Agreement (the "Settlement Statement");
- (d) reasonable documentation evidencing Seller's existence and authority, and the authority of the person executing any documents at Closing on behalf of Seller, to enter into the transactions contemplated by this Agreement, as may be reasonably required by the Title Company in order for Title Company to issue to Purchaser the Title Policy;
- (e) if applicable, a bill of sale and/or assignment agreement, in a form reasonably acceptable to both parties, conveying to Purchaser the Improvements and Approvals (the "Assignment");
- (f) such other documents as may be reasonably required by the Title Company to consummate the sale of the Property, in forms reasonably acceptable to both parties.

8.2 Purchaser's Deliveries. On or before the Date of Closing, Purchaser shall deliver to the Title Company, as escrow agent, any amounts set forth on the Settlement Statement, as required by this Agreement, and each of the following items, executed as appropriate by Purchaser, to be held in escrow pending written confirmation by Purchaser that all conditions to the obligation of Purchaser to close on the conveyance of the Property have been satisfied:

(a) reasonable documentation evidencing Purchaser's authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, to enter into the transactions contemplated by this Agreement, as may be reasonably required by the Title Company; and

(b) the Settlement Statement.

8.3 Possession. Purchaser shall be entitled to possession of the Property at the conclusion of the Closing.

9. DAMAGE, DESTRUCTION AND CONDEMNATION.

9.1 Casualty. Except as provided herein, Seller assumes all risk of loss or damage to the Property by fire or other casualty until the Date of Closing. If such loss or damage materially and adversely affects Purchaser's intended use and enjoyment of the Property as of the Date of Closing, Purchaser shall have the option, in its sole discretion, either to (i) terminate this Agreement by giving Seller written notice in which event the parties hereto shall have no further obligations or liabilities to one another hereunder except as expressly provided for hereunder; or (ii) proceed to Closing and accept from Seller an assignment of all insurance payable as a result of such damage or casualty. If at any time on or prior to the Date of Closing any portion of the Property is destroyed or damaged as a result of fire or any other cause whatsoever, Seller shall promptly give written notice thereof to Purchaser.

9.2 Condemnation. In the event, at any time on or prior to the Date of Closing, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby) to Purchaser. Purchaser shall have the right to terminate this Agreement by written notice to Seller within twenty (20) days following the date upon which Purchaser receives Seller's written notice of such action or proceeding, in which event the parties hereto shall have no further obligations or liabilities to one another hereunder except as expressly provided for hereunder. If Purchaser does not elect to so terminate this Agreement within said twenty (20) day period, this Agreement shall remain in full force and effect and the parties shall proceed to Closing and all condemnation proceeds will be assigned to Purchaser.

10. DEFAULT AND REMEDIES.

10.1 Purchaser Default. If, after the Due Diligence Approval Date, Purchaser shall fail or refuse to purchase the Property in violation of Purchaser's obligations hereunder, within ten (10) business days after notice thereof (except that such ten (10) business day cure period shall not apply to Purchaser's failure to perform a monetary obligation hereunder), for any reason other than a default by Seller under this Agreement or a failure of condition precedent to Closing pursuant to Section 6 above, and provided that Seller is then ready, willing and able to proceed to Closing, has performed all of its obligations hereunder and all conditions precedent to Closing hereunder have been satisfied or waived by Purchaser, Seller shall be entitled to: (i) terminate this Agreement, and/or (ii) withhold Seller's performance until Purchaser has cured its default, and/or (iii) institute any action available to Seller at law or in equity to recover damages, including reasonable attorneys' fees, incurred by Seller as a result of such breach by Purchaser, which damages shall not exceed \$50,000.00. Notwithstanding the foregoing, nothing in this Section 10.1 shall be deemed to limit Seller's remedies for any other violation of Purchaser's obligations hereunder, including without limitation Purchaser's obligation to indemnify Seller under Section 3.2 above, or to return certain documentation to Seller under Section 3.3 above. In all events, however, Seller's rights and remedies against Purchaser are subject to the provisions of Section 5.5 above.

10.2 Seller Default. In the event Seller shall: (a) fail to sell, transfer and assign the Property to Purchaser for any reason other than a default by Purchaser under this Agreement, and/or (b) fail to perform any other obligation of Seller hereunder within ten (10) business days after notice thereof for any reason other than a default by Purchaser under this Agreement, and/or (c) breach any warranty made or granted by Seller under this Agreement or any document or instrument given in connection herewith, and/or (d) have materially adversely misrepresented any fact, or any of the representations of Seller contained herein are not true, accurate or complete in all material respects, then Purchaser shall be entitled to elect, as its sole remedy therefor, either to: (i) seek specific performance of the Seller's obligations under this Agreement, or (ii) terminate this Agreement and institute any action available to Purchaser at law or in equity to recover damages, including reasonable attorneys' fees, incurred by Purchaser as a result of such breach or misrepresentation by Seller, which damages shall not exceed \$50,000.00. In all events, however, Purchaser's rights and remedies against Seller are subject to the provisions of Section 5.5 above.

11. NOTICES. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (a) hand delivered, or (b) one (1) business day after pickup by an overnight delivery service, or (c) delivered by electronic mail, in any case addressed to the parties at their respective addresses set forth below:

If to Seller: PHA Premier Circle, LLC
682 Berkmar Circle
Charlottesville, Virginia 22901
Attention: Sunshine Mathon
Email: smathon@piedmonthousing.org

with a copy to: Piedmont Housing Alliance
682 Berkmar Circle
Charlottesville, Virginia 22901
Attention: Andrew Miller
Email: amiller@piedmonthousing.org

and Boyd & Sipe PLC
PO Box 237
Charlottesville, Virginia 22902
Attention: Tara R. Boyd, Esq.
Email: tara@boydandsipe.com

If to Purchaser: Virginia Supportive Housing
8002 Discovery Drive, Suite 201
Richmond, Virginia 23229
Phone: (804) 332-0500
Attention: Allison Bogdanovic
Email: abogdanovic@virginiassupportivehousing.org

with a copy to: Lauren Nowlin, Esq.
Williams Mullen
200 S. 10th Street, Suite 1600
P.O. Box 1320 (23218-1320)
Richmond, Virginia 23219
Phone: (804) 420-6585
Email: lnowlin@williamsmullen.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 11 to the other party. Telephone numbers are for informational purposes only. Notices shall be deemed effective if given by counsel, acting in the capacity as counsel, to any party hereto, acting on behalf of

such party. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

12.2 Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

12.3 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

12.4 Assignability. Purchaser shall have the absolute right, without Seller's consent or approval, to assign or transfer this Agreement or any of Purchaser's rights, obligations and interests under this Agreement to an entity owned by, or under common ownership or control with, the Purchaser. Purchaser shall notify Seller of any such assignment not less than 5 business days before the Date of Closing. Except as expressly provided in this Agreement, neither party will assign its rights or obligations under this Agreement without the other party's prior written consent.

12.5 Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

12.6 No Public Disclosure. Prior to Closing, all press releases or other dissemination of information to the media or responses to requests from the media for information relating to the transaction contemplated herein shall be subject to the prior written consent of Purchaser and Seller, except to the extent required by the Virginia Freedom of Information Act as other applicable law.

12.7 Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

12.8 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

12.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any party may execute this Agreement electronically using an electronic signature service. This Agreement may be delivered by facsimile, email or any other form of electronic transmission. Copies of this Agreement shall be deemed originals for all purposes.

12.10 Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum hereof.

12.11 Proper Execution. The submission by Purchaser to Seller of this Agreement in an unsigned form shall be deemed to be a submission solely for Seller's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option or an offer, and shall not confer any rights upon Seller or impose any obligations upon Purchaser irrespective of any reliance thereon, change of position or partial performance. The submission by Purchaser to Seller of this Agreement for execution by Seller and the actual

execution thereof by Seller and delivery to Purchaser by Seller shall similarly have no binding force and effect on Purchaser unless and until Purchaser shall have executed this Agreement and a counterpart hereof executed by Purchaser and Seller shall have been delivered to Seller.

12.12 Waiver. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

12.13 Business Days. If any date herein set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (as hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term "Legal Holiday" shall mean any local or federal holiday on which post offices are closed in the County of Albemarle, Virginia.

12.14 Survival. Notwithstanding any termination, cancellation or expiration of this Agreement or the Closing, provisions which are by their terms intended to survive and continue shall so survive and continue.

12.15 Cooperation; Undertakings by Seller and Purchaser. The parties will cooperate and act reasonably to facilitate the consummation of the transactions referenced in this Agreement. In addition to the obligations required to be performed by the parties at or before Closing, Seller and Purchaser each agree to perform such other acts, and to execute, acknowledge and deliver, before, at or after Closing, such other instruments, documents and other materials as the other may reasonably request in order to consummate the transactions referenced in this Agreement and to vest title to the Property in Purchaser. Wherever this Agreement requires a party's consent or approval, such consent or approval will not be unreasonably withheld, conditioned or delayed, and will be deemed given if the party from whom the consent or approval is required fails to notify the other party of its disapproval or denial within ten (10) business days after delivery of notice reasonably describing the requested action and including such information as may be necessary to take the requested action.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase and Sale Agreement on the dates set forth below, effective as of the date first set forth above.

SELLER:

PHA PREMIER CIRCLE, LLC,
a Virginia limited liability company

By: Piedmont Housing Alliance,
a Virginia nonstock corporation

Its: Manager

By: _____ (SEAL)

Name: Sunshine Mathon

Title: Manager

PURCHASER:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

By: _____ (SEAL)

Name: Allison Bogdanovic

Title: Executive Director

IN WITNESS WHEREOF, Purchaser and Seller have executed this Purchase and Sale Agreement on the dates set forth below, effective as of the date first set forth above.

SELLER:

PHA PREMIER CIRCLE, LLC,
a Virginia limited liability company

By: Piedmont Housing Alliance,
a Virginia nonstock corporation
Its: Manager

By: _____(SEAL)
Name: _____
Title: _____

PURCHASER:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

By: Allison Bogdanovic (SEAL)
Name: Allison Bogdanovic
Title: Executive Director

Exhibit A

LEGAL DESCRIPTION OF LARGER TRACT

ALL THOSE CERTAIN LOTS OR PARCELS OF LAND SITUATED IN ALBEMARLE COUNTY ON U.S. ROUTE 29, NORTH OF CHARLOTTESVILLE, VIRGINIA, BEING SHOWN AND DESIGNATED AS LOT 6 AND LOT 7, A PLAT OF WILLIAM S. ROUDABUSH, INC., DATED JANUARY 1, 1980, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY, VIRGINIA IN DEED BOOK 797, PAGE 249.

TOGETHER WITH AND SUBJECT TO THE RIGHTS TO USE THE 50' ACCESS EASEMENT AS INDICATED ON SAID PLAT AND GRANTED BY DEED RECORDED IN DEED BOOK 899, PAGE 333

BEING THE SAME REAL ESTATE CONVEYED TO TIOTA, LTD., A VIRGINIA CORPORATION BY DEED FROM THE ROCHESTER COMMUNITY SAVINGS BANK, A NEW YORK BANKING CORPORATION DATED APRIL 1, 1991, RECORDED APRIL 1, 1991 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY, VIRGINIA IN DEED BOOK 1146, PAGE 326.

ALSO DESCRIBED AS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, LYING IN THE COUNTY OF ALBEMARLE, VIRGINIA, CONTAINING 3.749 ACRES, MORE OR LESS, BEING TAX MAP PARCEL 61M-6 AS SHOWN ON A PLAT OF SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY OF 3.749 ACRES FRONTING U.S. ROUTE 29, IN THE COUNTY OF ALBEMARLE, VIRGINIA" BY TIMMONS GROUP DATED JANUARY 28, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET ALONG THE NORTH SIDE OF U.S. ROUTE 29, SOUTH BOUND LANE, APPROXIMATELY 55' SOUTHWEST FROM THE CENTERLINE OF PREMIER CIRCLE AT ITS PERPENDICULAR INTERSECTION WITH U.S. ROUTE 29, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH THE NORTH SIDE OF U.S. ROUTE 29, S 35°20'15" W 110.00' TO AN IRON ROD SET;

THENCE CONTINUING WITH THE NORTH LINE OF U.S. ROUTE 29, S 35°21'38" W 188.58' TO AN IRON ROD SET ON THE EAST LINE OF THE 29 GROUP, LLC, TAX MAP PARCEL 61W-1-C-4;

THENCE DEPARTING THE NORTH SIDE OF U.S. ROUTE 29 AND WITH THE 29 GROUP, LLC, N 29°47' 08" W 233.61' TO AN IRON ROD FOUND, A CORNER ALSO TO THE 29 GROUP, LLC, BEING TAX MAP PARCEL 61W-1-C-3;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1--C-3), N 29°47' 08" W 71.52' TO AN IRON ROD FOUND, A CORNER AGAIN TO THE 29 GROUP, LLC, BEING TAX MAP PARCEL 61W-1-C-2;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1-C-2), N 29°47' 08" W 96.82' TO AN IRON ROD FOUND, A CORNER TO THE 29 GROUP, LLC, TAX MAP PARCEL 61W-1-C-6;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1-C-6), N 29°47' 08" W 45.18' TO AN IRON ROD FOUND, A CORNER TO CHALLENGER WAY, LLC, TAX MAP PARCEL 61W-1-C-1;

THENCE WITH CHALLENGER WAY, LLC, N 29°47' 08" W 164.66' TO A CONCRETE MONUMENT FOUND, A CORNER TO LITTLE SISTER, LLC, TAX MAP PARCEL 61W-1-C-5, AND HELEN D. GELLING, TAX MAP PARCEL 61M-1-24;

THENCE WITH GELLING AND BENJAMIN KARL & CARLY ERIN SAMS, TAX MAP PARCEL 61M-1-23, N 65°13' 11" E 184.50' TO AN IRON ROD FOUND, A CORNER TO 106 COMMONWEALTH CIRCLE, LLC, TAX MAP PARCEL 61M-1-22;

THENCE WITH 106 COMMONWEALTH CIRCLE, LLC, N 65°13' 11" E 145.21' TO AN IRON ROD FOUND, A CORNER TO THOMAS M. & PAULA DALY HAUGHEY, TAX MAP PARCEL 61M-1-21;

THENCE WITH HAUGHEY, N 65°13' 11" E 104.87' TO AN IRON ROD FOUND, A CORNER TO CASTULO GAITAN, TAX MAP PARCEL 61M-1-20;

THENCE WITH GAITAN, TAX MAP PARCEL 61M-1-20, N 65°13' 11" E 147.95' TO AN IRON ROD SET ON THE SOUTH LINE OF ANDERSON, ET AL;

THENCE ALONG THE WEST EXTENT OF PREMIER CIRCLE, PARCEL 'X', ALSO BEING A 50' ACCESS EASEMENT, A CURVE TO THE LEFT, HAVING A RADIUS OF 251.10',

A LENGTH OF 182.14', A DELTA ANGLE OF 41° 33' 34", AND WHOSE LONG CHORD BEARS S 44° 26' 23" W A DISTANCE OF 178.17' TO AN IRON ROD SET;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, S 23° 39' 36" W 108.65' TO AN IRON ROD FOUND;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, A CURVE TO THE LEFT, HAVING A RADIUS OF 190.00', A LENGTH OF 259.73', A DELTA ANGLE OF 78° 19' 21", AND WHOSE LONG CHORD BEARS S 15° 30' 05" E A DISTANCE OF 239.97' TO AN IRON ROD SET;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, S 54° 39' 45" E 55.00' TO AN IRON ROD SET;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00', A LENGTH OF 47.12', A DELTA ANGLE OF 90° 00' 00", AND WHOSE LONG CHORD BEARS S 9° 39' 45" E A DISTANCE OF 42.43' TO THE POINT OF BEGINNING;

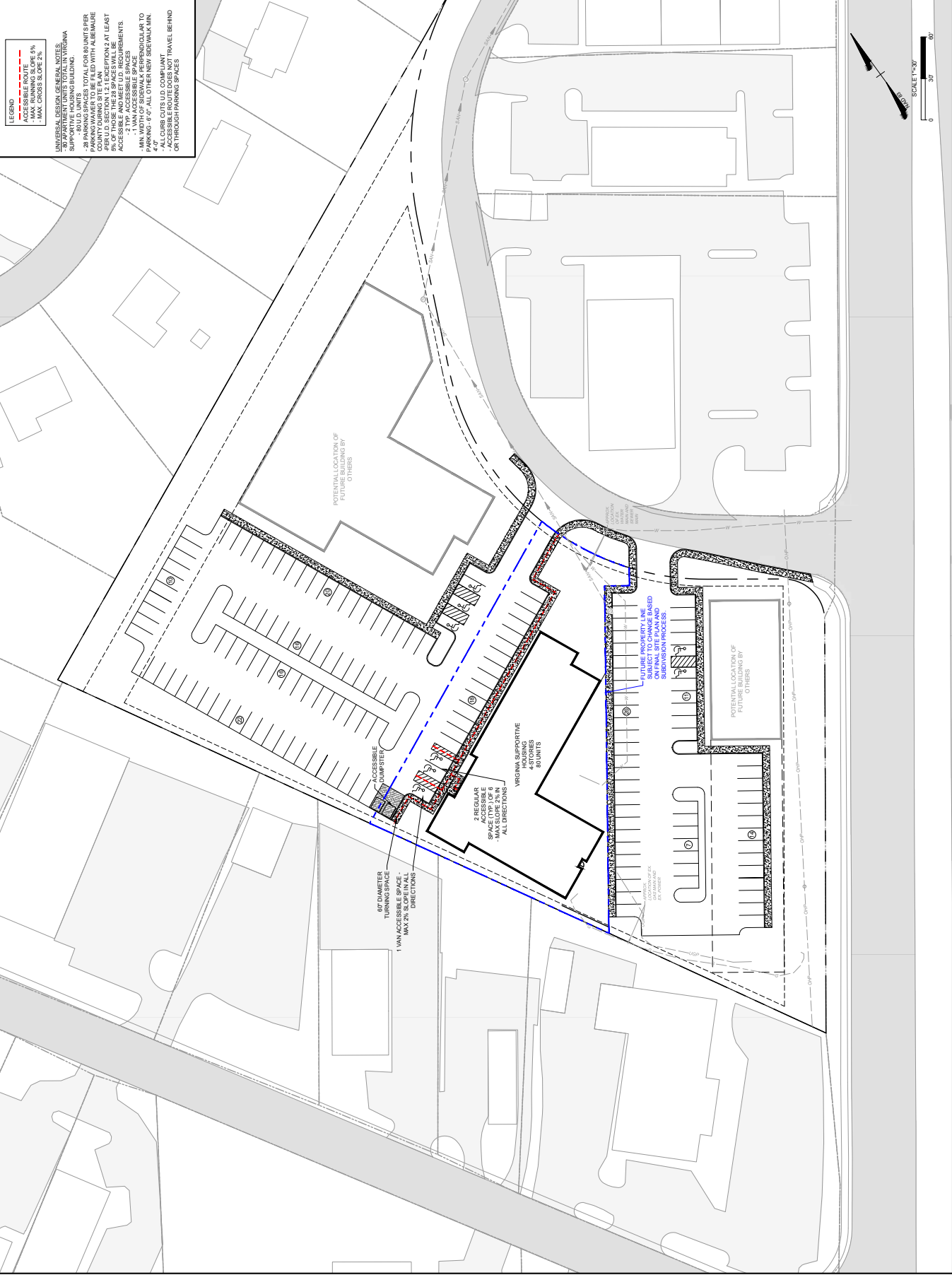
CONTAINING 3.749 ACRES.

Exhibit B

SKETCH SHOWING APPROXIMATE BOUNDARIES OF LAND

[See attached]

REVISIONS	
NO.	DESCRIPTION



ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT (this “Assignment”) is made and entered into as of this 15th day of March, 2021, by and between **VIRGINIA SUPPORTIVE HOUSING**, a Virginia nonstock corporation (“Assignor”), and **PREMIER CIRCLE PSH, LLC**, a Virginia limited liability company (“Assignee”).

RECITALS

A. Assignor, as purchaser, and PHA Premier Circle, LLC, a Virginia liability company (“Seller”), as seller, have entered into that certain Purchase and Sale Agreement dated as of March 15th, 2021 (the “Agreement”), which provides for the sale and conveyance to Assignor of certain real property and improvements thereon located in the County of Albemarle, Virginia (the “Property”), as more particularly described therein.

B. Pursuant to Section 12.4 of the Agreement, Assignor may, without Seller’s consent or approval, assign or transfer the Agreement and all of Assignor’s rights, obligations and interests under the Agreement to an entity owned by, or under common ownership or control with, Purchaser. Assignee is owned by Assignor.

C. Assignor desires to assign to Assignee all of its right, title and interest in and to the Agreement and the Property, and Assignee desires to accept such assignment and to assume all of Assignor’s obligations as to the purchase of the Property under the Agreement, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title, interest, duties, and obligations in, to and under the Agreement and all claims and rights that Assignor may have or to which Assignor may be entitled under or by virtue of the Agreement. It is the intention of the parties hereto that Assignee shall have and be vested with all of the same rights, benefits and obligations conferred upon and undertaken by Assignor in the Agreement as though, and to the same extent as if, Assignee had been named the purchaser of the Property in the Agreement.

2. Assignee hereby assumes and agrees to perform and observe all agreements, covenants and obligations to be performed and observed by Assignor under the Agreement. Assignee hereby agrees to hold Assignor free and harmless from any and all losses, liabilities, obligations, debts and expenses arising under the Agreement and the transactions contemplated therein.

3. Assignee’s address for notices for purposes of Section 11 of the Agreement is set forth below:

If to Purchaser: Premier Circle PSH, LLC
c/o Virginia Supportive Housing
8002 Discovery Drive, Suite 201
Richmond, Virginia 23229
Phone: (804) 332-0500
Attention: Allison Bogdanovic
Email: abogdanovic@virginiassupportivehousing.org

with a copy to: Lauren Nowlin, Esq.
Williams Mullen
200 S. 10th Street, Suite 1600
P.O. Box 1320 (23218-1320)
Richmond, Virginia 23219
Phone: (804) 420-6585
Email: lnowlin@williamsmullen.com

4. This Assignment represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, promises, statements or agreements, either written or oral, between the parties hereto as to the same.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns hereunder.

6. This Assignment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument, and electronic and facsimile signatures shall be deemed to be original signatures and of the same force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party hereto has executed this Assignment or caused it to be executed on its behalf by its duly authorized representatives, the day and year first above written.

ASSIGNOR:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonstock corporation

By: Allison Bogdanovic (SEAL)
Name: Allison Bogdanovic
Title: Executive Director

ASSIGNEE:

PREMIER CIRCLE PSH, LLC,
a Virginia limited liability company

By: Premier Circle Managing Member, LLC,
a Virginia limited liability company,
its managing member

By: Virginia Supportive Housing,
a Virginia nonstock corporation,
its Managing Member

By: Allison Bogdanovic (SEAL)
Name: Allison Bogdanovic
Title: Executive Director

Assessment History

Parcel ID 061M0-00-00-00600
Primary Prop. Address 405 PREMIER CIR

Tax Year 2021

Assessment Date 01/01/2021
Land Value \$4,656,300
Land Use Value \$0
Improvements Value \$1,000
Total Value \$4,657,300

Tax Year 2020

Assessment Date 01/01/2020
Land Value \$3,441,600
Land Use Value \$0
Improvements Value \$1,000
Total Value \$3,442,600

Tax Year 2019

Assessment Date 01/01/2019
Land Value \$3,441,600
Land Use Value \$0
Improvements Value \$226,500
Total Value \$3,668,100

Tax Year 2018

Assessment Date 01/01/2018
Land Value \$3,330,600
Land Use Value \$0
Improvements Value \$320,200
Total Value \$3,650,800

Tax Year 2017

Assessment Date 01/01/2017
Land Value \$3,330,600
Land Use Value \$0
Improvements Value \$218,000
Total Value \$3,548,600

Tax Year 2016

Assessment Date 01/01/2016
Land Value \$3,330,600
Land Use Value \$0
Improvements Value \$56,700
Total Value \$3,387,300

Tax Year 2015

Assessment Date	01/01/2015
Land Value	\$3,330,600
Land Use Value	\$0
Improvements Value	\$56,700
Total Value	\$3,387,300

Tax Year 2014

Assessment Date	01/01/2014
Land Value	\$3,330,600
Land Use Value	\$0
Improvements Value	\$56,700
Total Value	\$3,387,300

Tax Year 2013

Assessment Date	01/01/2013
Land Value	\$3,330,600
Land Use Value	\$0
Improvements Value	\$56,700
Total Value	\$3,387,300

Tax Year 2012

Assessment Date	01/01/2012
Land Value	\$3,330,600
Land Use Value	\$0
Improvements Value	\$56,700
Total Value	\$3,387,300

Tax Year 2011

Assessment Date	01/01/2011
Land Value	\$3,330,600
Land Use Value	\$0
Improvements Value	\$120,800
Total Value	\$3,451,400

Tax Year 2010

Assessment Date	01/01/2010
Land Value	\$3,330,600
Land Use Value	\$0
Improvements Value	\$120,800
Total Value	\$3,451,400

Tax Year 2009

Assessment Date	01/01/2009
Land Value	\$3,330,600
Land Use Value	\$0
Improvements Value	\$1,120,800
Total Value	\$4,451,400

Tax Year 2008

Assessment Date	01/01/2008
Land Value	\$3,330,600
Land Use Value	\$0
Improvements Value	\$1,120,800
Total Value	\$4,451,400

Tax Year 2007

Assessment Date	01/01/2007
Land Value	\$3,108,500
Land Use Value	\$0
Improvements Value	\$197,400
Total Value	\$3,305,900

Tax Year 2006

Assessment Date	01/01/2006
Land Value	\$2,081,600
Land Use Value	\$0
Improvements Value	\$1,065,500
Total Value	\$3,147,100

Tax Year 2005

Assessment Date	01/01/2005
Land Value	\$2,081,600
Land Use Value	\$0
Improvements Value	\$1,065,500
Total Value	\$3,147,100

Tax Year 2004

Assessment Date	01/01/2004
Land Value	\$1,665,300
Land Use Value	\$0
Improvements Value	\$1,068,600
Total Value	\$2,733,900

Tax Year 2003

Assessment Date	01/01/2003
Land Value	\$1,665,300
Land Use Value	\$0
Improvements Value	\$1,068,600
Total Value	\$2,733,900

Tax Year 2002

Assessment Date	01/01/2002
Land Value	\$1,463,100
Land Use Value	\$0
Improvements Value	\$1,513,800
Total Value	\$2,976,900

Tax Year 2001

Assessment Date	01/01/2001
Land Value	\$1,463,100
Land Use Value	\$0
Improvements Value	\$1,513,800
Total Value	\$2,976,900

Tax Year 2000

Assessment Date	01/01/2000
Land Value	\$1,386,300
Land Use Value	\$0
Improvements Value	\$1,537,000
Total Value	\$2,923,300

Tax Year 1999

Assessment Date	01/01/1999
Land Value	\$1,386,300
Land Use Value	\$0
Improvements Value	\$1,537,000
Total Value	\$2,923,300

Tax Year 1998

Assessment Date	01/01/1998
Land Value	\$1,288,800
Land Use Value	\$0
Improvements Value	\$1,486,100
Total Value	\$2,774,900

Tax Year 1997

Assessment Date	01/01/1997
Land Value	\$1,288,800
Land Use Value	\$0
Improvements Value	\$1,486,100
Total Value	\$2,774,900

Tax Year 1996

Assessment Date	01/01/1996
Land Value	\$1,288,800
Land Use Value	\$0
Improvements Value	\$1,307,200
Total Value	\$2,596,000

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: [Signature]

Date: 3/8/21

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridian

Signature [Signature]

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



Project Name: Premier Circle PSH
Construction Type: New Construction
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS
Manager's Apartment	1	60
1bd Lower Floors	56	61
1bd Top floor	24	63
Projected Project HERS - Weighted Average		62

Home Energy Rating Certificate

Projected Report

Rating Date:
 Registry ID:
 Ekotrope ID: ZdmVxeXv

HERS® Index Score:

63

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

Annual Savings

\$482

*Relative to an average U.S. home

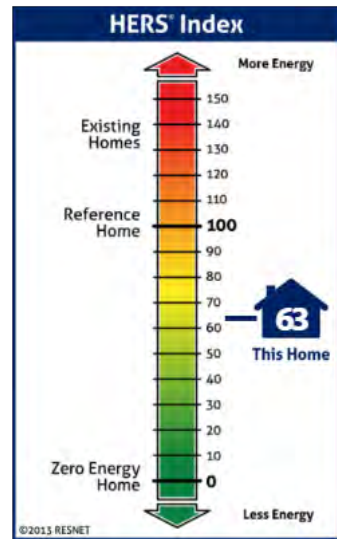
Home:
 405 Premier Circle
 Charlottesville, VA 22901

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	1.8
Cooling	0.5
Hot Water	1.4
Lights/Appliances	11.6
Service Charges	
Generation (e.g. Solar)	0.0
Total:	15.3

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Premier Circle - 1 Bed Interior Top Floor
Community:	Premier Circle
Conditioned Floor Area:	400 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Water Heater • Electric • 3.44 Energy Factor
House Tightness:	5 ACH50
Ventilation:	75 CFM • 100 Watts
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Vaulted Roof, R-20
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
 RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
 Digitally signed: 3/8/21 at 1:45 PM



Home Energy Rating Certificate

Projected Report

Rating Date:
 Registry ID:
 Ekotrope ID: kLZMBjr2

HERS® Index Score:

60

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

Annual Savings

\$613

*Relative to an average U.S. home

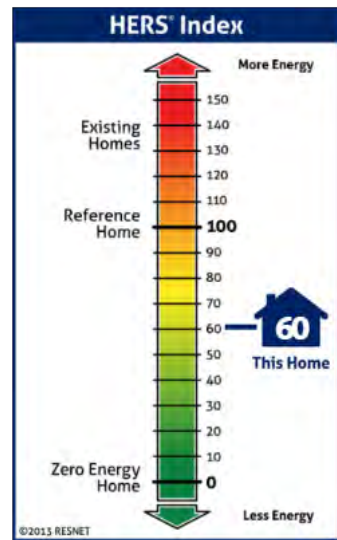
Home:
 405 Premier Circle
 Charlottesville, VA 22901

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.4
Cooling	0.7
Hot Water	1.4
Lights/Appliances	2.4
Service Charges	
Generation (e.g. Solar)	0.0
Total:	17.8

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	Managers Office
Community:	Premier Circle
Conditioned Floor Area:	668 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Water Heater • Electric • 3.44 Energy Factor
House Tightness:	5 ACH50
Ventilation:	75 CFM • 92 Watts
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
 RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
 Digitally signed: 3/8/21 at 1:45 PM



Home Energy Rating Certificate

Projected Report

Rating Date:
Registry ID:
Ekotrope ID: KvpDjjKv

HERS® Index Score:

61

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

Annual Savings

\$479

*Relative to an average U.S. home

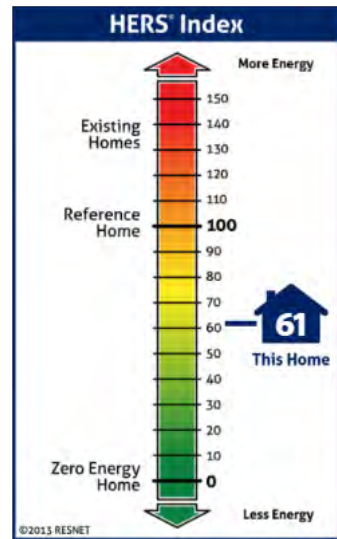
Home:
405 Premier Circle
Charlottesville, VA 22901

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	1.2
Cooling	0.4
Hot Water	1.4
Lights/Appliances	11.6
Service Charges	
Generation (e.g. Solar)	0.0
Total:	14.7

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	Premier Circle - 1 Bed Interior First Floor
Community:	Premier Circle
Conditioned Floor Area:	400 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Water Heater • Electric • 3.44 Energy Factor
House Tightness:	5 ACH50
Ventilation:	75 CFM • 100 Watts
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

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

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

Stacey Smith, Certified Energy Rater
Digitally signed: 3/8/21 at 1:45 PM



G

Zoning Certification Letter
(MANDATORY)



County of Albemarle
**COMMUNITY DEVELOPMENT
DEPARTMENT**

401 McIntire Road, North Wing
Charlottesville, VA 22902-4579
Telephone: 434-296-5832
WWW.ALBEMARLE.ORG

DATE: 3/16/2021

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

RE: ZONING CERTIFICATION

Name of Development: Premier Circle PSH

Name of Owner/Applicant: Premier Circle PSH, LLC

Name of Seller/Current Owner: PHA Premier Circle, 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 credits available under VHDA's Qualified Allocation Plan.

DEVELOPMENT DESCRIPTION:

Development Address:
405 Premier Circle, Charlottesville, VA 22901

Legal Description:

Premier Circle PSH will be developed on an approximate 0.7 acre parcel of real property, which is a portion of a larger tract of real property located in the County of Albemarle, Virginia, identified as County of Albemarle, Virginia Tax Parcel Identification Number 061M0-00-00-00600, and further described as follows: ALL those certain lots or parcels of land situated in Albemarle County on U.S. Route 29, North of Charlottesville, Virginia, being shown and designated as Lot 6 and Lot 7, a Plat of William S. Roudabush, Inc., dated January 1, 1980, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 797, Page 249. Together with and subject to the rights to use the 50' Access Easement as indicated on said plat and granted by Deed recorded in Deed Book 899, Page 333. Being the same real estate conveyed to Tiota, Ltd., a Virginia corporation by Deed from The Rochester Community Savings Bank, a New York banking corporation dated April 1, 1991, recorded April 1, 1991 in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1146, Page 326.

March 16, 2021

LZC2021-00010

Page 2

Zoning Certification, cont'd

Proposed Improvements:

New Construction: 80 # Units 1 # Buildings 48,149.49 Approx. Total Floor Area Sq. Ft.
 Adaptive Reuse: # Units # Buildings Approx. Total Floor Area Sq. Ft.
 Rehabilitation: # Units # Buildings Approx. Total Floor Area Sq. Ft.

Current Zoning: Neighborhood Model District allowing a density of 140 units/ 3.75 acres units per acre, and the following other applicable conditions: VSH will develop 80 units of permanent supportive housing plus one night monitor unit on 0.69 acres of the site.

Other Descriptive Information:

Premier Circle PSH, eighty new construction studio apartments with on-site supportive services plus one resident night monitor unit, will be a blend of units for homeless and low-income individuals in the Albemarle/ Charlottesville region.

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

FRANCIS H MACCALL

Printed Name

DEPUTY ZONING ADMINISTRATOR

Title of Local Official or Civil Engineer

434-296-5832

Phone:

3/16/2021

Date:

March 16, 2021

LZC2021-00010

Page 3

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

H

Attorney's Opinion
(MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6585
lnowlin@williamsmullen.com

March 18, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Premier Circle PSH
Name of Owner: Premier Circle PSH, LLC

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 (of which this opinion is a part) dated March 18, 2021 (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

WILLIAMS MULLEN

March 18, 2021

Page 2

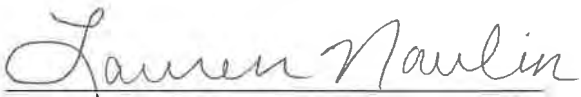
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. The type of the nonprofit organization involved in the Development is an organization described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

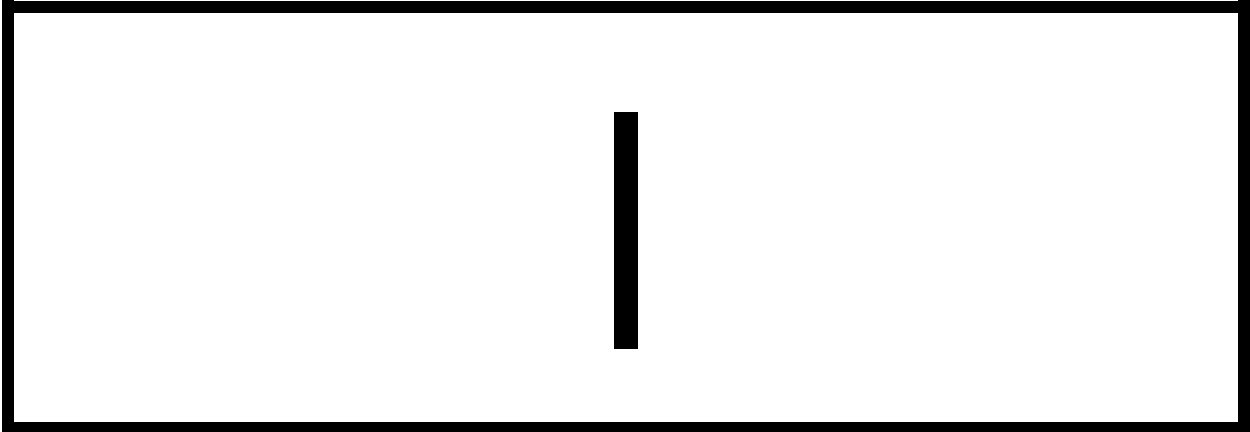
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions 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: 
Name: Lauren D. Nowlin
Its: Partner



Nonprofit Questionnaire

(MANDATORY for points or pool)



Non-profit Questionnaire

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

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

1. General Information

- Name of development: _____
 - Name of owner/applicant: _____
 - Name of non-profit entity: _____
 - Address of principal place of business of non-profit entity:

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

 - Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):

 - Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):

 - 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.)?
_____ How many part time, paid staff members? _____
- Describe the duties of all staff members:

Non-profit Questionnaire, cont'd

- Does the non-profit share staff with any other entity besides a related non-profit described above?

Yes No If yes, explain in detail: _____

- 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

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

2. Non-profit Formation

- If this is your first Non-profit Questionnaire in Virginia please explain in detail the genesis of the formation of the non-profit; otherwise please skip this question:

- 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:

- 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:

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

Yes No If yes, explain:

Non-profit Questionnaire, cont'd

- 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: _____

- 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

- Explain any experience you are seeking to claim as a related or subsidiary non-profit.

3. Non-profit Involvement

- 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:

- (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

- 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?

Non-profit Questionnaire, cont'd

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:

- 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 non-profit's proposed involvement in the construction or rehabilitation of the Development:

- (ii) Describe the nature and extent of the non-profit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

- (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:

- 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.

- 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.

- Will the non-profit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? Yes No If yes, explain the amount and source of the funds for such payments.

Non-profit Questionnaire, cont'd

- 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.

- 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:

- 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:

- 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:

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

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

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

- 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:

- 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:

- 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

- 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:

- 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 general discussion points:

- 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
 - (ii) elected representatives of low-income neighborhood organizations? Yes No

Non-profit Questionnaire, cont'd

- 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
- 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:

- 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
- 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:

- 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:

- 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).

- 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).

- To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? Yes No

- 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:

Non-profit Questionnaire, cont'd

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.

March 12, 2021

Date

Premier Circle PSH, LLC

Owner/Applicant

By: Allison Bogdanovic

Its: Executive Director

Title

Virginia Supportive Housing

Non-profit

March 12, 2021

Date

By: Sharon K. Nustbaum
Board Chairman

By: Allison Bogdanovic
Executive Director

Premier Circle PSH

Non-Profit Questionnaire: Additional Information

1. General information

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

Sharon Nusbaum, President
Community Volunteer
Board Term: 2015-2021
540 New Hampshire Ave., Norfolk, VA 23508

Jason Snook, PhD, Vice President
CapTech Ventures, Inc.
Board Term: 2017-2022
1003 Catherine Street, Richmond, VA 23220

Jack Horn, Secretary
Martin Horn, Inc.
Board Term: 2013-2021
4041 Red Hill Road, Charlottesville, VA 22903

Pam Goggins, Immediate Past President
Microsoft
Board Term: 2015-2021
213 Walsing Dr., Richmond, VA 23229

Nathalia D. Artus
Atlantic Union Bank
Board Term: 2018-2023
3503 Edgewood Ave., Richmond, VA 23222

Curtis Carter
Thalhimer
Board Term: 2019-2024
7712 Dartmoor Rd., Richmond, VA 23229

Keith Conley
Veteran, U.S. Navy
Board Term: 2013-2021
411 Walnut Street, Green Cove Springs, FL 32043

Andrew Heatwole
Ripley Heatwole Company, Inc.
Board Term: 2018-2023
4305 Alfriends Trail, Virginia Beach, VA 23455

Leslee Oliver
VHB
Board Term: 2021-2026
1719 Elmsmere Ave, Richmond, VA 23227

Sharon Patrick
Enterprise Holdings
Board Term: 2020-2025
5253 Indian River Rd., Virginia Beach, VA 23464

Sharon Payne
Virginia Wesleyan University
Board Term: 2018-2023
1722 Honorary Court, Virginia Beach, VA 23454

Kathy Robertson
Community Volunteer
Board Term: 2020-2025
112 N. Auburn Avenue, Richmond, VA 23221

Andrew Sherrod
Hirschler
Board Term: 2019-2024
311 Lexington Road, Richmond, VA 23226

George Stroud
Community Volunteer
Board Term: 2021-2026
5432 Tidewater Drive Apt C109, Norfolk, VA 23509

4. Virginia and Community Activity

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)?

For over 30 years, Virginia Supportive Housing (VSH) has been developing and providing permanent, affordable housing and comprehensive supportive services for homeless and low-income individuals throughout the Commonwealth of Virginia. Virginia Supportive Housing opened New Clay House, its first permanent supportive housing development in 1992 in the City of Richmond. VSH developed The Crossings at Fourth and Preston, its first permanent supportive housing development in Charlottesville, in 2012. The Crossings is home to 60 formerly homeless and low-income individuals from Charlottesville and Albemarle, the same population that Premier Circle PSH will serve. VSH has operated, managed, and provided supportive services at The Crossings since 2012.

ARTICLES OF INCORPORATION

OF

S.R.O. HOUSING OF RICHMOND

The undersigned hereby form a non-stock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia and to that end set forth the following:

ARTICLE I

The name of the corporation is S.R.O. HOUSING OF RICHMOND.

ARTICLE II

The purposes for which this corporation is formed are exclusively charitable, scientific and educational and consist of the following:

A. The specific and primary purposes are:

1. To raise the economic, educational and social levels of underprivileged residents of the Richmond, Virginia metropolitan area by providing affordable single room occupancy and low-cost housing within the Richmond metropolitan area and promote community-wide interest and concern for the problems of such residents;
2. To expand the opportunities available to said residents and groups to own, manage, and operate business enterprises by furthering the development of locally-owned or -operated business enterprises in economically underprivileged or depressed areas; to assist said residents and groups in developing entrepreneurial and management skills necessary for the successful operation of business enterprises; to provide

financial support for the successful operation of business enterprise by said residents and groups and to assist said residents and groups in obtaining such financial support from other sources;

3. To expand the opportunities available to said residents and groups to obtain adequate low-cost housing accommodations;

4. To aid, support and assist by gifts, contributions or otherwise, other corporations, community chests, funds and foundations organized and operated exclusively for charitable, religious, scientific, literary or educational purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation;

5. To do any and all lawful activities which may be necessary, useful or desirable for the furtherance, accomplishment, fostering or attainment of the foregoing purposes, either directly or indirectly, and either alone or in conjunction or cooperation with others, whether such others be persons or organizations of any kind or nature, such as corporations, firms, associations, trusts, institutions, foundations or governmental bureaus, departments or agencies.

B. In furtherance, but not in limitation, of the foregoing charitable, educational and scientific purposes, the Corporation shall have the following powers:

1. To solicit, collect and receive money and other assets, and to administer funds and contributions received by grant, gift, deed, bequest or devise, and otherwise to acquire money, securities, property, rights and services of every kind and description, and to hold, invest, expend, contribute, use, sell or otherwise dispose of any money, securities, property, rights or services so acquired for the purposes above mentioned;

2. To borrow money and to make, accept, endorse, execute and issue bonds, debentures, promissory notes, and other corporate obligations, for moneys borrowed, or in payment for property acquired or for any of the purposes of the corporation, and to secure payment of any such obligation by mortgage, pledge, deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of or agreement in regard to all or any part of the property, rights or privileges of the corporation;

3. To invest and reinvest its funds in such mortgages, bonds, notes, debentures, shares of preferred and common stock, and any other securities of any kind whatsoever, and property, real, personal or mixed, tangible or intangible, all as the Corporation's Board of Directors shall deem advisable and as may be permitted by law;

4. To provide advice, support, credit, funds, capital, gifts and all other lawful forms of assistance, financial and otherwise, to or for use in business enterprises owned, or destined to be owned, by said residents and groups;

5. To furnish management, administrative and other business advice, support, training and technical assistance to said residents and groups in order to enable them to develop necessary skills successfully to operate business ventures;

6. To conduct educational and other efforts to eliminate prejudice and discrimination in the business and financial communities and to foster the establishment of sound and constructive relationships between the business and financial communities and said residents and groups;

7. To conduct educational activities designed to provide instruction or training of said residents and groups for the purpose of improving or developing their capabilities, language and job skills, and the instruction of the public on subjects useful to said residents and groups and beneficial to the community as a whole;

8. To engage in housing production and related activities in order to improve the living conditions of said residents;

9. To engage in any and all other activities which will directly or indirectly improve the welfare and economic conditions of said residents and groups; and

10. To exercise all other rights and powers conferred upon non-stock corporations formed under the laws of the State of Virginia, provided, however, that the Corporation shall not engage in any activities or exercise any powers, including those specifically mentioned herein, that are not in furtherance of the

specific and primary charitable, education and scientific purposes of the corporation.

C. All of the foregoing purposes and powers shall be exercised exclusively for charitable, scientific and educational purposes in such manner that the Corporation shall qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 and applicable state tax law provisions, as they are currently and shall hereafter be in force and effect.

ARTICLE III

Further, the corporation is formed to receive and maintain a fund or funds of real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for charitable, religious, scientific, literary, or educational purposes either directly or by contributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (herein called the "Code") and its Regulations as they now exist or as they may hereafter be amended.

No part of the assets or net earnings of the corporation shall inure to the benefit of, or be distributable to, any member, 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 affecting one or more of its purposes and benefits may be conferred that are in conformity with said purposes), nor shall any private individual

be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Code and its Regulations as they now exist or as they may hereafter be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of the Code and Regulations as they now exist or as they may hereafter be amended.

Upon dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purpose of the corporation in such manner, or to such organizations organized and operated exclusively for charitable, educational or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), as the Board of Directors upon

majority vote shall determine. Any of such assets not so disposed of shall be disposed of by any court of record with general equity jurisdiction in the city or county in Virginia where the registered office of the corporation is located, exclusively for such purposes or to such organization or organizations, as such court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE IV

The affairs of the corporation shall be managed by the Board of Directors. Directors need not be residents of the State of Virginia or members of the corporation. The number of initial Directors shall be four (4), and shall, in no event, be less than four (4), but otherwise shall be the number fixed by the Bylaws.

ARTICLE V

The corporation shall have no authority to issue stock. Except as may otherwise be provided by the Bylaws, members shall have full voting rights in all corporate matters.

ARTICLE VI

The initial Board of Directors and such persons as are from time to time accepted into membership by the Board of Directors, in accordance with the membership requirements set forth in the Bylaws, shall constitute the members of the corporation. Pursuant to procedures set forth in the Bylaws, the members shall at Annual Meetings elect directors to serve until their successors are elected and qualify. The first Annual Meeting of members shall be held on the first Monday in October, 1988.

Annual Meetings thereafter shall be held on the first Monday in October of each year, or as otherwise fixed by the Bylaws.

ARTICLE VII

The initial Bylaws of the corporation shall be adopted by the Board of Directors and the Board of Directors shall have the power to alter, amend or repeal the same or adopt new Bylaws.

ARTICLE VIII

The post office address of the initial registered office is 100 Shockoe Slip, Richmond, Virginia 23219. The name of the city in which the initial registered office is located is Richmond. The name of its registered agent is Christopher M. Malone, who is a resident of Virginia, a member of the Virginia State Bar, and whose office address is the same as the registered office.

ARTICLE IX

The initial Board of Directors shall consist of four (4) directors. The name and address of each of the persons who are to serve as the initial directors are as follows:

Leslie Herdegen
2904 Third Avenue
Richmond, Virginia 23222

Karl Bren
205 North 4th Street
Richmond, Virginia 23219

Susanna Capers
7825 Cherokee Road
Richmond, Virginia 23225

Angelo Rose
P.O. Box 25604
Richmond, Virginia 23260

ARTICLE X

The Corporation may indemnify, including indemnity with respect to a proceeding by or in the right of the Corporation, and may make additional provision for advances and reimbursement of expenses to, any person who is a current or former director,

officer, employee or agent of the Corporation, or any other entity if serving in such capacity on behalf of the Corporation, to the full extent as provided by law, with respect to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative, arising out of or relating to the services provided by any such person to the Corporation.

Dated: 1/5/88

Christopher M. Malone
Christopher M. Malone, Incorporator

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION OF
S.R.O. HOUSING OF RICHMOND

1. The name of the corporation is S.R.O. Housing of Richmond (the "Company").
2. The Company's Articles of Incorporation are hereby amended to change the name of the Company by deleting Article I thereof in its entirety and by substituting the following in lieu thereof:

"ARTICLE I

The name of the Company is Virginia Supportive Housing."

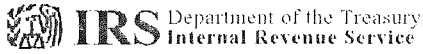
3. The amendment to Article I of the Company's Articles of Incorporation was adopted by at least two-thirds of the Board of Directors of the Company at a meeting on March 25, 1999. Pursuant to Article III of the Bylaws of the Company, the Company does not have any members; therefore, member action was not required.

4. These Articles of Amendment shall be effective as of November 1, 1999.

IN WITNESS WHEREOF, said S.R.O. Housing of Richmond has caused these Articles of Amendment to be signed by its authorized officer, this 1st day of November, 1999.

S.R.O. HOUSING OF RICHMOND

By: Betsy S. Bighinatti
Name: Betsy S. Bighinatti
Title: President



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248464840
Dec. 03, 2009 LTR 4168C E0
54-1444564 000000 00
00017800
BODC: TE

VIRGINIA SUPPORTIVE HOUSING
1010 N THOMPSON
RICHMOND VA 23230

Employer Identification Number: 54-1444564
Person to Contact: Mrs. Dudley
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 23, 2009, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in JULY 1988.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

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

Beginning with the organization's sixth taxable year and all succeeding years, it must meet one of the public support tests under section 170(b)(1)(A)(vi) or section 509(a)(2) as reported on Schedule A of the Form 990. If your organization does not meet the public support test for two consecutive years, it is required to file Form 990-PF, Return of Private Foundation, for the second tax year that the organization failed to meet the support test and will be reclassified as a private foundation.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

15000



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

015000.631534.0081.002 1 AB 0.360 532



VIRGINIA SUPPORTIVE HOUSING
1010 N THOMPSON
RICHMOND VA 23230

015000

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

Use for payments

BODCD-TE

0248464840

Letter Number: LTR4168C
Letter Date : 2009-12-03
Tax Period : 000000



541444564

INTERNAL REVENUE SERVICE
P.O. Box 2508
Cincinnati OH 45201

VIRGINIA SUPPORTIVE HOUSING
1010 N THOMPSON
RICHMOND VA 23230



541444564 UP VIRG 00 2 000000 670 000000000000

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That VIRGINIA SUPPORTIVE HOUSING is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on January 14, 1988;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 3, 2021

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

Bernard J. Logan, Clerk of the Commission

J

Relocation Plan
Including Unit
Delivery Schedule
(MANDATORY, if tenants are displaced)

Not Applicable

K

Documentation of
Development Location

K.1

Revitalization Area
Certification

RESOLUTION

WHEREAS, the County of Albemarle is committed to ensuring that safe, decent, affordable, and accessible housing is available for all residents; and

WHEREAS, the County of Albemarle is committed to engaging actively in redevelopment and revitalization in the County's Development Areas; and

WHEREAS, the Virginia Supportive Housing proposes to construct 80 units of permanent supportive housing for homeless individuals on the site of the Red Carpet Inn located on Premier Circle (Tax Map Parcel 061M0-00-00-00600) utilizing Low Income Housing Tax Credit (LIHTC) financing; and

WHEREAS, pursuant to Virginia Code § 36-55:30.2(A), Virginia Housing may provide LIHTC financing for projects enhancing economically mixed communities located within Revitalization Areas.

NOW, THEREFORE, BE IT RESOLVED that the Albemarle County Board of Supervisors hereby certifies that the above-referenced development is located in a Revitalization Area in the County of Albemarle, Virginia, and that the project is located in area such that the industrial, commercial, or other economic development of such area will benefit the 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

BE IT FURTHER RESOLVED that the Albemarle County Board of Supervisors has determined 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 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.

I, Claudette K. Borgersen, do hereby certify that the foregoing writing is a true, correct copy of a Resolution duly adopted by the Board of Supervisors of the County of Albemarle, Virginia by a vote of six to zero, as recorded below, at a meeting held on March 17, 2021.


Clerk, Board of County Supervisors

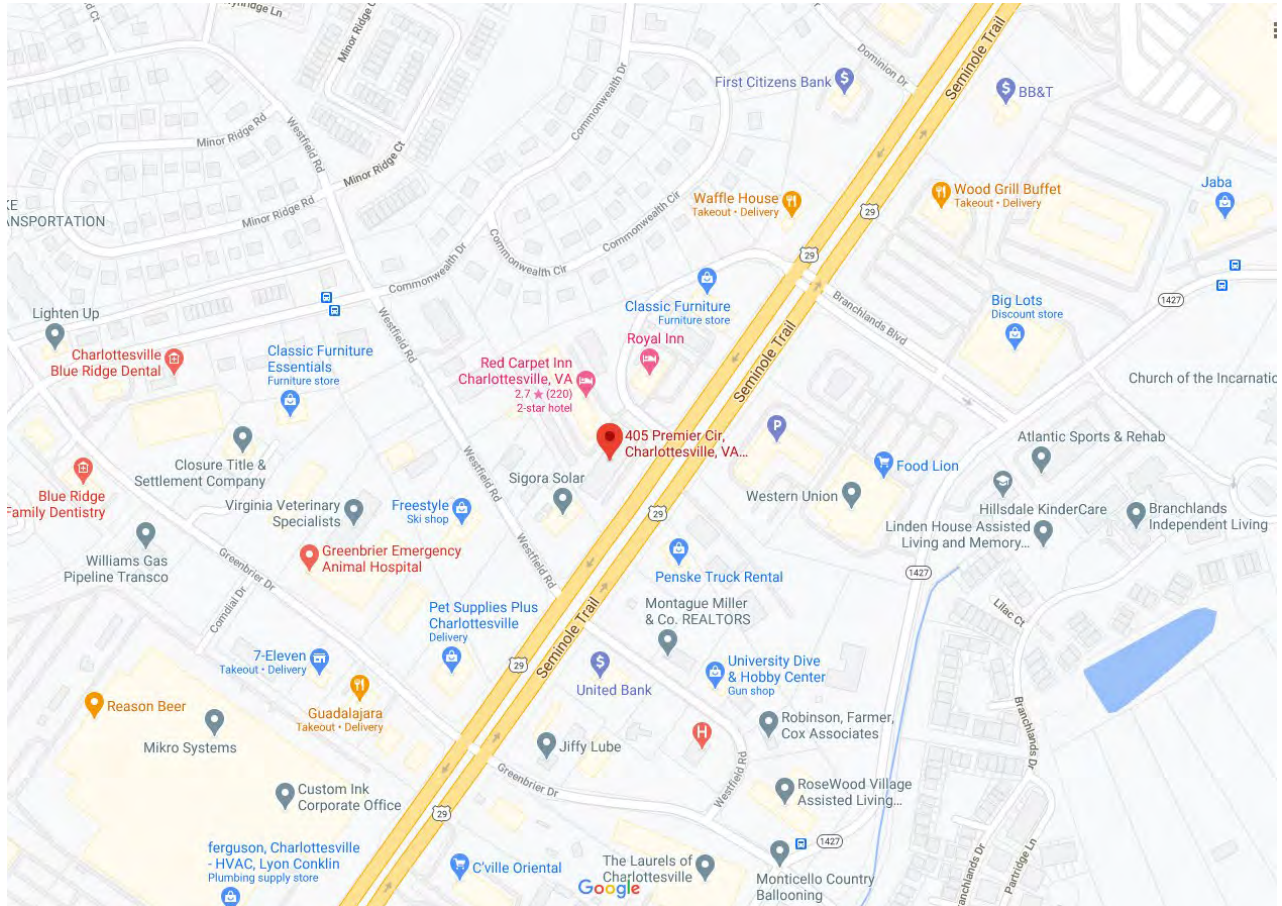
	<u>Aye</u>	<u>Nay</u>
Mr. Gallaway	<u>Y</u>	___
Ms. LaPisto-Kirtley	<u>Y</u>	___
Ms. Mallek	<u>Y</u>	___
Ms. McKeel	<u>Y</u>	___
Ms. Palmer	<u>Y</u>	___
Ms. Price	<u>Y</u>	___

K.2

Location Map

Location Map:

Premier Circle PSH
405 Premier Circle
Albemarle, VA 22901



LIHTC Reference Map 2021

The screenshot shows a web browser window with the following elements:

- Browser Tabs:** "Virginia Housing" and "LIHTC Reference Map 2021".
- Address Bar:** "vhda.maps.arcgis.com/apps/webappviewer/index.html?id=3e69e44ac39547f4bdccbd1573a83357".
- Search Bar:** "405 premier circle, charlotte X". Below it, it says "Show search results for 405 pr...".
- Map:** A satellite-style map showing residential buildings and streets. A red location pin is placed on a building. A popup window is open over this pin.
- Map Labels:** "WESTFIELD RD", "COMMONWEALTH DR", "PREMIER CIR", "BRANCHLAND'S BLVD", "HILSDALE DR", "LILAC CT", "GREENBRIER DR", "HEMSON CT".
- Popup Window:**
 - Census Tract**
 - Census Tract Information**
 - The address entered is situated in Census Tract 107 in Albemarle County.
 - Is this address eligible for (only one may apply):
 - Points associated with being in a tract with less than 12% poverty? Yes
 - Points associated with being in a tract with less than 10% poverty? No
 - Points associated with being in a tract with less than 3% poverty? No
 - The tract's poverty is 11.4%
 - This location falls within Northwest/North Central VA geographic pool. It is also subject to current square footage cost limits of \$238 for new construction or [Zoom to](#)
- Map Controls:** A vertical toolbar on the left with zoom in (+), zoom out (-), home, and refresh icons.
- Scale Bar:** "200ft" and coordinates "-78.483 38.072 Degrees".
- Footer:** "County of Albemarle, VITA, West Virginia GIS, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA" and "esri" logo.
- System Tray:** Windows taskbar at the bottom with icons for search, task view, and various applications. The system clock shows "9:53 AM 3/17/2021".

K.3

Surveyor's Certification of
Proximity to Public
Transportation



608 Preston Avenue
Suite 200
Charlottesville, VA 22903

P 434.295.5624
F 434.295.1800
www.timmons.com

Surveyor's Certification of Proximity to Transportation

DATE: March 1, 2021

TO: Virginia Housing Development
Authority 601 South Belvidere Street
Richmond, VA 23220-6500

RE: 2021 Tax Credit Reservation Request
Name of Development: Premier Circle PSH
Name of Owner: Premier Circle PSH, LLC

Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low-Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Timmons Group

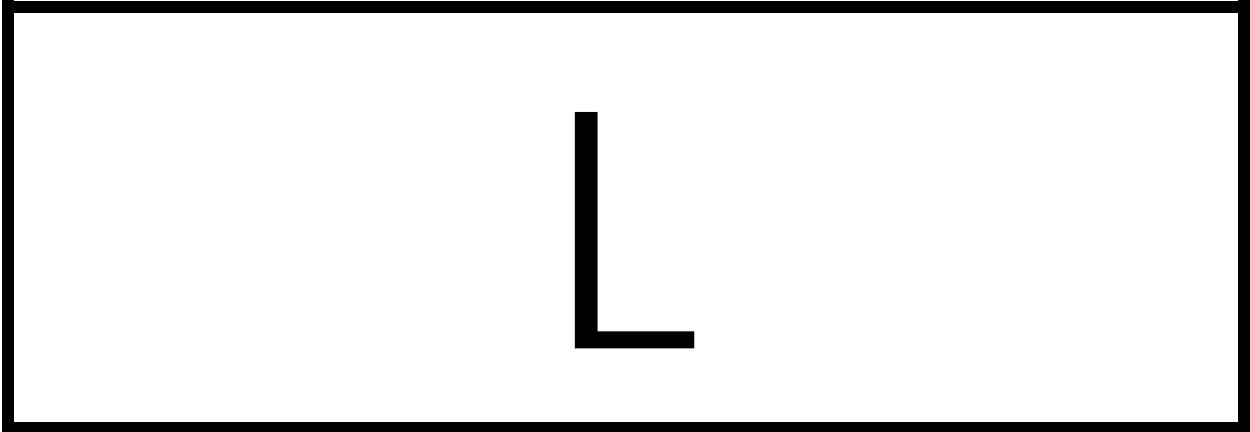
Firm Name

By:
It's:

A handwritten signature in blue ink that reads "Craig Kohl".

Project Manager

Title



PHA/Section 8 Notification
Letter



PHA or Section 8 Notification Letter

Development Name: _____
Tracking #: _____

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 100% 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 the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

DATE:

TO:

RE: PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: _____

Name of Owner: _____

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on _8/10/2024_____ (date).

The following is a brief description of the proposed development:

Development Address:

Proposed Improvements:

New Constr.: _____ # units _____ # Bldgs
 Adaptive Reuse: _____ # units _____ # Bldgs
 Rehabilitation: _____ # units _____ # Bldgs

Proposed Rents:

Efficiencies: \$ _____ / month
 1 Bedroom Units: \$ _____ / month
 2 Bedroom Units: \$ _____ / month
 3 Bedroom Units: \$ _____ / month
 4 Bedroom Units: \$ _____ / month

Other Descriptive Information:

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 (____)____-____.


Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name

Title

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By:  _____

Printed Name: _____

Title: _____

Phone: _____

Date: _____

M

Locality CEO Response
Letter

No Response

N

Homeownership Plan

Not Applicable

O

Plan of Development Certification Letter

Not Applicable

P

Copies of 8609s to
Certify Developer
Experience and
Partnership agreements

Virginia Housing Experienced LIHTC Developers

Notes:

Updated:

3/10/2021

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.	30 Fitch, Hollis M.	58 Melton, Melvin B.
2 Arista, Roberto	31 Fore, Richard L.	59 Midura, Ronald J.
3 Asarch, Chad	32 Franklin, Wendell C.	60 Mirmelstein, George
4 Ayd, Tom	33 Friedman, Mitchell M.	61 Nelson, IV, John M.
5 Barnhart, Richard K.	34 Gardner, Mark E.	62 Orth, Kevin
6 Baron, Richard	35 Gunderman, Timothy L.	63 Page, David
7 Bennett, Vincent R.	36 Haskins, Robert G.	64 Parent, Brian
8 Burns, Laura P.	37 Heatwole, F. Andrew	65 Park, Richard A.
9 Chapman, Tim	38 Honeycutt, Thomas W.	66 Park, William N.
10 Cohen, Howard Earl	39 Hunt, Michael C.	67 Pasquesi, R.J.
11 Connelly, T. Kevin	40 Iglesias, Adrian	68 Pedigo, Gerald K.
12 Connors, Cathy	41 Jaeger, Jeffrey	69 Poulin, Brian M.
13 Copeland, M. Scott	42 Jester, M. David	70 Queener, Brad
14 Copeland, Robert O.	43 Johnston, Thomas M.	71 Rappin, Steve
15 Copeland, Todd A.	44 Jones Kirkland, Janice	72 Ripley, F. Scott
16 Cordingley, Bruce A.	45 Kirkland, Milton L.	73 Ripley, Ronald C.
17 Counselman, Richard	46 Kittle, Jeffery L.	74 Ross, Stephen M.
18 Crosland, Jr., John	47 Koogler, David M.	75 Salazar, Tony
19 Curtis, Lawrence H.	48 Koogler, David Mark	76 Sari, Lisa A.
20 Daigle, Marc	49 Lancaster, Dale	77 Sciortino, Richard
21 Dambly, Mark H.	50 Lawson, Phillip O.	78 Sinito, Frank T.
22 Deutch, David O.	51 Lawson, Steve	79 Stockmaster, Adam J.
23 Dischinger, Chris	52 Leon, Miles B.	80 Stoffregen, Phillip J.
24 Douglas, David D.	53 Lewis, David R.	81 Surber, Jen
25 Edmondson, Jim	54 Levitt, Michael	82 Taft Sr., Thomas F.
26 Edson, Rick	55 Margolis, Robert B.	83 Valey, Ernst
27 Eichler, Moshe	56 McCormack, Kevin	84 Uram, David
28 Ellis, Gary D.	57 McNamara, Michael L.	85 Wilson, Stephen
29 Fekas, William L.		86 Woda, Jeffrey J.
		87 Wohl, Michael D.
		88 Wolfson, III, Louis

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 LEDIC Realty Company, LLC
- 16 Newport News RHA
- 17 NHT Communities
- 18 Norfolk Redevelopment Housing Authority
- 19 People Incorporated
- 20 Piedmont Housing Alliance
- 21 Preserving US, Inc.
- 22 Portsmouth RHA
- 23 RHA/Housing, Inc.
- 24 Rush Homes
- 25 The Community Builders
- 26 Virginia Supportive Housing
- 27 Virginia United Methodist Housing Development Corporation
- 28 Wesley Housing Development Corporation

Q

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



Albemarle County Office of Housing

1600 5th Street, Suite B
Charlottesville, VA 22902
Phone: (434) 972-4011, ext. 3407
Fax: (434) 293-0281



Virginia Supportive Housing
Attn: Allison Bogdanovic, Executive Director
8002 Discovery Drive, Suite 201
Richmond, VA 23229
Abogdanovic@virginiassupportivehousing.org

March 15, 2021

Dear Ms. Bogdanovic:

Thank you for responding to the Albemarle County Office of Housing ("ACOH") Request for Proposal No. 2020-01045-44 for Project Based Vouchers ("PBVs") issued on December 4, 2020, pursuant to the Housing and Urban Development (HUD) PBV Program.

In response to your proposal, I am pleased to inform you that you have been awarded twenty-two (22) PBVs for Premier Circle PSH located at 405 Premier Circle, Charlottesville, Virginia 22901. The term of the PBVs will be for 15 years, subject to the execution of an Agreement to Enter into a Housing Assistance Payments (AHAP) Contract and a Housing Assistance Payments (HAP) Contract.

This commitment is in effect from March 15, 2021 to December 31, 2023, subject to your satisfactory compliance with the terms and conditions of that certain Memorandum of Understanding by and between ACOH and Virginia Supportive Housing dated March 15, 2021.

Again, congratulations on receiving this commitment. We look forward to working with you.

Sincerely,

Albemarle County Office of Housing

By: Phyllis Savides Date: 3-17-21
Name: Phyllis Savides
Title: Executive Director



MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) is entered into by and between:

- Albemarle County Office of Housing (ACOH) – a Public Housing Agency authorized to offer developers admittance to the Housing and Urban Development (HUD) Project-Based Voucher (PBV) Program
- Virginia Supportive Housing (VSH) – developer seeking admittance to the PBV Program

collectively known as the “Parties”

A. Purpose.

ACOH intends to grant PBV program admittance to VSH for Premier Circle PSH. Contingent on VSH’s PBV program admittance, ACOH intends to project-base twenty-two (22) vouchers at Premier Circle PSH.

This MOU demonstrates ACOH’s intent to offer PBV program admittance to VSH, contingent on the “Roles and Responsibilities” outlined below. Additional agreements, including the Agreement to Enter into a Housing Assistance Payments (AHAP) and Housing Assistance Payments (HAP) contracts will be signed at a future date.

B. Roles and Responsibilities.

VSH agrees to:

- Undergo a Subsidy Layering Review
- Undergo an Environmental Review

ACOH agrees to:

- Cooperatively work with Virginia Supportive Housing on Subsidy Layering and Environmental Review processes

C. Reporting Requirements

VSH will inform ACOH as to the status of the upcoming Low-Income Housing Tax Credit (LIHTC) application and any other developments that may impact this MOU, any future agreements between the parties, and project feasibility.

D. Timeframe.

VSH and ACOH will work on the Environmental Review and Subsidy Layering review after LIHTC approval and before signing an AHAP.

The MOU will commence on March 13, 2021 and will dissolve upon entrance into the AHAP or if VSH notifies ACOH that the project is no longer feasible.

E. Record-Keeping.

Both ACOH and VSH will retain executed copies of this agreement for a period of three (3) years from date of execution.

The Memorandum of Understanding, together with the commitment letter from ACOH to VSH, stands as the complete agreement between Albemarle County Office of Housing and Virginia Supportive Housing for Premier Circle PSH and may be amended only by written agreement signed by each of the parties involved.

Albemarle County Office of Housing

Authorized Official: Phyllis Savides Date: 3-17-21

Printed Name: Phyllis Savides, Executive Director

Address: 1600 5th St. Extended, Suite B, Charlottesville, VA 22902

Telephone: (434) 972-4011

Email: pholbrook@albemarle.org

Virginia Supportive Housing

Authorized Official: Allison Bogdanovic Date: March 17, 2021

Printed Name: Allison Bogdanovic, Executive Director

Address: P.O. Box 8585, Richmond Virginia 23226

Telephone: 804-836-1052

Email: abogdanovic@virginiassupportivehousing.org

R

Documentation of
Operating Budget
and Utility Allowance

Documentation of Operating Budget

The proposed operating budget for Premier Circle PSH was based on the current operating budget for Church Street Station Studios, an 80-unit permanent supportive housing development of similar size and acreage in Norfolk. Expenses in the operating budget reflect projected 2024 operating costs. A breakdown of the miscellaneous budget categories are included below.

Miscellaneous Administrative Costs:

Resident Activities	\$1,200.00
IT Contract	\$7,260.00
Computer Software	\$1,480.00
Office Equipment Leasing	\$4,884.00
Internet	\$2,880.00
Cable	\$864.00
Partnership Management Fee	\$11,450.00

Miscellaneous Operating Costs:

Vehicle	\$840.00
Appliances	\$780.00
Fire Alarm Suppression	\$6,600.00
Security Maintenance and Repairs	\$408.00
FF&E	\$2,616.00
Membership Dues	\$600.00
Meals/ Entertainment/ Travel Expenses	\$1,500.00
Staff Mileage	\$2,400.00
Conferences/ Employee Training/ Development	\$2,484.00
Misc. Operating & Maintenance Expenses	\$420.00

S

Supportive Housing
Certification

Virginia Housing Permanent Supportive Housing Services Certification

Permanent Supportive Housing is housing consisting of units designated for individuals or families that are homeless, at-risk of homelessness or who have multiple barriers to independent living.

Best practices are described by the U.S. Department of Health and Human Services:
<http://store.samhsa.gov/shin/content/SMA10-4510/SMA10-4510-06-BuildingYourProgram-PSH.pdf>

For consideration, provide **all** of the following:

1. Attach a list of developments for which you've provided permanent supportive housing services. Describe the types of services that were provided.
2. A signed copy of an MOU with a local service provider agency(ies). If no MOU exists, the service provider must sign this certification. If neither is available, provide an explanation for the lack of demonstrated partnership and describe how the property will receive referrals and from whom the residents will receive services.

3. Describe your target population(s).

Homeless Individuals	
Low-Income Individuals	

4. List the types of supportive services to be offered.

Case Management	Community Engagement and Social Support
Housing Stabilization	Employment, Education, and Vocational Support
Independent Living Skills	Transition Planning

5. Who will be providing supportive services?

Virginia Supportive Housing	

6. What percentage of the total number of units will be marketed to and held available for tenants in need of supportive services?

100 %

In addition, I/we certify the following:

Services

Tenant choice. Supportive housing tenants will have choices in what support services they receive (i.e., not a limited menu of services). Individual Support Plans will reflect tenant-defined needs and preferences. As supportive service tenants' needs change over time, tenants can receive more or less intensive support services.

Assertive outreach and engagement. The service team will use a variety of outreach and engagement techniques to bring tenants into helping relationships.

Case management. Case managers will serve as the bridge between tenants and the supports that help them achieve stability and long-term tenancy.

Recovery supports. Services will include at least one of the following:

- Mainstream supports, e.g., income supports from public benefits programs, healthcare from hospitals and clinics and employment help from vocational agencies
- Specialized supports, e.g., life skills training, budgeting, medication management and behavioral health treatment
- Natural supports, e.g., connections with peers, family, community and faith communities

Housing

Tenant choice. Supportive housing tenants will be able to choose where they want to live. Tenants cannot be evicted from their housing for rejecting services.

Access. Supportive housing units will be available to people who are experiencing homelessness, are precariously housed and/or who have multiple barriers to housing stability, including disabilities and substance abuse.

Quality. Supportive housing units will be similar to other units in the project.

Integration. Supportive housing tenants with disabilities will have a right to receive housing and supportive services in the most integrated settings available, including in buildings that include neighbors who do not have disabilities and where there is access to an array of community services and resources used by people with and without disabilities.

Rights of tenancy. Supportive housing tenant leases or subleases will confer full rights of tenancy, including limitations on landlords' entry into the property and the right to challenge eviction in landlord-tenant court. Tenants can remain in their homes as long as the basic requirements of tenancy are met—paying the rent, not interfering with other tenants' use of their homes, not causing property damage, etc. House rules, if any, are similar to those found in other housing.

Affordability. Supportive housing tenants should pay no more than 30% of their incomes toward rent and basic utilities.

Coordination between housing and services. Property managers and support service staff will stay in regular communication and coordinate their efforts to help prevent evictions and to ensure tenants facing eviction have access to necessary services and supports.

Delineated roles. There will be a functional separation of roles, with the housing elements (rent collection, property maintenance, enforcement of responsibilities of tenancy) carried out by different staff than those providing services (case management, mental health treatment, wraparound services).

The undersigned Owner certifies that each of the above statements is true and correct.

I/We agree that the commitment to provide supportive housing will remain in place throughout the Compliance Period (as described in the Extended Use Agreement).

March 15, 2021

Date

Allison Bogdanovic

Owner/Applicant

By: Allison Bogdanovic

Its: Executive Director

Title

Allison Bogdanovic

Service Provider

By: Allison Bogdanovic

Its: Executive Director

Title

Virginia Supportive Housing

VHDA Permanent Supportive Housing Services Certification

Developments where Virginia Supportive Housing provides Permanent Supportive Housing Services:

<u>Name</u>	<u>Location</u>	<u>Units</u>	<u>Services Offered</u>
New Clay House II	Richmond	80	*See below
Gosnold Apartments	Norfolk	60	*See below
Cloverleaf Apartments	Virginia Beach	60	*See below
South Bay Apartments	Portsmouth	60	*See below
Studios at South Richmond	Richmond	60	*See below
The Crossings at Fourth and Preston	Charlottesville	60	*See below
Heron's Landing	Chesapeake	60	*See below
Crescent Square	Virginia Beach	80	*See below
Church Street Station Studios	Norfolk	80	*See below

*Supportive services offered at each property are similar; see the attached description of Virginia Supportive Housing on-site supportive services.



PERMANENT SUPPORTIVE HOUSING

SUPPORTIVE SERVICES PROGRAM DESCRIPTION

On-Site Supportive Services provided by Virginia Supportive Housing (VSH)

Case Management

VSH supportive services staff assist tenants with accessing mainstream community services and resources, monitor the quality and effectiveness of those services, and ensure coordination of care to promote achievement of each individual's personal goals including maintaining housing, securing work or entitlement income, and improving health and mental health conditions. We engage residents who seek services in developing a housing stabilization/care plan that outlines their individual goals and strategies needed to achieve their goals.

Housing Stabilization

Supportive services staff engage residents in activities that promote a consistent and safe housing environment. We offer mediation services with property management staff when required to minimize lease violations and delinquency. We provide move-in support and orientation to new residents. We coordinate with community partners and donors to provide essential household items.

Independent Living Skills

Supportive services staff provide individual and group counseling to help individuals resolve life issues, promote recovery and community integration, and manage mental health symptoms. Skills training is provided to improve individuals' abilities to budget and manage finances, manage medication, secure and maintain employment, and develop positive social supports. Crisis prevention, intervention, and stabilization is provided to individuals experiencing acute distress. Other activities of daily living include navigating public transportation, nutrition and diet, personal hygiene, household cleaning and maintenance, medication management, and interpersonal skills.

Community Engagement and Social Support

Supportive services staff work with our residents to ensure a strong sense of social connectedness in the apartment community as well as with the larger community in which they are located. For example, individuals participate in community meetings, attend civic association meetings and community events, plan and participate in recreational and volunteer activities, and engage in family reunification as appropriate.

Employment, Education, and Vocational Support

Supportive services staff provide assistance with resumes and employment searches. We connect residents with workforce development initiatives that may include, but are not limited to, teaching employable skills, computer classes, returning to school, and GED tutoring.

Transition Planning

Supportive services staff help coordinate transition to other subsidized housing with less intensive services when appropriate. We do this through our move-on program that connects those residents who are ready to transition to a more independent setting without on-site services. We ensure the resident is connected with community providers as their unique needs require and provide a year of follow-up services so that they can continue to be stably housed. In addition, we coordinate external placements for those who can no longer live independently and need a higher level of care, such as an assisted living or nursing facility. Lastly, we offer next of kin services to coordinate burial/memorial services.



3/11/2019

Dear Virginia Supportive Housing,

Congratulations on becoming a CORES certified organization!

The Certified Organization for Resident Engagement & Services (CORES) Certification recognizes owners that have developed a robust commitment, capacity, and competency in providing resident services coordination in affordable rental homes. The CORES Certification is applicable across the entire portfolio and is inclusive of family, senior and supportive housing communities (www.coresonline.org).

The CORES Certification recognizes Virginia Supportive Housing's investment in and development of the tools necessary to implement a robust system of resident services coordination under the Direct Model.

We have provided a version of the CORES logo which recognizes your organization as CORES certified. Please feel free to use this logo on your website or any other promotional materials.

The CORES certification lasts **five years** and will expire on March 11, 2024. We recommend starting the renewal process three months in advance of the certification expiration date.

If you have any further questions, please contact us at cores@sahfnet.org.

Sincerely,

Eileen Fitzgerald
President and CEO
SAHF

T

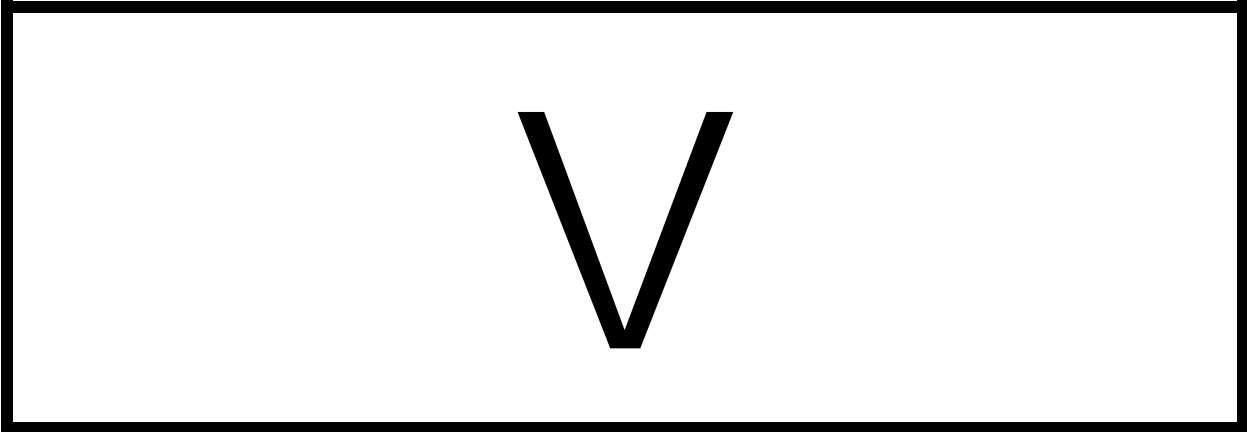
Funding Documentation

Not Applicable

U

Documentation to
Request Exception to
Restriction-Pools with
Little/No Increase in Rent
Burdened Population

Not Applicable



V

Nonprofit or LHA Purchase
Option or Right of First
Refusal

**Prepared By and
Return to:**

**Williams Mullen Center
200 South 10th Street
Suite 1600
Richmond, VA 23219
Attention: Lauren Nowlin**

RIGHT OF FIRST REFUSAL AND PURCHASE OPTION AGREEMENT

This Right of First Refusal and Purchase Option Agreement (the “Agreement”) is effective as of March 15th, 2021, by and between **PREMIER CIRCLE PSH, LLC**, a Virginia limited liability company (the “Company”), and **VIRGINIA SUPPORTIVE HOUSING**, a Virginia nonprofit corporation (“Grantee”).

WHEREAS, Premier Circle Managing Member, LLC, a Virginia limited liability company, the managing member of the Company (“Managing Member”), and Grantee have entered into that Operating Agreement dated as of January 28, 2021 (the “Operating Agreement”), which governs the operations of the Company; and

WHEREAS, the Company was formed for the purpose of acquiring, owning or leasing, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a residential project, including all reserves established therefor, located in the County of Albemarle, Virginia (the “Project”) on the land described on the attached Exhibit A; and

WHEREAS, the Company desires to give, grant, bargain, sell and convey to Grantee, or such other governmental or qualified Section 501(c)(3) organization as may be designed by the Grantee for the Refusal Right (defined below), certain rights to purchase the Project on the terms and subject to the conditions set forth herein.

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

1. Grant of Refusal Right. In the event that the Company determines to sell or receives an offer to purchase the Project, which offer the Company intends to accept, or receives any bona fide third party offer to purchase the Project (the “Offer”), Grantee shall have a right of first refusal to purchase the Project (the “Refusal Right”) for a period of **thirty-six (36) months** (the “Refusal Right Period”) following the receipt of the offer and the close of the Compliance Period, 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 a governmental entity or qualified nonprofit organization, as defined in Section 42(h)(5)(c) of the Code currently and remains such at all times as of (i) the date that the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee, 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 offer to purchase the Project, the Company shall notify Grantee and the Managing Member and deliver to each of them a copy thereof. The Company shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Paragraph 1 hereof.

2. Refusal Right Purchase Price. The purchase price for the Project (the “Refusal Purchase Price”) pursuant to the Refusal Right shall be the lesser of:

- (i) the price in the Offer or the proposed sales price, provided such price is not less than the fair market value of the Project subject to all restrictive covenants or other agreements regarding use of the Project as affordable housing, any such appraisal to be made jointly by two independent appraisers, one selected by the Company and one selected by Grantee. If the appraisers are unable to agree on the fair market value of the Project, they shall jointly appoint a third appraiser. The decision of a majority of such appraisers shall be final and binding. Each party shall pay the cost of its own appraiser and shall evenly divide the cost of the third appraiser, if necessary, or
- (ii) the sum of the principal amount of outstanding indebtedness secured by the Project and all Federal, state and local taxes attributable to such sale. The Refusal Purchase Price shall comply with and be interpreted and calculated consistently with the provisions of Section 42(i)(7)(B) of the Internal Revenue Code. In the absence of formal IRS guidance or legal precedents to the contrary, the phrase “principal amount of outstanding indebtedness” shall exclude any accrued interest owed. In the event that accrued interest is determined to be included in the phrase “principal amount of outstanding indebtedness,” then, in the absence of formal IRS guidance or legal precedent to the contrary, the phrase “other than indebtedness incurred with the 5-year period ending on the Closing Date” shall include any accrued interest incurred in the 5-year period ending on the Closing Date that remains unpaid as of that date. The Company agrees to accept Grantee’s computation of the amount described in this clause (ii) if the method of computation is supported by an opinion of a national or regional law firm with recognized expertise in matters relating to Section 42 of the Code.

3. Exercise of Refusal Right. In the event that Grantee elects to exercise the Refusal Right, it shall give the Company written notice of its intent to exercise the Refusal Right pursuant to Paragraph 8 below (the “Refusal Notice”) and shall specify a date for delivery of the deed not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee’s delivery of the Option Notice. Subject to the prior consent of the relevant lenders, Grantee may pay all or a portion of the Refusal Purchase Price by assuming the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the consent of all relevant lenders to such assumption.

4. Grant of Option to Purchase. The Company hereby grants to Grantee an option (the “Purchase Option”) to purchase the Project for a period of sixty (60) months following the expiration of the Compliance Period, on the terms and conditions and subject to the conditions precedent specified herein.

5. Purchase Option Purchase Price. The purchase price for the Project pursuant to the Purchase Option shall be the greater of the following amounts: (a) the amount set forth in Paragraph 2 above, or (b) the fair market value of the Project, as determined by an appraisal conducted by an experienced appraiser selected by Grantee, using the income capitalization method of valuation, and assuming that the rent restrictions and any other restrictive covenants in effect during the ten-year Credit Period shall remain in effect in perpetuity.

6. Exercise of Option. In the event that Grantee elects to exercise the Purchase Option, it shall give the Company written notice thereof (the "Option Notice") and shall specify a date for delivery of the deed not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee's delivery of the Option Notice. Subject to the prior consent of the relevant lenders, Grantee may pay all or a portion of the Purchase Option Price by assuming the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the consent of all relevant lenders to such assumption.

7. Assignment. Grantee may assign all or any of (1) its Refusal 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 or (2) its Purchase Option rights (each a "Permitted Assignee"). Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Company and the Managing Member. 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 Company and the Managing Member. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

8. Conditions Precedent and Termination. The parties rights and obligations pursuant to this Agreement shall be subject to Company's receipt of an allocation of Low Income Housing Tax Credits from the Virginia Housing Development Authority in connection with the Property and in an amount acceptable to the Company by December 31, 2021. In the event the foregoing condition set forth above is not satisfied within the Compliance Period, the Company shall have the right to terminate this Agreement and its obligation to sell the Property, in which event neither party shall have any further liability or obligation hereunder.

9. Contract and Closing. The Company and Grantee shall enter into a written contract for the purchase and sale of the Project 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. Such contract shall permit sufficient time to apply for the so-called nine percent (9%) tax credits, and if unsuccessful, determine if tax exempt bond financing with four percent (4%) tax credits is feasible during the financial feasibility period and sufficient time to close on such financing or alternative financing in the sole discretion of the Grantee. The following provisions will apply to any sale of the Property (or interest of the Investor Member) pursuant to the Refusal Right or Purchase Option granted hereunder:

- (a) The place for delivery of the deed or other transfer documents will be the land records of the proper local jurisdiction of the Commonwealth of Virginia or such other location as mutually acceptable to the Grantee and the Company.
- (b) In any sale pursuant to this Agreement, the Property will be conveyed in “as is” condition, with all defects, and the Company will have no obligation to make any repairs or improvements in connection with such sale.
- (c) Upon receipt of an Option Notice or Refusal Notice from the Grantee exercising the Purchase Option or Refusal Right, the Company will promptly provide to the Grantee an abstract of title or registered property abstract to the Property, certified to a current date to include, without limitation, proper searches covering bankruptcies, judgments, and state and federal liens. At the closing, the Company will deliver to the Grantee a good and sufficient Special Warranty Deed conveying good and clear record and marketable title to the Property, subject only to those liens and encumbrances set forth on the abstract of title, subject to liens in favor of such lenders whose debt is to be assumed and to such other encumbrances which do not materially interfere with the use of the Property as affordable residential housing. At the closing, the parties will make equitable adjustments for items as are typically adjusted in connection with the transfer of multifamily housing such as the Property.
- (d) Exercise of the Purchase Option or Refusal Right by the Grantee will operate to terminate and extinguish any purchase agreement between the Company and any other party or parties thereto, and such other party or parties will thereupon have no right or interest whatsoever in the Property or any part thereof or in the agreement between the Company and the Grantee formed by the exercise of the Purchase Option or Refusal Right.
- (e) In the event Grantee does not exercise its Refusal Right and the Property is disposed of to a different party or for different consideration or on any different terms from those stated in the Disposition Notice or offer, then any such disposition by the Company will be null and void and the Property will continue to be subject to the Refusal Right and Purchase Option.
- (f) In the event that the Company fails to offer the Property to the Grantee as set forth above in violation of this Agreement, whoever may then hold title will convey the Property forthwith to the Grantee, upon demand, for the same consideration that the Grantee would have had to pay had the offer been properly made. Such demand of the Grantee upon the then title holder will be made within sixty (60) days after receipt by the Grantee of actual notice that a transfer of the Property has been completed. Constructive notice by recording or otherwise will not constitute such actual notice.

10. Miscellaneous.

- (a) The Company agrees to insert reference to this Agreement in any deed, ground lease, or other instrument for conveyance or transfer of the Property, provided, however, that the enforceability of this Agreement will not be affected by a failure to insert a reference to this Agreement in any such deed, ground lease or other instrument.
- (b) In no event will the Refusal Right or Purchase Option or a sale after a purchase pursuant to such Purchase Option or Refusal Right be exercised so as to restrict ownership, use or

occupancy of the Property because of race, creed, color, sex, religion, or national origin or any other basis prohibited by law.

- (c) This Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia and may not be amended other than by an agreement in writing signed by an authorized representative of the party to be charged therewith and recorded with the land records.
- (d) If any of the provisions of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement and its application to other persons or circumstances will not be affected thereby and each of the other provisions of this Agreement will be valid and enforceable to the fullest extent permitted by law.
- (e) The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. This Agreement and the Refusal Right and Purchase Option herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.
- (f) As an alternative to acquiring the Property under the Purchase Option, the Grantee will have the right to elect to acquire the interests of the Investor Members for the amount the Investor Members would receive from a sale of the Property for the purchase price as determined herein (i.e., either the Refusal Purchase Price or the Purchase Option Price, as applicable) and confirmed by an accountant of the Grantee and approved by the Company. Such payments to the Investor Member will be determined pursuant to the Operating Agreement, but with respect to the Refusal Right, such payments will be no less than the price established herein. Notwithstanding anything herein to the contrary, in determining the purchase price of the Property or the interests of the Investor Member, any purchase of the Property or the interests of the Investor Members will not include the value of any cash reserves.

11. Counterparts. This Agreement may be executed in separate counterparts or counterpart signature pages, which together will constitute a single agreement. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.

12. Covenants to Run with the Land. The covenants and agreements set forth herein shall be revised as required so that they may be recorded against and run with the land. The covenants and agreements set forth herein shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

13. Defined Terms. The capitalized terms used in this Agreement shall have the definitions provided for in the Operating Agreement unless otherwise specified herein.

14. Headings. This Agreement's headings are for convenience of reference and are not intended to qualify the meaning of any provision or covenants herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

PREMIER CIRCLE PSH, LLC,
a Virginia limited liability company

By: PREMIER CIRCLE MANAGING MEMBER, LLC,
a Virginia limited liability company,
its Managing Member

By: Virginia Supportive Housing,
a Virginia nonprofit corporation,
its Managing Member

By: Allison Bogdanovic (SEAL)
Name: Allison Bogdanovic
Title: Executive Director

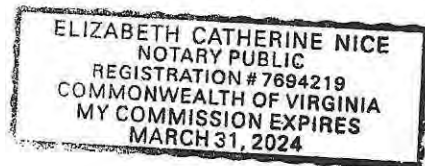
COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Richmond)

TO-WIT:

The foregoing instrument was acknowledged before me this 15 day of March, 2021, by Allison Bogdanovic, as Executive Director of Virginia Supportive Housing, a Virginia nonprofit corporation, the managing member of Premier Circle Managing Member, LLC, a Virginia limited liability company, the managing member of Premier Circle PSH, LLC, a Virginia limited liability company, on behalf of the company.

My Commission Expires: 03/31/24
Registration Number: 7094219

Elizabeth C. Nice
Notary Public



GRANTEE:

VIRGINIA SUPPORTIVE HOUSING,
a Virginia nonprofit corporation

By: Allison Bogdanovic (SEAL)
Name: Allison Bogdanovic
Title: Executive Director

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF Richmond) TO-WIT:

The foregoing instrument was acknowledged before me this 15 day of March, 2021, by Allison Bogdanovic, as Executive Director of Virginia Supportive Housing, a Virginia nonprofit corporation, on behalf of the corporation.

My Commission Expires: 03/31/24
Registration Number: 7694219

Elizabeth C. Nice
Notary Public

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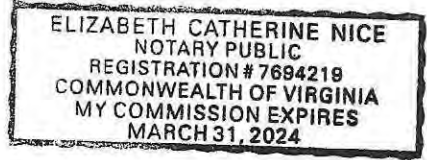


Exhibit A

LEGAL DESCRIPTION OF LARGER TRACT

ALL THOSE CERTAIN LOTS OR PARCELS OF LAND SITUATED IN ALBEMARLE COUNTY ON U.S. ROUTE 29, NORTH OF CHARLOTTESVILLE, VIRGINIA, BEING SHOWN AND DESIGNATED AS LOT 6 AND LOT 7, A PLAT OF WILLIAM S. ROUDABUSH, INC., DATED JANUARY 1, 1980, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY, VIRGINIA IN DEED BOOK 797, PAGE 249.

TOGETHER WITH AND SUBJECT TO THE RIGHTS TO USE THE 50' ACCESS EASEMENT AS INDICATED ON SAID PLAT AND GRANTED BY DEED RECORDED IN DEED BOOK 899, PAGE 333

BEING THE SAME REAL ESTATE CONVEYED TO TIOTA, LTD., A VIRGINIA CORPORATION BY DEED FROM THE ROCHESTER COMMUNITY SAVINGS BANK, A NEW YORK BANKING CORPORATION DATED APRIL 1, 1991, RECORDED APRIL 1, 1991 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE COUNTY, VIRGINIA IN DEED BOOK 1146, PAGE 326.

ALSO DESCRIBED AS:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, WITH IMPROVEMENTS THEREON AND APPURTENANCES THERETO, LYING IN THE COUNTY OF ALBEMARLE, VIRGINIA, CONTAINING 3.749 ACRES, MORE OR LESS, BEING TAX MAP PARCEL 61M-6 AS SHOWN ON A PLAT OF SURVEY ENTITLED "ALTA/NSPS LAND TITLE SURVEY OF 3.749 ACRES FRONTING U.S. ROUTE 29, IN THE COUNTY OF ALBEMARLE, VIRGINIA" BY TIMMONS GROUP DATED JANUARY 28, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD SET ALONG THE NORTH SIDE OF U.S. ROUTE 29, SOUTH BOUND LANE, APPROXIMATELY 55' SOUTHWEST FROM THE CENTERLINE OF PREMIER CIRCLE AT ITS PERPENDICULAR INTERSECTION WITH U.S. ROUTE 29, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH THE NORTH SIDE OF U.S. ROUTE 29, S 35°20'15" W 110.00' TO AN IRON ROD SET;

THENCE CONTINUING WITH THE NORTH LINE OF U.S. ROUTE 29, S 35°21'38" W 188.58' TO AN IRON ROD SET ON THE EAST LINE OF THE 29 GROUP, LLC, TAX MAP PARCEL 61W-1-C-4;

THENCE DEPARTING THE NORTH SIDE OF U.S. ROUTE 29 AND WITH THE 29 GROUP, LLC, N 29°47' 08" W 233.61' TO AN IRON ROD FOUND, A CORNER ALSO TO THE 29 GROUP, LLC, BEING TAX MAP PARCEL 61W-1-C-3;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1--C-3), N 29°47' 08" W 71.52' TO AN IRON ROD FOUND, A CORNER AGAIN TO THE 29 GROUP, LLC, BEING TAX MAP PARCEL 61W-1-C-2;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1-C-2), N 29°47' 08" W 96.82' TO AN IRON ROD FOUND, A CORNER TO THE 29 GROUP, LLC, TAX MAP PARCEL 61W-1-C-6;

THENCE WITH THE 29 GROUP, LLC (TAX MAP PARCEL 61W-1-C-6), N 29°47' 08" W 45.18' TO AN IRON ROD FOUND, A CORNER TO CHALLENGER WAY, LLC, TAX MAP PARCEL 61W-1-C-1;

THENCE WITH CHALLENGER WAY, LLC, N 29°47' 08" W 164.66' TO A CONCRETE MONUMENT FOUND, A CORNER TO LITTLE SISTER, LLC, TAX MAP PARCEL 61W-1-C-5, AND HELEN D. GELLING, TAX MAP PARCEL 61M-1-24;

THENCE WITH GELLING AND BENJAMIN KARL & CARLY ERIN SAMS, TAX MAP PARCEL 61M-1-23, N 65°13' 11" E 184.50' TO AN IRON ROD FOUND, A CORNER TO 106 COMMONWEALTH CIRCLE, LLC, TAX MAP PARCEL 61M-1-22;

THENCE WITH 106 COMMONWEALTH CIRCLE, LLC, N 65°13' 11" E 145.21' TO AN IRON ROD FOUND, A CORNER TO THOMAS M. & PAULA DALY HAUGHEY, TAX MAP PARCEL 61M-1-21;

THENCE WITH HAUGHEY, N 65°13' 11" E 104.87' TO AN IRON ROD FOUND, A CORNER TO CASTULO GAITAN, TAX MAP PARCEL 61M-1-20;

THENCE WITH GAITAN, TAX MAP PARCEL 61M-1-20, N 65°13' 11" E 147.95' TO AN IRON ROD SET ON THE SOUTH LINE OF ANDERSON, ET AL;

THENCE ALONG THE WEST EXTENT OF PREMIER CIRCLE, PARCEL 'X', ALSO BEING A 50' ACCESS EASEMENT, A CURVE TO THE LEFT, HAVING A RADIUS OF 251.10',

A LENGTH OF 182.14', A DELTA ANGLE OF 41° 33' 34", AND WHOSE LONG CHORD BEARS S 44° 26' 23" W A DISTANCE OF 178.17' TO AN IRON ROD SET;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, S 23° 39' 36" W 108.65' TO AN IRON ROD FOUND;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, A CURVE TO THE LEFT, HAVING A RADIUS OF 190.00', A LENGTH OF 259.73', A DELTA ANGLE OF 78° 19' 21", AND WHOSE LONG CHORD BEARS S 15° 30' 05" E A DISTANCE OF 239.97' TO AN IRON ROD SET;

THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, S 54° 39' 45" E 55.00' TO AN IRON ROD SET;

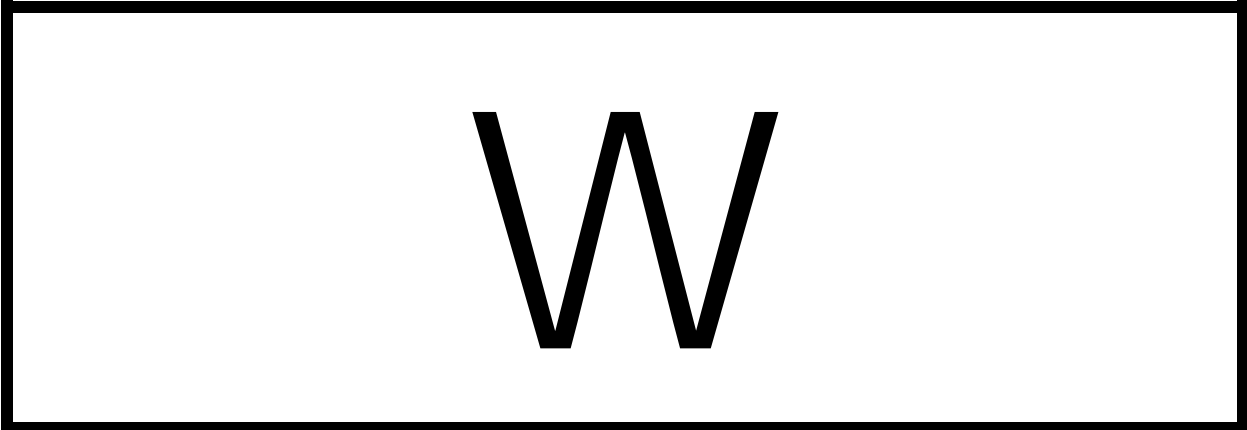
THENCE CONTINUING ALONG THE WEST EXTENT OF PREMIER CIRCLE, A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00', A LENGTH OF 47.12', A DELTA ANGLE OF 90° 00' 00", AND WHOSE LONG CHORD BEARS S 9° 39' 45" E A DISTANCE OF 42.43' TO THE POINT OF BEGINNING;

CONTAINING 3.749 ACRES.

Exhibit B

SKETCH SHOWING APPROXIMATE BOUNDARIES OF LAND

[See attached]



W

Internet Safety Plan and
Resident Information
Form

Resident Wi-Fi Information

Internet Education Information,
Acknowledgement Form, and Internet Security
Plan

Premier Circle PSH
405 Premier Circle
Richmond, VA 23223

RE: Resident Internet Information

Dear Resident,

As a resident of Premier Circle PSH you will be provided with free individual Wi-Fi access within your unit. Please know that while the Wi-Fi provided by Premier Circle PSH will be closely monitored and secured by critical IT solutions there is still a level of risk associated with using Wi-Fi. These risks include, but are not limited to, personal information and data theft, monetary scams, and system security breaches.

Again, while we will work to minimize these risks to the greatest extent feasible there is always a risk to utilizing the internet and we ask residents to exercise caution when visiting websites, downloading materials, or providing their personal information.

Sincerely,

Premier Circle PSH, LLC

Premier Circle PSH: Internet Acknowledgement Form

I, _____, hereby acknowledge that I have received a copy of the Premier Circle PSH "Resident Internet Information" letter and have been informed of any/all internet security policies. I further attest to comply with the internet policies and will follow up with staff if I have any questions regarding the provided materials.

Resident Signature

Unit Number

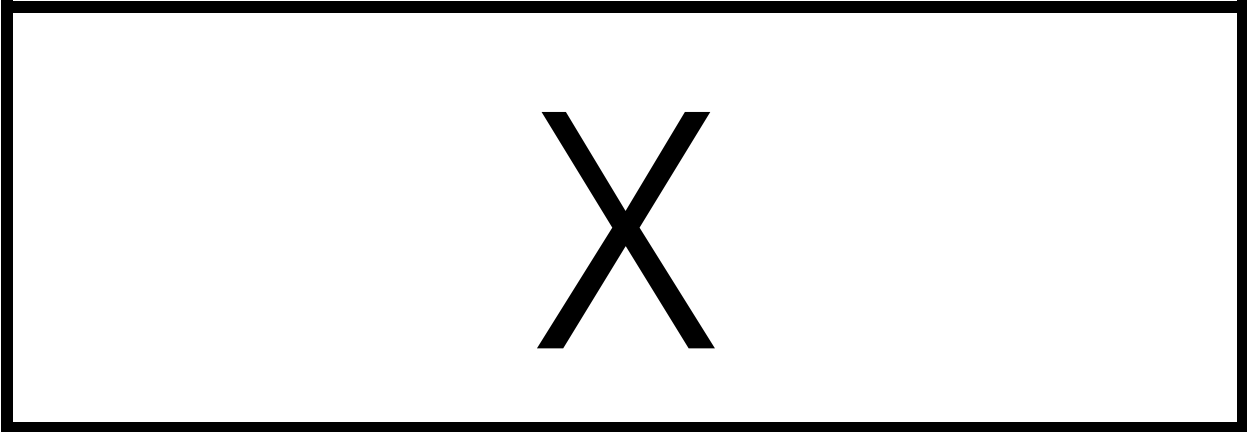
Date

Premier Circle PSH: Internet Security Plan

In order to provide a secure IT environment for residents and staff, Premier Circle PSH will be outfitted with several key IT solutions. These solutions will be continuously monitored and updated by a computer networking company.

The solutions that will be implemented at Premier Circle PSH include:

- Patch Management automation for operating systems and software applications;
- Endpoint Security to identify and prevent known viruses from infecting systems;
- Advanced Email Security beyond spam filtering that specifically targets spear phishing and spoofing;
- DNS Based Secure Internet Gateway for web content analysis, protection, and malware security;
- Cloud Managed Wireless Access Points to allow for identity-based group security policies and network-wide visibility and control; and
- Next Generation Firewalls to provide intrusion prevention and application layer content filtering services that allows traffic shaping and web access to specific devices between employee and resident wireless networks.



X

Marketing Plan

For units meeting accessibility requirements of HUD section

504

Premier Circle PSH
MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS

Premier Circle PSH is an eighty-unit supportive housing apartment community for homeless and low-income individuals from the Charlottesville metropolitan area. Fifteen percent (15%) of the eighty units at Premier Circle PSH will be reserved for individuals with qualifying disabilities as defined by the Fair Housing Act. Virginia Supportive Housing will ensure that these units are actively marketed to people with qualifying disabilities by working with the following outreach partners:

- Region Ten Community Service Board - Marny Bentley, Senior Director of Access and Adult Clinical Services - (434) 972-1869
- Thomas Jefferson Area Coalition for the Homeless - Anthony Haro, Executive Director - (434) 202-4391
- People and Congregations Engaged in Ministry - Liz Nyberg, Guest Advocate/ Case Manager - (434) 465-1391
- Independence Resource Center of Charlottesville – Tom Vandever- (434) 971-9629
- Charlottesville Department of Social Services – Diane Kuknyo- (434) 970-3400
- Albemarle County Department of Social Services – (434) 972-4010

Referrals will be accepted from designated county and city representatives from redevelopment and housing authorities, area homeless and human services providers, major hospitals, communities of faith, community action agencies, and other regional service providers, including home health agencies and nursing homes. Virginia Supportive Housing (VSH) will inform outreach partners of vacancies as units for individuals with disabilities become available. VSH will also work closely with the Albemarle County Office of Housing to review the housing waiting list as voucher-based units become available.

Outreach partners and referring organizations will be given Application Guidelines, as well as brochures about Premier Circle PSH and Virginia Supportive Housing, to provide to homeless and low-income individuals with qualifying disabilities. These Application Guidelines are updated annually as needed and will be distributed to these organizations and service providers as requested.

Premier Circle PSH will be listed on the Virginia Housing Search website at (<http://www.virginiahousingsearch.com>). The property listing will be maintained regularly and updated as needed. In addition to Virginia Housing Search, vacancies for individuals with disabilities will also be marketed in print and/or digital advertisement.

Receiving and Screening Applications

Individuals who are homeless or earning 50% or less of the Area Median Income that have a qualifying disability and are interested in applying for a unit are directed to call Premier Circle PSH to set up a time for a rental screening. The rental screening, which is completed in accordance with the Premier Circle PSH Tenant Selection Plan, is a two-part interview involving Property Management and Supportive Services.

Applicants are required to comply with the following:

- Complete in full and sign an application, prior to their rental screening interview.
- Supply VSH with a current government issued photo ID.
- Sign release forms for Residential Inquiry, Verification of Rental History, Credit Check, and a Criminal History Record Request.

A residential, criminal, and credit history inquiry will be performed for each applicant upon the authorization of the applicant.

Specialists familiar with the target population as defined in the Tenant Selection Plan may be consulted at any time during the screening and selection process. Units meeting the requirements for individuals with disabilities as defined in Section 504 will be held vacant for 60 days during which ongoing marketing must be documented.

Resident Selection

Selection and screening of Residents will be the responsibility of Property Management and Support Services Managers and will be conducted in accordance with the Premier Circle PSH Tenant Selection Plan.

Those selected for residency must meet the HUD income and eligibility requirements. Selected applicants must have the ability to live independently in an apartment. Priority will be given to individuals who have a qualifying disability. Additionally, preference will be given to qualifying applicants having state rental assistance. These applicants will not be subject to more restrictive eligibility requirements or lease terms than those outlined herein or in the Premier Circle PSH Tenant Selection Plan.

Applicants may be rejected for the following reasons:

- Unable to disclose and document social security numbers of all household members, or does not execute a certification stating that no social security numbers have been assigned.
- Has household characteristics that are not appropriate for the specific type of unit available, or has a household of a size not appropriate for the unit size available.
- Actively poses a threat to others as assessed by a mental health professional may be ineligible for admission.
- Does not meet other owner/manager tenant screening criteria as defined in the Tenant Selection Plan and/or the screening criteria of the agency or housing authority providing tenant rental assistance.

Tenant Selection Review

The Tenant Selection Criteria will be regularly reviewed and updated as necessary by staff of Virginia Supportive Housing.

Procedures for Certifying Income and Eligibility

Determining Resident eligibility and certifying and recertifying Resident income will be done by the Albemarle County Office of Housing (ACOH), and VSH using HUD and LIHTC established procedures. All initial and annual recertification information will be transmitted into Virginia Housing's HDS NextGen system. Verification of a Resident's qualifying disability as defined by the Fair Housing Act will be the responsibility of VSH Property Management and/or Supportive Services Staff following the process outlined in the Tenant Selection Plan.

Measures to Protect Confidentiality

VSH will keep Resident files at a secure location. All files will be kept confidential.

Instruction in Laws

All VSH staff members are required to attend Fair Housing training at least annually, as well as training on other applicable laws, such as ADA. All marketing and leasing activities will abide by Federal Fair Housing Law, Civil Rights Law, and the Violence Against Women Act.

Y

Inducement Resolution for Tax Exempt Bonds

Not Applicable