
2024 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than **12:00 PM** Richmond, VA Time On **March 14, 2024**

Tax Exempt Bonds

Applications must be received at Virginia Housing No Later Than 12:00 PM Richmond, VA Time for one of the two available 4% credit rounds- January 25, 2024 or July 18, 2024.



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

INSTRUCTIONS FOR THE VIRGINIA 2024 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 14, 2024**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only via your specific Procorem workcenter.

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729

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Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

TABLE OF CONTENTS

Click on any tab label to be directed to location within the application.

TAB	DESCRIPTION
1. <u>Submission Checklist</u>	Mandatory Items, Tabs and Descriptions
2. <u>Development Information</u>	Development Name and Locality Information
3. <u>Request Info</u>	Credit Request Type
4. <u>Owner Information</u>	Owner Information and Developer Experience
5. <u>Site and Seller Information</u>	Site Control, Identity of Interest and Seller info
6. <u>Team Information</u>	Development Team Contact information
7. <u>Rehabilitation Information</u>	Acquisition Credits and 10-Year Look Back Info
8. <u>Non Profit</u>	Non Profit Involvement, Right of First Refusal
9. <u>Structure</u>	Building Structure and Units Description
10. <u>Utilities</u>	Utility Allowance
	Building Amenities above Minimum Design Requirements
11. <u>Enhancements</u>	
12. <u>Special Housing Needs</u>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <u>Unit Details</u>	Set Aside Selection and Breakdown
14. <u>Budget</u>	Operating Expenses
15. <u>Project Schedule</u>	Actual or Anticipated Development Schedule
16. <u>Hard Costs</u>	Development Budget: Contractor Costs
	Development Budget: Owner's Costs, Developer Fee, Cost Limits
17. <u>Owner's Costs</u>	
18. <u>Eligible Basis</u>	Eligible Basis Calculation
	Construction, Permanent, Grants and Subsidized Funding Sources
19. <u>Sources of Funds</u>	
20. <u>Equity</u>	Equity and Syndication Information
	Credit Reservation Amount Needed
21. <u>Gap Calculation</u>	
21. <u>Cash Flow</u>	Cash Flow Calculation
22. <u>BINs</u>	BIN by BIN Eligible Basis
24. <u>Owner Statement</u>	Owner Certifications
25. <u>Architect's Statement</u>	Architect's agreement with proposed deal
26. <u>Scoresheet</u>	Self Scoresheet Calculation
27. <u>Development Summary</u>	Summary of Key Application Points
28. <u>Efficient Use of Resources (EUR)</u>	Calculates Points for Efficient use of Resources
	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities
29. <u>Mixed Use - Cost Distribution</u>	

2024 Low-Income Housing Tax Credit Application For Reservation

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

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee (MANDATORY) - Invoice information will be provided in your Procorem Workcenter |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input checked="" type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input 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"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY) |
| <input type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: 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: Third Party RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| <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 checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab) |
| | Tab K: Documentation of Development Location: |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification |
| <input type="checkbox"/> | K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter |
| <input type="checkbox"/> | Tab M: <i>(left intentionally blank)</i> |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter |
| <input type="checkbox"/> | Tab P: Zero Energy or Passive House documentation for prior allocation by this developer |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Utility Allowance Calculation |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being MOU |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation |
| <input type="checkbox"/> | Tab AA: Priority Letter from Rural Development |
| <input type="checkbox"/> | Tab AB: Social Disadvantage Certification |

VHDA TRACKING NUMBER

2024-C-50

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/14/2024

1. Development Name: North Fork Manor

2. Address (line 1): 233 Elizabeth Street
 Address (line 2):
 City: Saltville State: VA Zip: 24370

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 Smyth 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: 51173030200.00

7. Development is located in a **Qualified Census Tract**..... FALSE *Note regarding DDA and QCT*

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

9. Development is located in a **Revitalization Area based on QCT** 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 household poverty rate of.....

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

Enter only Numeric Values below:

13. Congressional District: 9
 Planning District: 3
 State Senate District: 5
 State House District: 46

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

North Fork Manor is an existing 56 unit multifamily development consisting of 10 apartment buildings and 1 community building. There are a total of 22 two-bedroom units, 24 three-bedroom units and 10 four-bedroom units. North Fork Manor will have 5 units affordable at 30% of AMI, 6 units affordable at 40% of AMI, 18 units affordable at 50% of AMI and 27 units affordable at 60% of AMI.

15. 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: Todd Young
 Chief Executive Officer's Title: Mayor Phone: 276-496-5342

VHDA TRACKING NUMBER

2024-C-50

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/14/2024

Street Address:

217 Palmer Avenue, PO Box 730

City:

Saltville

State:

VA

Zip:

24370

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

for the local CEO:

Steve Johnson, Clerk Treasurer

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

Chief Executive Officer's Name:

Chief Executive Officer's Title:

Phone:

Street Address:

City:

State:

Zip:

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

for the local CEO:

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

Non Profit Pool

or

b. If requesting Tax Exempt Bond credits, 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, 2024.

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, 2024, 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 2024 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

Rehabilitation

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

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

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development: [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 split of units cannot be changed or 9% Credits will be cancelled.

Total Units within 9% allocation request?	0
Total Units within 4% Tax Exempt Allocation Request?	0
Total Units:	0

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

6. Extended Use Restriction

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

Must Select One: 30

Definition of selection:

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

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

In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

a. Owner Name: North Fork Preservation, LLC

Developer Name: Community Housing Partners Corporation

Contact: M/M ▶ Mr. First: Andrew MI: S Last: Davenport

Address: 448 Depot Street NE

City: Christiansburg St. ▶ VA Zip: 24073

Phone: (540) 523-1946 Ext. Fax:

Email address: andy.davenport@chpc2.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.
Ray Wetherbee, ray.wetherbee@chpc2.org, 585-626-0400

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
 - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
 - c. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
 - d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

b. FALSE Indicate if at least one principal listed within Org Chart with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual.

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

2. Developer Experience:

May select one or more of the following choices:

- TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.
Action: Provide one 8609 from qualifying development.
- TRUE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)
Action: Provide one 8609 from each qualifying development.
- FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.
Action: Provide documentation as stated in the manual.

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: 12/31/2025

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2025 .

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).)

3. Seller Information:

Name: CHP North Fork LLC

Address: 448 Depot Street NE

City: Christiansburg St.: PA Zip: 24073

Contact Person: Andrew Davenport Phone: (540) 523-1946

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

If above statement is TRUE, complete the following:

D. SITE CONTROL

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Community Housing Partners Corpora	(540) 382-2002	Sole Member	100.00%
Jeffrey K. Reed	(540) 382-2002	President of CHPC	
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Conrad Garcia	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 S. 10th Street, Richmond, VA 23219		
Email:	cgarciawilliamsmullen.com	Phone:	(804) 420-6910
2. Tax Accountant:	Kevin Rayfield	This is a Related Entity.	FALSE
Firm Name:	FORVIS	DEI Designation?	FALSE
Address:	1829 Eastchester Dr., High Point, NC 27265		
Email:	kevin.rayfield@forvis.com	Phone:	(336) 822-4364
3. Consultant:	Traci Dusenbury Tate	This is a Related Entity.	FALSE
Firm Name:	Halcon Companies, LLC	DEI Designation?	TRUE
Address:	2615 Anderson Hwy, Suite B, Powhatan, VA		
Email:	traci@halconcompanies.com	Role:	LIHTC Consultant
		Phone:	(804) 376-7290
4. Management Entity:	Andy Hall	This is a Related Entity.	TRUE
Firm Name:	Community Housing Partners Corporation	DEI Designation?	FALSE
Address:	448 Depot Street NE, Christiansburg, VA 24073		
Email:	ahall@chpc2.org	Phone:	(540) 382-2002
5. Contractor:	Larry Parlo	This is a Related Entity.	TRUE
Firm Name:	Community Housing Partners Corporation	DEI Designation?	FALSE
Address:	448 Depot Street NE, Christiansburg, VA 24073		
Email:	larry.parlo@chpc2.org	Phone:	(804) 239-0322
6. Architect:	Colin Arnold	This is a Related Entity.	FALSE
Firm Name:	Arnold Design Studio	DEI Designation?	FALSE
Address:	930 Cambria Street NE, Christiansburg, VA 24073		
Email:	carnold@arnolddesignstudio.com	Phone:	(540) 239 2671
7. Real Estate Attorney:	Lauren Nowlin	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 S. 10th Street, Suite 1600, Richmond, VA 23219		
Email:	lnowlin@williamsmullen.com	Phone:	(804) 420-6585
8. Mortgage Banker:	Costa Conavos	This is a Related Entity.	FALSE
Firm Name:	Berkadia Commercial Mortgage	DEI Designation?	FALSE
Address:	707 E. Main Street, Suite 1300, Richmond, VA 23219		
Email:	costa.canavos@berkadia.com	Phone:	(804) 780-9235
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

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

Action: If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix and Appraisal.

b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**

c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**

d. This development is an existing RD or HUD S8/236 development..... **TRUE**
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)

3. Rehabilitation Credit Information

a. Credits are being requested for rehabilitation expenditures..... **TRUE**

F. REHAB INFORMATION

b. Minimum Expenditure Requirements

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

G. NONPROFIT INVOLVEMENT

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

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

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

- 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, skip to #3.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Other

Name:

Contact Person:

Street Address:

City: State: VA Zip:

Phone: Contact Email:

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

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

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

G. NONPROFIT INVOLVEMENT

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

Action: Provide Option or Right of First Refusal in recordable form using Virginia Housing's template. (TAB V) Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: Community Housing Partners Corporation

or indicate true if Local Housing Authority..... FALSE

Name of Local Housing Authority

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

Action: Provide Homeownership Plan (TAB N) and contact Virginia Housing for a Pre-Application M

NOTE: Applicant is required to waive the right to pursue a Qualified Contract.

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of all units in development	56	bedrooms	156
Total number of rental units in development	56	bedrooms	156
Number of low-income rental units	56	bedrooms	156
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	0	bedrooms	0
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	56	bedrooms	156
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		71,049.90	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		6,427.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		64,622.90	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		0.00%	
i. Exact area of site in acres	7.200		
j. Locality has approved a final site plan or plan of development..... If True , Provide required documentation (TAB O).		TRUE	
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.

2. UNIT MIX

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

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

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

H. STRUCTURE AND UNITS INFORMATION

2BR Garden	975.33	SF	6	6
3BR Garden	1263.77	SF	8	8
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	932.77	SF	16	16
2+ Story 3BR Townhouse	1226.18	SF	16	16
2+ Story 4BR Townhouse	1411.76	SF	10	10
			56	56

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)..... **10**
- b. Age of Structure:..... **42** years
- c. Maximum Number of stories:..... **2**
- d. The development is a scattered site development..... **FALSE**
- e. Commercial Area Intended Use: _____
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
 - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... **TRUE**
 - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... **FALSE**
 - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... **FALSE**
- g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	TRUE	v. Detached Single-family	FALSE
ii. Garden Apartments	TRUE	vi. Detached Two-family	FALSE
iii. Slab on Grade	TRUE	vii. Basement	FALSE
iv. Crawl space	FALSE		
- h. Development contains an elevator(s). **FALSE**
 - If true, # of Elevators. **0**
 - Elevator Type (if known) _____
- i. Roof Type ▶ **Pitched**
- j. Construction Type ▶ **Frame**
- k. Primary Exterior Finish ▶ **Combination**

4. Site Amenities (indicate all proposed)

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

H. STRUCTURE AND UNITS INFORMATION

- l. Describe Community Facilities: Management office with laundry room and community room.
- m. Number of Proposed Parking Spaces 92
 Parking is shared with another entity FALSE
- n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. FALSE
 If **True**, Provide required documentation (**TAB K2**).

5. Plans and Specifications

- a. **Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**
- i. A location map with development clearly defined.
 - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
 - iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
- i. Phase I environmental assessment.
 - ii. Physical needs assessment for any rehab only development.

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

J. ENHANCEMENTS

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

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

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

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

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

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

REQUIRED:

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 50.00% b1. Percentage of brick covering the exterior walls.
- 50.00% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2024 Cycles*
- FALSE g. Each unit is provided free individual broadband/high speed internet access.
or
(both access point categories have a minimum upload/download speed per manual.)
- 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 as defined in the manual
or
- FALSE l. Cooking surfaces are equipped with fire suppression features as defined in the manual
- 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.
- 0% r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at **Tab F**.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

J. ENHANCEMENTS

- 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:

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

2. Green Certification

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

The applicant will also obtain one of the following:

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

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

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

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


- | | |
|--|--|
| <input checked="" type="checkbox"/> TRUE Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE Passive House Standards |
|--|--|
- FALSE Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P. See Manual for details and requirements.

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

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 6 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:
11% 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 Electric Forced Air
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	108	122	139
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	26	38	51
Sewer	0	0	26	38	51
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$159	\$199	\$241

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. TRUE Local PHA
- e. TRUE Other: New Ecology

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

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

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

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

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

FALSE

b. Any development in which ten percent (10%) of the total units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

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



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

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

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

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

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

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

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

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

K. SPECIAL HOUSING NEEDS

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, Budget and Unit Delivery Schedule (Mandatory if tenants are displaced - Tab J)

3. Leasing Preferences

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

Organization which holds waiting list:

Contact person:

Title:

Phone Number:

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 34 % of total Low Income Units 61%

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

Download Current CMA List from VirginiaHousing.com

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

4. Target Population Leasing Preference

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

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

First Name: Andy

Last Name: Hall

Phone Number: (540) 382-2002 Email: ahall@chpc2.org

5. Resident Well-Being (as defined in the manual)

Action: Provide appropriate documentation for any selection below (Tab S)

TRUE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident

K. SPECIAL HOUSING NEEDS

service provider for the provision of resident services.

FALSE

b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.

TRUE

c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

6. 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 project based rental assistance.

FALSE

Section 8 New Construction Substantial Rehabilitation

FALSE

Section 8 Moderate Rehabilitation

FALSE

Section 811 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: _____

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:	56
How many years in rental assistance contract?	10.00
Expiration date of contract:	8/27/2032
There is an Option to Renew.....	TRUE

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

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units? **FALSE**

If so, how many existing Public Housing units? **0**

L. UNIT DETAILS

1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	8.93%	30% Area Median
6	10.71%	40% Area Median
18	32.14%	50% Area Median
27	48.21%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
56	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
5	8.93%	30% Area Median
6	10.71%	40% Area Median
18	32.14%	50% Area Median
27	48.21%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
56	100.00%	Total


b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.

20-30% Levels TRUE 40% Levels TRUE 50% levels TRUE

c. The development plans to utilize average income testing..... FALSE

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	2 BR - 1 Bath	50% AMI	6		830.14	\$591.00	\$3,546
Mix 2	2 BR - 1 Bath	60% AMI	3		848.11	\$591.00	\$1,773
Mix 3	2 BR - 1.5 Bath	60% AMI	1	1	897.23	\$591.00	\$591
Mix 4	2 BR - 1.5 Bath	40% AMI	2	2	900.48	\$591.00	\$1,182
Mix 5	2 BR - 1 Bath	60% AMI	5		830.14	\$591.00	\$2,955
Mix 6	3 BR - 1.5 Bath	50% AMI	7		1147.85	\$710.00	\$4,970
Mix 7	3 BR - 1.5 Bath	40% AMI	1		1258.12	\$710.00	\$710
Mix 8	3 BR - 2 Bath	60% AMI	3		1262.43	\$710.00	\$2,130
Mix 9	3 BR - 1.5 Bath	50% AMI	1		1040.77	\$710.00	\$710

L. UNIT DETAILS

Mix 9	3 BR - 1.5 Bath	50% AMI	1		1040.77	\$710.00	\$710
Mix 10	3 BR - 2 Bath	40% AMI	3	3	1090.70	\$710.00	\$2,130
Mix 11	3 BR - 1.5 Bath	60% AMI	9		1147.85	\$710.00	\$6,390
Mix 12	4 BR - 2 Bath	50% AMI	4		1298.11	\$891.00	\$3,564
Mix 13	4 BR - 2 Bath	60% AMI	6		1298.11	\$891.00	\$5,346
Mix 14	2 BR - 1 Bath	30% AMI	5		830.14	\$351.00	\$1,755
Mix 15							\$0
Mix 16							\$0
Mix 17							\$0
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0

L. UNIT DETAILS

Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
TOTALS			56	6				\$37,752

Total Units	56	Net Rentable SF:	TC Units	59,229.74
			MKT Units	0.00
			Total NR SF:	59,229.74

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$85
2. Office Salaries			\$0
3. Office Supplies			\$1,125
4. Office/Model Apartment	(type <input type="text"/>)		\$0
5. Management Fee			\$48,493
<u>10.98%</u> of EGI	<u>\$865.95</u>	Per Unit	
6. Manager Salaries			\$35,000
7. Staff Unit (s)	(type <input type="text"/>)		\$0
8. Legal			\$1,730
9. Auditing			\$10,332
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$4,325
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$4,850
Total Administrative			\$105,940

Utilities

14. Fuel Oil			\$0
15. Electricity			\$9,580
16. Water			\$1,600
17. Gas			\$0
18. Sewer			\$1,600
Total Utility			\$12,780

Operating:

19. Janitor/Cleaning Payroll			\$600
20. Janitor/Cleaning Supplies			\$1,500
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$5,200
23. Trash Removal			\$13,460
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$4,000
26. Grounds Supplies			\$5,000
27. Grounds Contract			\$4,200
28. Maintenance/Repairs Payroll			\$50,544
29. Repairs/Material			\$300
30. Repairs Contract			\$2,800
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$3,400
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$800
35. Decorating/Payroll/Contract			\$850
36. Decorating Supplies			\$3,000
37. Miscellaneous			\$16,900
Totals Operating & Maintenance			\$112,554

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$16,349
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$785 per unit	\$43,960
42. Fidelity Bond		\$0
43. Workman's Compensation		\$10,850
44. Health Insurance & Employee Benefits		\$15,021
45. Other Insurance		\$0
Total Taxes & Insurance		\$86,180

Total Operating Expense

\$317,454

Total Operating Expenses Per Unit

\$5,669

C. Total Operating Expenses as % of EGI

71.86%

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

\$16,800

Total Expenses

\$334,254

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/12/2024	Ray Wetherbee
b. Site Acquisition	12/31/2025	Ray Wetherbee
c. Zoning Approval	N/A	Ray Wetherbee
d. Site Plan Approval	N/A	Ray Wetherbee
2. Financing		
a. Construction Loan		
i. Loan Application	10/1/2024	Ray Wetherbee
ii. Conditional Commitment	11/1/2024	Ray Wetherbee
iii. Firm Commitment	12/15/2024	Ray Wetherbee
b. Permanent Loan - First Lien		
i. Loan Application	9/1/2024	Ray Wetherbee
ii. Conditional Commitment	12/1/2024	Ray Wetherbee
iii. Firm Commitment	2/15/2025	Ray Wetherbee
c. Permanent Loan-Second Lien		
i. Loan Application	9/1/2024	Ray Wetherbee
ii. Conditional Commitment	12/1/2024	Ray Wetherbee
iii. Firm Commitment	2/15/2025	Ray Wetherbee
d. Other Loans & Grants		
i. Type & Source, List	HTF, NeighborWorks, HIEE, Capital Magnate	Ray Wetherbee
ii. Application	4/15/2024	Ray Wetherbee
iii. Award/Commitment	2/15/2025	Ray Wetherbee
2. Formation of Owner	1/25/2024	Lauren Nowlin
3. IRS Approval of Nonprofit Status	6/6/1980	Harriet Dorsey
4. Closing and Transfer of Property to Owner	4/1/2025	Ray Wetherbee
5. Plans and Specifications, Working Drawings	12/1/2025	Ray Wetherbee
6. Building Permit Issued by Local Government	4/1/2025	Ray Wetherbee
7. Start Construction	4/15/2025	Larry Parlo
8. Begin Lease-up	1/1/2026	Andy Hall
9. Complete Construction	5/1/2026	Larry Parlo
10. Complete Lease-Up	6/1/2026	Andy Davenport
11. Credit Placed in Service Date	7/1/2026	Andy Davenport

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(A) Cost	(B) Acquisition	(C) Rehab/ New Construction
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	4,976,662	0	0	4,976,662
c. Non Residential Structures		0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	4,976,662	0	0	4,976,662
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks		0	0	0
j. Site Improvements	1,127,248	0	0	1,127,248
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	1,127,248	0	0	1,127,248
Total Structure and Land	6,103,910	0	0	6,103,910
r. General Requirements	328,191	0	0	328,191
s. Builder's Overhead (1.8% Contract)	109,397	0	0	109,397
t. Builder's Profit (5.4% Contract)	328,191	0	0	328,191
u. Bonds	40,000	0	0	40,000
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <u>Shed</u>	22,000	0	0	22,000
z. Other 2: <u>builders risk</u>	43,000	0	0	43,000
aa. Other 3: <u></u>		0	0	
Contractor Costs	\$6,974,689	\$0	\$0	\$6,974,689

Construction cost per unit: \$124,548.02

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$854,547

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$765,779

O. PROJECT BUDGET - OWNER COSTS

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	15,000	0	0	15,000
b. Architecture/Engineering Design Fee \$5,313 /Unit)	297,500	0	0	297,500
c. Architecture Supervision Fee \$714 /Unit)	40,000	0	0	40,000
d. Tap Fees	0	0	0	0
e. Environmental	15,000	0	0	15,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	75,670	0	0	75,670
h. Appraisal	7,800	0	0	7,800
i. Market Study	6,000	0	0	6,000
j. Site Engineering / Survey	43,000	0	0	43,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	75,000	0	0	75,000
n. Construction Interest (8.0% for 20 months)	733,000	0	0	109,000
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	50,000	0	0	50,000
q. Permanent Loan Fee (1.0%)	15,000			
r. Other Permanent Loan Fees	30000			
s. Letter of Credit	26,000	0	0	0
t. Cost Certification Fee	15,000	0	0	15,000
u. Accounting	0	0	0	0
v. Title and Recording	125,000	0	0	108,000
w. Legal Fees for Closing	134,000	0	0	109,000
x. Mortgage Banker	40,000	0	0	
y. Tax Credit Fee	51,321			
z. Tenant Relocation	230,000			
aa. Fixtures, Furnitures and Equipment	40,000	0	0	40,000
ab. Organization Costs	3,000			
ac. Operating Reserve	219,000			
ad. Contingency	80,000			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			
(1) Other* specify: Relocation Coordinator	50,000	0	0	0
(2) Other* specify: Capital Needs	5,000	0	0	5,000
(3) Other* specify: Peer Review Expeditor	5,000	0	0	5,000
(4) Other* specify:		0	0	

O. PROJECT BUDGET - OWNER COSTS

(5) Other * specify: Signage	8,500	0	0	8,500
(6) Other* specify: Loan Inspections	35,000	0	0	35,000
(7) Other* specify: Syndication Fee	30,000	0	0	0
(8) Other* specify: Marketing	1,500	0	0	0
(9) Other* specify:		0	0	
Owner Costs Subtotal (Sum 2A..2(10))	\$2,501,291	\$0	\$0	\$1,059,470
Subtotal 1 + 2 (Owner + Contractor Costs)	\$9,475,980	\$0	\$0	\$8,034,159
3. Developer's Fees	1,000,000	0	0	1,000,000
4. Owner's Acquisition Costs				
Land	250,000			
Existing Improvements	1,089,933	0		
Subtotal 4:	\$1,339,933	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$11,815,913	\$0	\$0	\$9,034,159

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:

\$1,295,273

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

\$147 **Meets Limits**
\$201

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

\$187,071 **Meets Limits**
\$233,654

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	11,815,913	0	0	9,034,159
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	9,034,159
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	2,710,248
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			0	11,744,407
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	11,744,407
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$0	\$0	\$1,056,997
(Must be same as BIN total and equal to or less than credit amount allowed)		\$1,056,997 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. Atlantic Union Bank	10/01/24	11/01/24	\$8,600,000	Nathan Hockersmith
2.				
3.				
Total Construction Funding:			\$8,600,000	

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. REACH	4/15/2024	11/15/2024	\$1,159,788	\$57,734	3.95%	40	40
2. VHTF	8/1/2021	12/1/2024	\$900,000	\$4,500	0.50%	30	30
3. NHTF	8/1/2024	12/1/2024	\$800,000	\$8,000	1.00%	30	30
4. NeighborWorks	2/1/2024	3/12/2024	\$500,000	\$0	4.95%	20	20
5. Seller Note	3/1/2024	3/12/2024	\$1,339,933	\$0	0.00%	30	30
6. Capital Magnet Funds	2/1/2024	3/1/2024	\$200,000	\$0	4.40%	30	30
7. HIEE	8/1/2024	12/1/2024	\$723,000	\$0	0.00%	30	30
8.							
9.							
10.							
Total Permanent Funding:			\$5,622,721	\$70,234			

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	

4. Subsidized Funding

Source of Funds	Date of Commitment	Amount of Funds
1. NeighborWorks	3/12/2024	\$500,000
2. Capital Magnet Funds	3/1/2024	\$200,000

Q. SOURCES OF FUNDS

3.			
4.			
5.			
Total Subsidized Funding			\$700,000

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.	Virginia Housing REACH Funds	\$1,159,788
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$800,000
j.	Virginia Housing Trust Fund	\$900,000
k.	Other: NeighborWorks	\$500,000
l.	Other: HIEE, Sellers Note, Capital Magnet Fund	\$2,262,933

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.

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.

Q. SOURCES OF FUNDS

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

c. FALSE Other _____

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= \$0
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$100			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$82,723	(Note: Deferred Developer Fee cannot be negative.)		
iv. 45L Credit Equity	\$0			
v. Other:	\$0			
ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at TAB A.				
Equity Total	\$82,823			

2. Equity Gap Calculation

a. Total Development Cost	\$11,815,913
b. Total of Permanent Funding, Grants and Equity	- \$5,705,545
c. Equity Gap	\$6,110,368
d. Developer Equity	- \$126
e. Equity gap to be funded with low-income tax credit proceeds	\$6,110,242

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Virginia Community Development Corporation (VCDC)		
Contact Person:	Jen Wickham	Phone:	
Street Address:	1840 Broad Street, Suite 200		
City:	Richmond	State:	VA
		Zip:	23220
b. Syndication Equity			
i. Anticipated Annual Credits	\$718,866.00		
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.850		
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99800%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0		
v. Net credit amount anticipated by user of credits	\$718,852		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$6,110,242		
c. Syndication: Private			
d. Investors: Corporate			

4. Net Syndication Amount

Which will be used to pay for Total Development Costs	\$6,110,242
---	-------------

5. Net Equity Factor

Must be equal to or greater than 85%	85.0000446159%
--------------------------------------	----------------

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>\$11,815,913</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$5,705,545</u>
3. Equals Equity Gap		<u>\$6,110,368</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>85.0000446159%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$7,188,665</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$718,866</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,056,997</u>
8. Requested Credit Amount	For 30% PV Credit:	
	For 70% PV Credit:	\$718,866
Credit per LI Units	<u>\$12,836.8929</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$4,608.1154</u>	

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template **(Mandatory Tab H)**

T. CASH FLOW

1. Revenue

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units		\$37,752
Plus Other Income Source (list): <u>Damages, Laundry, NSF, Late Charges</u>		\$997
Equals Total Monthly Income:		\$38,749
Twelve Months		x12
Equals Annual Gross Potential Income		\$464,988
Less Vacancy Allowance <u>5.0%</u>		\$23,249
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$441,739

Warning: Documentation must be submitted to support vacancy rate of less than 7%.

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

Total Monthly Income for Market Rate Units:		\$0
Plus Other Income Source (list): <u></u>		\$0
Equals Total Monthly Income:		\$0
Twelve Months		x12
Equals Annual Gross Potential Income		\$0
Less Vacancy Allowance <u>7.0%</u>		\$0
Equals Annual Effective Gross Income (EGI) - Market Rate Units		\$0

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$441,739
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$441,739
d. Total Expenses	\$334,254
e. Net Operating Income	\$107,485
f. Total Annual Debt Service	\$70,234
g. Cash Flow Available for Distribution	\$37,251

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	441,739	450,573	459,585	468,777	478,152
Less Oper. Expenses	334,254	344,282	354,610	365,248	376,206
Net Income	107,485	106,292	104,975	103,528	101,946
Less Debt Service	70,234	70,234	70,234	70,234	70,234
Cash Flow	37,251	36,058	34,741	33,294	31,712
Debt Coverage Ratio	1.53	1.51	1.49	1.47	1.45

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	487,715	497,469	507,419	517,567	527,919
Less Oper. Expenses	387,492	399,117	411,090	423,423	436,126
Net Income	100,223	98,353	96,329	94,144	91,793

T. CASH FLOW

Less Debt Service	70,234	70,234	70,234	70,234	70,234
Cash Flow	29,989	28,119	26,095	23,910	21,559
Debt Coverage Ratio	1.43	1.40	1.37	1.34	1.31

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	538,477	549,246	560,231	571,436	582,865
Less Oper. Expenses	449,209	462,686	476,566	490,863	505,589
Net Income	89,267	86,561	83,665	80,573	77,276
Less Debt Service	70,234	70,234	70,234	70,234	70,234
Cash Flow	19,033	16,327	13,431	10,339	7,042
Debt Coverage Ratio	1.27	1.23	1.19	1.15	1.10

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: 10

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit					
		TAX CREDIT UNITS	MARKET RATE UNITS					Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount		
				Street Address 1	Street Address 2	City	State	Zip													
1.		7		101 - 107 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$1,468,051	06/01/25	9.00%	\$132,125
2.		6		108 - 113 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$1,258,329	08/01/25	9.00%	\$113,250
3.		8		201 - 208 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$1,677,772	10/01/25	9.00%	\$150,999
4.		6		209 - 214 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$1,258,329	12/01/25	9.00%	\$113,250
5.		7		301 - 307 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$1,468,051	02/01/26	9.00%	\$132,125
6.		5		308 - 312 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$1,048,608	04/01/26	9.00%	\$94,375
7.		2		401 - 402 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$419,443	06/01/26	9.00%	\$37,750
8.		7		403 - 409 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$1,468,051	08/01/26	9.00%	\$132,125
9.		6		501 - 506 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$1,258,329	10/01/26	9.00%	\$113,250
10.		2		507 - 508 Elizabeth Street		Saltville	VA	24370					\$0				\$0	\$419,444	12/01/26	9.00%	\$37,750
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

56 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$11,744,407

\$1,056,997

Number of BINS: 10

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:


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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: North Fork Preservation, LLC
By: CHP North Fork Preservation, LLC, Managing Mem
By: Community Housing Partners Corporation, Sole ar

By: 
 Its: Vice President
 (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:	Colin Arnold
Virginia License#:	11337
Architecture Firm or Company:	Arnold Design Studio

By:  _____

Its: Principal (Title)

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

W. LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

MANDATORY ITEMS:

	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	Y	0 to 10	10.00
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:			25.00

2. HOUSING NEEDS CHARACTERISTICS:

a. Sec 8 or PHA waiting list preference	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	5.92%	Up to 40	11.85
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			11.85

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			81.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation	N	0, 10 or 20	0.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	11%	Up to 15	1.61

i. Developments with less than 100 low income units	Y	up to 20	17.60
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			190.21

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$63,300	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	60.71%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	8.93%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	19.64%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	51.79%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.79%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.79%	Up to 50	50.00
Total:			90.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			20.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	106.63
b. Cost per unit		Up to 100	53.28
Total:			159.91

7. BONUS POINTS:

a. Extended Use Restriction	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 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			70.00

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

TOTAL SCORE: 566.97

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	1.00
f. N/A for 2022	0	0.00

g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
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. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		81.00
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		0.00
Total amenities:		81.00

X. Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	North Fork Manor
-------------------	-------------------------

Cycle Type: 9% Tax Credits
Allocation Type: Rehabilitation
Total Units: 56
Total LI Units: 56
Project Gross Sq Ft: 71,049.90
Green Certified? TRUE

Requested Credit Amount: \$718,866
Jurisdiction: Smyth County
Population Target: General
Owner Contact: Andrew Davenport

Total Score 566.97

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,622,721	\$100,406	\$79	\$70,234
Grants	\$0	\$0		
Subsidized Funding	\$700,000	\$12,500		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$6,103,910	\$108,998	\$86	51.66%
General Req/Overhead/Profit	\$765,779	\$13,675	\$11	6.48%
Other Contract Costs	\$105,000	\$1,875	\$1	0.89%
Owner Costs	\$2,501,291	\$44,666	\$35	21.17%
Acquisition	\$1,339,933	\$23,927	\$19	11.34%
Developer Fee	\$1,000,000	\$17,857	\$14	8.46%
Total Uses	\$11,815,913	\$210,998		

Total Development Costs	
Total Improvements	\$9,475,980
Land Acquisition	\$1,339,933
Developer Fee	\$1,000,000
Total Development Costs	\$11,815,913

Proposed Cost Limit/Sq Ft: \$147
Applicable Cost Limit/Sq Ft: \$201
Proposed Cost Limit/Unit: \$187,071
Applicable Cost Limit/Unit: \$233,654

Income	
Gross Potential Income - LI Units	\$464,988
Gross Potential Income - Mkt Units	\$0
Subtotal	\$464,988
Less Vacancy %	5.00%
Effective Gross Income	\$441,739

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	22
# of 3BR	24
# of 4+ BR	10
Total Units	56

Expenses		
Category	Total	Per Unit
Administrative	\$105,940	\$1,892
Utilities	\$12,780	\$228
Operating & Maintenance	\$112,554	\$2,010
Taxes & Insurance	\$86,180	\$1,539
Total Operating Expenses	\$317,454	\$5,669
Replacement Reserves	\$16,800	\$300
Total Expenses	\$334,254	\$5,969

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	5	5
40% AMI	6	6
50% AMI	18	18
60% AMI	27	27
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$441,739
Total Expenses	\$334,254
Net Income	\$107,485
Debt Service	\$70,234
Debt Coverage Ratio (YR1):	1.53

Income Averaging? FALSE

Extended Use Restriction? 30

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

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

Combined Max	\$1,056,997
Credit Requested	\$718,866
% of Savings	31.99%
Sliding Scale Points	106.63

Cost Points:

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

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

Total Costs Less Acquisition	\$10,475,980	
Total Square Feet	71,049.90	
Proposed Cost per SqFt	\$147.45	
Applicable Cost Limit per Sq Ft	\$201.00	
% of Savings	26.64%	
Total Units	56	
Proposed Cost per Unit	\$187,071	
Applicable Cost Limit per Unit	\$233,654	
% of Savings	19.94%	
Max % of Savings	26.64% Sliding Scale Points	53.28



Tab A:

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

Operating Agreement

**OPERATING AGREEMENT
OF
NORTH FORK PRESERVATION, LLC**

This Operating Agreement (“Agreement”) of **NORTH FORK PRESERVATION, LLC**, a Virginia limited liability company (the “Company”), is made and entered into as of January 25, 2024, by and between CHP North Fork Preservation, LLC, a Virginia limited liability company, as the Managing Member, and Community Housing Partners Corporation, 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, 2024 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 North Fork Preservation, 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 448 Depot Street, Christiansburg, Virginia 24073, 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 Jeffrey K. Reed 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 Jeffrey K. Reed 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 of 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 Capitol Corporate Services, Inc., a business entity that is authorized to transact business in Virginia, or any successor as appointed by the Members, and the address of such agent shall be 10 S. Jefferson Street, Suite 1800, Roanoke, Virginia 24011, 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 donee 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 CHP North Fork Preservation, 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 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 Agreement shall be recorded in the Clerk's Office for the County of Smyth, Virginia, upon acquisition of the Project (as defined in the Right of First Refusal 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:

CHP NORTH FORK PRESERVATION, LLC,
a Virginia limited liability company

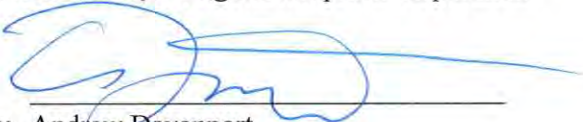
By: Community Housing Partners Corporation,
a Virginia nonprofit corporation,
its Sole and Managing Member

Date: January 25, 2024

By: 
Name: Andrew Davenport
Title: Vice President

COMMUNITY HOUSING PARTNERS
CORPORATION, a Virginia nonprofit corporation

Date: January 25, 2024

By: 
Name: Andrew Davenport
Title: Vice President

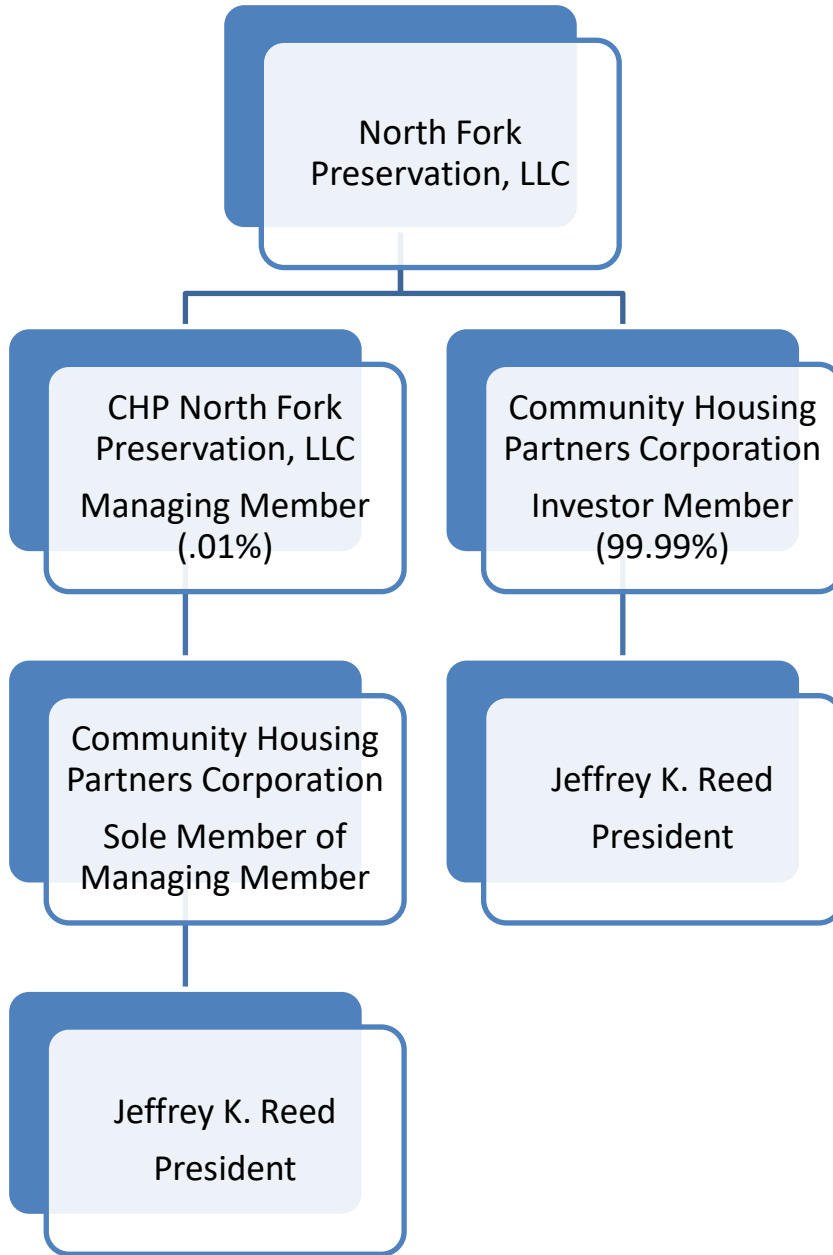
Schedule A

**Capital Contributions and
Membership Interests**

Name and Address	Capital Contribution	Membership Interest
CHP North Fork Preservation, LLC 448 Depot Street Christiansburg, Virginia, 24073	\$10.00	0.01%
Community Housing Partners Corporation 448 Depot Street Christiansburg, Virginia, 24073	\$100.00	99.99%

Chart of Ownership

North Fork Manor Organizational Chart



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That North Fork Preservation, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 25, 2024; and

That the Limited Liability Company is in existence 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:

February 21, 2024

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

Bernard J. Logan, Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: North Fork Manor

Name of Applicant (entity): North Fork Preservation, LLC

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

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

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

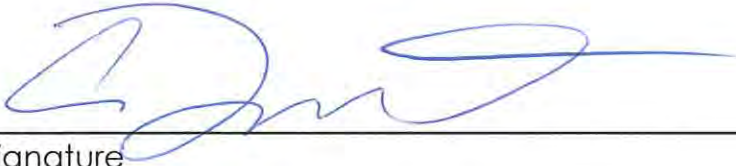
Accordingly, I **hereby certify the following:**

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. ~~During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed in lieu of foreclosure; and no such property received mortgage relief from the mortgagee.~~
See Pinebrook Summary
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants has been convicted of a felony and is not presently 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.
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 Virginia Housing employee.
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 of the owner of such property (this does not refer to corrected 8823's).
14. None of the Participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the Participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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



Signature

Andy Davenport, Vice President

Printed Name

03-08-2024

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

Pinebrook Village Apartments Summary

In 2002, Greenbrier Woods Corporation (a CHP related entity that shares board members and officers with CHP), acquired two properties, Greenbrier-Pinebrook, LLC ("Pinebrook Village") and Yorkshire Apartments, in a bargain sale/donation. Yorkshire Apartments was successfully rehabilitated using tax credits, but Pinebrook Village could not be rehabilitated with tax credits because the Section 8 Moderate Rehab contract precluded it. At the time of the transfer, Pinebrook Village had been accepted into Mark to Market ("M2M") processing, but in 2003 OHMAR (now OHAP) informed Greenbrier Woods Corporation that the property was not eligible for restructuring due to the lock-out provision on the underlying financing (an issue that was not known or identified when Greenbrier Woods Corporation acquired the property). Greenbrier Woods Corporation appealed that decision to OHMAR and in late 2003, the property was accepted back into the M2M process (this time using the bond defeasance model).

In August 2004, Tropical Storm Gaston stalled over the Richmond area and deposited 16 inches of rain in a 10 hour period causing widespread flooding. Pinebrook Village was severely flooded by this storm and all the first floor units were affected. All first floor tenants were relocated off site and the first floor demolished and treated for water exposure.

Pinebrook Village was not located in a flood zone and did not carry flood insurance. The M2M program represented the only option for generating the resources necessary to repair the units and bring them back on-line. The Mark to Market proposal was revised and submitted to OHMAR in December of 2004. But early in 2005, an OHAP committee determined that the property was not "preservation worthy" based upon the physical condition of the property and market considerations. The owner appealed this decision and prepared a new submission to refute the basis of this decision. Late in June 2005, OHAP determined that the property was "preservation worthy" based upon the new information. However, they required all new reports which would take until December 2005 to complete.

During this time, the Building Official for the City of Richmond took the position after the flood that the current residents on the second floor could remain at the property but that no new residents could move in until the entire property had been rehabilitated. As a result, the population at the property continued to decline. By January of 2006, there were only 20 residents remaining and the City had reached the end of its patience, however there still had not been a decision from OHAP. In January 2006, the City of Richmond determined that the property was no longer fit for habitation and ordered the remaining residents to move out. Residents were relocated within 30 days and OHAP denied the M2M restructuring on the basis that there were no longer any residents at the property.

By February 2006, Greenbrier Woods Corporation had already invested over \$650,000 of its own funds in order to continue to carry the property, make necessary improvements, and keep the loan current while waiting for the M2M process to reach its conclusion. With the denial of the M2M and the property completely vacant, Greenbrier Woods Corporation reluctantly made the decision to stop mortgage payments on February 1, 2006.

Subsequent conversations with the HUD identified another possible strategy for the preservation of this property, refinance of the property through tax exempt bonds that would carry the 4% tax credits. The combination of the new financing and the tax credit equity would be sufficient to carry out the rehab that had been contemplated through the M2M program. The Virginia Housing Development Authority would be the source of this financing and would be prepared to provide such financing on the condition that a

new FHA insurance commitment is obtained. The owner explored these options and believed that such a course would have been feasible and would have allowed for the pay-off of the existing indebtedness and the prevention of the assignment of this loan and the consequent loss to the FHA insurance fund.

To this end, Greenbrier Woods Corporation requested in early March of 2006 that HUD take the necessary action to break the lock out on the existing insured financing. HUD denied this request and thus precluded any further opportunity to pay off the mortgage and rehabilitate the property. The deed was submitted in lieu of foreclosure, and in November 2010, HUD sold the property at public auction.

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: North Fork Manor
 Name of Applicant: Community Housing Partners Corporation

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
 - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
 - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
 - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 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 for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Community Housing Partners Corporation Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y
 Principal's Name: _____ Y or N

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	Boodry Place Morehead, KY	Boodry Place, LLC (606) 780-0249	No	32	32	6/1/2008	4/1/2009	No
2	College Green II Warsaw, VA	Warsaw-College Green II, LLC (804) 343-7201	Yes	16	16	7/1/2008	5/1/2009	No
3	Rutledge Hills Amherst, VA	Amherst-Rutledge Hills, LLC (434) 946-7758	Yes	48	48	4/1/2009	2/1/2010	No
4	Spicer's Mill Orange, VA	Orange-Spicers Mill, LLC (804) 343-7201	Yes	40	40	5/1/2009	2/1/2009	No
5	Old Farm Village Apartments Christiansburg, VA	CHPC-Old Farm Village, LLC (540) 382-2002	Yes	84	84	5/1/2011	12/1/2011	No
6	Friendship Village Apts. Virginia Beach, VA	Virginia Beach-Friendship Village, LLC (540) 382-2002	Yes	110	109	10/1/2011	5/29/2012	No
7	Parkview Gardens Farmville, VA	Farmville-Parkview Gardens, LLC (540) 382-2002	Yes	80	79	6/1/2012	8/1/2013	No
8	Hilltop Terrace Apartments Lexington, NC	Lexington-Hilltop Historic, LLC (540) 382-2002	Yes	63	63	11/1/2012	10/1/2013	No
9	Warwick SRO Newport News, VA	Warwick SRO, LP (757) 244-2836	Yes	88	88	7/15/2013	12/18/2013	No
10	Greenstone on 5th Apartments Charlottesville, VA	Blue Ridge Commons Apartments, LLC (540)382-2002	Yes	202	167	12/1/2013	11/1/2012	No
11	Rivermont Apartments Martinsville, Va	The Apartments of Rivermont, LLC (540) 382-2002	Yes	99	99	12/1/2013	8/1/2014	No
12	Dolly Ann Apartments Covington, VA	CHPC-Dolly Ann, LLC (540)382-2002	Yes	108	108	8/1/2011	4/1/2012	No
13	Main Cross Mt. Sterling, KY	Mt. Sterling-Main Cross, LLC (540) 382-2002	Yes	51	51	12/1/2013	11/1/2014	No
14	Bettie Davis Apartments Suffolk, VA	Bettie Davis, LLC (540) 382-2002	Yes	60	60	1/24/2014	7/29/2015	No
15	Laurel Woods Apartments Pulaski County, VA	Laurel Woods Apartments, LLC (540)382-2002	Yes	46	46	5/1/2014	11/1/2014	No
16	Langston Park Apartments Hopewell, VA	Langston Park Apartments, LLC (540) 382-2002	Yes	56	56	12/15/2015	7/8/2016	No
17	Hunting Hills Apartments Radford, VA	Hunting Hills Apartments, LLC (540) 382-2002	Yes	12	12	3/23/2016	8/22/2016	No
18	Smokey Ridge Apartments Christiansburg, VA	Smoke Ridge, LLC (540)382-2002	Yes	52	52	6/8/2016	9/9/2016	No
19	Overlook Terrace Apartments Fredericksburg, VA	Apartments at Overlook Terrace, LLC (540) 382-2002	Yes	72	72	12/29/2015	11/21/2016	No
20	Highland Crossing Apartments Spartanburg, SC	Highland Avenue, LLC (540) 382-2002	Yes	72	72	11/30/2016	2/15/2017	No
21	Tranquility at the Lakes Virginia Beach, VA	SUL Tranquility Lakes, LLC (540) 382-2002	Yes	40	40	12/29/2016	7/27/2017	No
22	Kippax Place Apartments Hopewell, VA	Kippax Place Apartments, LLC (540) 382-2002	Yes	100	100	12/20/2016	9/10/2018	No
23	Belleville Meadows Suffolk, VA	Belleville Meadows, LLC (540) 382-2002	Yes	128	128	12/31/2016	7/13/2018	No
24	Lindsay Hill, Lorton, VA	Cumberland Court Apartments, LLC (540)382-2002	Yes	55	55	12/31/2016	10/29/2018	No
25	Primrose Place Apartments Baltimore, MD	Primrose Place Apartments, LLC (540) 382-2002	Yes	125	125	2/5/2016	7/18/2018	No
26	Planters Woods Apartments South Hill, VA	Planters Woods South Hill, LLC (540) 382-2002	Yes	46	46	11/30/2017	5/8/2018	No

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	General Partner? (Y/N)	Total Units	LIHTC Income Units	Placed in Service Date	8609 Date	LIHTC compliance Found? Y/N
27	Powell Valley Village Apartments Jonesville, VA	Powell Valley Jonesville Apartments, LLC (540) 382-2002	Yes	34	34	5/23/2017	1/18/2018	No
28	Apartments at Kingsridge Henrico County, VA	Apartments at Kingsridge, LLC (540) 382-2002	Yes	72	72	10/1/2018	7/1/2019	No
29	The Residences at North Hill 2 Alexandria, VA	The Residences at North Hill 2, LLC (540) 382-2002	No	75	75	TBD	TBD	No
30	Senior Residences at North Hill Alexandria, VA	The Senior Residences at North Hill, LLC (540) 382-2002	No	63	63	TBD	TBD	No
31	Apartments at Kingsridge 2 Henrico County, VA	Apartments at Kingsridge 2, LLC (540) 382-2002	Yes	71	71	9/7/2021	11/7/2022	No
32	North Hill Bond 94 Alexandria, VA	The Residences at North Hill Bond 94, LLC (540) 382-2002	No	94	94	TBD	TBD	No
33	North Hill Bond 47 Alexandria, VA	The Residences at North Hill Bond 47, LLC (540) 382-2002	No	47	47	TBD	TBD	No
34	J. Van Story Branch Apartments Baltimore, MD	Van Story Branch Apartments, LLC (540) 382-2002	Yes	350	350	1/4/2021	7/12/2022	No
35	Townsquare at Dumfries Triangle, VA	Townsquare at Dumfries Bond, LLC (540) 382-2002	Yes	227	227	9/15/2020 - 4/5/2021	8/10/2022	No
36	Apartments at Kingsridge 3 Henrico County, VA	Apartments at Kingsridge 3, LLC (540) 382-2002	Yes	24	24	6/3/2022	7/20/2023	No
37	Northway Galax, VA	Northway Family, LLC (540) 382-2002	Yes	72	72	TBD	TBD	No
38	Wellesley Newport News, VA	Wellesley Commons Apartments, LLC (540) 382-2002	Yes	40	40	TBD	TBD	No
39	Holly Court Kilmarnock, VA	Holly Court Senior Apartments, LLC (540) 382-2002	Yes	40	40	TBD	TBD	No
40	Grayson Manor Independence, VA	Grayson Manor Apartments, LLC (540) 382-2002	Yes	32	32	TBD	TBD	No
41	Trinity Court Chapel Hill, NC	Trinity Court Redevelopment, LLC (540)382-2002	Y	54	54	TBD	TBD	No
42	Witter Place Apartments Alexandria, VA	Witter Place Apartments, LLC (540)382-2002	Y	94	94	TBD	TBD	No
43	Legacy on Main Roanoke, VA	Legacy on Main, LLC(540)382-2002	Y	56	56	TBD	TBD	No
44								
45								

2nd PAGE TOTAL: 204 204

GRAND TOTAL: 2,089 2,052

LIHTC as % of
98% Total Unit

Tab E:

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

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (this "Agreement"), dated as of March 11, 2024, by and between CHP NORTH FORK LLC, a Virginia limited liability company ("Seller"), and NORTH FORK PRESERVATION, LLC, a Virginia limited liability company ("Buyer"), recites and provides as follows:

Recitals.

A. Seller is the fee simple owner of those certain lots or parcels of land located in the County of Smyth, commonly known as 233 Elizabeth Street, Saltville, Virginia 24370, and identified as Smyth County Tax Parcel Number Identification Numbers 28A4-2-130, 28A4-2-131, and 28A4-A-4A, all as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"), together with all improvements thereon and all appurtenances thereto (collectively, the "Property").

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

NOW, therefore, for and in consideration of the mutual promises, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale. This Agreement constitutes a binding contract for the sale and purchase of the Property on the terms and conditions hereinafter provided. Seller shall be obligated to sell and convey, and Buyer shall be obligated to purchase, the Property in accordance with the terms and conditions of this Agreement. The purchase price to be paid by Buyer for the Property at Settlement (the "Price") shall be equal to ONE MILLION THREE HUNDRED THIRTY-NINE THOUSAND NINE HUNDRED THIRTY-THREE AND 00/100 DOLLARS (\$1,339,933.00).

2. Settlement. Unless this Agreement is sooner terminated as provided in this Agreement, the closing of the sale of the Property shall take place at such place as the parties hereto may agree, on a date for closing which shall be within not less than 15 days, nor more than 60 days, after the date of a written notice from Buyer to Seller (the "Buyer Notice"), requesting that the closing occur (the "Settlement"). In the event the Settlement has not occurred by December 31, 2025, this Agreement shall be null and void. In any event, without the consent of both parties, Settlement shall not occur before September 1, 2024.

3. Conditions to Buyer's Performance. Buyer shall be obligated to purchase the Property from Seller only upon the full satisfaction of the following conditions, any of which may be waived by Buyer, and in the event any of such conditions are not satisfied or waived by the date of Settlement, or a later date approved by the mutual consent of Seller and Buyer, then this Agreement shall be terminated.

- (a) As of the date of Settlement, there shall be no encumbrances or special assessments either pending or confirmed affecting the Property, except as specifically accepted and approved by Buyer in writing (the "Permitted Exceptions"). All such liens or assessments, except for the Permitted Exceptions, shall be paid and released by Seller on or before the date of Settlement.
- (b) The Property shall be in compliance with all applicable environmental laws and regulations.

- (c) The current zoning of the Property shall permit Buyer's intended use (the "Intended Purpose").
- (d) There shall be no litigation, proceeding or investigation pending, or to the knowledge of Owner, Buyer or Seller threatened, which might prevent or adversely affect Buyer's ability to operate the Property for the Intended Purpose or which questions the validity of any material actions taken or to be taken by Seller or Buyer hereunder.

4. Settlement Documents and Costs. At Settlement, Seller shall pay for its own legal fees and the grantor's tax in connection with the recordation of the Deed. Purchaser shall pay for any survey, title examination, and title insurance ordered by Purchaser or for Purchaser's benefit, for its own legal fees and for all recording taxes and fees (other than the grantor's tax) in connection with the recordation of the Deed.

5. Prorations. All real and personal property ad valorem taxes and installments of special assessments, if any, for the calendar years prior to the current calendar year will be paid by Seller. At Buyer's election, all real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, for the current calendar year will be prorated to the date of Settlement on a calendar year basis, based on the latest available tax rate and assessed valuation, to be paid by Seller through the date of Settlement and by Buyer from the date of Settlement through the end of the calendar year. If Buyer elects not to prorate real and personal property ad valorem taxes and special assessments at Settlement, then Seller shall pay such real and personal property ad valorem taxes and special assessments when due for such calendar year. Seller shall provide Buyer written notice with evidence of payment and Buyer shall reimburse Seller within 30 days of such written notice its prorated share of such taxes and assessments from the date of Settlement. Seller shall be responsible for payment of any roll-back taxes.

6. Title. Seller agrees to convey to Buyer on the date of Settlement, good and marketable fee simple title to the Property and, effective on the recordation of the deed by Seller to Buyer (the "Deed"), beneficial ownership and the risk of loss of the Property will pass from Seller to Buyer. The Property shall be conveyed to Buyer free and clear of any liens and/or encumbrances, except the Permitted Exceptions.

7. Representations. Seller represents that it is duly organized and validly existing under the laws of the Commonwealth of Virginia with full power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions of this Agreement. Buyer represents that it is duly organized and validly existing under the laws of the Commonwealth of Virginia with full power and authority to enter into this Agreement and to purchase the Property in accordance with the terms and conditions of this Agreement.

8. Risk of Loss. All risk of loss as a result of an exercise of the power of eminent domain, or by reason of casualty, or for personal liability as to the Property, shall remain on Seller until Settlement.

9. Brokers. Each of Seller and Buyer represents to the other that there are no amounts due any realtor, broker, agent or finder in connection with this Agreement, and covenants that it will hold the other free and harmless from any and all liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with any claim or claims of any realtor, broker, agent or finder arising out

of this Agreement. The provisions of this paragraph shall survive Settlement and not merge into the Deed.

10. Defaults.

- (a) **Buyer's Default.** If Buyer fails to perform or settle as required by this Agreement or makes under this Agreement any material false representations or warranties, Seller shall have the right, exercisable at its option upon each such failure or misrepresentation, to give notice thereof to Buyer and Buyer shall have a period of 10 days in which to cure the failure described in such notice. If Buyer does not cure such failure within such period, this Agreement shall forthwith terminate and the parties hereto shall have no further rights and obligations under this Agreement, except as specifically provided.

- (b) **Seller's Default.** If, prior to Settlement, Seller intentionally fails to perform or settle as required by this Agreement or intentionally makes under this Agreement any material false representations or warranties, Buyer shall have the right, exercisable at Buyer's option upon each such failure or misrepresentation, to give notice thereof to Seller, and Seller shall then have a period of 10 days in which to cure the failure described in such notice. If Seller does not cure such failure within such period, Buyer shall have the right, at Buyer's option to exercise any and all remedies available at law or in equity with respect to such misrepresentation or failure, including specific performance, provided, however, that any monetary remedy for Buyer shall be limited to a recovery against the Property and shall not include recourse against Seller or the partners of Seller.

11. Notices. Unless otherwise expressly provided in this Agreement, all notices shall be in writing and shall be deemed duly given on the date personally delivered, one day after deposit with an express delivery service, or 3 days after sent by registered or certified mail, return receipt requested, to the following addresses, or to such other address which a party elects to designate in writing to the other addressees listed below:

If to Seller:

CHP North Fork LLC
448 Depot Street NE
Christiansburg, VA 24073
Attention: Jeffrey K. Reed

If to Buyer:

North Fork Preservation, LLC
448 Depot Street NE
Christiansburg, VA 24073
Attention: Andrew Davenport

With a copy to:

Lauren D. Nowlin, Esq.
Williams Mullen

200 South 10th Street
Richmond, VA 23219

12. Assignment. Seller shall have the free right to assign its rights under this Agreement, and Buyer shall have the free right to assign its rights under this Agreement to any entity with Seller's prior written consent, which consent shall not be unreasonably withheld.

13. Miscellaneous.

- (a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by the laws of the Commonwealth of Virginia.
- (b) This Agreement contains the entire agreement between the parties with respect to the Property and is intended by the parties to be an integration of any prior agreements by the parties regarding the Property. This Agreement cannot be amended except by written instrument executed by all parties hereto.
- (c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- (d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together be deemed one and the same instrument.


[SIGNATURE PAGE FOLLOWS]

WITNESS the following duly authorized signatures as of the date first above written.

SELLER:

CHP NORTH FORK LLC,
a Virginia limited liability company

By: COMMUNITY HOUSING PARTNERS
CORPORATION, a Virginia nonstock corporation,
its Sole Member

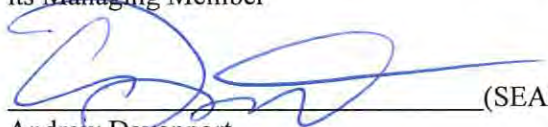
By:  _____ (SEAL)
Name: Jeffrey K. Reed
Title: President

BUYER:

NORTH FORK PRESERVATION, LLC,
a Virginia limited liability company

By: CHP North Fork Preservation, LLC, a Virginia limited
liability company, its Managing Member

By: COMMUNITY HOUSING PARTNERS
CORPORATION, a Virginia nonstock corporation,
its Managing Member

By:  _____ (SEAL)
Name: Andrew Davenport
Title: Vice President

104748131.1

EXHIBIT "A"

Legal Description

PARCEL ONE:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follows, to wit:

BEGINNING at an iron pin in the nonhcast line of Government Plant Road in the east property line of Jimmie Lee Hayden;

THENCE from said Beginning point with the east property line of Jimmie Lee Hayden, North 13 degrees 17 minutes 20 seconds East 244.79 feet to an iron pin in the property line of Ralph G. Davidson;

THENCE with the property line of Ralph G. Davidson, North 13 degrees 17 minutes 20 seconds East 108.08 feet of an iron pin;

THENCE still with the property line of Ralph G. Davidson, North 72 degrees 24 minutes 20 second West 244.65 feet to an iron pin in the east line of an alley;

THENCE with the east line of said alley, North 37 degrees 28 minutes 10 seconds East 518.61 feet to an iron pin in the property line of Town of Saltville;

THENCE with the property line of the Town of Saltville, South 48 degrees 35 minutes 40 seconds East 463.85 feet to an iron pin;

THENCE still with the property line of the Town of Saltville, South 16 degrees 09 minutes 00 seconds West 776.22 feet to an iron pin in the north line of Government Plant Road;

THENCE with the north line of Government Plant Road, the following lines: 12 degrees 35 minutes 00 minutes West 92.75 feet to an iron pin;

THENCE conitnuing with the north line of Government Plant Road, a curve to the left, having an arc length of 208.69 feet, delta of 31 degrees 50 minutes, a radius of 375.61 feet, a tangent of 15.38 feet to an iron pin;

THENCE North 44 degrees 24 minutes 00 second West 59.17 feet to an iron pin in the northeast property line of Jimmie Lee Hayden, the Point of BEGINNING, containing 5.77 acres pursuant to an in accordance with a Plat of Survey dated December 6, 1979, and revised March 10, 1981, made by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all minerals I the above-described property. The word "minerals" is defined to include, among the normal definitons, all hydrocarbons reserved by the The Town of Saltville, Virignia, in the below described deed.

BEING the same property conveyed to North Fok Manor, Ltd., a Virginia limited partnership, by deed dated February 16, 1981, recorded March 24, 1981, in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 651.

PARCEL TWO:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follows, to-wit:

BEGINNING at an iron pin in the north line of Government Plant Road, corner to the property line of Fred Dye (now or formerly);

THENCE with the property line of Fred Dye, North 37 degrees 32 minutes 10 seconds East 128.90 feet to an iron pin in the property line of Ralph G. Davidson;

THENCE with the property line of Ralph G. Davidson, South 72 degrees 24 minutes 20 seconds East 168.79 feet to the property line of the Town of Saltville;

THENCE with the property line of the Town of Saltville, South 13 degrees 17 minutes 20 seconds West 244.79 feet to an iron pin in the north line of Government Plant Road, North 44 degrees 24 minutes 00 seconds West 261.79 feet to an iron pin in the property line of Fred Dye, the Point of BEGINNING, containing 0.86 acre, pursuant to and in accordance with a Plat of Survey, dated December 6, 1979, revised March 10, 1980, by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all minerals in the above-described property excepted in the deed from the Town of Saltville to Jimmie Lee Hayden and Shelia Ann Davidson Hayden, his wife, dated January 5, 1977, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 283, Page 570.

BEING the same property conveyed to North Fork Manor, Ltd. by deed from Jimmie Lee Hayden and Shelia Ann Davidson, his wife, dated February 16, 1981, recorded March 24, 1981, in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 654.

PARCEL THREE:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follow, to-wit:

BEGINNING at an iron pin in the north property line of Fred Dye, which Beginning Point is North 37 degrees 32 minutes 10 seconds East from the Government Plant Road;

THENCE from Beginning Point, with the property line of Fred Dye, North 51 degrees 42 minutes 10 seconds West 115.73 feet to the east line of an alley;

THENCE with the east line of said alley, North 37 degrees 38 minutes 10 seconds East 71.14 feet to an iron pin in the property line of the Town of Saltville;

THENCE with the property line of the Town of Saltville South 72 degrees 24 minutes 20 seconds East 244.65 feet to an iron pin;

THENCE still with the property line of the Town of Saltville, South 13 degrees 17 minutes 20 seconds West 108.08 feet to an iron pin in the line of Jimmie Lee Hayden;

THENCE with the property line of Jimmie Lee Hayden, North 72 degrees 24 minutes 20 second West 168.79 feet to an iron pin in the north line of Fred Dye, the Point of BEGINNING, containing 0.61 acre, pursuant to and in accordance with a Plat of Survey dated December 6, 1979, revised March 10, 1981, by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all the minerals in the above described property excepted in the Ralph G. Davidson and Dixie Debord Davidson, his wife, from the Town of Saltville dated November 17, 1977, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 290, Page 220.

BEING the same property conveyed to North Fork Manor Ltd., a Virginia limited partnership, from Ralph G. Davidson and Dixie Debord Davidson, his wife, dated February 16, 1981, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 656.

13943689-7544-1-1*



TREASURER SMYTH COUNTY

PO Box 549
Marion VA 24354-0549
Phone: (276) 782-4059

FORWARDING SERVICE REQUESTED

REAL ESTATE TAX STATEMENT

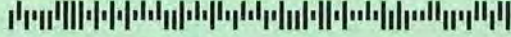
10.00% PENALTY AFTER 12/05/2023
10.00% ANN. INT. BEGINNING 01/01/2024

TAX YEAR 2023

Page Number	Account Number
1 of 1	000153702

DUE DATE: December 05, 2023

13943689-7544-1 1 1 *****AUTO**MIXED AADC 270



CHP NORTH FORK LLC
ATTN: JEFFREY K REED
448 DEPOT ST NE
CHRISTIANSBURG VA 24073-2050

The Treasurer only collects taxes, does not assess property, fix valuations, set rates or grant exemptions and has no authority to make changes to the tax roll.

Inquiries on Assessments and Address Changes, contact the Commissioner of the Revenue's office at (276) 782-4040

A \$35.00 fee will be charged on all returned checks

Code of Virginia 58.1-3913 Delinquent tax MUST be paid first.

If check is not honored by bank, receipt is void.

To receive future statements electronically,
visit <https://smythco.estmt.net>
Your Registration ID:

1394-3689-56ZX

See the back of this notice for payment options and additional information

Tax Rate	Land Value Land Use Value	Building and Improvements	Total Value	Account No.	Map Number and Description	Acreage
.7400	76000	1,638,300.00	1,714,300.00	000153702	28A4 A 4A NORTH FORK MANOR 28A4 A 4A	7.19
Line #	Tax Year	Ticket Number	TAX	Adjustments & Payments	TOTAL DUE	
1	2023	3538	12,685.82	0.00	12,685.82	
TOTAL DUE THROUGH December 05, 2023						12,685.82

12124PRE2 8/17/23 K perf 3.5

Return this stub with payment

**SMYTH COUNTY
2023 REAL ESTATE TAX**

CHP NORTH FORK LLC



Tax Rate	Land Value Land Use Value	Building and Improvements	Total Value	Account No.	Map Number and Description	Acreage
.7400	76000	1,638,300.00	1,714,300.00	000153702	28A4 A 4A NORTH FORK MANOR 28A4 A 4A	7.19
Line #	Tax Year	Ticket Number	TAX	Adjustments & Payments	TOTAL DUE	
1	2023	3538	12,685.82	0.00	12,685.82	
TOTAL DUE THROUGH December 05, 2023						12,685.82

2023 Real Estate Taxes are due December 5, 2023

Tab F:

RESNET Rater Certification (MANDATORY)

R. RESNET Rater Certification

RESNET Rater Certification of Development Plans

Deal Name _____

Deal Address _____

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

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

In addition provide HERS rating documentation as specified in the manual

_____ **New Construction** – EnergyStar Certification

The development's design meets the criteria for the EnergyStar certification. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.

_____ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;

Or Must evidence a HERS Index of 80 or better

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

_____ **Adaptive Reuse** – Must evidence a HERS Index of 95 or lower.

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

Additional Optional Certifications

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

_____ **Earthcraft Certification** – The development's design meets the criteria to obtain Viridian's EarthCraft Multifamily program Gold certification or higher.

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

Additional Optional Certifications continued

_____ **National Green Building Standard (NGBS)** – The development’s design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification.

_____ **Enterprise Green Communities** – The development’s design meets the criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

_____ **Zero Energy Ready Homes**

_____ **Passive House**

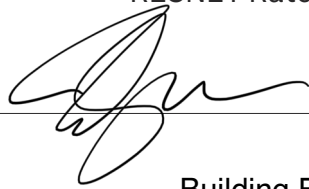
***** Please note Raters must have completed 500+ ratings in order to certify this form.**

Printed Name Jeffrey Sadler 3-2-24

RESNET Rater

Date

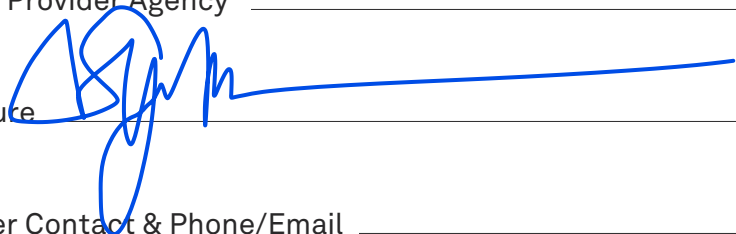
Signature



Resnet Provider Agency

Building Efficiency Resources

Signature



Provider Contact & Phone/Email

Project Overview:

The North Fork Manor renovation project consists of 56 dwelling units located in Saltville VA, with 52 townhouses and 4 single-story apartments. The project is seeking a HERS score that meets or exceeds the efficiency requirements for HIEE Substantial Rehabilitation (HERS \leq 70, or a 40% improvement from baseline).

Modeling Summary:

Dwelling unit modeling was done using Ekotrope 4.0.2. The modeling inputs were based on the proposed Architectural drawings by Arnold Design Studio, the spec sheet provided by New Ecology, and supplemental information from the original construction plans.

The projected HERS score for the worst case dwelling unit was an interior 2BR Townhouse, with a HERS rating of 62. Due to the low preliminary modeling results, Zip-R/heat pump water heaters were not included and air infiltration rates were left at 7ACH50.

The worst case unit type was also modeled using a heat pump water heater of 3.0 UEF (based on RHEEM PROPH 50 gal) and Zip-R continuous sheathing added to the exterior walls. The heat pump water heater improved the worst case unit type by 8 points and the Zip-R improved it by another 2 points.

Modeling Detail Notes:

Envelope

- Worst case orientation was used for all models
- Ambient walls include 1st FI with Brick, 2nd FI with Vinyl
- Zip-R was left out to match spec sheet and proposed architectural drawings
- Grade 3 insulation was assumed for all ambient walls with existing batt insulation
- Band areas were assumed 2x8 16" OC based on original plans
- 2nd Floor ceiling joists assumed 2x8 24" OC
- Attic insulation depth adjusted to reach overall value of R-49
- Roof surface color was assumed 'dark' for worst case scenario
- Window areas were based on original drawings
- Glazing and opaque door values were based on the spec sheet
- Blower door based on 7ACH50 per the spec sheet

Mechanical - HVAC

- Heat pump values based on the spec sheet. Condenser info is missing. Data will be needed for matched indoor/outdoor AHRI specs
- Duct leakage not specified. Assumed 4% duct leakage to the outdoors, 8% total duct leakage. All ductwork within conditioned space per the spec sheet

- ERV energy recovery % based on HVI data (67 ASRE at 85 CFM in heating mode)
- ERV flow rate based on spec sheet data for 2/3 BR unit. 4BR townhouse not provided and assumed 60 CFM, which complies with ASHRAE 62.2-2010
- Dehumidifier was not listed on the plans or specs, but was added due to HIEE requirements. Assumed MD33 wall-mount

Mechanical - Hot Water

- Water heater size/efficiency based on the spec sheet
- Assumed no pipe insulation or recirculation system
- Low flow water fixtures per the spec sheet

Appliances

- Range/oven assumed no induction/no convection
- Assumed HERS reference data for common area washer/dryer

Preliminary Modeling Results:				
Unit Type	Target HERS	HERS	Delta	Compliant (Y/N)
2BR TH - End	70	61	-9	Y
2BR TH - Interior	70	62	-8	Y
3BR TH - End	70	60	-10	Y
3BR TH - Interior	70	61	-9	Y
4BR TH - End	70	59	-11	Y
4BR TH - Interior	70	60	-10	Y
2BR Apt - 1st Fl	70	60	-10	Y
2BR Apt - 2nd Fl	70	56	-14	Y
3BR Apt - 1st Fl	70	61	-9	Y
3BR Apt - 1st Fl	70	57	-13	Y

HVAC Capacity Note:

The heat pump's rated capacity is approximately 4 kBtu/h lower than the assumed loads in the energy modeling for the 4BR Townhomes, 3 kBtu/h for the 3BR & 2BR Townhomes, 2 kBtu/h for the 3BR Apts, and 1 kBtu/h for the 2nd Fl 2BR Apt. It is recommended to verify equipment sizes with Manual J and S reports (including HPWH losses if used) to avoid the chances of under sizing heating equipment and using excessive backup heat. Projected modeling should be revised once equipment sizing is verified.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: 2JoN0wpl



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

\$1,005

*Relative to an average U.S. home

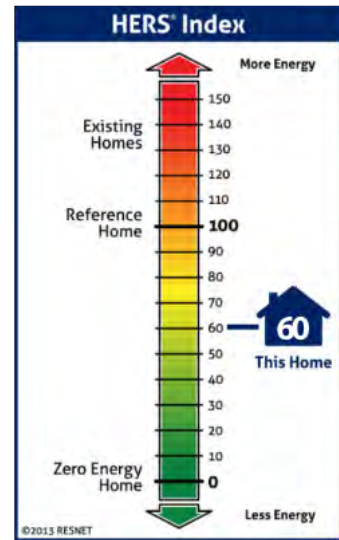
Home:
Elizabeth Street
Saltville, VA 24370

Builder:
CHP

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.7	\$227
Cooling	0.9	\$35
Hot Water	7.7	\$310
Lights/Appliances	13.3	\$533
Service Charges		\$0
Generation (e.g. Solar)	0.0	\$0
Total:	27.5	\$1,106

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	965 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 12.1 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	7 ACH50 (Adjusted Infiltration: 7.00 ACH50)
Ventilation:	50 CFM • 46 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-13
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.25, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Jeff Sadler
RESNET ID: 4828461

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Jeff Sadler

Jeff Sadler, Certified Energy Rater
Digitally signed: 3/8/24 at 8:37 AM



Ekotrope RATER - Version:4.0.2.3353

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder
CHP

General Building Information

Number Of Bedrooms	2
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	965
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	8,357
Total Units in Building	56
Residence Type	Apartment, inside unit
Number of Floors in Building	-
Floor Number	-
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

Name	Library Type	Perimeter	Floor Grade	Carpet R	Exposed Masonry Area	Surface Area	Location	Enclosing
Slab	R-5 Perimeter/Under 2'	75.5	On Grade	1	0	965.0 ft ²	Exposed Exterior	Conditioned Space

Slab Library List

Name	Wall Construction Type	Slab Completely Insulated?	Underslab Insulation Width [ft]	Perimeter Insulation Depth [ft]	Perimeter Insulation R Value	Perimeter Insulation Is Exterior	Thermal Break	Effective R-value
R-5 Perimeter/Under 2'	Wood Frame / Other	No	2	0.5	5	No	No	5.00

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder
CHP

Framed Floor

None Present

Framed Floor Library List

None Present

Rim Joist

Name	Library Type	Surface Area	Location
Adiabatic Band	Uninsulated Adiabatic Band	32.5 ft ²	Conditioned Space (Adiabatic)
Exterior Band	R-13 16" OC Grade 3	49.5 ft ²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-13 16" OC Grade 3	9.90
Uninsulated Adiabatic Band	0.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
1st Fl Exterior	Brick 2x4 R-13 FGB, Grade 3	Medium	605.0 ft ²	Exposed Exterior
Adiabatic Walls	2x4 R-11 FGB Adiabatic	Medium	396.0 ft ²	Conditioned Space (Adiabatic)

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder
CHP

Wall Library List

Name	Effective R-value
2x4 R-11 FGB Adiabatic	9.319
Brick 2x4 R-13 FGB, Grade 3	11.564

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
1st Fl Living Rm 1	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	0	0	0	East	16.7 ft ²
1st Floor Kitchen	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	0	0	0	West	20.0 ft ²
BR 1	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	0	0	0	East	16.7 ft ²
BR 2	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	0	0	0	West	16.7 ft ²
Sliding Glass Door	0.30 U / 0.27 SHGC	1st Fl Exterior		Yes	0	0	0	West	33.3 ft ²

Glazing Library List

Name	Shgc	U-factor
0.25 U / 0.40 SHGC	0.4	0.250
0.30 U / 0.27 SHGC	0.27	0.300

Skylight

None Present

Skylight Library List

None Present

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder
CHP

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	U - 0.14	1st Fl Exterior		0.9	0.75	Medium	20.0 ft ²	Exposed Exterior

Opaque Door Library List

Name	Effective R-value
U - 0.14	7.10

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
BR 2 Rear Attic	R-49 Cellulose over Blown FG, 2x8 24" OC	144	No	Dark	121.0 ft ²	Attic
Main Ceiling	2x8 16OC R-11 Grade 3 Adiabatic	844	No	Medium	844.0 ft ²	Conditioned Space (Adiabatic)

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
2x8 16OC R-11 Grade 3 Adiabatic	No	13.422
R-49 Cellulose over Blown FG, 2x8 24" OC	No	49.664

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
7 ACH at 50 Pa	To be blower-door tested	4

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder
CHP

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
ERV	50 CFM	24	46 Watts	Yes	67	EV90	Renewaire

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	100	0	100

Onsite Generation

None Present

Onsite Generation Library List

None Present

Solar Generation

None Present

Dehumidifier

Name	Library Type
Whole-house Dehu	Ultra MD-33

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder
CHP

Dehumidifier Library List

Name	Equipment Type	Capacity [pints/day]	Integrated Energy Factor [liters/kWh]
Ultra MD-33	Whole Home	33	2

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
Heat Pump	1 Ton 18SEER/ 12.1 HSPF		100%	100%	0%	Conditioned Space
Water Heater	UEF 0.93 55 gal.		0%	0%	100%	Conditioned Space

Equipment Type: 1 Ton 18SEER / 12.1 HSPF

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	12.1 HSPF
Heating Capacity [kBtu/h]	9.9
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	18 SEER
Cooling Capacity [kBtu/h]	12

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder

CHP

Equipment Type: UEF 0.93 55 gal.

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 Energy Factor
Tank Capacity (gal.)	55

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heat Pump
Cooling Equipment	Heat Pump
Sq. Feet Served	965
# Return Grilles	1
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	260.55
Return Duct Area [ft ²]	48.25
Leakage to Outdoors	4 CFM25 / 100 ft ²
Total Leakage	77.2 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

HVAC Grading

HVAC Grading Not Conducted

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 2BR ADA

2BR 1st Fl

Builder

CHP

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	Yes
At Least R3 Pipe Insulation?	No
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Timer Controls
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	400 kWh/Year
Annual Gas Cost	\$27.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	3
Imef	1
Defaults Type	HERS Reference
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Building Summary

Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder
CHP

Dishwasher

Dishwasher Defaults Type	Custom
Dishwasher Size	Standard
Dishwasher Efficiency	240 kWh
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No
Dishwasher Available	Yes

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	358 kWh/Year
Refrigerator Outside Conditioned Space?	No

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 2BR ADA
2BR 1st Fl

Builder

CHP

Notes

ZB 2-26-24:

***Initial Results from Spec Sheet only**

- Worst Case Orientation used for all models
- Ambient walls include 1st Fl with Brick, 2nd Fl with Vinyl. Left without Zip-R to match proposed Architectural drawings
- Grade 3 assumed for ambient wall existing batt insulation
- band areas assumed 2x8 16"OC based on original plans
- Assumed 2nd Fl ceiling joists 2x8 24" OC
- adjusted blown insulation depths to reach R-49 total (8" blown cellulose over existing)
- Roof surface color assumed dark for worst case
- window areas based on original plans
- glazing per spec sheet
- opaque door per spec sheet
- Blower door 7ACH50 per spec sheet
- Heat Pump values per specs. Missing condenser info, will need for matched indoor/outdoor AHRI specs
- WH based on UEF 0.93 55 gal from spec sheet
- duct leakage not specified. Assumed 4% LTO and 8% TL for now (spec sheet states all new ductwork)
- ERV energy recovery % based on HVI data (67 ASRE at 85 CFM in heating mode)
- ERV flow rate based on spec sheet
- dehumidifier not listed on plans, but added due to HIEE requirements. Assumed MD33 wall mount
- Mechanical ventilation rate left at 60 CFM (spec sheet does not include design CFM for 4BR units)
- Assumed no hot water pipe insulation
- range hood assumed non-convection or induction
- common washer and dryer utilizing HERS reference. Listed as N/A on spec sheet

**the heat pump's rated capacity is approximately 1 kBtu/h lower than the assumed heating loads in the energy modeling for the 1st Fl dwelling unit. Recommend verifying equipment size with Manual J and S to avoid undersized heating equipment and excessive backup heat.

1st Fl Unit - Projected HERS 60

2nd Fl Unit - Project HERS 56

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: Lbplq16v



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

\$1,080

*Relative to an average U.S. home

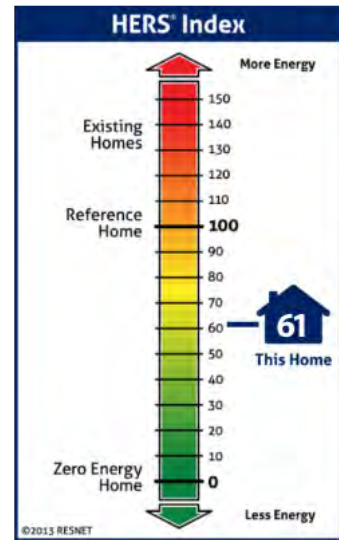
Home:
Elizabeth Street
Saltville, VA 24370

Builder:
CHP

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.5	\$303
Cooling	0.8	\$33
Hot Water	7.7	\$311
Lights/Appliances	13.0	\$523
Service Charges		\$0
Generation (e.g. Solar)	0.0	\$0
Total:	29.1	\$1,170

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	905 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 12.1 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	7 ACH50 (Adjusted Infiltration: 7.00 ACH50)
Ventilation:	50 CFM • 46 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-13
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.25, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Jeff Sadler
RESNET ID: 4828461

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Jeff Sadler

Jeff Sadler, Certified Energy Rater
Digitally signed: 3/8/24 at 8:37 AM



Ekotrope RATER - Version:4.0.2.3353

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder
CHP

General Building Information

Number Of Bedrooms	2
Number Of Floors	2
Conditioned Floor Area [sq. ft.]	905
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	7,547
Total Units in Building	56
Residence Type	Townhouse, end unit
Number of Floors in Building	-
Floor Number	-
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

Name	Library Type	Perimeter	Floor Grade	Carpet R	Exposed Masonry Area	Surface Area	Location	Enclosing
Slab	R-5 Perimeter/Under 2'	62.5	On Grade	1	0	464.8 ft ²	Exposed Exterior	Conditioned Space

Slab Library List

Name	Wall Construction Type	Slab Completely Insulated?	Underslab Insulation Width [ft]	Perimeter Insulation Depth [ft]	Perimeter Insulation R Value	Perimeter Insulation Is Exterior	Thermal Break	Effective R-value
R-5 Perimeter/Under 2'	Wood Frame / Other	No	2	0.5	5	No	No	5.00

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder
CHP

Framed Floor

None Present

Framed Floor Library List

None Present

Rim Joist

Name	Library Type	Surface Area	Location
Adiabatic Band	Uninsulated Adiabatic Band	18.0 ft ²	Conditioned Space (Adiabatic)
Exterior Band	R-13 16" OC Grade 3	41.3 ft ²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-13 16" OC Grade 3	9.90
Uninsulated Adiabatic Band	0.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
1st Fl Exterior	Brick 2x4 R-13 FGB, Grade 3	Medium	501.0 ft ²	Exposed Exterior
2nd Fl Exterior	Vinyl 2x4 R-13 FGB, Grade 3	Medium	501.0 ft ²	Exposed Exterior
Adiabatic Walls	2x4 R-11 FGB Adiabatic	Medium	438.5 ft ²	Conditioned Space (Adiabatic)

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder
CHP

Wall Library List

Name	Effective R-value
2x4 R-11 FGB Adiabatic	9.319
Brick 2x4 R-13 FGB, Grade 3	11.564
Vinyl 2x4 R-13 FGB, Grade 3	11.162

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
1st Fl Living Rm	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	0	0	0	West	20.0 ft ²
1st Floor Kitchen	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	0	0	0	East	9.0 ft ²
2nd Fl BR 1	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	West	16.0 ft ²
2nd Fl BR 2	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	East	16.0 ft ²
Sliding Glass Door	0.30 U / 0.27 SHGC	1st Fl Exterior		Yes	0	0	0	East	33.3 ft ²

Glazing Library List

Name	Shgc	U-factor
0.25 U / 0.40 SHGC	0.4	0.250
0.30 U / 0.27 SHGC	0.27	0.300

Skylight

None Present

Skylight Library List

None Present

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder
CHP

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	U - 0.14	1st Fl Exterior		0.9	0.75	Medium	20.0 ft ²	Exposed Exterior

Opaque Door Library List

Name	Effective R-value
U - 0.14	7.10

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
2nd Fl Attic	R-49 Cellulose over Blown FG, 2x8 24" OC	554	No	Dark	466.0 ft ²	Attic

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
R-49 Cellulose over Blown FG, 2x8 24" OC	No	49.664

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
7 ACH at 50 Pa	To be blower-door tested	4

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
ERV	50 CFM	24	46 Watts	Yes	67	EV90	Renewaire

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder
CHP

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	100	0	100

Onsite Generation

None Present

Onsite Generation Library List

None Present

Solar Generation

None Present

Dehumidifier

Name	Library Type
Whole-house Dehu	Ultra MD-33

Dehumidifier Library List

Name	Equipment Type	Capacity [pints/day]	Integrated Energy Factor [liters/kWh]
Ultra MD-33	Whole Home	33	2

Whole House Fan

None Present

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder
CHP

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
Heat Pump	1 Ton 18SEER / 12.1 HSPF		100%	100%	0%	Conditioned Space
Water Heater	UEF 0.93 55 gal.		0%	0%	100%	Conditioned Space

Equipment Type: 1 Ton 18SEER / 12.1 HSPF

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	12.1 HSPF
Heating Capacity [kBtu/h]	9.9
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	18 SEER
Cooling Capacity [kBtu/h]	12

Equipment Type: UEF 0.93 55 gal.

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 Energy Factor
Tank Capacity (gal.)	55

Building Summary

Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder
CHP

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heat Pump
Cooling Equipment	Heat Pump
Sq. Feet Served	905
# Return Grilles	2
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	244.35
Return Duct Area [ft ²]	90.5
Leakage to Outdoors	4 CFM25 / 100 ft ²
Total Leakage	72.4 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

HVAC Grading

HVAC Grading Not Conducted

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder

CHP

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	Yes
At Least R3 Pipe Insulation?	No
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Timer Controls
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	400 kWh/Year
Annual Gas Cost	\$27.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	3
Imef	1
Defaults Type	HERS Reference
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Dishwasher

Dishwasher Defaults Type	Custom
Dishwasher Size	Standard
Dishwasher Efficiency	240 kWh
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No
Dishwasher Available	Yes

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 2BR TH
2BR TH - End

Builder
CHP

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	358 kWh/Year
Refrigerator Outside Conditioned Space?	No

Notes

ZB 2-25-24:

*Initial Results from Spec Sheet only

- Worst Case Orientation used for all models
- Ambient walls include 1st Fl with Brick, 2nd Fl with Vinyl. Left without Zip-R to match proposed Architectural drawings
- Grade 3 assumed for ambient wall existing batt insulation
- band areas assumed 2x8 16"OC based on original plans
- Assumed 2nd Fl ceiling joists 2x8 24" OC
- adjusted blown insulation depths to reach R-49 total (8" blown cellulose over existing)
- Roof surface color assumed dark for worst case
- window areas based on original plans
- glazing per spec sheet
- opaque door per spec sheet
- Blower door 7ACH50 per spec sheet
- Heat Pump values per specs. Missing condenser info, will need for matched indoor/outdoor AHRI specs
- WH based on UEF 0.93 55 gal from spec sheet
- duct leakage not specified. Assumed 4% LTO and 8% TL for now (spec sheet states all new ductwork)
- ERV energy recovery % based on HVI data (67 ASRE at 85 CFM in heating mode)
- ERV flow rate based on spec sheet
- dehumidifier not listed on plans, but added due to HIEE requirements. Assumed MD33 wall mount
- Assumed no hot water pipe insulation
- range hood assumed non-convection or induction
- common washer and dryer utilizing HERS reference. Listed as N/A on spec sheet

**the heat pump's rated capacity is approximately 3 kBtu/h lower than the assumed heating loads in the energy modeling. Recommend verifying equipment size with Manual J and S to avoid undersized heating equipment and excessive backup heat.

End Unit - Projected HERS 61

Int Unit - Project HERS 62

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: dxm7gkwv



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

\$1,060

*Relative to an average U.S. home

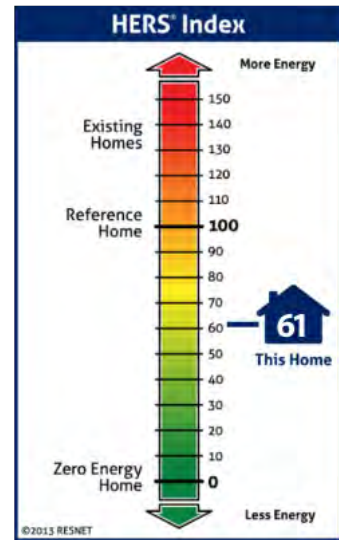
Home:
Elizabeth Street
Saltville, VA 24370

Builder:
CHP

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.3	\$253
Cooling	1.0	\$39
Hot Water	7.7	\$310
Lights/Appliances	13.8	\$555
Service Charges		\$0
Generation (e.g. Solar)	0.0	\$0
Total:	28.8	\$1,158

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,112 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 12.1 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	7 ACH50 (Adjusted Infiltration: 7.00 ACH50)
Ventilation:	60 CFM • 46 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.25, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Jeff Sadler
RESNET ID: 4828461

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Jeff Sadler

Jeff Sadler, Certified Energy Rater
Digitally signed: 3/8/24 at 8:37 AM



Ekotrope RATER - Version:4.0.2.3353

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder
CHP

General Building Information

Number Of Bedrooms	2
Number Of Floors	1
Conditioned Floor Area [sq. ft.]	1,112
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	9,628
Total Units in Building	56
Residence Type	Apartment, inside unit
Number of Floors in Building	-
Floor Number	-
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

Name	Library Type	Perimeter	Floor Grade	Carpet R	Exposed Masonry Area	Surface Area	Location	Enclosing
Slab	R-5 Perimeter/Under 2'	78.5	On Grade	1	0	1,112.0 ft ²	Exposed Exterior	Conditioned Space

Slab Library List

Name	Wall Construction Type	Slab Completely Insulated?	Underslab Insulation Width [ft]	Perimeter Insulation Depth [ft]	Perimeter Insulation R Value	Perimeter Insulation Is Exterior	Thermal Break	Effective R-value
R-5 Perimeter/Under 2'	Wood Frame / Other	No	2	0.5	5	No	No	5.00

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder
CHP

Framed Floor

None Present

Framed Floor Library List

None Present

Rim Joist

Name	Library Type	Surface Area	Location
Adiabatic Band	Uninsulated Adiabatic Band	35.0 ft ²	Conditioned Space (Adiabatic)
Exterior Band	R-13 16" OC Grade 3	52.0 ft ²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-13 16" OC Grade 3	9.90
Uninsulated Adiabatic Band	0.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
1st Fl Exterior	Brick 2x4 R-13 FGB, Grade 3	Medium	629.0 ft ²	Exposed Exterior
Adiabatic Walls	2x4 R-11 FGB Adiabatic	Medium	421.0 ft ²	Conditioned Space (Adiabatic)

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder
CHP

Wall Library List

Name	Effective R-value
2x4 R-11 FGB Adiabatic	9.319
Brick 2x4 R-13 FGB, Grade 3	11.564

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
1st Fl Living Rm 1	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	1.33	1	5	West	16.7 ft ²
1st Fl Living Rm 2	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	1.33	1	5	West	16.7 ft ²
1st Floor Kitchen	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	2	1	5	East	20.0 ft ²
BR 1 #1	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	1.33	1	5	West	16.7 ft ²
BR 1 #2	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	1.33	1	5	West	16.7 ft ²
BR 2	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	2	1	5	East	16.0 ft ²
BR 3	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	2	1	5	East	16.0 ft ²
French Patio Door	0.30 U / 0.27 SHGC	1st Fl Exterior		Yes	2	1.33	6.66	East	33.3 ft ²

Glazing Library List

Name	Shgc	U-factor
0.25 U / 0.40 SHGC	0.4	0.250
0.30 U / 0.27 SHGC	0.27	0.300

Skylight

None Present

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder
CHP

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Front Door	U - 0.14	1st Fl Exterior		0.9	0.75	Medium	20.0 ft ²	Exposed Exterior

Opaque Door Library List

Name	Effective R-value
U - 0.14	7.10

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
Main Ceiling	2x8 16OC R-11 Grade 3 Adiabatic	1,112	No	Medium	1,112.0 ft ²	Conditioned Space (Adiabatic)

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
2x8 16OC R-11 Grade 3 Adiabatic	No	13.422

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
7 ACH at 50 Pa	To be blower-door tested	4

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder
CHP

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
ERV	60 CFM	24	46 Watts	Yes	67	EV90	Renewaire

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	100	0	100

Onsite Generation

None Present

Onsite Generation Library List

None Present

Solar Generation

None Present

Dehumidifier

Name	Library Type
Whole-house Dehu	Ultra MD-33

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder
CHP

Dehumidifier Library List

Name	Equipment Type	Capacity [pints/day]	Integrated Energy Factor [liters/kWh]
Ultra MD-33	Whole Home	33	2

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
Heat Pump	1 Ton 18SEER/ 12.1 HSPF		100%	100%	0%	Conditioned Space
Water Heater	UEF 0.93 55 gal.		0%	0%	100%	Conditioned Space

Equipment Type: 1 Ton 18SEER / 12.1 HSPF

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	12.1 HSPF
Heating Capacity [kBtu/h]	9.9
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	18 SEER
Cooling Capacity [kBtu/h]	12

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder

CHP

Equipment Type: UEF 0.93 55 gal.

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 Energy Factor
Tank Capacity (gal.)	55

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heat Pump
Cooling Equipment	Heat Pump
Sq. Feet Served	1,112
# Return Grilles	2
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	300.24
Return Duct Area [ft ²]	111.2
Leakage to Outdoors	4 CFM25 / 100 ft ²
Total Leakage	88.96 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

HVAC Grading

HVAC Grading Not Conducted

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 3BR ADA

3BR 1st Fl

Builder

CHP

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	Yes
At Least R3 Pipe Insulation?	No
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Timer Controls
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	400 kWh/Year
Annual Gas Cost	\$27.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	3
Imef	1
Defaults Type	HERS Reference
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Building Summary

Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder
CHP

Dishwasher

Dishwasher Defaults Type	Custom
Dishwasher Size	Standard
Dishwasher Efficiency	240 kWh
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No
Dishwasher Available	Yes

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	358 kWh/Year
Refrigerator Outside Conditioned Space?	No

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 3BR ADA
3BR 1st Fl

Builder

CHP

Notes

ZB 2-26-24:

***Initial Results from Spec Sheet only**

- Worst Case Orientation used for all models
- Ambient walls include 1st Fl with Brick, 2nd Fl with Vinyl. Left without Zip-R to match proposed Architectural drawings
- Grade 3 assumed for ambient wall existing batt insulation
- band areas assumed 2x8 16"OC based on original plans
- Assumed 2nd Fl ceiling joists 2x8 24" OC
- adjusted blown insulation depths to reach R-49 total (8" blown cellulose over existing)
- Roof surface color assumed dark for worst case
- window areas based on original plans
- glazing per spec sheet
- opaque door per spec sheet
- Blower door 7ACH50 per spec sheet
- Heat Pump values per specs. Missing condenser info, will need for matched indoor/outdoor AHRI specs
- WH based on UEF 0.93 55 gal from spec sheet
- duct leakage not specified. Assumed 4% LTO and 8% TL for now (spec sheet states all new ductwork)
- ERV energy recovery % based on HVI data (67 ASRE at 85 CFM in heating mode)
- ERV flow rate based on spec sheet
- dehumidifier not listed on plans, but added due to HIEE requirements. Assumed MD33 wall mount
- Mechanical ventilation rate left at 60 CFM (spec sheet does not include design CFM for 4BR units)
- Assumed no hot water pipe insulation
- range hood assumed non-convection or induction
- common washer and dryer utilizing HERS reference. Listed as N/A on spec sheet

**the heat pump's rated capacity is approximately 2 kBtu/h lower than the assumed heating loads in the energy modeling. Recommend verifying equipment size with Manual J and S to avoid undersized heating equipment and excessive backup heat.

1st Fl Unit - Projected HERS 61

2nd Fl Unit - Project HERS 57

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vwYqbxel



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

\$1,353

*Relative to an average U.S. home

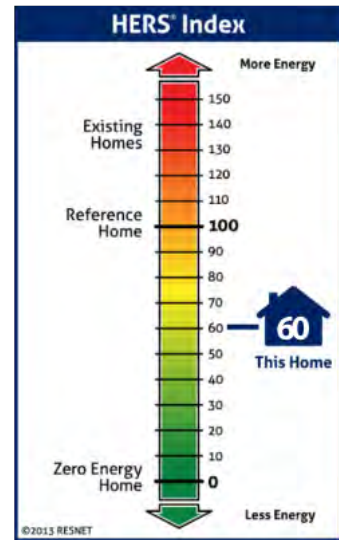
Home:
Elizabeth Street
Saltville, VA 24370

Builder:
CHP

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.4	\$376
Cooling	1.1	\$44
Hot Water	9.5	\$382
Lights/Appliances	15.3	\$615
Service Charges		\$0
Generation (e.g. Solar)	0.0	\$0
Total:	35.3	\$1,418

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,241 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 12.1 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	7 ACH50 (Adjusted Infiltration: 7.00 ACH50)
Ventilation:	60 CFM • 46 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-13
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.25, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-20

Rating Completed by:

Energy Rater: Jeff Sadler
RESNET ID: 4828461

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Jeff Sadler

Jeff Sadler, Certified Energy Rater
Digitally signed: 3/8/24 at 8:37 AM



Ekotrope RATER - Version:4.0.2.3353

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

General Building Information

Number Of Bedrooms	3
Number Of Floors	2
Conditioned Floor Area [sq. ft.]	1,241
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	10,324
Total Units in Building	56
Residence Type	Townhouse, end unit
Number of Floors in Building	-
Floor Number	-
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

Name	Library Type	Perimeter	Floor Grade	Carpet R	Exposed Masonry Area	Surface Area	Location	Enclosing
Slab	R-5 Perimeter/Under 2'	72	On Grade	1	0	599.0 ft ²	Exposed Exterior	Conditioned Space

Slab Library List

Name	Wall Construction Type	Slab Completely Insulated?	Underslab Insulation Width [ft]	Perimeter Insulation Depth [ft]	Perimeter Insulation R Value	Perimeter Insulation Is Exterior	Thermal Break	Effective R-value
R-5 Perimeter/Under 2'	Wood Frame / Other	No	2	0.5	5	No	No	5.00

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
2nd Fl Cantilever	2x8 16OC R-19 FGB Grade 3	0	Above Grade	61.5 ft ²	Exposed Exterior

Framed Floor Library List

Name	Effective R-value
2x8 16OC R-19 FGB Grade 3	17.751

Rim Joist

Name	Library Type	Surface Area	Location
Adiabatic Band	Uninsulated Adiabatic Band	21.0 ft ²	Conditioned Space (Adiabatic)
Exterior Band	R-13 16" OC Grade 3	50.0 ft ²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-13 16" OC Grade 3	9.90
Uninsulated Adiabatic Band	0.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
1st Fl Exterior	Brick 2x4 R-13 FGB, Grade 3	Medium	576.0 ft ²	Exposed Exterior
2nd Fl Exterior	Vinyl 2x4 R-13 FGB, Grade 3	Medium	584.5 ft ²	Exposed Exterior
Adiabatic Walls	2x4 R-11 FGB Adiabatic	Medium	497.0 ft ²	Conditioned Space (Adiabatic)

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

Wall Library List

Name	Effective R-value
2x4 R-11 FGB Adiabatic	9.319
Brick 2x4 R-13 FGB, Grade 3	11.564
Vinyl 2x4 R-13 FGB, Grade 3	11.162

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
1st Fl Living Rm 1	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	1.33	1	5	West	16.7 ft ²
1st Fl Living Rm 2	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	1.33	1	5	West	16.7 ft ²
1st Floor Kitchen	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	2	1	4	East	9.0 ft ²
2nd Fl BR 1	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	West	13.3 ft ²
2nd Fl BR 1 (#2)	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	West	13.3 ft ²
2nd Fl BR 2	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	East	16.0 ft ²
2nd Fl BR 3	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	East	16.0 ft ²
Sliding Glass Door	0.30 U / 0.27 SHGC	1st Fl Exterior		Yes	2	1.33	8	East	33.3 ft ²

Glazing Library List

Name	Shgc	U-factor
0.25 U / 0.40 SHGC	0.4	0.250
0.30 U / 0.27 SHGC	0.27	0.300

Skylight

None Present

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	U - 0.14	1st Fl Exterior		0.9	0.75	Medium	20.0 ft ²	Exposed Exterior

Opaque Door Library List

Name	Effective R-value
U - 0.14	7.10

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
2nd Fl Attic	R-49 Cellulose over Blown FG, 2x8 24" OC	790	No	Dark	664.0 ft ²	Attic

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
R-49 Cellulose over Blown FG, 2x8 24" OC	No	49.664

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
7 ACH at 50 Pa	To be blower-door tested	4

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
ERV	60 CFM	24	46 Watts	Yes	67	EV90	Renewaire

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	100	0	100

Onsite Generation

None Present

Onsite Generation Library List

None Present

Solar Generation

None Present

Dehumidifier

Name	Library Type
Whole-house Dehu	Ultra MD-33

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

Dehumidifier Library List

Name	Equipment Type	Capacity [pints/day]	Integrated Energy Factor [liters/kWh]
Ultra MD-33	Whole Home	33	2

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
Heat Pump	1 Ton 18SEER/ 12.1 HSPF		100%	100%	0%	Conditioned Space
Water Heater	UEF 0.93 55 gal.		0%	0%	100%	Conditioned Space

Equipment Type: 1 Ton 18SEER / 12.1 HSPF

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	12.1 HSPF
Heating Capacity [kBtu/h]	9.9
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	18 SEER
Cooling Capacity [kBtu/h]	12

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder

CHP

Equipment Type: UEF 0.93 55 gal.

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 Energy Factor
Tank Capacity (gal.)	55

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heat Pump
Cooling Equipment	Heat Pump
Sq. Feet Served	1,241
# Return Grilles	2
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	335.07
Return Duct Area [ft ²]	124.1
Leakage to Outdoors	4 CFM25 / 100 ft ²
Total Leakage	99.28 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

HVAC Grading

HVAC Grading Not Conducted

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	Yes
At Least R3 Pipe Insulation?	No
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Timer Controls
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	400 kWh/Year
Annual Gas Cost	\$27.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	3
Imef	1
Defaults Type	HERS Reference
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

Dishwasher

Dishwasher Defaults Type	Custom
Dishwasher Size	Standard
Dishwasher Efficiency	240 kWh
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No
Dishwasher Available	Yes

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	358 kWh/Year
Refrigerator Outside Conditioned Space?	No

Building Summary

Property

Elizabeth Street
Saltville, VA 24370

Organization

Ecovative Energy Inc.
Jeff Sadler

Inspection Status

Results are projected

North Fork Manor - 3BR TH
3BR TH - End

Builder
CHP

Notes

ZB 2-26-24:

***Initial Results from Spec Sheet only**

- Worst Case Orientation used for all models
- Ambient walls include 1st Fl with Brick, 2nd Fl with Vinyl. Left without Zip-R to match proposed Architectural drawings
- Grade 3 assumed for ambient wall existing batt insulation
- band areas assumed 2x8 16"OC based on original plans
- Assumed 2nd Fl ceiling joists 2x8 24" OC
- adjusted blown insulation depths to reach R-49 total (8" blown cellulose over existing)
- Roof surface color assumed dark for worst case
- window areas based on original plans
- glazing per spec sheet
- opaque door per spec sheet
- Blower door 7ACH50 per spec sheet
- Heat Pump values per specs. Missing condenser info, will need for matched indoor/outdoor AHRI specs
- WH based on UEF 0.93 55 gal from spec sheet
- duct leakage not specified. Assumed 4% LTO and 8% TL for now (spec sheet states all new ductwork)
- ERV energy recovery % based on HVI data (67 ASRE at 85 CFM in heating mode)
- ERV flow rate based on spec sheet
- dehumidifier not listed on plans, but added due to HIEE requirements. Assumed MD33 wall mount
- Assumed no hot water pipe insulation
- range hood assumed non-convection or induction
- common washer and dryer utilizing HERS reference. Listed as N/A on spec sheet

**the heat pump's rated capacity is approximately 3 kBtu/h lower than the assumed heating loads in the energy modeling. Recommend verifying equipment size with Manual J and S to avoid undersized heating equipment and excessive backup heat.

End Unit - Projected HERS 60

Int Unit - Project HERS 61

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date:
Registry ID:
Ekotrope ID: vng93692



HERS® Index Score:

59

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

\$1,516

*Relative to an average U.S. home

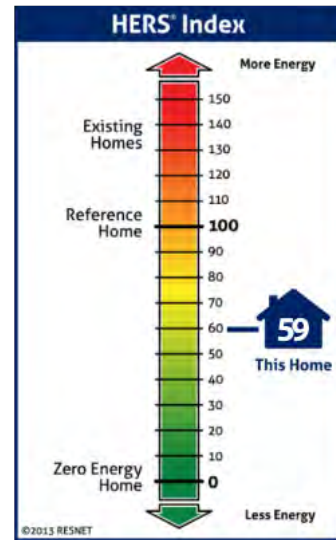
Home:
Elizabeth Street
Saltville, VA 24370

Builder:
CHP

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.8	\$393
Cooling	1.2	\$50
Hot Water	11.2	\$451
Lights/Appliances	16.9	\$678
Service Charges		\$0
Generation (e.g. Solar)	0.0	\$0
Total:	39.1	\$1,570

This home meets or exceeds the criteria of the following:



Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,393 ft ²
Number of Bedrooms:	4
Primary Heating System:	Air Source Heat Pump • Electric • 12.1 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 18 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	7 ACH50 (Adjusted Infiltration: 7.00 ACH50)
Ventilation:	60 CFM • 46 Watts • ERV
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-13
Ceiling:	Attic, R-50
Window Type:	U-Value: 0.25, SHGC: 0.4
Foundation Walls:	N/A
Framed Floor:	R-20

Rating Completed by:

Energy Rater: Jeff Sadler
RESNET ID: 4828461

Rating Company: Ecovative Energy Inc.
1102 Buckingham Avenue, Norfolk VA 23508
757-655-3261

Rating Provider: Building Efficiency Resources
PO Box 1769 Brevard, NC 28712
800-399-9620



Jeff Sadler

Jeff Sadler, Certified Energy Rater
Digitally signed: 3/8/24 at 8:37 AM



Ekotrope RATER - Version:4.0.2.3353

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

Building Summary



Property
Elizabeth Street
Saltville, VA 24370

Organization
Ecovative Energy Inc.
Jeff Sadler

Inspection Status
Results are projected

North Fork Manor - 4BR TH
4BR TH - End

Builder
CHP

General Building Information

Number Of Bedrooms	4
Number Of Floors	2
Conditioned Floor Area [sq. ft.]	1,393
Has Electric Vehicle Ready Space	No
Unconditioned, attached garage?	No
Conditioned Volume [cu. ft.]	11,590
Total Units in Building	56
Residence Type	Townhouse, end unit
Number of Floors in Building	-
Floor Number	-
Model	
Community	
RESNET/IECC 2006-2018 Climate Zone	4A
IECC 2021 Climate Zone	4A

Foundation Wall

None Present

Foundation Wall Library List

None Present

Slab

Name	Library Type	Perimeter	Floor Grade	Carpet R	Exposed Masonry Area	Surface Area	Location	Enclosing
Slab	R-5 Perimeter/Under 2'	74.5	On Grade	1	0	681.0 ft ²	Exposed Exterior	Conditioned Space

Slab Library List

Name	Wall Construction Type	Slab Completely Insulated?	Underslab Insulation Width [ft]	Perimeter Insulation Depth [ft]	Perimeter Insulation R Value	Perimeter Insulation Is Exterior	Thermal Break	Effective R-value
R-5 Perimeter/Under 2'	Wood Frame / Other	No	2	0.5	5	No	No	5.00

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Framed Floor

Name	Library Type	Carpet R	Floor Grade	Surface Area	Location
2nd Fl Cantilever	2x8 16OC R-19 FGB Grade 3	0	Above Grade	81.3 ft ²	Exposed Exterior

Framed Floor Library List

Name	Effective R-value
2x8 16OC R-19 FGB Grade 3	17.751

Rim Joist

Name	Library Type	Surface Area	Location
Adiabatic Band	Uninsulated Adiabatic Band	22.5 ft ²	Conditioned Space (Adiabatic)
Exterior Band	R-13 16" OC Grade 3	50.5 ft ²	Exposed Exterior

Rim Joist Library List

Name	Effective Insulation R-value
R-13 16" OC Grade 3	9.90
Uninsulated Adiabatic Band	0.00

Wall

Name	Library Type	Surface Color	Surface Area	Location
1st Fl Exterior	Brick 2x4 R-13 FGB, Grade 3	Medium	597.0 ft ²	Exposed Exterior
2nd Fl Exterior	Vinyl 2x4 R-13 FGB, Grade 3	Medium	614.5 ft ²	Exposed Exterior
Adiabatic Walls	2x4 R-11 FGB Adiabatic	Medium	524.0 ft ²	Conditioned Space (Adiabatic)

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Wall Library List

Name	Effective R-value
2x4 R-11 FGB Adiabatic	9.319
Brick 2x4 R-13 FGB, Grade 3	11.564
Vinyl 2x4 R-13 FGB, Grade 3	11.162

Glazing

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Is Operable	Overhang Depth	Overhang Ft To Top	Overhang Ft To Bottom	Orientation	Surface Area
1st Fl Living Rm 1	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	2	1	5	East	16.7 ft ²
1st Fl Living Rm 2	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	2	1	5	East	16.7 ft ²
1st Floor Kitchen	0.25 U / 0.40 SHGC	1st Fl Exterior		Yes	2	1	4	West	9.0 ft ²
2nd Fl BR 1	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	East	16.0 ft ²
2nd Fl BR 2	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	East	16.0 ft ²
2nd Fl BR 3	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	West	16.0 ft ²
2nd Fl BR 4	0.25 U / 0.40 SHGC	2nd Fl Exterior		Yes	1	1	5	West	16.0 ft ²
Sliding Glass Door	0.30 U / 0.27 SHGC	1st Fl Exterior		Yes	2	1.33	8	West	33.3 ft ²

Glazing Library List

Name	Shgc	U-factor
0.25 U / 0.40 SHGC	0.4	0.250
0.30 U / 0.27 SHGC	0.27	0.300

Skylight

None Present

Building Summary



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4BR TH - End

Builder
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Skylight Library List

None Present

Opaque Door

Name	Library Type	Wall Assignment	Foundation Wall Assignment	Emittance	Solar Absorptance	Surface Color	Surface Area	Location
Opaque Door	U - 0.14	1st Fl Exterior		0.9	0.75	Medium	20.0 ft ²	Exposed Exterior

Opaque Door Library List

Name	Effective R-value
U - 0.14	7.10

Roof Insulation

Name	Library Type	Attic Exterior Area [ft ²]	Clay or Concrete Roof Tiles	Surface Color	Surface Area	Location
2nd Fl Attic	R-49 Cellulose over Blown FG, 2x8 24" OC	893	No	Dark	751.0 ft ²	Attic

Roof Insulation Library List

Name	Has Radiant Barrier	Effective R-value
R-49 Cellulose over Blown FG, 2x8 24" OC	No	49.664

Whole House Infiltration

Infiltration	Measurement Type	Shelter Class
7 ACH at 50 Pa	To be blower-door tested	4

Building Summary



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Mechanical Ventilation

Ventilation Type	Ventilation Rate [ft ³ / Minute]	Operational hours per day	Fan Watts	Runs once every three hours	Energy Recovery Percent	Model Number	Manufacturer
ERV	60 CFM	24	46 Watts	Yes	67	EV90	Renewaire

Lighting

% Interior Fluorescent Lighting	% Interior LED Lighting	% Exterior Fluorescent Lighting	% Exterior LED Lighting	% Garage Fluorescent Lighting	% Garage LED Lighting
0	100	0	100	0	100

Onsite Generation

None Present

Onsite Generation Library List

None Present

Solar Generation

None Present

Dehumidifier

Name	Library Type
Whole-house Dehu	Ultra MD-33

Building Summary



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Builder
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Dehumidifier Library List

Name	Equipment Type	Capacity [pints/day]	Integrated Energy Factor [liters/kWh]
Ultra MD-33	Whole Home	33	2

Whole House Fan

None Present

Whole House Fan Library List

None Present

Conditioning Equipment

Name	Library Type	Serial Number	Heating Percent Load	Cooling Percent Load	Hot Water Percent Load	Location
Heat Pump	1 Ton 18SEER/ 12.1 HSPF		100%	100%	0%	Conditioned Space
Water Heater	UEF 0.93 55 gal.		0%	0%	100%	Conditioned Space

Equipment Type: 1 Ton 18SEER / 12.1 HSPF

Equipment Type	Air Source Heat Pump
Fuel Type	Electric
Distribution Type	Forced Air
Motor Type	ECM (Variable Speed)
Heat Pump System Type	Split System
Heating Efficiency	12.1 HSPF
Heating Capacity [kBtu/h]	9.9
Backup Fuel Type	Electric
Switchover Temperature [°F]	0
Backup Heating Efficiency	1 Adjusted Efficiency
Use default Supplemental Heat	Yes
Cooling Efficiency	18 SEER
Cooling Capacity [kBtu/h]	12

Building Summary

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4BR TH - End

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CHP

Equipment Type: UEF 0.93 55 gal.

Equipment Type	Residential Water Heater
Fuel Type	Electric
Distribution Type	Hydronic Delivery (Radiant)
Hot Water Efficiency	0.93 Energy Factor
Tank Capacity (gal.)	55

Distribution System

Distribution Type	Forced Air
Heating Equipment	Heat Pump
Cooling Equipment	Heat Pump
Sq. Feet Served	1,393
# Return Grilles	2
Supply Duct R Value	6
Return Duct R Value	6
Supply Duct Area [ft ²]	376.11
Return Duct Area [ft ²]	139.3
Leakage to Outdoors	4 CFM25 / 100 ft ²
Total Leakage	111.44 CFM25
Total Leakage Duct Test Conditions	Post-Construction
Use Default Flow Rate	Yes
Duct 1	
Duct Location	Conditioned Space
Percent Supply Area	100
Percent Return Area	100
Duct 2	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 3	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 4	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 5	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0
Duct 6	
Duct Location	Conditioned Space
Percent Supply Area	0
Percent Return Area	0

HVAC Grading

HVAC Grading Not Conducted

Building Summary

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Results are projected

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4BR TH - End

Builder
CHP

Ceiling Fan

Has Ceiling Fan	No
Cfm Per Watt	70.42253521

Water Distribution

Water Fixture Type	Low-flow
Use Default Hot Water Pipe Length	Yes
At Least R3 Pipe Insulation?	No
Hot Water Recirculation System?	No
Recirculation System Pipe Loop Length [ft]	170
Drain Water Heat Recovery?	No

Clothes Dryer

Cef	3.01
Fuel Type	Electric
Field Utilization	Timer Controls
Is Outside Conditioned Space	No
Clothes Dryer Available	Yes
Defaults Type	HERS Reference

Clothes Washer

Label Energy Rating	400 kWh/Year
Annual Gas Cost	\$27.00
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Capacity	3
Imef	1
Defaults Type	HERS Reference
Load Type	Front-load
Loads Per Week	6
Is Outside Conditioned Space	No
Clothes Washer Available	Yes

Building Summary

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Builder
CHP

Dishwasher

Dishwasher Defaults Type	Custom
Dishwasher Size	Standard
Dishwasher Efficiency	240 kWh
Annual Gas Cost	\$33.12
Electric Rate	\$0.12/kWh
Gas Rate	\$1.09/Therm
Is Outside Conditioned Space	No
Dishwasher Available	Yes

Appliances and Controls

Programmable thermostat?	Yes
Range/Oven Fuel	Electric
Convection Oven?	No
Induction Range?	No
Range/Oven Outside Conditioned Space?	No
Refrigerator Consumption	358 kWh/Year
Refrigerator Outside Conditioned Space?	No

Building Summary

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4BR TH - End

Builder

CHP

Notes

ZB 2-26-24:

***Initial Results from Spec Sheet only**

- Worst Case Orientation used for all models
- Ambient walls include 1st Fl with Brick, 2nd Fl with Vinyl. Left without Zip-R to match proposed Architectural drawings
- Grade 3 assumed for ambient wall existing batt insulation
- band areas assumed 2x8 16"OC based on original plans
- Assumed 2nd Fl ceiling joists 2x8 24" OC
- adjusted blown insulation depths to reach R-49 total (8" blown cellulose over existing)
- Roof surface color assumed dark for worst case
- window areas based on original plans
- glazing per spec sheet
- opaque door per spec sheet
- Blower door 7ACH50 per spec sheet
- Heat Pump values per specs. Missing condenser info, will need for matched indoor/outdoor AHRI specs
- WH based on UEF 0.93 55 gal from spec sheet
- duct leakage not specified. Assumed 4% LTO and 8% TL for now (spec sheet states all new ductwork)
- ERV energy recovery % based on HVI data (67 ASRE at 85 CFM in heating mode)
- ERV flow rate based on spec sheet
- dehumidifier not listed on plans, but added due to HIEE requirements. Assumed MD33 wall mount
- Mechanical ventilation rate left at 60 CFM (spec sheet does not include design CFM for 4BR units)
- Assumed no hot water pipe insulation
- range hood assumed non-convection or induction
- common washer and dryer utilizing HERS reference. Listed as N/A on spec sheet

**the heat pump's rated capacity is approximately 4 kBtu/h lower than the assumed heating loads in the energy modeling. Recommend verifying equipment size with Manual J and S to avoid undersized heating equipment and excessive backup heat.

End Unit - Projected HERS 59

Int Unit - Project HERS 60



2020 ENTERPRISE GREEN COMMUNITIES CRITERIA CHECKLIST

Hunt Ridge Apartments, Lexington VA **CRITERIA CHECKLIST**

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. **New Construction projects must also achieve at least 40 optional points, and Substantial and Moderate Rehab projects must also achieve at least 35 optional points.**

3/1/2024

These projects that also comply with Criterion 5.2b or Criterion 5.4 will be recognized with Enterprise Green Communities Certification Plus.

YES / NO	OPTIONAL POINTS		1. INTEGRATIVE DESIGN
<input type="checkbox"/>		M	1.1 Integrative Design: Project Priorities Survey Complete the Project Priorities Survey, which can be found in the Appendix.
<input type="checkbox"/>		M	1.2 Integrative Design: Charrettes and Coordination Meetings Develop an integrative design process that moves the outputs of the Project Priorities Survey into action through a series of collaborative meetings. Prioritize multi-benefit strategies. Assign responsibility within your design and development teams for accountability.
<input type="checkbox"/>		M	1.3 Integrative Design: Documentation Include Enterprise Green Communities Criteria information in your contract documents and construction specifications (Division 1 Section 01 81 13 Sustainable Design Requirements) as necessary for the construction team to understand the requirements and how they will be verified. Ensure, and indicate, that the drawings and specifications have been generated to be compliant and meet the certification goals.
<input type="checkbox"/>		M	1.4 Integrative Design: Construction Management Create, implement, and document your contractor/subcontractor education plan to ensure that all persons working on-site fully understand their role in achieving the project objectives. Include a summary of the Project Priorities Survey (Criterion 1.1), the sustainability goals, and anticipated roles of each party in regards to the performance expected of the project. Attach and reference this training plan to Division 1 Section 01 81 13 Sustainable Design Requirements. Include timeline estimates for performance testing and verification schedules in the overall construction schedule. As relevant, review requirements for Criteria 8.1, 8.2, and 8.3, and begin populating these documents with relevant information from design and construction.
<input type="text" value="0"/>	12 or 15		1.5 Design for Health and Well-Being: Health Action Plan Follow Steps 1-6 of the Health Action Plan framework per the full criterion. [12 points with extra 3 points for Step 7] This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.
<input type="text" value="0"/>	10		1.6 Resilient Communities: Multi-Hazard Risk/Vulnerability Assessment Conduct a four-part assessment (social, physical, functional, strategy) to identify critical risk factors of your property and implement at least two sets of strategies to enable the project to adapt to, and mitigate, climate related or seismic risks. See full criterion for more guidance.
<input type="text" value="0"/>	8		1.7 Resilient Communities: Strengthening Cultural Resilience Integrate community and resident participation in the development processes so that the built environment honors cultural identities, resident voices, and community histories. Option 1: Complete a Cultural Resilience Assessment OR Option 2: Convene a Cultural Advisory Group
			CRITERIA 1 SUBTOTAL 4 of 4 Mandatory Criteria 0 Optional Points

YES / NO	OPTIONAL POINTS		2. LOCATION + NEIGHBORHOOD FABRIC
<input type="checkbox"/>		M	2.1 Sensitive Site Protection All projects must: 1. Protect floodplain functions (e.g., storage, habitat, water quality) by limiting new development within the 100-year floodplain of all types of watercourses. 2. Conserve and protect aquatic ecosystems, including wetlands and deepwater habitats, that provide critical ecosystem functions for fish, other wildlife, and people. 3. Protect ecosystem function by avoiding the development of areas that contain habitat for plant and animal species identified as threatened or endangered. 4. Conserve the most productive agricultural soils by protecting prime farmland, unique farmland, and farmland of statewide or local importance. If your site contains any of these ecologically sensitive features, follow the specific Requirements under that subheading.
<input type="checkbox"/>		M	2.2 Connections to Existing Development and Infrastructure

Yes		M
	7	5 or 7
No		M
No		M
	2	6 max
No	0	
	0	2-8
	0	5 max
	0	6
	0	6
	0	8

(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town)

Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.

2.3 Compact Development

(Mandatory for New Construction)

At a minimum, build to the residential density (dwelling units/acre) of the census block group where the project is located. In Rural/Tribal/Small Town locations that do not have zoning requirements: Build to a minimum net density of 5 units per acre for single-family houses; 10 units per acre for multifamily buildings, single and two-story; and 15 units per acre for multifamily buildings greater than two-stories.

2.4 Increased Compact Development

Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for [5 points]; exceed by 3x for [7 points]. In Rural/Tribal/Small Towns that do not have zoning requirements, build to a minimum net density of 7.5 units per acre for single-family houses; 12 units per acre for multifamily buildings, single and two-story; and 20 units per acre for multifamily buildings greater than two stories. [5 points]

2.5 Proximity to Services and Community Resources

(Mandatory for New Construction) Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.

2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town

(Mandatory for New Construction Rural/Tribal/Small Town)

Option 1: Locate the project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres; at least 80% of which unpaved.

OR

Option 2: Set aside a minimum of 10% (minimum of 0.25 acres) of the total project acreage as open and accessible to all residents; at least 80% of which unpaved.

2.7 Preservation of and Access to Open Space

Option 1: Locate the project within a 0.25-mile walk distance of dedicated open space that is a minimum of 0.75 acres; at least 80% of which unpaved.

OR

Option 2: Set aside a percentage of permanent open space for use by all residents; at least 80% of which unpaved. 20% [2 points]; 35% [4 points]; 45% + written statement of preservation/ conservation policy [6 points].

2.8 Access to Transit

(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town; Optional for all other project types)

Mandatory: New Construction, not Rural/Tribal/Small Town

Locate projects within a 0.5-mile walk distance of transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service.

Optional: New Construction, not Rural/Tribal/Small Town

Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points]

Optional: Rehabilitation, not Rural/Tribal/Small Town

Locate projects within a 0.5-mile walk distance of public transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. [6 points] Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points]

Optional: New Construction and Rehabilitation, Rural/Tribal/Small Town

Locate the project within 0.5 mile walk distance of public transit services with at least 45 rides per weekday and some weekend service. OR, Install at least two charging stations for electric vehicles. OR, Locate the project with 5 miles of one of the following transit options: 1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; 5) public/private regional transportation.

2.9 Improving Connectivity to the Community

Improve access to community amenities through at least one of the options incentivizing biking mobility or improving access to transit.

2.10 Passive Solar Heating/Cooling

Design and build with passive solar design, orientation, and shading that meet the guidelines specified.

2.11 Adaptive Reuse of Buildings

Rehabilitate and adapt an existing structure that was not previously used as housing. Design the project to adapt, renovate, or reuse at least 50% of the existing structure and envelope.

2.12 Access to Fresh, Local Foods

Provide residents and staff with access to fresh, local foods through one of the following options:

Option 1: Neighborhood Farms and Gardens

Option 2: Community-Supported Agriculture

Option 3: Proximity to Farmers Market

2.13 Advanced Certification: Site Planning, Design and Management

	0	6 max 2	Locate building(s) within a community that is certified in LEED for Neighborhood Development, LEED for Cities and Communities, Living Community Challenge, or SITES.
		3	
Yes		3	
		M	
	6	6	
			2.14 Local Economic Development and Community Wealth Creation Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process, and how it functioned during construction. OR Demonstrate that you achieved at least 20% local employment. OR Provide physical space for small business, nonprofits, and/or skills and workforce education.
			2.15a Access to Broadband: Broadband Ready <i>(Mandatory for New Construction and Substantial Rehab Projects in Rural/Tribal/Small Town Locations)</i> Incorporate broadband infrastructure so that when broadband service comes to a community, the property can be easily connected. Include a network of mini-ducts or conduit throughout the building, extending from the expected communications access point to each network termination point in the building.
			2.15b Access to Broadband: Connectivity Ensure all units and common spaces in the property have broadband internet access with at least a speed of 25/3 mbs.

CRITERIA 2 SUBTOTAL
 4 of 7 Mandatory Criteria
 15 Optional Points

3. SITE IMPROVEMENT

YES / NO	OPTIONAL POINTS		
Yes		M	3.1 Environmental Remediation Determine whether there are any hazardous materials present on the site through one of the four methods listed. Mitigate any contaminants found.
Yes		M	3.2 Minimization of Disturbance during Staging and Construction For sites >1 acre, implement EPA's National Pollutant Discharge Elimination System Stormwater Discharges from Construction Activities guidance, or local requirements, whichever is more stringent. For sites with an area <= 1, follow guidance in full criterion.
Yes		M	3.3 Ecosystem Services/Landscape <i>(Mandatory, if providing landscaping)</i> If providing plantings, all must be native or climate-appropriate (adapted) to the region and appropriate to the site, soil and microclimate. Do not introduce any invasive plant species. Plant, seed, or xeriscape all disturbed areas.
Yes		M	3.4 Surface Stormwater Management <i>(Mandatory for New Construction; Mandatory for Substantial and Moderate Rehab projects if land disturbed is >= 5,000 sq.ft.)</i> Treat or retain on-site precipitation equivalent to the 60th percentile precipitation event. Where not feasible due to geotechnical issues, soil conditions, or the size of the site, treat or retain the maximum volume possible.
	0	10 max	3.5 Surface Stormwater Management Through on-site infiltration, evapotranspiration, and rainwater harvesting, retain precipitation volume from 70% precipitation event [6 points], 80% precipitation event [8 points], or 90% precipitation event [10 points].
No		M	3.6 Efficient Irrigation and Water Reuse <i>(Mandatory, if permanent irrigation is utilized)</i> If irrigation is utilized, install an efficient irrigation system per the requirements listed.
	0	4 or 6	3.7 Efficient Irrigation and Water Reuse <i>(Optional, if irrigation is utilized)</i> Meet the requirements of Criterion 3.6 AND: Option 1: Install an efficient irrigation system equipped with a WaterSense labeled weather- based irrigation controller (WBIC) OR Option 2: At least 50% of the site's irrigation satisfied by water use from the sources listed.

CRITERIA 3 SUBTOTAL
 4 of 5 Mandatory Criteria
 0 Optional Points

4. WATER

Yes		M	4.1 Water-Conserving Fixtures Reduce total indoor water consumption by at least 20% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified. For all single-family homes and all dwelling units in buildings three stories or fewer, the supply pressure may not exceed 60 psi.
-----	--	---	--

	3	6 max	4.2 Advanced Water Conservation Reduce total indoor water consumption by at least 30% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified.
No	0	M, 3	4.3 Water Quality Mandatory/Optional: Mandatory for Substantial Rehabs of buildings built before 1986; Optional for all other building types: Replace lead service lines [3 points]
	0	M	Mandatory: For multifamily buildings with either a cooling tower, a centralized hot water system, or 10+ stories: Develop a Legionella water management program
	0	8	Optional: Test and remediate as indicated for lead, nitrates, arsenic, and coliform bacteria
	0	4	4.4 Monitoring Water Consumption and Leaks Conduct pressure-loss tests and visual inspections to determine if there are leaks; fix leaks. AND Install an advanced water monitoring and leak detection system capable of identifying and shutting water off during anomalous water events. OR Install a device to separately monitor water consumption of each cold branch off the apartment line riser for each dwelling unit or each cold water riser and the domestic hot water cold water feed for each building or each toilet that allows remote monitor readings; common laundry facilities; boiler makeup water; outdoor water consumption; and water consumption in any non-residential space.
	0	4	4.5 Efficient Plumbing Layout and Design Store no more than 0.5 gallon of water in any piping/manifold between the fixture and the water heating source or recirculation line. No more than 0.6 gallon of water shall be collected from the fixture before a 10-degree Fahrenheit rise in temperature is observed. Recirculation systems must be demand-initiated.
	0	6 max	4.6 Non-Potable Water Reuse Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's non-potable water needs: 10% reuse [3 points]; 20% reuse [4 points]; 30% reuse [5 points]; 40% reuse [6 points].
	0	8	4.7 Access to Potable Water During Emergencies Provide residents with ready access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options listed.
CRITERIA 4 SUBTOTAL			
1 of 2 Mandatory Criteria			
3 Optional Points			

YES / NO	OPTIONAL POINTS		5. OPERATING ENERGY
		M	5.1a Building Performance Standard <i>(Mandatory for New Construction)</i> Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant. AND Provide projected operating energy use intensity and projected operating building emissions intensity.
Yes		M	5.1b Building Performance Standard <i>(Mandatory for Rehab)</i> Provide projected operating energy use intensity and projected operating building emissions intensity. AND Conduct commissioning for compartmentalization, insulation installation, and HVAC systems as indicated. AND one of the following options: - ERI Option: <= HERS 80 for each dwelling unit. Exception for some Rehabs built before 1980. - ASHRAE Option: Energy performance of the completed building equivalent to, or better than, ASHRAE 90.1-2013 using an energy model created by a qualified energy services provider according to Appendix G 90.1-2016.
	12	12 max	5.2a Moving to Zero Energy: Additional Reductions in Energy Use <i>(Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance [5 points]. Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points.
	0	12-15	5.2b Moving to Zero Energy: Near Zero Certification [Mandatory for Enterprise Green Communities Certification Plus] <i>(Not available for projects following Criterion 5.2a or 5.4.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH [12 points] and/or PHI Classic or PHIUS+ [15 points].

0

3-6

5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready

(Not available for projects following Criterion 5.3b or 5.4.)

Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.

0

8 max

5.3b Moving to Zero Energy: Renewable Energy

(Not available for projects following Criterion 5.3a or 5.4)

Install renewable energy source to provide a specified percentage of the project's estimated source energy demand. See full criterion for allowable sources.

Option 1: For percentage of total project energy consumption provided by renewable energy.

OR

Option 2: For percentage of common area meter energy consumption provided by renewable energy.

0

4-8

1-5

24

5.4 Achieving Zero Energy

[Automatic Qualification for Enterprise Green Communities Certification Plus]

(Not available for projects following Criterion 5.2a, 5.2b, 5.3a, or 5.3b.)

Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Achieve Zero Energy performance through one of the following options:

Option 1: Certify each building in the project to DOE Zero Energy Ready Home program or PHI Plus AND Either install renewables and/or procure renewable energy, which in sum will produce as much, or more, energy in a given year than the project is modeled to consume.

OR

Option 2: Certify each building in the project in a program that requires zero energy performance such as PHIUS+ Source Zero, PHI Plus, PHI Premium, ILFI, AIA Zero Energy Petal, Zero Carbon Petal, or Living Building Certification.

0

5 max

5.5a Moving to Zero Carbon: All-Electric Ready

(Not available for projects following Criterion 5.5b)

Ensure the project has adequate electric service and has been designed and wired to allow for a seamless switch to electricity as a fuel source in the future for the following uses: space heating [1 point], space cooling [1 point], water heating (DHW) [1 point], clothes dryers [1 point], equipment for cooking [1 point].

15

15

5.5b Moving to Zero Carbon: All Electric

(Not available for projects following Criterion 5.5a)

No combustion equipment used as part of the building project; the project is all-electric.

Yes

M

5.6 Sizing of Heating and Cooling Equipment

(Mandatory for Substantial and Moderate Rehabs that include replacement of heating and cooling equipment. Not relevant for projects following 5.1a, 5.2b, or 5.4.)

Size and select heating and cooling equipment in accordance with ACCA manuals J and S OR in accordance with the ASHRAE Handbook of Fundamentals

Yes

M

5.7 ENERGY STAR Appliances

(Mandatory for Substantial and Moderate Rehabs providing appliances. Not relevant for projects following 5.1a, 5.2b, or 5.4.)

Install ENERGY STAR clothes washers, dishwashers, and refrigerators. If appliances will not be installed or replaced at this time, specify that at the time of installation or replacement, ENERGY STAR models must be used via Criterion 8.1 and Criterion 8.4.

Yes

M

5.8 Lighting

(Mandatory for all lighting within New Construction and Substantial Rehab projects. Mandatory for new lighting in Moderate Rehab projects.)

Follow the guidance for high-efficacy permanently installed lighting and other characteristics for recessed light fixtures, lighting controls, lighting power density, and exterior lighting.

0

8

5.9 Resilient Energy Systems: Floodproofing

(Not relevant for Rehab projects in Special Flood Hazard Areas)

Conduct floodproofing of lower floors, including perimeter floodproofing (barriers/shields). Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.

0

8

5.10 Resilient Energy Systems: Critical Loads

Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion.

Option 1: Islandable PV system

OR

Option 2: Efficient generator

CRITERIA 5 SUBTOTAL

4 of 5 Mandatory Criteria

27 Optional Points

YES / NO

OPTIONAL POINTS

6. MATERIALS

0

8 max

6.1 Ingredient Transparency for Material Health

	0	3 max	Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better: # 1 point per 5 installed Declare or HPD products from at least three different product categories # 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows # 1 point per each product with third-party verified HPD or third-party verified Declare label # 2 points per each product with third-party verified HPD or third-party verified Declare label in any of these categories: adhesives, sealants, windows
	0	8 max	6.2 Recycled Content and Ingredient Transparency Use building products that feature, and disclose, their recycled content. The building product must make up 75% by weight or cost of a project category for the project and be composed of at least 25% post-consumer recycled content.
Yes	0	M	6.3 Chemical Hazard Optimization Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
	0	15 max	6.4 Healthier Material Selection Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
	0	12 max	6.5 Environmentally Responsible Material Selection Select concrete, steel, or insulation with a publicly disclosed EPD [3 points], Install a green or cool roof [3 points], use reflective paving [3 points], and/or use FSC certified wood [3 points]. Refer to criterion for specifics.
Maybe		M	6.6 Bath, Kitchen, Laundry Surfaces <i>(Mandatory for New Construction and Substantial Rehab. Moderate Rehabs that do not include work in the shower and tub areas are exempt from the shower and tub enclosure requirement.)</i> Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens, and laundry rooms. Use moisture-resistant backing materials per ASTM # D 6329 or 3273 behind tub/shower enclosures, apart from one-piece fiberglass enclosures which are exempt.
	0	4 max	6.7 Regional Materials Use products that were extracted, processed, and manufactured within 500 miles of the project for a minimum of 90%, based on weight or on cost, of the amount of the product category installed. Select any or all of these options (every two compliant materials can qualify for 1 point): • Framing Cladding (e.g. siding, masonry, roofing) • Flooring Concrete/cement and aggregate • Drywall/interior sheathing
No		M	6.8 Managing Moisture: Foundations <i>(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations)</i> Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.
Yes		M	6.9 Managing Moisture: Roofing and Wall Systems <i>(Mandatory for all Rehab projects that include deficiencies in or include replacing particular assemblies called out below. New Construction projects are considered compliant per Criterion 5.1.)</i> Provide water drainage away from walls, window, and roofs by implementing the list of techniques.
Yes	2	M	6.10 Construction Waste Management (6 max) Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.
	?	2	6.11 Recycling Storage For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms. OR For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.
CRITERIA 6 SUBTOTAL			
3 of 5 Mandatory Criteria			
2 Optional Points			

YES / NO	OPTIONAL POINTS	7. HEALTHY LIVING ENVIRONMENT
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No		M	7.1 Radon Mitigation <i>(Mandatory for New Construction and Substantial Rehab)</i> For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.
Yes		M	7.2 Reduce Lead Hazards in Pre-1978 Buildings <i>(Mandatory for Substantial Rehab of Buildings Constructed Before 1978)</i> Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.

Yes		M
No		M
Yes		M
Yes	10	M
Yes	9	M
12 max		
Yes	5	M or 5
	0	3
	0	3
Yes	0	8

7.3 Combustion Equipment

For New Construction and Rehab projects: Specify power-vented or direct-vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. If there are any combustion appliances within the conditioned space, install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 72.

For Rehabs: If there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct-vent and that is not scheduled for replacement, conduct combustion safety testing prior to and after the retrofit; remediate as indicated.

7.4 Garage Isolation

- Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed.
- Do not install ductwork or air handling equipment for the conditioned space in a garage.
- Fix all connecting doors between conditioned space and garage with gaskets or make airtight.
- Install one hard-wired CO alarm with battery backup function for each sleeping zone of the project, placed per NFPA 72 unless the garage is mechanically ventilated or an open parking structure.

7.5 Integrated Pest Management

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.

7.6 Smoke-Free Policy

(Mandatory and Optional)

Mandatory: Implement and enforce a smoke-free policy in all common areas and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available.

Optional: Expand the policy above to include all indoor spaces in the property.

7.7 Ventilation

(Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab)

For each dwelling unit in full accordance with ASHRAE 62.2-2010, install:

- A local mechanical exhaust system in each bathroom [3 points if Moderate Rehab]
- A local mechanical exhaust system in each kitchen [3 points if Moderate Rehab]
- A whole-house mechanical ventilation system [3 points if Moderate Rehab]

Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value.

For each multifamily building of four or more stories, in full accordance with ASHRAE-162.1-2010, install:

- A mechanical ventilation system for all hallways and common spaces [3 points if Moderate Rehab]

For all project types, in addition to the above requirements:

- All systems and ductwork must be installed per manufacturer's recommendations.
- All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time.
- If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.

7.8 Dehumidification

(Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.)

Option 1: Design, select, and install supplemental dehumidification equipment to keep relative humidity

OR

Option 2: Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.

7.9 Construction Pollution Management

Option 1: Earn the EPA Indoor airPlus label

OR

Option 2: In all dwelling units, seal all heating, cooling, and ventilation return and supply floor ducts and returns throughout construction to prevent construction debris from entering. Flush all dwelling units after completion of construction and prior to occupancy for either 48 hours or with at least 14,000 ft³ per ft² of floor area, then replace all air handling equipment filters.

7.10 Noise Reduction

Option 1: Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB LMax, (single sound).

OR

Option 2: Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 51B. OR

Option 3: Ensure all exterior wall and party wall penetrations are sealed with acoustical sealant, all party walls and floor/ceiling assemblies have an STC rating of at least 55, and exterior windows and doors in projects near a significant exterior noise source have an STC rating of at least 35

7.11 Active Design: Promoting Physical Activity

(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)

Option 1: Encouraging Everyday Stair Usage (buildings that include stairs as the only means to travel from one floor to another are not eligible for this option.) Provide a staircase that is accessible and visible from the main lobby and is visible within a 25-foot walking distance from any point in the lobby per the specifications listed. Place point-of-decision signage.

OR

Option 2: Activity Spaces. Provide on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.

0

8

7.12 Beyond ADA: Universal Design

(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)

Select and implement at least one of the Options with at least three different strategies in at least 75% units.

Option 1: Create welcoming and accessible spaces that encourage equitable use and social connections.

Option 2: Create spaces that are easy and intuitive to use and navigate.

Option 3: Promote safety and create spaces that allow for human error.

Option 4: Create spaces that can be accessed and used with minimal physical effort.

Option 5: Create spaces with the appropriate size and space to allow for use, whatever the user's form of mobility, size, or posture.

0

8

7.13 Healing-Centered Design

(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)

Select and implement at least two of the Options with at least two different strategies listed in at least 75% units.

Option 1: Provide an environment that promotes feelings of real and perceived safety.

Option 2: Create flexible spaces that allow for personalization and/or manipulation to meet individual and community needs.

Option 3: Connect residents and staff to a living landscape and the natural environment.

Option 4: Utilize art and culture in project design and programming and promote social connectedness.

CRITERIA 7 SUBTOTAL

6 of 8 Mandatory Criteria

24 Optional Points

8. OPERATIONS, MAINTENANCE + RESIDENT ENGAGEMENT

YES / NO

OPTIONAL POINTS

Yes

M

8.1 Building Operations & Maintenance Manual and Plan

(For all Multifamily projects)

Develop a manual with thorough building operations and maintenance (O&M) guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development, and construction stages, and should include sections/chapters addressing the list of topics.

Yes

M

8.2 Emergency Management Manual

(For all Multifamily projects)

Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to:

- communication plans for staff and residents
- useful contact information for public utility and other service providers
- infrastructure and building, "shutdown" procedures
- plan for regular testing of backup energy systems, if these exist

Yes

M

8.3 Resident Manual

Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of their home's green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.

Yes

M

8.4 Walk-Throughs and Orientations to Property Operation

Provide a comprehensive walk-through and orientation for all residents, property manager(s), and buildings operations staff.

Yes

M

8.5 Energy and Water Data Collection and Monitoring

For rental properties, upload project energy and water performance data in an online utility benchmarking platform annually for at least five years from time of construction completion per one of the four methods provided; grant Enterprise view access for that period. For owner-occupied units, collect and monitor utility data in a manner that allows for easy access and review.

CRITERIA 8 SUBTOTAL

5 of 5 Mandatory Criteria

0 Optional Points

TOTAL

31 of 40 Mandatory Criteria

71 Optional Points

Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE: February 15, 2024

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

RE: ZONING CERTIFICATION

Name of Development: North Fork Manor

Name of Owner/Applicant: North Fork Preservation, LLC

Name of Seller/Current Owner: CHP North Fork, LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:
233 Elizabeth Street
Saltville, VA 24370

Legal Description:
See attached legal description.

Proposed Improvements:

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

Zoning Certification, cont'd

Current Zoning: R-2 allowing a density of _____ units per acre, and the following other applicable conditions: _____

Other Descriptive Information: _____

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

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


Signature

Steven Johnson
Printed Name

Zoning Administrator
Title of Local Official or Civil Engineer

276-496-5342
Phone:

2-15-2024
Date:

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description

THENCE with the property line of Jimmie Lee Hayden, North 72 degrees 24 minutes 20 seconds West 168.79 feet to an iron pin in the north line of Fred Dye, the Point BEGINNING, containing 0.61 acres, pursuant to an in accordance with a Plan of Survey dated December 6, 1979, revised March 10, 1981, by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all the minerals in the above described property excepted in the to Ralph G. Davidson and Dixie Debord Davidson, his wife, from the Town of Saltville dated November 17th, 1977, recorded in the Clerks Office, Circuit Court, Smyth County, Virginia, in Deed Book 290, Page 220.

BEING the same property conveyed to North Fork Manor, Ltd., a Virginia limited partnership, from Ralph G. Davidson and Dixie Debord Davidson, his wife, dated February 16, 1981, recorded in the Clerks' Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 656.

Tab H:

Attorney's Opinion (MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6585
Inowlin@williamsmullen.com

March 14, 2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: North Fork Manor
Name of Owner: North Fork Preservation, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 14, 2024 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

WILLIAMS MULLEN

Virginia Housing
March 14, 2024
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.
8. It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.
9. After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon 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 ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

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

WILLIAMS MULLEN,
a professional corporation

By: 
Name: Lauren D. Nowlin, Esq.
Its: Shareholder

WILLIAMS MULLEN

Direct Dial: [804.420.6915](tel:804.420.6915) [804.420.6585](tel:804.420.6585)
adomsonnowlin@williamsmullen.com

March ~~—~~14, 2024

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: [North Fork Manor](#)
Name of Owner: [North Fork Preservation, LLC](#)

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March ~~—~~14, 2024 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2. [Select One]~~

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.

~~OR~~

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), 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.

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[Virginia Housing](#)

March ~~14~~, 2024

Page 2

4. ~~[Select One]~~

~~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.~~

~~OR~~

~~The information set forth in the Unit Details section of the Application form as to proposed rents~~ exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

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. ~~[Delete if inapplicable]~~—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. ~~[Delete if inapplicable]~~—The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

8. ~~[Delete if inapplicable]~~—It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.

9. ~~[Delete if inapplicable]~~—After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon 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 ("[Virginia Housing](#)") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

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

WILLIAMS MULLEN

Virginia Housing

March ~~14~~, 2024

Page 3

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

~~Williams Mullen~~ WILLIAMS MULLEN,
a professional corporation

By: (Add) *Lauren Nowlin*
Name: Lauren D. Nowlin, Esq.
Its: ~~Shareholder~~ Shareholder-

-

Summary report:	
Litera Compare for Word 11.3.0.46 Document comparison done on 3/13/2024 11:04:01 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://williamsmullen-mobility.imatech.com/IWOVRIC/104508935/1	
Modified DMS: iw://williamsmullen-mobility.imatech.com/IWOVRIC/104603109/2	
Changes:	
Add	16
Delete	21
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	38

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

Nonprofit 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 nonprofit pool established under the Plan and assigning points for participation of a nonprofit organization in the development of qualified low-income housing.

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

1. General Information

- a. Name of development _____
- b. Name of owner/applicant _____
- c. Name of nonprofit entity _____
- d. Address of principal place of business of nonprofit entity

Indicate funding sources and amount used to pay for office space

- e. Tax exempt status 501(c)(3) 501(c)(4) 501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) _____
Evidenced by the following documentation _____

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

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

outside the Commonwealth of VA.

- i. Expected life (in years) of nonprofit _____

Appendices continued

j. Explain the anticipated future activities of the nonprofit over the next five years:

Southeast and Mid-Atlantic.

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit 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:

communications; data management; and real estate development.

l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES NO If yes, explain in detail: _____

m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

n. What are the sources and manner of funding of the nonprofit? (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.

construction, realty and property management.

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses _____

Appendices continued

2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO If yes, explain in detail: _____

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

YES NO

Appendices continued

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

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

3. Nonprofit Involvement

a. Is the nonprofit 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 nonprofit own at least 10% of the general partnership/owning entity?

YES NO

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

YES NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest

b. (i) Will the nonprofit 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 nonprofit be the managing member or own more than 50% of the general partnership interest? YES NO

Appendices continued

c. Will the nonprofit 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?

Recordable agreement attached to the Tax Credit Application as TAB V?

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

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

YES NO If yes,

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

(ii) Describe the nature and extent of the nonprofit'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 nonprofit 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 :

Appendices continued

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

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

g. If this is a joint venture, (i.e. the nonprofit 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.

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

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

Appendices continued

i. Will the nonprofit 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.

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

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES NO If yes, explain:

l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES NO If yes, explain:

Appendices continued

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

n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development? YES NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?
 YES NO

b. Define the nonprofit's geographic target area or population to be served:

c. Does the nonprofit or, if applicable, related nonprofit 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:

Appendices continued

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

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

YES NO

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

YES NO If yes, explain:

g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? YES NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

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

(i) Low-income residents of the community? YES NO

(ii) Elected representatives of low-income neighborhood organizations? YES NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES NO

Appendices continued

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? YES NO If yes, explain the meeting schedule:

k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? YES NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses? YES NO If yes, explain in detail:

m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES NO If yes, explain:

n. Has the nonprofit 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 nonprofit'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).

Appendices continued

o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? YES NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? YES NO If yes, explain:

q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES NO If yes, explain:

r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES NO If yes, explain the need identified:

s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES NO If yes, explain the plan:

Appendices continued

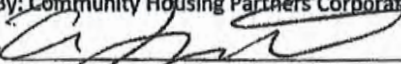
5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit 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 nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date 3/11/2024


Owner/Applicant North Fork Preservation, LLC
By: CHP North Fork Preservation, LLC, Managing Member
By: Community Housing Partners Corporation, Sole and Managing Member

By 
Andrew Davenport

Its Vice President
Title

Date 3/11/2024

Community Housing Partners Corporation
Nonprofit

By 
Board Chairman

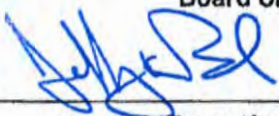
By 
Executive Director

EXHIBIT A

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That COMMUNITY HOUSING PARTNERS CORPORATION is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on March 8, 1979;

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 8, 2024

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

Bernard J. Logan, Clerk of the Commission

EXHIBIT B

Non-profit Questionnaire
EXHIBIT B - CHPC IRS 501(c)(3) determination letter

Internal Revenue Service
District Director

Department of the Treasury

Date: JUN 06 1980

Employer Identification Number:
54-1023925
Accounting Period Ending:
September 30
Foundation Status Classification:
*509(a)(1) & 170(b)(1)(A)(vi)
Advance Ruling Period Ends:
September 30, 1981
Person to Contact:
G. Wheeltle
Contact Telephone Number:
(301) 962-4787

Virginia Mountain Housing, Inc.
209 N. Main Street, Suite A
Blacksburg, Virginia 24060

RECEIVED JUN 12 1980

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section *see above organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section * status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section * organization.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should call us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

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.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

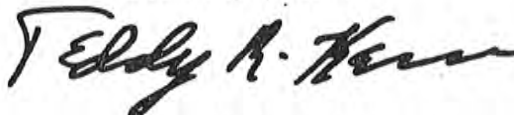
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

(See event below.)

Sincerely yours,



District Director

In the event the organization initiates a housing construction program, you should inform this office so that a determination may be made as to its effect to your exempt status.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: April 21, 2001

Person to Contact:
Pat Mahan 31-04019
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
54-1023025

Community Housing Partners Corporation
930 Cambria St NE
Christiansburg, VA 24073

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on March 9, 2001. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter issued in May 1980 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its 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.

Community Housing Partners Corporation
54-1023025

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

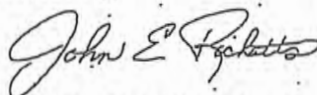
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

EXHIBIT C



2024 CHP Board Roster

Officers of the Corporation

<p>Jeff Reed, CEO/President 448 Depot Street NE, Christiansburg, VA 24073 540.339.3773 (m) jreed@chpc2.org</p>	<p>Lance Sutherland, CFO/Treasurer 448 Depot Street NE, Christiansburg, VA 24073 540.469.0670 (m) lsutherland@chpc2.org</p>	<p>Andy Hall, COO/Secretary 448 Depot Street NE, Christiansburg, VA 24073 540.300.7044 (m) ahall@chpc2.org</p>
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Board of Directors' Membership

<p>Racquel Reddie, Chair Managing Director/Community Development, National Community Stabilization Trust; 910 17th St., NW, Suite 810, Washington, DC 20006; 214.710.3423 (w); rredie@stabilizationtrust.org; 1912 Abbey Ridge Dr., Dover, FL 33527; 813.919.5136 (m)</p> <p><i>Member Since 1/27/15</i> <i>Committee(s): Governance, Housing*</i></p>	<p>Ana Castilla+, Vice Chair Community Development Manager, TD Bank; 255 Alhambra Circle, 2nd fl, Coral Gables, FL 33134; 305.441.5705 (w); 786.877.4065 (m-w); ana.castilla@td.com 5545 SW 6 Street, Miami, Florida, 33134; 786.566.1793 (m-p)</p> <p><i>Member Since 3/17/16</i> <i>Committee(s): Finance, Governance*</i></p>	<p>Charles Famuliner, Past Chair HUD Director of Multifamily Housing (Retired); 1188 Maple Swamp Rd., Rockbridge Baths, VA 24473; 540.462.6262 (h); 540.319.8555 (m); cclkf12@gmail.com</p> <p><i>Member Since 12/11/14</i> <i>Committee(s): Governance, Housing, RED*</i></p>	<p>John Randolph^ Professor Emeritus, VT Urban Affairs & Planning; 101 Architecture Annex, Blacksburg, VA 24060; 1100 Willard Drive, Blacksburg, VA 24060; 540.239.3459 (m); energy@vt.edu</p> <p><i>Member Since 1/1/14</i> <i>Committee(s): Governance, Energy*</i></p>
<p>Nathan Kerr^ Vice President, Scott Insurance 10 Franklin Rd., SE, Suite 550, Roanoke, VA 24011 540.224.1774 (w); 540.588.1398 (m); nkerr@scottins.com; 510 Cassell Lane, SW, Roanoke, VA 24014</p> <p><i>Member Since 1/1/24</i> <i>Committee(s): RED</i></p>	<p>Shawn McMahan Financial Advisor, Morgan Stanley 10 South Jefferson Street, Suite 1700 Roanoke, VA 24011 540.725.3170 (w); 540.797.3247 (m); Shawn.McMahan@morganstanley.com 6932 Campbell Drive, Salem, VA 24153-8222</p> <p><i>Member Since 1/1/14</i> <i>Committee(s): Finance</i></p>	<p>Harold Nassau^ Sr. Director of Asset Management Programs (Retired), NeighborWorks America; 3 Craigie Cir., Cambridge, MA 02138; 617.877.5489 (m); haroldnassau@outlook.com</p> <p><i>Member Since 1/1/24</i> <i>Committee(s): Housing</i></p>	<p>John Randolph^ Professor Emeritus, VT Urban Affairs & Planning; 101 Architecture Annex, Blacksburg, VA 24060; 1100 Willard Drive, Blacksburg, VA 24060; 540.239.3459 (m); energy@vt.edu</p> <p><i>Member Since 1/1/14</i> <i>Committee(s): Governance, Energy*</i></p>
<p>Debbie Sherman Lee^ Montgomery County Schools (Retired Educator); 125 Flagg Court, Christiansburg, VA 24073; debbiesgranny2@gmail.com 540.382-7433 (h)</p> <p><i>Member Since 1/1/18</i> <i>Committee(s): Housing</i></p>	<p>Susan Sisk^ CAO Community Housing Partners (Retired); 7536 Riverbluff Rd., Radford, VA 24141; 540.320.0450 (m); susansisk@gmail.com</p> <p><i>Member Since 12/11/14</i> <i>Committee(s): Governance, Energy</i></p>	<p>KEY * = Committee Chair VA CHDO Information ~ = Census Tract – 0 Members ^ = Non-Profit Nominee – 5 Members 5/9 = 56%</p> <p>FL CHDO Information + = Census Tract – 1 Member</p>	<p>KEY * = Committee Chair VA CHDO Information ~ = Census Tract – 0 Members ^ = Non-Profit Nominee – 5 Members 5/9 = 56%</p> <p>FL CHDO Information + = Census Tract – 1 Member</p>

EXHIBIT D

Non-profit Questionnaire
 Nonprofit Formation
 Exhibit D -CHPC List of Related Non-profit Entity

2. Virginia and Community Activity

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

Organization Legal Formation	Date of 501(c)(3) Or 501(c)(4) Status	Expected Life	Charitable Purpose
Community Housing Partners Corporation 2/20/1998	6/6/1980	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Somerset Court Apartments Inc. 2/10/2014	10/25/2013	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Woodland Park Apartments of Hickory Inc. 10/25/2013	10/25/2013	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Wytheville Community Apartments Corp 12/27/1990	No date per IRS	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Galax Community Apartments Corporation 12/27/1990	7/1991	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Giles Community Apartments Corporation 3/29/1993	6/1993	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Holly Court Apartments Corporation 12/6/1993	11/1994	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Ellett Road Apartments Corp 7/27/1992	3/1995	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Coastal Housing Corporation 9/25/1989	5/1990	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Laurel Court Apartments Inc. 1/25/1995	11/1996	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.

Non-profit Questionnaire
 Nonprofit Formation
 Exhibit D -CHPC List of Related Non-profit Entity

Belford Commons Corporation 1/16/1998	10/1998	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
Ephphatha Village Inc. 3/21/1980	11/1981	Perpetual	501(c)(3) Single purpose entity for development/operation of a single project.
City Light Development Corporation 8/25/1988	3/2/1993	12/31/2029	501(c)3 entity. Served as developer and general partner in some past CHPC projects 15+ years ago.
Greenbrier Woods Corporation 5/4/1995	5/1990	Perpetual	501(c)3 entity. Served as developer and general partner in some past CHPC projects 15+ years ago.
Community Housing Partners Corporation of Florida	9/17/1990	Perpetual	501(c)(3) CHPC took over board control of entity in 2013 (Formerly called Florida Low Income Housing Associates, Inc. but renamed) and operations of its related existing projects. But has not directly developed under this entity since taking control.

EXHIBIT E

North Fork Manor Organizational Chart

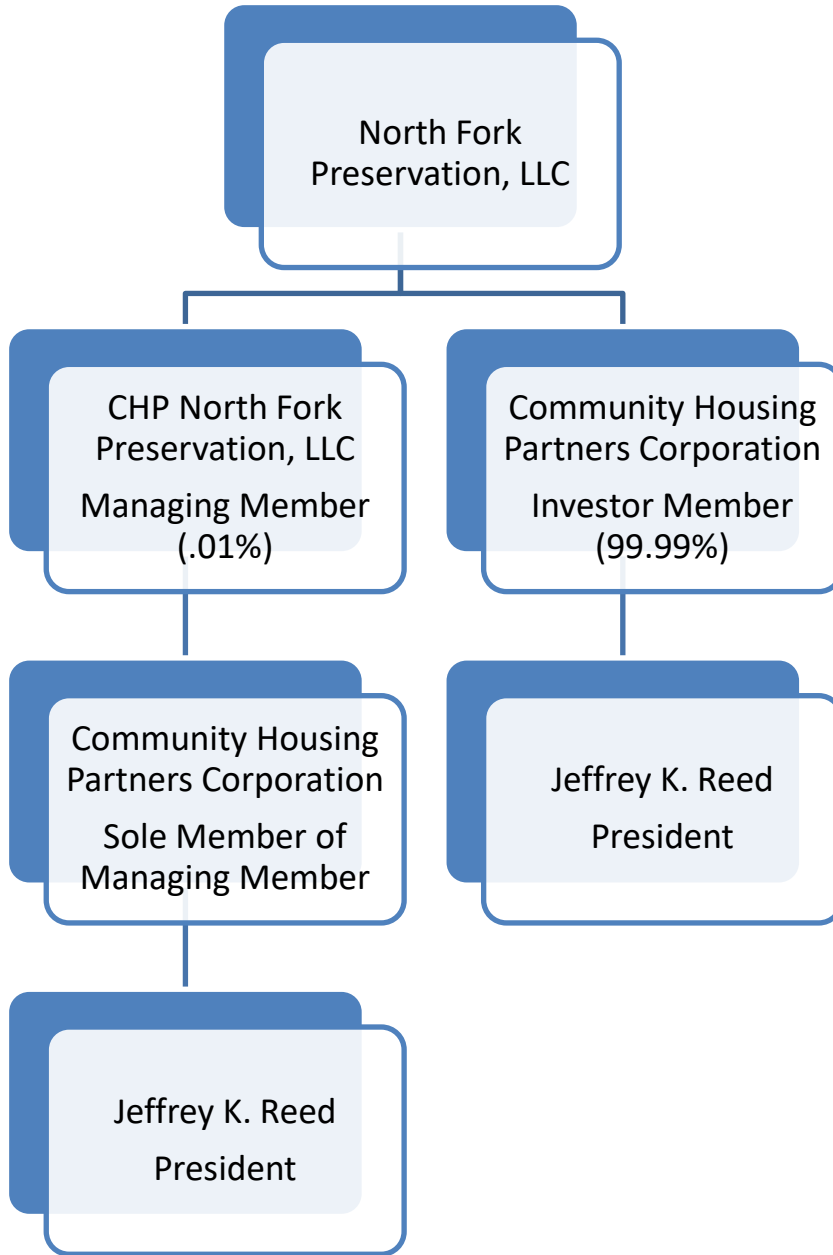


EXHIBIT F

4. Virginia and Community Activity

c. Does the non-profit or, if applicable, related non-profit, have experience service 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:

CHP's Resident Services division has significant experience in recruiting and placing volunteers and community-based partners to work alongside our staff to enhance the health and quality of life of our residents. CHP currently has a full-scale property management operation based in Virginia managing CHP owned assets and others owned by like-minded 3rd party owners. CHP's property management portfolio consists of 6,264 units of affordable housing including Tax Credit, Section 8, Home, RAD, Sail, HUD 236, 202,811, 221 D-4 and Rural Development 515. Of the 6,264 units of affordable housing, 5,842 units are CHP-owned, and 422 units are fee managed by CHP for 3rd party owners.

CHP creates or preserves community centers and/or community space with every new rental real estate development project. The inclusion of community-centered space is instrumental in providing services to CHP's residents, thereby keeping them active and engaged in the community. CHP's community centers include multi-functional spaces such as computer learning centers, libraries, multi-purpose meeting rooms, and full warming kitchens.

Portfolio-wide, we manage a resident population with 3,071 (53.66%) households considered to be Extremely Low Income (ELI, 30% AMI and lower), 1,540 (26.91%) resident households considered to be Very Low Income (VLI, 50% AMI and lower) and 612 (10.69%) resident households considered to be Low Income (LI, 80% AMI and lower). CHP's property management portfolio consists of 2,321 HAP and 1,072 Rural Development Rental Assistance units, and over 25% of CHP's property management portfolio operates under a project-based section 8 contract.

EXHIBIT G

4. Virginia and Community Activity

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

Yes No If yes, explain:

CHP's Resident Services division has significant experience in recruiting and placing volunteers and community-based partners to work alongside our staff to accomplish our mission of meeting the housing and services needs of our low-income residents. Our relationships with colleges/universities, community service organizations, non-profit groups, faith-based institutions, and service and retail organizations result in a tremendous amount of support in our service delivery. Our cadre of over 300 committed partners contribute staff hours, volunteers, in-kind material goods, and financial support which has totaled almost \$26 million dollars over the past twenty-five years.

Because the needs of residents residing in low-income housing are extensive and cannot be met through one service provider, partner building is at the core of CHP's Resident Services division. One of the main tasks of Resident Services is to focus on linkages between the property population's needs and the broader community. In 2023, CHP had relationships with 77 committed partners in and around the Blacksburg, Virginia area. The value of these partnerships at CHP's 14 properties in the area totaled \$115,537. Below, please find the 2023 committed partner list for the area.

- AARP
- Anthem HealthKeepers
- Area Agency On Aging
- Blacksburg Interfaith Food Pantry
- Blacksburg Transit
- BrightView
- Carilion Clinic Family Medicine - Radford
- Carilion Giles Community Hospital
- Carilion New River Valley Medical Center
- Children's Health Improvement Partnership (CHIP)
- Christian Growth Center
- Christiansburg Comprehensive Treatment Center
- Church of Jesus Christ of Latter-day Saints
- City of Refuge - Pulaski
- Community Foundation of the New River Valley
- Community Health Center of the New River Valley
- Community Transit - New River Valley
- Crows Nest Greenhouse
- EHS Support Services
- Feeding Southwest Virginia
- FOCUS (Focus On Communities Utilizing Services)
- Friends of the Farmers Market
- Giles Community Garden
- Giles Health & Family Center
- Go Anywhere Bus
- Good Shepherd Baptist Church
- Goodwill Store and Donation Center
- GraceLife Baptist Church
- Handshake Media
- Head Start Program - Christiansburg
- Heritage Cares - Food Distribution Center
- HOPE Initiative
- InnovAge Virginia PACE - Roanoke Valley
- Intellectual Disabilities Agency of the New River Valley
- Kappa Pi - International Art Honor Society
- LewisGale Hospital Montgomery
- Literacy Volunteers of the New River Valley
- Macy McClagherty Choir
- Medi Home Health & Hospice
- Medride - New River Valley

Non-profit Questionnaire
Exhibit F - Demonstrated Support

- Montgomery County Health Department
- Montgomery-Floyd Regional Library
- Mount Regis Center
- National Counseling Group
- New Life Apostolic Church of Jesus Christ
- New Life Recovery Center
- New River Community Action (NRCA)
- New River Valley Agency on Aging
- New River Valley Community Services
- Omega Psi Phi Fraternity
- Parks and Recreation
- Pearisburg First United Methodist Church
- Pearisburg Junior Woman's Club
- Pearisburg Library
- Pearisburg Recreation Department
- Pulaski County Library
- Pulaski County Public Schools
- Red Cross
- Salvation Army
- SaVida Health
- Smart Way Bus
- Southwest Virginia Legal Aid
- Stabucks
- Support Systems, INC
- Taking it to the Streets
- TASL Clinic
- Trinity Community Church
- Two Town Trolley
- United Way of the New River Valley
- Virginia Cares - New River Community Action (NRCA)
- Virginia Cooperative Extension
- Virginia Department for Aging and Rehabilitative Services
- Virginia Department of Veteran Services
- Virginia Tech Glean Team
- Volunteer Income Tax Assistance (VITA)
- YMCA at Virginia Tech
- YMCA Thrift Shop

EXHIBIT H

4. Virginia and Community Activity

n. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?

Yes No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

Development: Non-Profit Role: Management: Status:	Mariner's Landing (274 units), Newport News, VA, received Credits. Community Housing Partners Corporation (CHP) served as Contractor. Principal of CHP is Jeffery K. Reed. SL Nusbaum Realty CO was the management agent. Principal of SL Nusbaum is Alan B Nusbaum. The development is operational within TC Compliance Period. CHP withdrew from this partnership in 1998.
Development: Non-Profit Role: Management: Status:	Ocean Gate Apartments (174 units), Virginia Beach, VA, received Credits CHP served as Contractor. Principal of CHP is Jeffery K. Reed. SL Nusbaum Realty CO was the management agent. Principal of SL Nusbaum is Alan B Nusbaum. The development is operational within TC Compliance Period. CHP withdrew from this partnership in 1998.
Development: Non-Profit Role: General Contractor: Management: Status:	Woodburn Apartments (144 units), Manassas, VA - date of application- 3/1/1996 CHP served as minority General Partner and co-developer. National Housing Building Corporation served as Contractor. Principal is EV Hoffman. Harbor Group was the Management Agent. Principal of Harbor Group is Dick Swift. CHP withdrew from this partnership and sold the right of first refusal in 2013.
Developments: Non-Profit Role: Status:	High Meadows Associate Limited Partnership, Peppers Crossing Limited Partnership and The Station at Dowdy Drive Limited Partnership CHP served as a Joint Venture Partner with Unlimited Construction, Inc. CHP withdrew from these partnerships in May 2006 before tax credits were awarded.
Development: Non-Profit Role: General Contractor: Management: Status:	Friendship Village Apartments, Virginia Beach, VA, received Credits in 2009 CHP is 51% owner of the General Partner, JV Partner Atlantic Development, LLC. The key principal is Drew Fitch. CHP served as Contractor. Principal of CHP is Jeffery K. Reed. Management Agent is CHP. Principal of CHP is Jeffery K. Reed. The development is operational within TC Compliance Period.
Development: Non-Profit Role: General Contractor: Management: Status:	Primrose Place Apartments (125 units), Baltimore, Maryland, received Credits in 2016. CHP served as Developer Partner with the Housing Authority of Baltimore City and the French Development Company. CHP served as the General Partner and owner of Primrose Place Apartments. Principal of CHP is Janaka Casper. Southway Builders served as the Contractor. Principal of Southway Builders is Willie Moore. Management Agent is CHP. Principal of CHP is Jeffery K. Reed. The development is operational within TC Compliance Period.
Development:	The Residences at North Hill 2 (75 units), Fairfax County, Virginia. Received 2017 credits.

Non-profit Questionnaire
 Exhibit H - CHPC List of JV Partnerships with a For-profit Entity

<p>Non-Profit Role:</p> <p>General Contractor:</p> <p>Management:</p> <p>Status:</p>	<p>CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of The Residences at North Hill 2. Principal of CHP is Jeffery K. Reed.</p> <p>Proposed Contractor is Breeden Construction. Principal of Breeden Construction is Brian Revere.</p> <p>Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.</p> <p>The project is currently in construction.</p>
<p>Development:</p> <p>Non-Profit Role:</p> <p>General Contractor:</p> <p>Management:</p> <p>Status:</p>	<p>Senior Residences at North Hill (63 units), Fairfax County, Virginia. Received 2017 credits.</p> <p>CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Jeffery K. Reed.</p> <p>Proposed Contractor is Breeden Construction. Principal of Breeden Construction is Brian Revere.</p> <p>Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.</p> <p>The project is currently in construction.</p>
<p>Development:</p> <p>Non-Profit Role:</p> <p>General Contractor:</p> <p>Management:</p> <p>Status:</p>	<p>The Residences at North Hill Bond 47 (47 units), Fairfax County, Virginia. Received 2020 credits.</p> <p>CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Jeffery K. Reed.</p> <p>Proposed Contractor is Breeden Construction. Principal of Breeden Construction is Brian Revere.</p> <p>Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.</p> <p>The project is currently in construction.</p>
<p>Development:</p> <p>Non-Profit Role:</p> <p>General Contractor:</p> <p>Management:</p> <p>Status:</p>	<p>The Residences at North Hill Bond 94 (94 units), Fairfax County, Virginia. Received 2020 credits.</p> <p>CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Jeffery K. Reed.</p> <p>Proposed Contractor is Breeden Construction. Principal of Breeden Construction is Brian Revere.</p> <p>Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.</p> <p>The project is currently in construction.</p>

EXHIBIT I

4. Virginia and Community Activity

o. Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?

Yes No

If Yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

Note: Listing reflects LIHTC applications where CHP acted as the Sole General Partner/Managing Member.

	Property Name	Location	Date of Application	Result of Application	Status of Development
1	Johnson Williams	Berryville, VA	1993 9% Competitive	Awarded Tax Credits	In extended use
2	River Trace	Newport News, VA	1993 9% Competitive	Awarded Tax Credits	In extended use
3	Canterbury Crossings	Chesapeake, VA	1997 9% Competitive	Awarded Tax Credits	In extended use
4	Grayson Manor	Independence, VA	1997 9% Competitive	Awarded Tax Credits	In extended use
5	Westbridge	Chesapeake, VA	1997 9% Competitive	Awarded Tax Credits	In extended use
6	Cedar Crest I	Blacksburg, VA	1998 9% Competitive	Awarded Tax Credits	In extended use
7	Orchard Grove	Pearisburg, VA	1998 9% Competitive	Awarded Tax Credits	In extended use
8	Westover Commons	Petersburg, VA	1999 4% Tax Exempt	Awarded Tax Credits	In extended use
9	Battleground	Saltville, VA	1999 9% Competitive	Awarded Tax Credits	In extended use
10	Cedar Crest II	Blacksburg, VA	2000 9% Competitive	Awarded Tax Credits	In extended use
14	Woods at Yorktown (Yorkshire)	Yorktown, VA	2001 9% Competitive	Awarded Tax Credits	In extended use
15	Northway	Galax, VA	2002 4% Tax Exempt	Awarded Tax Credits	In extended use
17	Ansell Gardens	Portsmouth, VA	2002 9% Competitive	Awarded Tax Credits	In extended use
18	Cedar Crest III	Blacksburg, VA	2002 9% Competitive	Awarded Tax Credits	In extended use
19	Meadowview	Pulaski, VA	2002 9% Competitive	Awarded Tax Credits	In extended use
20	College Green I	Warsaw, VA	2003 9% Competitive	Awarded Tax Credits	In extended use
21	Honeytree Apartments	South Boston, VA	2003 9% Competitive	Awarded Tax Credits	In extended use
25	Sentry Woods	Dinwiddie, VA	2003 9% Competitive	Awarded Tax Credits	In extended use
26	Rappahannock	Tappahannock, VA	2004 9% Competitive	Awarded Tax Credits	In extended use
28	Rivermeade I	Yorktown, VA	2004 9% Competitive	Awarded Tax Credits	In extended use
29	Yorktown Sq. I	Yorktown, VA	2004 9% Competitive	Awarded Tax Credits	In extended use
30	Yorktown Sq. II	Yorktown, VA	2004 9% Competitive	Awarded Tax Credits	In extended use
31	Courthouse Green	Spotsylvania, VA	2005 9% Competitive	Awarded Tax Credits	In extended use
32	Lafayette Village Square	Williamsburg, VA	2005 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
33	Lafayette Village Elderly	Williamsburg, VA	2005 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
34	Lafayette Village Family	Williamsburg, VA	2005 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
35	Rivermeade II	Yorktown, VA	2005 9% Competitive	Awarded Tax Credits	In extended use
36	Boodry	Morehead, KY	2006 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
37	College Green II	Warsaw, VA	2006 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
38	Spicers Mill	Orange, VA	2006 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
39	Rutledge Hills	Amherst, VA	2007 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
40	Dolly Ann Apartments	Covington, VA	2009 9% Competitive	Awarded Tax Credits	Operating within TC compliance period

Non-profit Questionnaire

Exhibit I - CHPC List of Projects as Sole GP-MM

	Property Name	Location	Date of Application	Result of Application	Status of Development
41	Friendship Village	Virginia Beach, VA	2009 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
42	Linden Green	Christiansburg, VA	2009 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
43	Parkview Gardens	Farmville, VA	2010 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
44	Hilltop Terrace	Lexington, NC	2011 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
46	Greenstone on 5th (Blue Ridge Commons)	Charlottesville, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
47	Laurel Woods	Pulaski, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
48	Main Cross Apartments	Mt Sterling, KY	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
49	Maplewood (Rivermont)	Martinsville, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
50	Warwick SRO	Newport News, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
51	Hunting Hills	Christiansburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
52	Overlook Terrace	Fredericksburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
53	Smokey Ridge	Christiansburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
54	The Summit (Langston Park)	Hopewell, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
55	Bettie Davis Village	Suffolk, VA	2014 4% Tax Exempt	Awarded Tax Credits	Operating within TC compliance period
56	Belleville Meadows	Suffolk, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
57	Kippax Place	Hopewell, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
59	Lindsay Hill	Lorton, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
60	Planters Woods	South Hill, VA	2015 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
61	Powell Valley	Jonesville, VA	2015 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
62	Sun Valley Landings	Dublin, VA	2015 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
63	Apartments at Kingsridge	Richmond, VA	2016 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
64	Apartments at Kingsridge 2	Richmond, VA	2018 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
65	Townsquare at Dumfries	Triangle, VA	2018 4% Tax Exempt	Awarded Tax Credits	Operating within TC compliance period
66	Northway	Galax, VA	2020 9% Competitive	Awarded Tax Credits	Under Construction
67	Senior Townsquare at Dumfries	Triangle, VA	2020 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
68	Woods at Yorktown NC	Yorktown, VA	2020 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
69	Apartments at Kingsridge 3	Richmond, VA	2020 9% Competitive	Awarded Tax Credits	Completion 3/2022
70	Wellesley	Newport News, VA	2021 9% Competitive	Awarded Tax Credits	Under Construction
71	Cross Creek Rehab	Portsmouth, VA	2021 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
72	Holly Court	Kilmarnock, VA	2021 9% Competitive	Awarded Tax Credits	Under Construction
73	Grayson Manor	Independence, VA	2021 9% Competitive	Awarded Tax Credits	Under Construction
74	Crestview Senior	Dumfries, VA	2022 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
75	Legacy on Main	Blacksburg, VA	2022 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
76	Witter Place Apartments	Alexandria	2023 9% Competitive	Awarded Tax Credits	In Development

EXHIBIT J

DEVELOPMENT

Non-profit Questionnaire

Exhibit J – Virginia Community Activity

4. Virginia and Community Activity

q. Has the non-profit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the VHDA Housing Funds?

Yes No If yes, explain:

CHPC received Flex Funds for Friendship Village in Virginia Beach; Allegheny Apts. in Radford; Atrium Apartments in Pulaski; Lafayette Village Family in Williamsburg; Lafayette Square in Williamsburg; and Courthouse Green Apts. in Spotsylvania, Virginia.

SPARC funds have been awarded for Belleville Meadows Apartments in Suffolk; Lindsay Hill Apartments in Lorton; Planters Woods Apartments in South Hill; Powell Valley Village Apartments in Jonesville; Tranquility at the Lakes in Virginia Beach; Kippax Place Apartments in Hopewell; Overlook Terrace in Spotsylvania; Smokey Ridge in Christiansburg; Lafayette Village Family in Williamsburg; Lafayette Square in Williamsburg; Lafayette Village Elderly in Williamsburg; Courthouse Green in Spotsylvania; Rivermeade II in Yorktown; and Yorktown Square I in Yorktown, Virginia.

CHP has also received VHF funds for Westbridge Apts. in Chesapeake; Cedar Crest I, II, & III. in Blacksburg; Orchard Grove in Pearisburg; Westover Commons in Petersburg; Meadowview Apts. in Pulaski; Northway Apts. in Galax; Battleground Apts. in Saltville; Atrium Apts. in Pulaski; Yorkshire Apartments in Yorktown; Honeytree Apts. in South Boston; Checed Warwick Apts. in Newport News; Sentry Woods Apts. in Dinwiddie; Church Manor Apts. in Smithfield; and College Green I Apts. in Warsaw, Virginia.

Tab J:

Relocation Plan and Unit Delivery Schedule

(MANDATORY-Rehab)

Relocation Plan

North Fork Manor

Saltville, Virginia

I. Project Information

Name of Development:	North Fork Manor
Address:	233 Elizabeth Street Saltville, VA 24370
Owner's Representative:	North Fork Preservation, LLC C/O Community Housing Partners Corporation Andrew Davenport Vice President of Multifamily Development (540) 523 -1946 andy.davenport@chpc2.org 448 Depot St. NE Christiansburg, VA 24073
Property Management:	Community Housing Partners Corporation (CHP) Andy Hall Chief Operating Officer (540) 300-7044 ahall@chpc2.org 448 Depot St NE Christiansburg, VA 24073

North Fork Manor
Relocation Plan

The owner, North Fork Preservation, LLC agrees to comply with Virginia Housing's (VH) Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. Our relocation compliance activities will include, but are not limited to:

1. Full communication of plans
2. 120-day General Information Notices
3. Tenant Advisory Services
4. Notice of Non-Displacement
5. 30-day move notices
6. Relocation assistance
7. Relocation payments
8. The Relocation Plan will be kept in plain sight
9. Documentation of compliance for all residents subject to relocation

The owner intends to temporarily relocate residents of North Fork Manor while their apartment units are undergoing significant renovation. The owner will comply with VH's Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. All temporary resident relocation costs will be paid by the owner, including packing assistance, round trip moves and utility transfers. All packing materials will be provided to residents at no charge. Work is anticipated to begin April 15, 2025 and be completed by May 1, 2026 with no residents expected to be permanently relocated.

To ensure that residents are kept well informed throughout the process and that their concerns are addressed, the owner, property management, and the general contractor will host a series of meetings for residents. These meetings will take place prior to the start of construction and during each phase of the redevelopment and will allow residents the opportunity to express any concerns and have their questions answered related to the construction schedule and the temporary relocation process.

The owner will also conduct one-on-one interviews with the residents to allow them the opportunity to express any concerns and address any questions they may have.

A General Information Notice was sent at least 120 days prior to the commencement of any construction activities advising residents of their rights under VH's Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. Clear communication will be maintained with residents throughout the construction and relocation process through frequent notices and updates as well as resident meetings.

North Fork Manor was constructed in 1982 and consists of 10 two-story townhome buildings containing 56 total apartment units as well as a single community building having an office, laundry room and resident community space. This 56-unit property has unit mixture with twenty-two (22) two-bedroom units, twenty-four (24) three-bedroom units, and ten (10) four-bedroom units that provide affordable housing to families living in Saltville, VA.

Proposed improvements include but are not limited to:

- Site and parking improvements
- Rehab of existing community building

North Fork Manor
Relocation Plan

- New roof, siding gutters and downspouts
- Replacement of unit flooring
- Replacement of kitchens and bathrooms including cabinets and counter tops
- Installation of low flow faucets, shower heads and toilets
- Installation of Energy Star appliances and lighting
- Replacement of unit entry doors and interior doors as needed
- Replacement of hot water heaters
- Installation of new energy efficient HVAC systems

Estimated Relocation Start Date: April 1, 2025

Estimated Construction Start Date: April 15, 2025

Estimated Construction Completion Date: December 31, 2026

III. Planned Measures to Minimize Construction Impact on Occupied Units

The impact on the residents of North Manor Fork will be minimized to the greatest extent possible. Our renovation plans for North Fork Manor involve 5 units at a time, taking approximately 45 days. Additional work may be required in renovated units requiring short 1-2-hour visits to complete touch up painting and other final details, however residents can be in their units during this work.

During the renovation process, residents will be moved into temporary “hotel units” within the project site. These will be apartments on the site that have been readied for residents to temporarily reside while their unit is being renovated. Residents will then move to a permanent unit once construction is complete. Our goal is to limit the amount of resident disturbance during the rehabilitation and, we will make every effort to move residents only once from their original unit to a newly renovated unit if possible.

Contractors may be on site from 6:00 a.m. to 5:00 p.m. Staging will start no earlier than 6:00 a.m. and the use of power tools or heavy machinery will begin no earlier than 8:00 a.m., nor continue after 5:00 p.m., Monday through Friday unless approved by owner.

IV. Projected Rents and Rental Policies After Rehab

Projected Rents

Unit Type	No. of Units	Monthly Rent Per Unit	Subsidy
2 BR – 1.0 Bath	19	\$ 591.00	Yes
2 BR – 1.5 Bath	3	\$ 591.00	Yes
3 BR – 1.5 Bath	18	\$ 710.00	Yes
3 BR – 2 Bath	6	\$ 710.00	Yes
4 BR – 2 Bath	10	\$ 891.00	Yes

Rental Policies:

CHP's Property Management division will have responsibility for the day-to-day management of property operations. The Project will follow applicable statutes, regulations, and guidance, as provided by VH's *Relocation Assistance Guidelines* as well as the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) and other state and local regulations, as applicable.

No current residents will be permanently or involuntarily displaced from the Project site.

All residents will receive a unit that meets the unit size and rent requirements according to HUD, VH and local jurisdiction occupancy standards. For most tenants, this means that they will return to a unit of a similar size and type as their prior unit. Tenants who were over-housed in their original unit will generally be required to accept a unit at the Project site that meets the HUD, VH and local jurisdiction size and occupancy standards. However, if there are no appropriately sized units for the tenants to move in to, such over-housed tenants may remain in a unit that is similar in size as their original unit until an appropriately sized unit becomes available.

Tenants who request a reasonable accommodation will be accommodated in accordance with the owner and Property Management's reasonable accommodation policy and all applicable state, federal and local requirements.

If the property is home to non-English speaking/reading residents, appropriate translation and/or interpretation services will be provided to ensure that these residents adequately understand relocation, construction, leases and established rules and policies.

V. Advisory Services

The owner and Property Management staff will provide informational and advisory services before and during renovations. These services will include but are not limited to the following:

- a. Provide referrals for tenants to replacement properties as needed.
- b. Provide tenants with written information and/or translation services in their native languages if necessary.
- c. Provide appropriate counseling for tenants who are unable to read and understand notices.
- d. Provide contact information for questions and access to phone or computer if needed to make contact.
- e. Provide transportation for tenants needing to look at other housing, especially those who are elderly or disabled, as needed.
- f. Understand and anticipate the needs of families and the elderly to meet the special advisory services they may need.
- g. Ensure residents are aware that appointments can be scheduled outside of normal business hours if needed.
- h. Provide tenant advisory services and moving cost reimbursement for those residents that will be temporarily relocated for longer than 30 days.

VI. Estimated Determination as to Moving Cost Reimbursement

Funds are included in the **North Fork** development budget for moving and other costs related to the temporary relocation of residents. Community Housing Partners will provide coordinated support and assistance to any residents requiring additional help during the moving process.

Anticipated moving costs are as follows:

Utility/Cable Transfer reimbursements based on receipts:

Appalachian Power (Electric):	\$80
Verizon (Landline phone):	\$50
Verizon (Internet):	\$50

If the resident opts to move their own belongings, Community Housing Partners will provide reimbursement of moving costs, to be determined as noted below:

1. The lower of two bids or estimates prepared by a commercial mover; or
2. Receipted bills for labor and equipment provided by a commercial mover; or
3. Utilize *the Federal Highway Administration's Fixed Residential Moving Cost Schedule* for Virginia

In order to process tenant moving costs, tenants will be informed that they are required to provide documentation, including bills, certified prices, appraisals and other evidence of expenses. As the Owner, we will:

- Provide reasonable assistance necessary to complete and file tenants' claims for payment.
- Reimburse moving costs upon receipt of billing documentation from the tenant.
- Provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent.
- Make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship (often tenants will need these payments for security deposits)
 - Promptly notify the tenant in writing of its determination, the basis for its determination and the procedures for appealing that determination, if it disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds.
- Not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits.

North Fork Manor
Relocation Plan

VII. Unit Delivery Schedule

Completion Schedule													Total Units Completed	
													56	
Year: 2025	Building / Phase 1	Building / Phase 2	Building / Phase 3	Building / Phase 4	Building / Phase 5	Building / Phase 6	Building / Phase 7	Building / Phase 8	Building / Phase 9	Building / Phase 10	Building / Phase 11	Building / Phase 12	Total	
January	0	0	0	0	0	0	0	0	0	0	0	0	0	
February	0	0	0	0	0	0	0	0	0	0	0	0	0	
March	0	0	0	0	0	0	0	0	0	0	0	0	0	
April	0	0	0	0	0	0	0	0	0	0	0	0	0	
May	0	0	0	0	0	0	0	0	0	0	0	0	0	
June	5	0	0	0	0	0	0	0	0	0	0	0	5	
July	0	0	0	0	0	0	0	0	0	0	0	0	0	
August	0	5	0	0	0	0	0	0	0	0	0	0	5	
September	0	0	0	0	0	0	0	0	0	0	0	0	0	
October	0	0	5	0	0	0	0	0	0	0	0	0	5	
November	0	0	0	0	0	0	0	0	0	0	0	0	0	
December	0	0	0	5	0	0	0	0	0	0	0	0	5	
Subtotal	5	5	5	5	0	0	0	0	0	0	0	0	20	
Year: 2026														
January	0	0	0	0	0	0	0	0	0	0	0	0	0	
February	0	0	0	0	5	0	0	0	0	0	0	0	5	
March	0	0	0	0	0	0	0	0	0	0	0	0	0	
April	0	0	0	0	0	5	0	5	0	0	0	0	10	
May	0	0	0	0	0	0	0	0	0	0	0	0	0	
June	0	0	0	0	0	0	5	0	5	0	0	0	10	
July	0	0	0	0	0	0	0	0	0	0	0	0	0	
August	0	0	0	0	0	0	0	0	0	6	0	0	6	
September	0	0	0	0	0	0	0	0	0	0	0	0	0	
October	0	0	0	0	0	0	0	0	0	0	5	0	5	
November	0	0	0	0	0	0	0	0	0	0	0	0	0	
December	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	5	5	5	5	5	6	5	0	36	

This relocation plan will be displayed on site in the North Fork Manor manager’s office.

All documentation related to relocation activities connected with the planned improvements at North Fork Manor, to include, but not limited to formal notices, moving cost reimbursements and other such documentation will be stored in individual resident relocation files.

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification Information

Officers

Town Manager

Steven Johnson
Clerk/Treasurer

Police Chief
Erik Puckett

Public Works Director
Shannon Lowery



PRESERVING HISTORY FOR OVER 30,000 YEARS

217 Palmer Avenue
PO Box 730
Saltville, Virginia 24370
(276) 496-5342
Fax: (276) 496-4814

Website: www.saltville.org

Mayor

C. Todd Young

Town Council

Eugene Call
Gary Call
Ryan Comer
Monica Johnson
Cary D. Sauls
Steve Surber

Legal Counsel

Cassell & Crewe

RESOLUTION OF SUPPORT

WHEREAS, Community Housing Partners Corporation intends to rehabilitate and preserve the North Fork Manor multifamily property located at 233 Elizabeth Street, Saltville, Virginia, 24370 (Map Numbers 28A4-2-130, 28A4-2-131, 28A4-A-4A 287-A 37, Tax Parcel 15372), and referred to herein as the "Development;" and

WHEREAS, The above-referenced Development is located in a Revitalization Area in the Town of Saltville, Virginia. The revitalization area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area; and

WHEREAS, the 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; and

WHEREAS, the Town Council of the Town of Saltville, Virginia desires to support and encourage the development to improve and rehabilitate the Area;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Saltville, Virginia, in accordance with Virginia Code § 36-55.30:2, designates the above-referenced development, and specifically the Area, is located in a Revitalization Area.

SIGNED:

ATTEST:

Town Clerk, Saltville, Virginia

Date of Adoption: March 12, 2024

Tab K.2

Surveyor's Certification of Proximity to
Public Transportation using Virginia
Housing template

Not Applicable

Tab L:

PHA / Section 8 Notification Letter

PHA or Section 8 Notification Letter

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.

Not
Applicable

2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) 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.

Rent Schedule Low Rent Housing

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp.11/30/2020)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name NORTH FORK MANOR	FHA Project Number N/A	Date Rents Will Be Effective (mm/dd/yyyy) 10/01/2023
---	---------------------------	---

Part A — Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 10/01/2023)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
2 Bedroom, Family	22	591	13,002	108	699	0	0
3 Bedroom, Family	24	710	17,040	122	832	0	0
4 Bedroom, Family	10	891	8,910	139	1,030	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
Total Units	56	Monthly Contract Rent Potential (Add Col. 4)* \$38,952				Monthly Market Rent Potential (Add Col. 8)* \$0	
		Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$467,424				Yearly Market Rent Potential (Col. 8 Sum x 12)* \$0	

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B — Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

Range Dishwasher

Refrigerator Carpet

Air Conditioner Drapes

Disposal

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)
E=electric; G=gas; F=fuel oil or coal.

Heating E Hot Water E Lights, etc. E

Cooling E Cooking E

Services/Facilities (check those included in rent)

Parking Trash Removal Nursing Care

Laundry Linen/Maid Service

Swimming Pool

Tennis Courts

Part C — Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Part D — Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
		0
		0
		0
		0
		0
		0
Total Rent Loss Due to Non-Revenue Units		\$ 0

Part E — Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft (Col. 2 divided by Col. 3)
			0
			0
			0
			0
			0
	\$0	Total Commercial Rent Potential	

Part F — Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation **\$38,952**

Worksheet (to be completed by HUD or lender)

Part G – Information on Mortgagor Entity

Name of Entity

Community Housing Partners Corporation

Type of Entity

- Individual General Partnership Joint Tenancy/Tenants in Common Other (specify)
- Corporation Limited Partnership Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jeff Reed President/CEO

Name and Title

Andy Hall COO/EVP

Name and Title

Lance Sutherland CFO/Treasurer

Name and Title

Racquel Reddie Chair

Name and Title

Ana Castilla Vice Chair

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H — Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Andy Hall, Executive VP/COO

Authorized Official's Signature



6/9/2023

Date (mm/dd/yyyy)

Part I — HUD/Lender Approval

Addendum Number

HAP Contract Number

VA360028037

Exhibit Number

Loan Servicer Signature

Date (mm/dd/yyyy)

Branch Chief/Lender Official Signature



Date (mm/dd/yyyy)

06/12/2023

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

NOTIFICATION OF SECTION 8 CONTRACT RENTS AND FUNDING

For (Check one): Initial Renewal Subsequent Renewal Amend Rent/BA Only
Section 8 Contract Number: VA360028037 Current Contract Expires On: 09/30/2022
Owner Name: CHP North Fork LLC
Project Name: NORTH FORK MANOR
Project Location: 401 Elizabeth Street Saltville Virginia 24370-9707
FHA Project Number:

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Rent Effective Date: 10/01/2022 DUNS #: 832240639

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
22	2	\$558	\$105	\$663
24	3	\$670	\$119	\$789
10	4	\$841	\$136	\$977

FUNDING

Budget Authority Increase: 97381
Contract/Renewal Effective Date: 10/1/2022 Expiration Date: 8/27/2032

For HUD Use Only:

Notice to Owner executed by: HUD or CONTRACT ADMINISTRATOR

By: ----- *Robert J. McLaughlin, Jr.* -----

(Signature)

----- *Robert J. McLaughlin, Jr.* -----

(Printed Name)

----- *Director, Quality Control* -----

(Official Title)

----- *01/13/2023* -----

(Date)

U.S. Department of Housing and Urban Development
Office of Affordable Housing Preservation

Project-based Section 8
HOUSING ASSISTANCE PAYMENTS
FULL MARK-TO-MARKET RENEWAL CONTRACT

NORTH FORK MANOR VA360028037

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Full Mark-To-Market Renewal Contract. The instructions are not part of the Renewal Contract

TABLE OF SECTIONS

1 CONTRACT INFORMATION	1
PROJECT	1
TYPE OF RENEWAL	2
2 TERM AND FUNDING OF RENEWAL CONTRACT	2
3 DEFINITIONS	3
4 RENEWAL CONTRACT	4
a Parties	4
b Statutory authority	4
c Expiring Contract	5
d Purpose of Renewal Contract	5
e Contract units	5
5 EXPIRING CONTRACT – PROVISIONS RENEWED	5
6 CONTRACT RENT	6
a Initial contract rents	6
b Contract rent adjustments	6
(1) OCAF	6
(2) Procedure for rent adjustments during renewal term	6
(3) No other adjustments	8
7 OWNER WARRANTIES	9
8 OWNER TERMINATION NOTICE	9

9 PHYSICAL CONDITION AND FINANCIAL REPORTING REQUIREMENTS	9
10 HUD REQUIREMENTS	10
11 STATUTORY CHANGES DURING TERM	10
12 PHA DEFAULT	10
13 EXCLUSION OF THIRD-PARTY RIGHTS	10
14 WRITTEN NOTICES	11
SIGNATURES	12

**U.S. Department of Housing and Urban Development
Office of Housing**

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

FULL MARK-TO-MARKET RENEWAL CONTRACT¹

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: VA360028037

Section 8 Project Number of Expiring Contract: VA360028037

FHA Project Number (if applicable): _____

Project Name: NORTH FORK MANOR

Project Description³

North Fork Manor is located at 401 Elizabeth Street, Saltville, VA 24370-9707 in Smyth County. The property consists of 5 walk-up type buildings with 56 Section 8 units: 22 2BR units, 24 3BR units, and 10 4BR units.

TYPE OF RENEWAL

Check this box for a project renewed under Section 515(a) of MAHRA

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

NAVIGATE AFFORDABLE HOUSING PARTNERS

Address of Contract Administrator

1827 1st Avenue North, Suite 100
Birmingham, AL 35203

Name of Owner⁵

CHP North Fork LLC

Address of Owner

448 Depot Street
Christiansburg, VA 24073

2 TERM AND FUNDING OF RENEWAL CONTRACT

- a The Renewal Contract begins on 10/1/2022⁶ and shall run for a period of 118⁷ months, 26 days.
- b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 97,381⁸, an amount sufficient to provide housing assistance payments for approximately 3⁹ months of the first annual increment of Renewal Contract term.

-
- c** HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. The Restructuring Commitment, HUD regulations and other requirements, including amendments to the Restructuring Commitment and changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Project. The housing designated in section 1 of the Renewal Contract.

Restructuring Commitment. That certain executed Restructuring Commitment previously entered into by Owner and Contract Administrator in connection with the Owner's participation in the Mark-to-Market Program.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 10 (HUD requirements), section 11 (statutory changes during term) and section 12 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 515(a) of the MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire or terminate prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

(1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b Any and all provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

-
- (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and
 - (4) Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and, by this reference, is hereby made a part of the Renewal Contract.

b Contract rent adjustments

(1) OCAF

During the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by using an OCAF.

(2) Procedure for rent adjustments during renewal term

(a) To adjust contract rents during the term of the Renewal Contract, the Contract Administrator shall give the Owner

notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

(b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.

(c) If this box is checked , the initial contract rent, as stated in Exhibit A, constitutes an exception rent based on the actual and projected costs of operating the Project, as provided under section 514(g)(3) of MAHRA. Actual market rents are:

- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____

Should the Project anytime during the term of the Renewal Contract receive other government assistance, including but not limited to any loan, grant, credit, tax benefit, or any other form of direct or indirect assistance such as tax credits under Federal, State or local law, the Owner shall provide HUD with written notice, no more than 30 days following receipt of notification from the governmental authority issuing the assistance that such assistance has been or will be awarded. The written notice will identify the type and amount of the assistance awarded, the government entity providing such assistance, and the date of the award. HUD will review the underwriting projections resulting from the receipt of other government assistance, and if HUD determines that Project operating expenses, debt service, and/or required replacement reserve contributions will decrease as a

result of the Project's receipt of other government assistance, HUD may adjust the contract rents downward to the greatest of the following:

- Actual market rents as noted above, adjusted upwards using the appropriate OCAF adjustment factor, compounded annually from the origination date of the renewal contract, per HUD guidelines;
- Revised exception rent after applying the other government assistance, which is determined to decrease operating expenses, debt service, and/or required replacement reserve contribution; and
- Market rents that reflect improvements to the Project (as improved rents) resulting from the application of the additional government assistance, not to exceed the contract rent then in effect. The owner must submit to HUD a rent comparability study (RCS) prepared (at the owner's expense) in accordance with HUD requirements. HUD will have sole discretion to review and adjust the rents provided in the RCS to eliminate upward adjustments attributable to improvements that exceed the M2M Program's non-luxury standard. The rent comparability study must be submitted to HUD along with the notification of the award of the other governmental assistance.

If the additional government assistance is provided in conjunction with a transaction requiring prior HUD approval, such as, an assumption/subordination of Mark-to-Market debt, a TPA, or the approval of a new FHA insured first mortgage, the owner must notify the HUD official approving that transaction of the requirements of this Section. No additional notification of HUD or the Section 8 Contract Administrator staff will be required.

If new secured debt and/or tax credit equity is involved, the owner shall submit pro-forma estimates of the operating expenses, debt service, and replacement reserves that will be required after the application of the additional government assistance. These estimates will be reviewed by HUD in its process of determining a possible contract rent adjustment.

(d) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(3) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a** The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b** The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a** Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b** If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 PHYSICAL CONDITION AND FINANCIAL REPORTING REQUIREMENTS

- a** The Owner shall comply with HUD's Physical Condition Standards and Inspection Requirements of 24 CFR part 5, subpart G, including any changes in the regulations and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR part 200, subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.
- b** The Owner shall comply with HUD's Uniform Financial Reporting Standards of 24 CFR, part 5, subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.
- c** This section 9 of the Renewal Contract shall not be construed to limit the requirements referred to in section 10 of the Renewal Contract.

10 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, the Restructuring Commitment, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

11 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

12 PHA DEFAULT

- a** This section 12 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

13 EXCLUSION OF THIRD-PARTY RIGHTS

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner’s action or failure to act in connection with the Contract Administrator’s implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator
NAVIGATE AFFORDABLE HOUSING PARTNERS

By: Robert J. McLaughlin, Jr.
Signature of authorized representative

For Lisa McCarroll, President and CEO

Name and official title

Date 01/13/2023

U.S. Department of Housing and Urban Development

By: Tanya Winters
Signature of authorized representative

Authorized Agent - Tanya Winters, Account Executive Branch Chief

Name and official title

January 17, 2023

Date _____

Owner

Name of Owner

CHP North Fork LLC

By: Jeffrey K. Reed
Signature of authorized representative

Jeffrey K. Reed, President/CEO

Name and title

Date 1/13/2023

EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Section 8 Contract Number: VA360028037
FHA Project Number (if applicable): _____
Effective Date of the Rent Increase (if applicable): 10/1/2022

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
22	2 BR	558	105	663
24	3 BR	670	119	789
10	4 BR	841	136	977
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed to references in the text of the Renewal Contract.

¹ This form of Renewal Contract must be used for initial and subsequent renewals of an expiring Section 8 project-based HAP contract in accordance with HUD requirements and Section 515(a) of MAHRA.

This form may **not** be used for: Interim Mark-To-Market Renewals; Watch List Renewals; Basic Renewals; Mark-Up-To-Market Renewals; nor Portfolio Reengineering Demonstration or Preservation Renewals.

Section 2 of the Renewal Contract specifies the contract term.

² To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

³ Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

⁴ Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

⁵ Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

⁶ The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

⁷ Enter a whole number of years.

⁸ Enter the amount of funding obligated.

⁹ Enter a whole number of months.

Tab M:

Intentionally Blank

Not Applicable

Tab N:

Homeownership Plan

Not Applicable

Tab O:

Plan of Development Certification Letter

Plan of Development Certification

DATE: 02/05/24

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
Attention: Stephanie Flanders

RE: PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>North Fork Manor</u>
Name of Owner/Applicant:	<u>North Fork Preservation, LLC</u>
Name of Seller/Current Owner:	<u>CHP North Fork LLC</u>

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the site plan of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming the status of plan of development or site plan approval of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely for the purpose of determining whether the Development qualifies for points available under Virginia Housing's Qualified Allocation Plan for housing tax credits.

DEVELOPMENT DESCRIPTION:

Development Address:
233 Elizabeth Street
Saltville, VA 24073

Legal Description:
See attached legal description.

Plan of Development Number: _____

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____ Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	_____ # Units	_____ # Buildings	_____ Total Floor Area
<input checked="" type="checkbox"/> Rehabilitation:	56 # Units	11 # Buildings	70,644 Total Floor Area


Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: no deadline


Signed _____
Steven Johnson
Printed Name _____
Zoning Administrator
Title _____
276-496-5342
Phone _____
2-15-2024
Date _____

NOTES TO LOCALITY:

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description

THENCE with the property line of Jimmie Lee Hayden, North 72 degrees 24 minutes 20 seconds West 168.79 feet to an iron pin in the north line of Fred Dye, the Point BEGINNING, containing 0.61 acres, pursuant to an in accordance with a Plan of Survey dated December 6, 1979, revised March 10, 1981, by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all the minerals in the above described property excepted in the to Ralph G. Davidson and Dixie Debord Davidson, his wife, from the Town of Saltville dated November 17th, 1977, recorded in the Clerks Office, Circuit Court, Smyth County, Virginia, in Deed Book 290, Page 220.

BEING the same property conveyed to North Fork Manor, Ltd., a Virginia limited partnership, from Ralph G. Davidson and Dixie Debord Davidson, his wife, dated February 16, 1981, recorded in the Clerks' Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 656.

Tab P:

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

Not Applicable

Tab Q:

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

Part G – Information on Mortgagor Entity

Name of Entity

Community Housing Partners Corporation

Type of Entity

- Individual General Partnership Joint Tenancy/Tenants in Common Other (specify)
- Corporation Limited Partnership Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jeff Reed President/CEO

Name and Title

Andy Hall COO/EVP

Name and Title

Lance Sutherland CFO/Treasurer

Name and Title

Racquel Reddie Chair

Name and Title

Ana Castilla Vice Chair

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H — Owner Certification

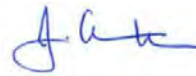
To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Andy Hall, Executive VP/COO

Authorized Official's Signature



6/9/2023

Date (mm/dd/yyyy)

Part I — HUD/Lender Approval

Addendum Number

HAP Contract Number
VA360028037

Exhibit Number

Loan Servicer Signature

Date (mm/dd/yyyy)

Branch Chief/Lender Official Signature



Date (mm/dd/yyyy)

06/12/2023

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

NOTIFICATION OF SECTION 8 CONTRACT RENTS AND FUNDING

For (Check one): Initial Renewal Subsequent Renewal Amend Rent/BA Only
Section 8 Contract Number: VA360028037 Current Contract Expires On: 09/30/2022
Owner Name: CHP North Fork LLC
Project Name: NORTH FORK MANOR
Project Location: 401 Elizabeth Street Saltville Virginia 24370-9707
FHA Project Number:

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Rent Effective Date: 10/01/2022 DUNS #: 832240639

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
22	2	\$558	\$105	\$663
24	3	\$670	\$119	\$789
10	4	\$841	\$136	\$977

FUNDING

Budget Authority Increase: 97381
Contract/Renewal Effective Date: 10/1/2022 Expiration Date: 8/27/2032

For HUD Use Only:

Notice to Owner executed by: HUD or CONTRACT ADMINISTRATOR

By: ----- *Robert J. McLaughlin, Jr.* -----

(Signature)

----- *Robert J. McLaughlin, Jr.* -----

(Printed Name)

----- *Director, Quality Control* -----

(Official Title)

----- *01/13/2023* -----

(Date)

U.S. Department of Housing and Urban Development
Office of Affordable Housing Preservation

Project-based Section 8
HOUSING ASSISTANCE PAYMENTS
FULL MARK-TO-MARKET RENEWAL CONTRACT

NORTH FORK MANOR VA360028037

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Full Mark-To-Market Renewal Contract. The instructions are not part of the Renewal Contract

TABLE OF SECTIONS

1 CONTRACT INFORMATION	1
PROJECT	1
TYPE OF RENEWAL	2
2 TERM AND FUNDING OF RENEWAL CONTRACT	2
3 DEFINITIONS	3
4 RENEWAL CONTRACT	4
a Parties	4
b Statutory authority	4
c Expiring Contract	5
d Purpose of Renewal Contract	5
e Contract units	5
5 EXPIRING CONTRACT – PROVISIONS RENEWED	5
6 CONTRACT RENT	6
a Initial contract rents	6
b Contract rent adjustments	6
(1) OCAF	6
(2) Procedure for rent adjustments during renewal term	6
(3) No other adjustments	8
7 OWNER WARRANTIES	9
8 OWNER TERMINATION NOTICE	9

9 PHYSICAL CONDITION AND FINANCIAL REPORTING REQUIREMENTS	9
10 HUD REQUIREMENTS	10
11 STATUTORY CHANGES DURING TERM	10
12 PHA DEFAULT	10
13 EXCLUSION OF THIRD-PARTY RIGHTS	10
14 WRITTEN NOTICES	11
SIGNATURES	12

**U.S. Department of Housing and Urban Development
Office of Housing**

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

FULL MARK-TO-MARKET RENEWAL CONTRACT¹

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: VA360028037

Section 8 Project Number of Expiring Contract: VA360028037

FHA Project Number (if applicable): _____

Project Name: NORTH FORK MANOR

Project Description³

North Fork Manor is located at 401 Elizabeth Street, Saltville, VA 24370-9707 in Smyth County. The property consists of 5 walk-up type buildings with 56 Section 8 units: 22 2BR units, 24 3BR units, and 10 4BR units.

TYPE OF RENEWAL

Check this box for a project renewed under Section 515(a) of MAHRA

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

NAVIGATE AFFORDABLE HOUSING PARTNERS

Address of Contract Administrator

1827 1st Avenue North, Suite 100
Birmingham, AL 35203

Name of Owner⁵

CHP North Fork LLC

Address of Owner

448 Depot Street
Christiansburg, VA 24073

2 TERM AND FUNDING OF RENEWAL CONTRACT

- a** The Renewal Contract begins on 10/1/2022⁶ and shall run for a period of 118⁷ months, 26 days.
- b** Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 97,381⁸, an amount sufficient to provide housing assistance payments for approximately 3⁹ months of the first annual increment of Renewal Contract term.

-
- c** HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. The Restructuring Commitment, HUD regulations and other requirements, including amendments to the Restructuring Commitment and changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Project. The housing designated in section 1 of the Renewal Contract.

Restructuring Commitment. That certain executed Restructuring Commitment previously entered into by Owner and Contract Administrator in connection with the Owner's participation in the Mark-to-Market Program.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 10 (HUD requirements), section 11 (statutory changes during term) and section 12 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 515(a) of the MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire or terminate prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

(1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b Any and all provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

-
- (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and
 - (4) Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and, by this reference, is hereby made a part of the Renewal Contract.

b Contract rent adjustments

(1) OCAF

During the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by using an OCAF.

(2) Procedure for rent adjustments during renewal term

(a) To adjust contract rents during the term of the Renewal Contract, the Contract Administrator shall give the Owner

notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

(b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.

(c) If this box is checked , the initial contract rent, as stated in Exhibit A, constitutes an exception rent based on the actual and projected costs of operating the Project, as provided under section 514(g)(3) of MAHRA. Actual market rents are:

- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____

Should the Project anytime during the term of the Renewal Contract receive other government assistance, including but not limited to any loan, grant, credit, tax benefit, or any other form of direct or indirect assistance such as tax credits under Federal, State or local law, the Owner shall provide HUD with written notice, no more than 30 days following receipt of notification from the governmental authority issuing the assistance that such assistance has been or will be awarded. The written notice will identify the type and amount of the assistance awarded, the government entity providing such assistance, and the date of the award. HUD will review the underwriting projections resulting from the receipt of other government assistance, and if HUD determines that Project operating expenses, debt service, and/or required replacement reserve contributions will decrease as a

result of the Project's receipt of other government assistance, HUD may adjust the contract rents downward to the greatest of the following:

- Actual market rents as noted above, adjusted upwards using the appropriate OCAF adjustment factor, compounded annually from the origination date of the renewal contract, per HUD guidelines;
- Revised exception rent after applying the other government assistance, which is determined to decrease operating expenses, debt service, and/or required replacement reserve contribution; and
- Market rents that reflect improvements to the Project (as improved rents) resulting from the application of the additional government assistance, not to exceed the contract rent then in effect. The owner must submit to HUD a rent comparability study (RCS) prepared (at the owner's expense) in accordance with HUD requirements. HUD will have sole discretion to review and adjust the rents provided in the RCS to eliminate upward adjustments attributable to improvements that exceed the M2M Program's non-luxury standard. The rent comparability study must be submitted to HUD along with the notification of the award of the other governmental assistance.

If the additional government assistance is provided in conjunction with a transaction requiring prior HUD approval, such as, an assumption/subordination of Mark-to-Market debt, a TPA, or the approval of a new FHA insured first mortgage, the owner must notify the HUD official approving that transaction of the requirements of this Section. No additional notification of HUD or the Section 8 Contract Administrator staff will be required.

If new secured debt and/or tax credit equity is involved, the owner shall submit pro-forma estimates of the operating expenses, debt service, and replacement reserves that will be required after the application of the additional government assistance. These estimates will be reviewed by HUD in its process of determining a possible contract rent adjustment.

(d) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(3) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a** The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b** The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a** Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b** If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 PHYSICAL CONDITION AND FINANCIAL REPORTING REQUIREMENTS

- a** The Owner shall comply with HUD's Physical Condition Standards and Inspection Requirements of 24 CFR part 5, subpart G, including any changes in the regulations and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR part 200, subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.
- b** The Owner shall comply with HUD's Uniform Financial Reporting Standards of 24 CFR, part 5, subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.
- c** This section 9 of the Renewal Contract shall not be construed to limit the requirements referred to in section 10 of the Renewal Contract.

10 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, the Restructuring Commitment, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

11 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

12 PHA DEFAULT

- a** This section 12 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

13 EXCLUSION OF THIRD-PARTY RIGHTS

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner’s action or failure to act in connection with the Contract Administrator’s implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator
NAVIGATE AFFORDABLE HOUSING PARTNERS

By: Robert J. McLaughlin, Jr.
Signature of authorized representative

For Lisa McCarroll, President and CEO

Name and official title

Date 01/13/2023

U.S. Department of Housing and Urban Development

By: Tanya Winters
Signature of authorized representative

Authorized Agent - Tanya Winters, Account Executive Branch Chief

Name and official title

January 17, 2023

Date _____

Owner

Name of Owner

CHP North Fork LLC

By: Jeffrey K. Reed
Signature of authorized representative

Jeffrey K. Reed, President/CEO

Name and title

Date 1/13/2023

EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Section 8 Contract Number: VA360028037

FHA Project Number (if applicable): _____

Effective Date of the Rent Increase (if applicable): 10/1/2022

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
22	2 BR	558	105	663
24	3 BR	670	119	789
10	4 BR	841	136	977

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

INSTRUCTIONS FOR PREPARATION OF RENEWAL CONTRACT

The following instructions are not part of the Renewal Contract.

Endnote numbers are keyed to references in the text of the Renewal Contract.

¹ This form of Renewal Contract must be used for initial and subsequent renewals of an expiring Section 8 project-based HAP contract in accordance with HUD requirements and Section 515(a) of MAHRA.

This form may **not** be used for: Interim Mark-To-Market Renewals; Watch List Renewals; Basic Renewals; Mark-Up-To-Market Renewals; nor Portfolio Reengineering Demonstration or Preservation Renewals.

Section 2 of the Renewal Contract specifies the contract term.

² To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

³ Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

⁴ Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

⁵ Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

⁶ The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

⁷ Enter a whole number of years.

⁸ Enter the amount of funding obligated.

⁹ Enter a whole number of months.

Tab R:

Documentation of Utility Allowance calculation

Preliminary Utility Allowance for North Fork Apartments



North Fork Apartments

To: Cara Mullen – Community Housing Partners

From: Joshua Galloway – New Ecology

Date: March 9, 2024

This memo identifies the preliminary water and sewer utility allowance for North Fork Apartments located in Saltville, VA. Preliminary utility costs were projected using 12 months (2023) of water use from the property and include current applicable rates, fees and taxes for the following provider:

Water: Smyth County Water and Sewer Department

Sewer: Smyth County Water and Sewer Department

Gas: N/A

Trash: N/A

Electricity: N/A (provided by HUD)

The utility rates used to calculate these allowances are current as of the date of this letter. This table shows the monthly utility costs per apartment type.

Utilities	Paid by	2 bedroom	3 bedroom	4 bedroom
Water	Tenant	\$25.60	\$38.40	\$51.20
Sewer	Tenant	\$25.60	\$38.40	\$51.20
TOTALS		\$51.20	\$76.80	\$102.40



Part G – Information on Mortgagor Entity

Name of Entity

Community Housing Partners Corporation

Type of Entity

- Individual General Partnership Joint Tenancy/Tenants in Common Other (specify)
- Corporation Limited Partnership Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jeff Reed President/CEO

Name and Title

Andy Hall COO/EVP

Name and Title

Lance Sutherland CFO/Treasurer

Name and Title

Racquel Reddie Chair

Name and Title

Ana Castilla Vice Chair

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Part H — Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title

Andy Hall, Executive VP/COO

Authorized Official's Signature

6/9/2023

Date (mm/dd/yyyy)

Part I — HUD/Lender Approval

Addendum Number

HAP Contract Number
VA360028037

Exhibit Number

Loan Servicer Signature

Date (mm/dd/yyyy)

Branch Chief/Lender Official Signature

Date (mm/dd/yyyy)

06/12/2023

Director, Housing Management Division Signature

Date (mm/dd/yyyy)

NOTIFICATION OF SECTION 8 CONTRACT RENTS AND FUNDING

For (Check one): Initial Renewal Subsequent Renewal Amend Rent/BA Only
Section 8 Contract Number: VA360028037 Current Contract Expires On: 09/30/2022
Owner Name: CHP North Fork LLC
Project Name: NORTH FORK MANOR
Project Location: 401 Elizabeth Street Saltville Virginia 24370-9707
FHA Project Number:

IDENTIFICATION OF UNITS ("CONTRACT UNITS") BY SIZE AND APPLICABLE CONTRACT RENTS

Rent Effective Date: 10/01/2022 DUNS #: 832240639

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
22	2	\$558	\$105	\$663
24	3	\$670	\$119	\$789
10	4	\$841	\$136	\$977

FUNDING

Budget Authority Increase: 97381
Contract/Renewal Effective Date: 10/1/2022 Expiration Date: 8/27/2032

For HUD Use Only:

Notice to Owner executed by: HUD or CONTRACT ADMINISTRATOR

By: ----- *Robert J. McLaughlin, Jr.* -----

(Signature)

----- *Robert J. McLaughlin, Jr.* -----

(Printed Name)

----- *Director, Quality Control* -----

(Official Title)

----- *01/13/2023* -----

(Date)

U.S. Department of Housing and Urban Development
Office of Affordable Housing Preservation

Project-based Section 8
HOUSING ASSISTANCE PAYMENTS
FULL MARK-TO-MARKET RENEWAL CONTRACT

NORTH FORK MANOR VA360028037

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Full Mark-To-Market Renewal Contract. The instructions are not part of the Renewal Contract

TABLE OF SECTIONS

1 CONTRACT INFORMATION	1
PROJECT	1
TYPE OF RENEWAL	2
2 TERM AND FUNDING OF RENEWAL CONTRACT	2
3 DEFINITIONS	3
4 RENEWAL CONTRACT	4
a Parties	4
b Statutory authority	4
c Expiring Contract	5
d Purpose of Renewal Contract	5
e Contract units	5
5 EXPIRING CONTRACT – PROVISIONS RENEWED	5
6 CONTRACT RENT	6
a Initial contract rents	6
b Contract rent adjustments	6
(1) OCAF	6
(2) Procedure for rent adjustments during renewal term	6
(3) No other adjustments	8
7 OWNER WARRANTIES	9
8 OWNER TERMINATION NOTICE	9

9 PHYSICAL CONDITION AND FINANCIAL REPORTING REQUIREMENTS	9
10 HUD REQUIREMENTS	10
11 STATUTORY CHANGES DURING TERM	10
12 PHA DEFAULT	10
13 EXCLUSION OF THIRD-PARTY RIGHTS	10
14 WRITTEN NOTICES	11
SIGNATURES	12

**U.S. Department of Housing and Urban Development
Office of Housing**

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

FULL MARK-TO-MARKET RENEWAL CONTRACT¹

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: VA360028037

Section 8 Project Number of Expiring Contract: VA360028037

FHA Project Number (if applicable): _____

Project Name: NORTH FORK MANOR

Project Description³

North Fork Manor is located at 401 Elizabeth Street, Saltville, VA 24370-9707 in Smyth County. The property consists of 5 walk-up type buildings with 56 Section 8 units: 22 2BR units, 24 3BR units, and 10 4BR units.

TYPE OF RENEWAL

Check this box for a project renewed under Section 515(a) of MAHRA

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

NAVIGATE AFFORDABLE HOUSING PARTNERS

Address of Contract Administrator

1827 1st Avenue North, Suite 100
Birmingham, AL 35203

Name of Owner⁵

CHP North Fork LLC

Address of Owner

448 Depot Street
Christiansburg, VA 24073

2 TERM AND FUNDING OF RENEWAL CONTRACT

- a The Renewal Contract begins on 10/1/2022⁶ and shall run for a period of 118⁷ months, 26 days.
- b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ 97,381⁸, an amount sufficient to provide housing assistance payments for approximately 3⁹ months of the first annual increment of Renewal Contract term.

-
- c** HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. The Restructuring Commitment, HUD regulations and other requirements, including amendments to the Restructuring Commitment and changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Project. The housing designated in section 1 of the Renewal Contract.

Restructuring Commitment. That certain executed Restructuring Commitment previously entered into by Owner and Contract Administrator in connection with the Owner's participation in the Mark-to-Market Program.

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

4 RENEWAL CONTRACT

a Parties

- (1) The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 10 (HUD requirements), section 11 (statutory changes during term) and section 12 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 515(a) of the MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire or terminate prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

(1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b Any and all provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

-
- (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and
 - (4) Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A, which is attached to and, by this reference, is hereby made a part of the Renewal Contract.

b Contract rent adjustments

(1) OCAF

During the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by using an OCAF.

(2) Procedure for rent adjustments during renewal term

(a) To adjust contract rents during the term of the Renewal Contract, the Contract Administrator shall give the Owner

notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

(b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall specify when the adjustment of contract rent is effective.

(c) If this box is checked , the initial contract rent, as stated in Exhibit A, constitutes an exception rent based on the actual and projected costs of operating the Project, as provided under section 514(g)(3) of MAHRA. Actual market rents are:

- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____
- _____ bedroom: _____

Should the Project anytime during the term of the Renewal Contract receive other government assistance, including but not limited to any loan, grant, credit, tax benefit, or any other form of direct or indirect assistance such as tax credits under Federal, State or local law, the Owner shall provide HUD with written notice, no more than 30 days following receipt of notification from the governmental authority issuing the assistance that such assistance has been or will be awarded. The written notice will identify the type and amount of the assistance awarded, the government entity providing such assistance, and the date of the award. HUD will review the underwriting projections resulting from the receipt of other government assistance, and if HUD determines that Project operating expenses, debt service, and/or required replacement reserve contributions will decrease as a

result of the Project's receipt of other government assistance, HUD may adjust the contract rents downward to the greatest of the following:

- Actual market rents as noted above, adjusted upwards using the appropriate OCAF adjustment factor, compounded annually from the origination date of the renewal contract, per HUD guidelines;
- Revised exception rent after applying the other government assistance, which is determined to decrease operating expenses, debt service, and/or required replacement reserve contribution; and
- Market rents that reflect improvements to the Project (as improved rents) resulting from the application of the additional government assistance, not to exceed the contract rent then in effect. The owner must submit to HUD a rent comparability study (RCS) prepared (at the owner's expense) in accordance with HUD requirements. HUD will have sole discretion to review and adjust the rents provided in the RCS to eliminate upward adjustments attributable to improvements that exceed the M2M Program's non-luxury standard. The rent comparability study must be submitted to HUD along with the notification of the award of the other governmental assistance.

If the additional government assistance is provided in conjunction with a transaction requiring prior HUD approval, such as, an assumption/subordination of Mark-to-Market debt, a TPA, or the approval of a new FHA insured first mortgage, the owner must notify the HUD official approving that transaction of the requirements of this Section. No additional notification of HUD or the Section 8 Contract Administrator staff will be required.

If new secured debt and/or tax credit equity is involved, the owner shall submit pro-forma estimates of the operating expenses, debt service, and replacement reserves that will be required after the application of the additional government assistance. These estimates will be reviewed by HUD in its process of determining a possible contract rent adjustment.

(d) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(3) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a** The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b** The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a** Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b** If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 PHYSICAL CONDITION AND FINANCIAL REPORTING REQUIREMENTS

- a** The Owner shall comply with HUD's Physical Condition Standards and Inspection Requirements of 24 CFR part 5, subpart G, including any changes in the regulations and related Directives. In addition, the Owner shall comply with HUD's Physical Condition Standards of Multifamily Properties of 24 CFR part 200, subpart P, including any changes in the regulation and related Directives. This obligation shall apply both during the current term of the HAP contract and during each successive renewal term.
- b** The Owner shall comply with HUD's Uniform Financial Reporting Standards of 24 CFR, part 5, subpart H, including any changes in the regulation and related Directives. This obligation shall apply during the current term of the HAP contract and for each successive renewal term.
- c** This section 9 of the Renewal Contract shall not be construed to limit the requirements referred to in section 10 of the Renewal Contract.

10 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, the Restructuring Commitment, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

11 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

12 PHA DEFAULT

- a** This section 12 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b** If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

13 EXCLUSION OF THIRD-PARTY RIGHTS

- a** The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner’s action or failure to act in connection with the Contract Administrator’s implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b** The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c** If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD, the Contract Administrator is not the agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

14 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator
NAVIGATE AFFORDABLE HOUSING PARTNERS

By: Robert J. McLaughlin, Jr.
Signature of authorized representative

For Lisa McCarroll, President and CEO

Name and official title

Date 01/13/2023

U.S. Department of Housing and Urban Development

By: Tanya Winters
Signature of authorized representative

Authorized Agent - Tanya Winters, Account Executive Branch Chief

Name and official title

January 17, 2023

Date _____

Owner

Name of Owner

CHP North Fork LLC

By: Jeffrey K. Reed
Signature of authorized representative

Jeffrey K. Reed, President/CEO

Name and title

Date 1/13/2023

EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Section 8 Contract Number: VA360028037

FHA Project Number (if applicable): _____

Effective Date of the Rent Increase (if applicable): 10/1/2022

Number of Contract Units	Number of Bedrooms	Contract Rent	Utility Allowance	Gross Rent
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NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

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This form may **not** be used for: Interim Mark-To-Market Renewals; Watch List Renewals; Basic Renewals; Mark-Up-To-Market Renewals; nor Portfolio Reengineering Demonstration or Preservation Renewals.

Section 2 of the Renewal Contract specifies the contract term.

² To prepare the Renewal Contract for execution by the parties, fill out all contract information in section 1 and section 2.

³ Enter a description of the housing that will be covered by the Renewal Contract. The description must clearly identify the Project by providing the Project's name, street address, city, county, state and zip code, block and lot number (if known), and any other information necessary to clearly designate the covered Project.

If necessary, attach an exhibit with a site plan, legal description or other descriptive information. Enter a reference to the attached exhibit.

⁴ Enter the name of the Contract Administrator that executes the Renewal Contract. If HUD is the Contract Administrator, enter "United States of America – Department of Housing and Urban Development (HUD)". If the Contract Administrator is a public housing agency ("PHA"), enter the full legal name of the PHA.

⁵ Enter the full legal name of the Owner. For example: "ABC Corporation, Inc., a Maryland corporation."

⁶ The Renewal Contract must be entered before expiration of the Expiring Contract. Enter the date of the first day after expiration of the term of the Expiring Contract.

⁷ Enter a whole number of years.

⁸ Enter the amount of funding obligated.

⁹ Enter a whole number of months.

Note on Vacancy Rate Assumption

North Fork Manor

2024 LIHTC Application

VHDA TRACKING # 2024 – C-50

The North Fork Manor application uses a 5 percent vacancy rate versus the standard 7 percent vacancy rate. We feel that the 5 percent rate is justified based on the market study information received from Bowen National Research. As shown in the table on the next page which indicates that all seven rental housing projects surveyed in the Site PMA offer affordable units, including the subject project are all 100% occupied with waiting lists. Furthermore, North Fork Manor currently has a twenty-nine person waitlist. This information indicates that a pent-up demand exists for affordable rental housing in the Site PMA. The scope of rehab should further enhance the curb appeal of North Fork Manor which in turn should increase occupancy rates. Given this fact pattern we believe we are justified in underwriting to a 5 percent vacancy rate.

V. Rental Housing Analysis (Supply)

A. OVERVIEW OF RENTAL HOUSING

The distributions of the area housing stock within the Saltville Site PMA in 2010 and 2024, are summarized in the following table:

Housing Status	2010 (Census)		2024 (Estimated)	
	Number	Percent	Number	Percent
Total-Occupied	15,487	89.1%	14,911	87.4%
Owner-Occupied	10,380	67.0%	10,368	69.5%
Renter-Occupied	5,107	33.0%	4,542	30.5%
Vacant	1,896	10.9%	2,148	12.6%
Total	17,383	100.0%	17,058	100.0%

Source: 2010 Census, ESRI, Bowen National Research

Of the 17,058 total housing units in the market, 12.6% were vacant. In 2024, it was estimated that homeowners occupied 69.5% of all occupied housing units, while the remaining 30.5% were occupied by renters.

Conventional Non-Subsidized Apartments

We identified and personally surveyed seven conventional housing projects containing a total of 275 units within the Site PMA, including the subject site. This survey was conducted to establish the overall strength of the rental market and to identify those properties most comparable to the subject site. These rentals have a combined occupancy rate of 100.0%, a very strong rate for rental housing. The following table summarizes the rental housing projects surveyed in the market, broken out by project type.

Project Type	Projects Surveyed	Total Units	Vacant Units	Occupancy Rate
Tax Credit	3	85	0	100.0%
Tax Credit/Government-Subsidized	3	134	0	100.0%
Government-Subsidized	1	56	0	100.0%
Total	7	275	0	100.0%

All rental housing projects identified and surveyed in the Site PMA offer affordable (i.e. Tax Credit and/or government-subsidized) units, including the subject project. These projects are all 100.0% occupied with waiting lists, indicating that pent-up demand exists for affordable rental housing in the Site PMA.

Tab S:

Supportive House Certification and/or
Resident Well Being MOU

Memorandum of Understanding between Community Housing Partners (CHP) and Mount Rogers Community Services (MRCS)

October 28th, 2021

Community Housing Partners (CHP) and Mount Rogers Community Services (MRCS) have agreed to join into this Memorandum of Understanding (MOU) to better serve and house individuals with disabilities living within the joint service area of these two agencies.

This MOU establishes the working relationships between the two agencies. Community Housing Partners will provide and develop affordable housing units for permanent and auxiliary grant supportive housing (PSH, AGSH) recipients with apartment settings.

Guiding Principles

All parties under this MOU jointly recognize the following:

- Permanent Supportive Housing (PSH) is an evidence-based housing model that incorporates housing supports (like rent, security deposits, furniture, etc) and services to people with disabilities (physical and mental), homelessness, poverty, etc.
- People with disabilities often have extremely low incomes and find themselves in need of safe, decent, and affordable housing.
- People with these issues are members of the community with all the rights, privileges, opportunities, and responsibilities accorded to the greater community.
- People suffering these afflictions are diverse in terms of their strengths, motivations, goals, backgrounds, needs and disabilities.
- In locating supportive housing options of choice, the input of individuals, treatment team(s) and their guardians will be imperative.
- We are an equal opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18), or any other legally protected characteristic. We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Roles and Responsibilities

Community Housing Partners understands and will do the following:

- Develop and dedicate properties to serve PSH, AGSH recipients.
- Designate a staff member to be responsible for the ownership responsibilities of these residential properties and to be the liaison with Mount Rogers Community Services.
- Review policies and procedures to facilitate compliance with state and federal funding requirements for the development and ownership of these residential properties through the life of the designated financing term. Examples of such policies include criminal records screenings, reasonable accommodation requests, use of special housing types, terminations and appeals, and certifying and annual recertification of income eligibility.

- Ensure that all program participants and/or their guardians understand their right to request a reasonable accommodation and be aware of the formal process for hearing these requests and acting on them.
- Meet quarterly or as needed with designated Mount Rogers Community Services staff to discuss program and property status and identify any potential barriers to current or future implementation.
- CHP will set aside 8% of the units on the property to meet the criteria for those individuals needing PSH. These units will be continuously advertised for an on-going basis. CHP will advise the partnering agency at least 60 days prior to a unit becoming vacant that the unit is available and may only be filled by a non-PSH household if no eligible PSH households are referred within that 60 day period. PSH designated units in properties of 25 units or less must be held open for a minimum of 30 days upon vacancy and may only be filled by a non-PSH household if no eligible PSH households are referred within that 30 day period.

Mount Rogers Community Services understands and will do the following:

- Identify Mount Rogers Community Services individuals in need of community-based supportive housing and refer these individuals to the appropriate and chosen residential property. Mount Rogers Community Services will provide Community Housing Partners with base-line income and demographic information to maintain income eligibility and re-certify this on an annual basis.
 - Identify any potential issues with criminal history or tenant history that could be a potential barrier to receiving housing assistance and gather evidence to present to Community Housing Partners regarding any mitigating circumstances.
- When necessary, maintain a waiting list of individuals who are potentially eligible for residential placements.
- Ensure all participants are informed of their right to request a reasonable accommodation and steps of the formal hearing process. When necessary, assist individuals or their guardians to submit reasonable accommodation requests to Community Housing Partners.
- Help tenants understand their rights and responsibilities under fair housing and tenant/landlord laws. This includes explaining the responsibilities of a lease, and/or a sub-lease, maintaining the housing unit in a responsible manner/condition, and requesting repairs as needed.
- Under certain conditions/situations Mount Rogers Community Services housing staff may assist a tenant in dissolving the lease agreement with the landlord prior to the lease term ending.

Further Acknowledgement and Understanding

- Tenants may be terminated from the AGSH/PSH program when they no longer meet eligibility for the program. This termination is in no way affiliated with the eviction process, but merely a cessation of programmatic aspects such as rent subsidies, inspections and support rendered by housing staff.
- Alternatively, eviction as well as the mutually agreed upon cessation of a lease before its term end does not mean termination from the PSH/AGSH program.
- Formal eviction can only take place when some aspect of the lease agreement has been violated and legal action is taken by a respective landlord. Both Mount Rogers Community Services and Community Housing Partners agree to work towards amelioration of concerns and/or issues prior to the execution of formal eviction proceedings.
- All program participants will be informed of applicable grievance procedures. Program participants will have the opportunity to appeal decisions, including the termination of residency and rental assistance, and the termination of Mount Rogers Community Services services.
- Each of the parties involved in this MOU will be responsible for their respective costs related to this agreement.

Terms

This MOU will begin effective the later of June 1st, 2022, or the properties place in service date. This MOU will be automatically renewed with the same terms and conditions annually thereafter except where either party provides written notice of nonrenewal three months before the annual termination date. Otherwise, this MOU may be terminated in accordance with the second on Termination below.

Three months prior to lease up, both parties will create and agree to a scope of work which outlines the responsibilities of each party.


Termination

Either party may terminate this MOU by giving the other party 90 days prior written notice. The party wishing to terminate the agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide 30 days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

Amendments

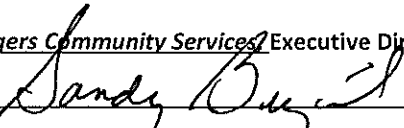
This MOU may be amended in writing and authorized by the designated representatives of both Community Housing Partners and Mount Rogers Community Services.

Community Housing Partners (printed property owner name)

Signed: 

Date: 10/28/2021

Mount Rogers Community Services Executive Director

Signed: 

Date: 10-28-2021

**AFFIRMATION REGARDING CONTINUING EFFECT
OF MEMORANDUM OF UNDERSTANDING
between
Mount Rogers Community Services
and
Community Housing Partners Corporation**

Community Housing Partners Corporation ("CHP") and Mount Rogers Community Services ("MRCS") have executed this affirmation to provide notification that the attached Memorandum of Understanding ("MOU") regarding CHP and MRCS's joint effort and agreement to provide the services and support indicated therein to those within MRCS's service area remains in effect as of the date of execution below and is intended to be an ongoing effort between CHP and MRCS until terminated by either party in writing as set forth in the

COMMUNITY HOUSING PARTNERS CORPORATION

Signature: Andy Davenport
Andrew Davenport, Vice President Development

Date: 2/29/24

MOUNT ROGERS COMMUNITY SERVICES

Signature: Sandy Bryant

Print Name: Sandy Bryant

Position/Title: Chief Executive Officer

Date: 2/29/24



COMMUNITY HOUSING PARTNERS

Community Housing Partners

448 Depot Street NE, Christiansburg, VA 24073 | (540) 382-2002, TTY: 711, fax: (540) 382-1935 | www.CommunityHousingPartners.org



RESIDENT WELLBEING

5.c. Development will provide tenants with free, on-call, telephonic, or virtual healthcare services with a licensed provider.

Community Housing Partners (CHP) will contract with a qualified healthcare provider such as a FQHC for support in developing a telehealth solution that meets the requirements of the QAP, is administratively and financially viable, and serves the best interests of our residents.

CHP will lead a co-design phase to fully develop a scalable program in detail. The co-design phase will involve engagement, input, and feedback from residents to ensure that the program is equitable. The concept described below will be a starting point with further development during year one of the project.

However, CHP will immediately provide access and support for residents to utilize telehealth services. This will include encouragement of residents to use telehealth option(s) from their existing providers to prevent fragmentation of care. If a resident is uninsured and/or does not have an existing care provider, CHP will establish an MOU with a qualified healthcare provider such as a FQHC for telehealth services.

CHP will provide:

- Connectivity via free in-unit and community WiFi service
- Access to technology through a tablet made available to resident who don't have access to a smart device with video capability.
- Private space for residents whose apartment units don't provide the level of privacy needed to engage in telehealth services. These spaces may include meeting rooms, office space, and/or community room spaces.
- Resident assistance, education, outreach, and coordination with the FQHC for maximized impact.
- Payment to a qualified healthcare provider such as a FQHC for one telehealth service per resident household per year.

The Provider will offer at least one telehealth visit per household per year with a licensed medical professional and the resident will not be charged for this service. Related fees will be billed to CHP in an amount not to exceed (\$20) per household per year and have been included on line 13 under Administrative Expenses on the Budget Tab in the application.

CHP has reached out A qualified healthcare provider such as a FQHC to explore partnering on this service.

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18), or any other legally protected characteristic. We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Memorandum of Understanding

Between

Community Housing Partners

And

[insert partner(s)]

This memorandum of Understanding (MOU) sets the terms and understanding between the Community Housing Partners and [insert partner] to support telehealth access for residents of the Community Housing Partners affordable housing development in [insert city].

Background

Community Housing Partners develops, owns, and operates affordable housing across Virginia for low-income families, older adults, and persons with disabilities. Residents of low-income housing are disproportionately burdened by chronic conditions and experience barriers to getting the health care services they need to be healthy.

Telehealth has been shown to improve access to care. Telehealth use was limited and underutilized prior to the COVID 19 pandemic, and use skyrocketed during the pandemic in order to provide needed medical care while limiting potential exposure to the virus during in person visits. Although use has dropped from the 2020 peak, uptake remains steady and above pre-pandemic levels. Both patients and providers have learned how telehealth can provide more convenient access to quality care. Many telehealth flexibilities have been made permanent or continue to be extended so telehealth has become a more common option for care delivery.

Telehealth is especially impactful for individuals with transportation or scheduling issues, where keeping scheduled appointments during limited business hours is an ongoing barrier to care. Telehealth is also useful for afterhours access to clinical consultations which can help individuals decide whether emergency or urgent care is needed or appropriate. The largest use case with the most widespread uptake has been tele-mental health which allows patients to engage in care from more private and less stigmatizing locations.

Purpose

[name of Organization] agrees to partner with Community Housing Partners to increase access to telehealth services for residents of the [NAME] development. We provide sliding scale fee rates for

uninsured persons at (insert\$--) per visit, and will provide one telehealth visit per household per year at a rate no greater than this amount to increase access to health care services.

Partner Responsibilities

Community Housing Partners will provide free Wi-Fi and telehealth devices (tablets) for individuals who do not have smart phones or tablets to enable residents to access telehealth services. Community Housing Partners will also provide a private meeting space for persons who live in households that do not offer privacy. Community Housing Partners will assist residents to log into the telehealth visit as feasible.

NAME of partner will provide information for Community Housing Partners to share with residents about all services offered, including information about providers to encourage each resident who does not have a regular doctor to establish this important relationship. (NAME of Partner) will provide at least one telehealth visit per household per year with a licensed medical professional and the resident will not be charged for this service. Related fees will be billed to Community Housing Partners in an amount not to exceed (insert \$) per household per year.

Duration

This MOU will be in effect 30 days after the development is occupied and will remain in effect for (insert here)

Contact Information

[insert the contact information for each organization in this agreement]

Signatures

(partner signature)
[insert partner name, position, organization]

(date)

(partner signature)
[insert partner name, position, organization]

(date)

Tab T:

Funding Documentation



COMMUNITY HOUSING PARTNERS

Community Housing Partners

448 Depot Street NE, Christiansburg, VA 24073 | (540) 382-2002, TTY: 711, fax: (540) 382-1935 | www.CommunityHousingPartners.org



Capital Magnet Fund Loan Commitment

March 1, 2024

North Fork Preservation, LLC
448 Depot Street
Christiansburg, VA 24073

**Re: Commitment for North Fork Apartments
233 Elizabeth St, Saltville, VA 24370**

To Whom It May Concern:

Community Housing Partners Corporation has committed \$200,000 of its Capital Magnet Fund (CMF) award from the U.S. Department of the Treasury’s Community Development Financial Institutions Fund for permanent financing associated with the acquisition and rehabilitation of the North Fork Apartments project. The terms of the loan are as follows:

Amount	\$200,000
Term	20 Years
Priority of Lien	N/A
Amortization	N/A
Interest Rate	AFR
Payment	Cash flow contingent
Expected Units by AMI	56 31%-50%
	0 51%-80%
	56 Total

The following requirements also accompany this funding commitment:

- The CMF Program Award can be used to pay for Eligible Project Costs only as defined in the CMF Award Recipient’s Assistance Agreement, which includes leveraged costs. Such costs must be consistent with 12 C.F.R. §1807.500 and are further limited by the following:
 - (a) No costs attributable to Direct Administrative Expenses;

- (b) No costs attributable to prohibited uses as identified in 12 C.F.R. § 1807.302(a) and § 1807.302(b);
- (c) Notwithstanding the foregoing noted above, costs are deemed Eligible Project Costs only if they are expenses that are reasonable, necessary, and non-luxury, and are related to the Development, Preservation, Rehabilitation and/or Purchase of Affordable Housing.

Sincerely,

R. Lance Sutherland

Lance Sutherland
Chief Financial Officer

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- [Expand All](#) | [Collapse All](#)

Applicant

AWD-00008371

Award Program:	CMF	Award Name	AWD-00008371
Award Year	2019	Organization	Community Housing Partners
Award Control Number	191CM053328	Funding Application	
Award Amount \$	\$4,500,000.00	CDFI Certification Status	Not Certified
Persistent Poverty Award Amount			

Award Contacts

Program Portfolio Mgr

Program Portfolio Mgr Email

Authorized Representative Lance Sutherland

Auth Rep email lsutherland@chpc2.org

Compliance Portfolio Manager

Compliance Portfolio Manager Email

Agreement Detail

Announcement Date 2/25/2020

Assistance Agreement Recipient Review

Recipient Review Status

Comments for Recipient

Recipient Review Comments

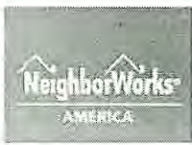
CMF Recipients: DO NOT complete this section. Financial Assistance Details

Award Amount Base FA \$	Matching Funds Requirement	Not Applicable
Disability Funds Award Amount	Total In-Hand	\$0.00
	Total Match Committed	\$0.00
	Total Approved Match Amount	\$0.00

CMF Recipients: DO NOT complete this section. FA Objectives Attestation

FA Objectives Attestation No FA Objectives Attestations apply to this award. Do not check this box.

FA Objectives Attestation Signed



March 11, 2024

Jeffrey Reed
President & CEO
Community Housing Partners
448 Depot St. NE
Christiansburg, VA 24073

Re: Commitment for North Fork Manor
233 Elizabeth Street, Saltville, VA 24370

Dear Mr. Reed,

On behalf of NeighborWorks America (NeighborWorks), I am pleased to provide this commitment letter to Community Housing Partners for a grant of \$500,000. It is my understanding that these funds will be used for the development of **North Fork Manor**.

NeighborWorks has underwritten Community Housing Partners and has classified the organization as "Exemplary," the highest organizational underwriting rating that we give to any organization. The **North Fork Manor** project has been underwritten and approved under NeighborWorks capital funding for the rental real estate line of business program.

I wish you the best on the completion of this important affordable housing development.

Respectfully,

A handwritten signature in cursive script that reads "Christie Cade".

Dr. Christie Cade

Regional Vice President



COMMUNITY HOUSING PARTNERS

Firm Sponsor Loan Commitment

March 12, 2024

North Fork Preservation, LLC
448 Depot Street NE
Christiansburg, VA 24073

Re: North Fork Manor

To Whom It May Concern:

Please be aware that Community Housing Partners Corporation (CHP) is acting as Sponsor for the above-named project. On March 11, 2024, CHP received a commitment of \$500,000 of funds from NeighborWorks America for the rehabilitation of North Fork Manor. CHP has committed \$500,000 of NeighborWorks funds to North Fork Preservation, LLC, as a loan under the terms and conditions described below:

Table with 2 columns: Term, Amount, Amortization, Interest Rate, Payment Rate. Values include \$500,000, 30 Years, N/A, AFR, and Payments from Cash Flow.

By: COMMUNITY HOUSING PARTNERS CORPORATION, a Virginia nonstock corporation, its Managing Member

By: [Signature] (SEAL)
Name: Andy Davenport
Title: Vice President

Community Housing Partners
www.CommunityHousingPartners.org

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 543-7200, TTY: 711, fax: (804) 543-7208





COMMUNITY HOUSING PARTNERS

Firm Developer Fee Commitment

Community Housing Partners

4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7200 | TTY: 711, fax: (804) 343-7208 | www.CommunityHousingPartners.org



March 12, 2024

North Fork Preservation, LLC
448 Depot Street NE
Christiansburg, VA 24073

Re: North Fork Manor

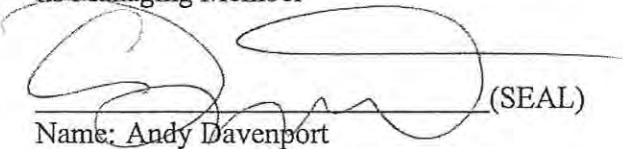
To Whom It May Concern:

Please be aware that Community Housing Partners Corporation is acting as Developer for the above-named project. As such, we agree to defer \$82,723.00 of our Developer Fee ("Deferred Developer's Fee") as a loan from the Developer (Community Housing Partners Corporation), which shall be evidenced by a deferred fee note including the terms and conditions described below:

Amount	\$82,723.00
Term	13 Years
Priority of Lien	N/A
Amortization	N/A
Interest Rate	AFR
Payment Rate	As Available from Cash Flow

Sincerely,

By: COMMUNITY HOUSING PARTNERS CORPORATION, a Virginia nonstock corporation, its Managing Member

By:  (SEAL)

Name: Andy Davenport
Title: Vice President

PROMISSORY NOTE

Principal Sum: \$82,723.00

Date: _____, 20__

For value received, the undersigned, **North Fork Preservation, LLC**, a Virginia limited liability company, with its office located at 448 Depot Street, Christiansburg, Virginia 24073 (the "Borrower"), hereby promises to pay to the order of Community Housing Partners Corporation, a Virginia nonstock corporation, with its office located at 448 Depot Street, Christiansburg, Virginia 24073 (the "Lender"), the principal sum of EIGHTY TWO THOUSAND SEVEN HUNDRED AND TWENTY THREE and 00/100 Dollars (\$82,723.00) (the "Loan").

This Loan is made in connection with a low-income housing project known as North Fork Manor located in the Town of Saltville, Virginia (the "Property").

1. Interest Rate: This Promissory Note (the "Note") shall bear interest at an annual interest rate, compounded annually, equal to the applicable Federal long-term rate (AFR), as defined in Section 1274(d) of the Internal Revenue Code of 1986, as amended, for thirteen (13) years, due upon maturity.
2. Payments: No payments of principal or interest shall be due prior to maturity, except as otherwise set forth herein. Principal and interest shall be payable only with Net Cash Flow (as defined in the Borrower's Amended and Restated Operating Agreement dated as of _____ (the "Operating Agreement")) of the Borrower in the priority set forth in Section ____ of the Operating Agreement. Prior to default, all payments, if any, received under this Note shall be applied to the reduction of principal. After default, all payments received by Lender in connection with this Note shall be applied as follows: first to the repayment of any sums advanced by the Lender to protect the Property as otherwise described in this Note; second, to the payment of the Lender's attorney fees and other expenses as provided for in this Note; third, to the payment of interest; and fourth, to the reduction of principal.
3. Term / Maturity Date: Unless earlier payable in accordance with this Note or any other document executed in connection herewith, the entire unpaid principal balance shall be due and payable in full **thirteen (13) years** from Final Closing (as defined in the Operating Agreement).
4. Method and Place of Payment: All payments of interest and principal, and all reimbursements (including repayments), shall be payable in lawful money of the United States of America to the Lender at its place of business located at 448 Depot Street, Christiansburg, Virginia, 24073 or at such other place as the Lender may designate in writing.
5. Prepayment: The Borrower shall have the right to prepay all or any portion of the outstanding principal balance of this Note at any time. No prepayment premium will be charged.
6. Default / Acceleration: At the option of the Lender, this Note and the indebtedness evidenced hereby may be declared immediately due and payable, as set forth in Section 7 below, and notwithstanding any prior waiver of any breach or default, or other indulgence, upon the occurrence at any time of any one or more of the following events:

- a. Default in making any payment of principal, or any other charges due hereunder continuing uncured beyond ten (10) days from the date the Lender gives written notice to the Borrower of such default;
- b. Any other violations, breach, or default of or under this Note, or any other agreement now or hereafter recorded in the Smyth Country , Virginia Land Records and executed in connection with this Note or evidencing or securing any obligation of the Borrower to the Lender, now existing or hereinafter arising in connection with this Note and continuing uncured beyond the applicable grace period, or, if no grace period is specified, beyond thirty (30) days from the date the Lender gives written notice to the Borrower specifying the breach, violation, or default;
- c. In the event any representation or warranty made by the Borrower in connection with this Note shall, when made, have been materially false or misleading;
- d. In the event any mortgage, deed of trust, security agreement, or other document executed in connection herewith, shall cease to provide the Lender with the lien, security interest, rights, titles, remedies, powers, or privileges intended to be created by the terms hereof or the applicability thereof; or
- e. In the event any part of the obligation of this Note or any document executed in connection herewith shall be disaffirmed by the Borrower.

7. Remedies Upon Default: Upon any default by the Borrower, the Lender:

- a. May declare the indebtedness evidenced by this Note immediately due and payable;
- b. May pursue any and all remedies provided for hereunder, or any and all remedies provided at law, or in equity.

The Lender's remedies set forth above are not exclusive of any other available remedy or remedies, but each remedy shall be cumulative and shall be in addition to any other remedy given by this Note, and any document executed in connection herewith, at law, in equity, or by statute, whether now existing or hereafter arising. The exercise of any remedy or remedies shall not be an election of remedies. The remedies and rights of the Lender may be exercised concurrently, in combination, or in any order that the Lender deems appropriate. Failure to exercise any right hereunder shall not constitute a waiver of the right to exercise the same at any other time.

_____ and _____, the investor members of the Borrower and their affiliates, successors and/or assigns (the "Investor Members"), shall have the right, but not the obligation, to cure any default on behalf of Borrower under the same terms as those provided to the Borrower, and the Lender shall accept such cure as if such cure were made by the Borrower.

Notwithstanding anything to the contrary contained herein, in no event shall the Lender declare a default or event of default nor execute any remedy upon the occurrence of any monetary or non-monetary event of default under the Loan for the duration of the "Compliance Period", as that term is defined in Section 42 of the Internal Revenue Code.

8. Payment of Costs of Collection: The Borrower further agrees that if this Note is placed in the hands of an attorney for collection or enforcement, or if the debt or obligations of the Borrower, or any part thereof, is collected or enforced by an attorney through foreclosure or by legal proceedings of any kind, reasonable attorney fees and all costs and expenses incident upon such collection for enforcement shall be added to the amount due upon this Note and be collectible as part hereof. The Borrower agrees that the award of reasonable attorney fees may exceed 2% of the total principal interest and costs due under this Note.

9. Governing Law: This Note is to be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. Assignment: Lender may freely transfer or assign to any entity any or all of its rights under this Note. Except with the prior written consent of Lender, which shall not be unreasonably withheld, the Borrower may not assign its rights and obligations under this Note to any other entity. Notwithstanding any other provision of this Note or any related document, the Lender agrees that it shall not unreasonably withhold its consent to any sale of the Property, or other conveyance or assignment of all or part of the Borrower's rights and obligations under this Note, for the purpose of providing affordable housing. Any such sale or conveyance may not be permitted if the resulting total aggregate amount of any liens against the Property would be more than the appraised value of the Property at or about the time of sale or other conveyance, it being the intention of the Lender and the Borrower to protect Lender's secured equity. Lender must approve appraiser.

11. Notices. All notices required or permitted hereunder shall be in writing and delivered personally or made by addressing the same to the party to whom directed at the following addresses by registered or certified mail, return receipt requested, or by hand delivery:

If to the Borrower North Fork Preservation, LLC
 c/o Community Housing Partners Corporation
 448 Depot Street NE
 Christiansburg, Virginia 24073
 Attention: Jeffrey K. Reed

With a copy to: _____

With a copy to: _____

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized agent on this the day and year first above written.

North Fork Preservation, LLC,
a Virginia limited liability company

By: CHP North Fork Preservation, LLC,
a Virginia limited liability company,
its Managing Member

By: Community Housing Partners Corporation,
a Virginia nonprofit corporation,
its Managing Member

By: _____ (SEAL)
Name: Andy Davenport
Title: Vice President

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF _____) TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Andy Davenport, as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the managing member of CHP North Fork Preservation, LLC, a Virginia limited liability company, the managing member of North Fork Preservation, LLC, a Virginia limited liability company, on behalf of the company.

My Commission Expires: _____
Registration Number: _____

Notary Public

44767616_1

Tab U:

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



PROPERTY
MANAGEMENT

Virginia Renters
Education
Acknowledgement

Community Housing Partners

448 Depot Street NE, Christiansburg, VA 24073 | (540) 382-2002, TTY: 711, fax: (540) 382-1935 | www.CommunityHousingPartners.org

Today's Date:

Unit Address:

Unit#:

- I, <<TenantFirstLast>> chose to opt out of receiving a printed copy of "How to be a Successful Renter" handbook at the time of my lease signing. I further acknowledge and agree that I will review the handbook at the following web address on my own.

<https://www.virginiahousing.com/-/media/project/vhcomtenant/virginiahousingsite/renters/renterhandbook.pdf>

- I, <<TenantFirstLast>> acknowledge, by my signature below that I was given a printed copy of "How to be a Successful Renter" handbook at the time of my lease signing.

<<TenantFirstLast>>
Head of Household

Signature of Resident

Date



We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18), or any other legally protected characteristic. We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Tab V:

Nonprofit or LHA Purchase Option or Right of First Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Williams Mullen Center
200 South 10th Street
Suite 1600
Richmond, VA 23219
Attention: Lauren Nowlin

RIGHT OF FIRST REFUSAL AGREEMENT
(North Fork Manor)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of March 12th, 2024 by and among **NORTH FORK PRESERVATION, LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **COMMUNITY HOUSING PARTNERS CORPORATION**, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by **CHP NORTH FORK PRESERVATION, LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [] limited liability company (the "Investor Member") and [] **SPECIAL LIMITED PARTNER, L.L.C.**, a [] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 56-unit apartment project for families located in the County of Smyth, Virginia and commonly known as "North Fork Manor" (the "Project"). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that are required by Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent

partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the County of Smyth, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS,**" latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, Community Housing Partners Corporation, 448 Depot Street NE, Christiansburg, Virginia 24073, Attention: Jeffrey K. Reed; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

OWNER:

NORTH FORK PRESERVATION, LLC,
a Virginia limited liability company


By: CHP NORTH FORK PRESERVATION, LLC,
a Virginia limited liability company,
its Managing Member

By: Community Housing Partners Corporation,
a Virginia nonprofit corporation,
its Managing Member

By:  (SEAL)
Name: Andrew Davenport
Title: Vice President

COMMONWEALTH OF VIRGINIA)
)
CITY/COUNTY OF Montgomery)

On March 12th, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the managing member of CHP North Fork Preservation, LLC, a Virginia limited liability company, the Managing Member of North Fork Preservation, LLC, a Virginia limited liability company and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.



Notary Public
Commission expires: 08/31/2027
Registration No.: 7650884



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

MANAGING MEMBER:

CHP NORTH FORK PRESERVATION, LLC,
a Virginia limited liability company,
its Managing Member

By: Community Housing Partners Corporation,
a Virginia nonprofit corporation,
its Managing Member

By:  (SEAL)
Name: Andrew Davenport
Title: Vice President

COMMONWEALTH OF VIRGINIA)
)
~~CITY~~/COUNTY OF Montgomery)

On March 12th, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the Managing Member of CHP North Fork Preservation, LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.



Notary Public

Commission expires: 08/31/2027

Registration No.: 7650884



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

INVESTOR MEMBER:

[INVESTOR ENTITY], a [] limited liability company

By: []

By: _____

Name: _____

Title: _____

SPECIAL MEMBER:

[] **SPECIAL LIMITED PARTNER, L.L.C.**, a [] limited liability company

By: []

By: _____

Name: _____

Title: _____

STATE OF _____)

)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared [], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [], the manager of [Investor Entity], a [] limited liability company, and [] **Special Limited Partner, L.L.C.**, a [] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires:

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follows, to wit:

BEGINNING at an iron pin in the nonhcast line of Government Plant Road in the east property line of Jimmie Lee Hayden;

THENCE from said Beginning point with the east property line of Jimmie Lee Hayden, North 13 degrees 17 minutes 20 seconds East 244.79 feet to an iron pin in the property line of Ralph G. Davidson;

THENCE with the property line of Ralph G. Davidson, North 13 degrees 17 minutes 20 seconds East 108.08 feet of an iron pin;

THENCE still with the property line of Ralph G. Davidson, North 72 degrees 24 minutes 20 second West 244.65 feet to an iron pin in the east line of an alley;

THENCE with the east line of said alley, North 37 degrees 28 minutes 10 seconds East 518.61 feet to an iron pin in the property line of Town of Saltville;

THENCE with the property line of the Town of Saltville, South 48 degrees 35 minutes 40 seconds East 463.85 feet to an iron pin;

THENCE still with the property line of the Town of Saltville, South 16 degrees 09 minutes 00 seconds West 776.22 feet to an iron pin in the north line of Government Plant Road;

THENCE with the north line of Government Plant Road, the following lines: 12 degrees 35 minutes 00 minutes West 92.75 feet to an iron pin;

THENCE conitnuing with the north line of Government Plant Road, a curve to the left, having an arc length of 208.69 feet, delta of 31 degrees 50 minutes, a radius of 375.61 feet, a tangent of 15.38 feet to an iron pin;

THENCE North 44 degrees 24 minutes 00 second West 59.17 feet to an iron pin in the northeast property line of Jimmie Lee Hayden, the Point of BEGINNING, containing 5.77 acres pursuant to an in accordance with a Plat of Survey dated December 6, 1979, and revised March 10, 1981, made by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all minerals I the above-described property. The word "minerals" is defined to include, among the normal definitons, all hydrocarbons reserved by the The Town of Saltville, Virignia, in the below described deed.

BEING the same property conveyed to North Fok Manor, Ltd., a Virginia limited partnership, by deed dated February 16, 1981, recorded March 24, 1981, in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 651.

PARCEL TWO:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follows, to-wit:

BEGINNING at an iron pin in the north line of Government Plant Road, corner to the property line of Fred Dye (now or formerly);

THENCE with the property line of Fred Dye, North 37 degrees 32 minutes 10 seconds East 128.90 feet to an iron pin in the property line of Ralph G. Davidson;

THENCE with the property line of Ralph G. Davidson, South 72 degrees 24 minutes 20 seconds East 168.79 feet to the property line of the Town of Saltville;

THENCE with the property line of the Town of Saltville, South 13 degrees 17 minutes 20 seconds West 244.79 feet to an iron pin in the north line of Government Plant Road, North 44 degrees 24 minutes 00 seconds West 261.79 feet to an iron pin in the property line of Fred Dye, the Point of BEGINNING, containing 0.86 acre, pursuant to and in accordance with a Plat of Survey, dated December 6, 1979, revised March 10, 1980, by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all minerals in the above-described property excepted in the deed from the Town of Saltville to Jimmie Lee Hayden and Shelia Ann Davidson Hayden, his wife, dated January 5, 1977, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 283, Page 570.

BEING the same property conveyed to North Fork Manor, Ltd. by deed from Jimmie Lee Hayden and Shelia Ann Davidson, his wife, dated February 16, 1981, recorded March 24, 1981, in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 654.

PARCEL THREE:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follow, to-wit:

BEGINNING at an iron pin in the north property line of Fred Dye, which Beginning Point is North 37 degrees 32 minutes 10 seconds East from the Government Plant Road;

THENCE from Beginning Point, with the property line of Fred Dye, North 51 degrees 42 minutes 10 seconds West 115.73 feet to the east line of an alley;

THENCE with the east line of said alley, North 37 degrees 38 minutes 10 seconds East 71.14 feet to an iron pin in the property line of the Town of Saltville;

THENCE with the property line of the Town of Saltville South 72 degrees 24 minutes 20 seconds East 244.65 feet to an iron pin;

THENCE still with the property line of the Town of Saltville, South 13 degrees 17 minutes 20 seconds West 108.08 feet to an iron pin in the line of Jimmie Lee Hayden;

THENCE with the property line of Jimmie Lee Hayden, North 72 degrees 24 minutes 20 second West 168.79 feet to an iron pin in the north line of Fred Dye, the Point of BEGINNING, containing 0.61 acre, pursuant to and in accordance with a Plat of Survey dated December 6, 1979, revised March 10, 1981, by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all the minerals in the above described property excepted in the Ralph G. Davidson and Dixie Debord Davidson, his wife, from the Town of Saltville dated November 17, 1977, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 290, Page 220.

BEING the same property conveyed to North Fork Manor Ltd., a Virginia limited partnership, from Ralph G. Davidson and Dixie Debord Davidson, his wife, dated February 16, 1981, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 656.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Williams Mullen Center
200 South 10th Street
Suite 1600
Richmond, VA 23219
Attention: Lauren Nowlin

PURCHASE OPTION AGREEMENT
(North Fork Manor)

THIS PURCHASE OPTION AGREEMENT (the "Agreement") dated as of _____, 20__ by and among **NORTH FORK PRESERVATION, LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **COMMUNITY HOUSING PARTNERS CORPORATION**, a Virginia non-stock nonprofit corporation (the "Grantee"), and is consented to by **CHP NORTH FORK PRESERVATION, LLC**, a Virginia limited liability company (the "Managing Member"), [INVESTOR ENTITY], a [_____] limited liability company (the "Investor Member") and [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of a 56-unit apartment project for families located in the County of Smyth, Virginia and commonly known as "North Fork Manor" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantee a certain purchase option to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

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

Section 1. Purchase Option

The Owner hereby grants to the Grantee an option (the "Purchase Option") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for a period of sixty (60) months following the expiration of the Compliance Period, for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Purchase Option to remain with the Project.

Section 2. Exercise of Purchase 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 (as hereinafter defined) 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. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Purchase Option shall not require the Consent of the Non-Managing Members or of Virginia Housing.

Section 3. Purchase Price; Closing

A. The purchase price for the Project pursuant to the Purchase Option (the "Purchase Option Price") shall be the greater of the following amounts: (a) the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members; and (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.

B. All costs of the Grantee's purchase of the Property pursuant to the Purchase Option, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Purchase Option and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Purchase Option and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a “Qualified Beneficiary”); and

(ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Purchase Option by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 4 of this Agreement; or

(iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the County of Smyth, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Purchase Option.

Section 6. Conveyance and Condition of the Property

The Owner’s right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property “AS IS, WHERE IS” and “WITH ALL FAULTS AND DEFECTS,” latent or otherwise, without any warranty or representation as to the condition

thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Purchase Option shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Purchase Option (i) all conditions and restrictions applicable to the exercise of the Purchase Option or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Purchase Option granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Purchase Option shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, Community Housing Partners Corporation, 448 Depot Street NE, Christiansburg, Virginia 24073, Attention: Jeffrey K. Reed; and

Section 10. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 11. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 12. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 13. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law.

Section 14. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 15. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 16. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 17. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 18. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 19. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the 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.

Section 20. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTEE:

**COMMUNITY HOUSING PARTNERS
CORPORATION**, a Virginia nonprofit corporation

By: _____(SEAL)

Name: Andrew Davenport

Title: Vice President

COMMONWEALTH OF VIRGINIA)

)

CITY/COUNTY OF _____)

On _____, 20__, before me, the undersigned, a notary public in and for said state, personally appeared Andrew Davenport, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public

Commission expires: _____

Registration No.: _____

EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follows, to wit:

BEGINNING at an iron pin in the nonhcast line of Government Plant Road in the east property line of Jimmie Lee Hayden;

THENCE from said Beginning point with the east property line of Jimmie Lee Hayden, North 13 degrees 17 minutes 20 seconds East 244.79 feet to an iron pin in the property line of Ralph G. Davidson;

THENCE with the property line of Ralph G. Davidson, North 13 degrees 17 minutes 20 seconds East 108.08 feet ot an iron pin;

THENCE still with the property line of Ralph G. Davidson, North 72 degrees 24 minutes 20 second West 244.65 feet to an iron pin in the east line of an alley;

THENCE with the east line of said alley, North 37 degrees 28 minutes 10 seconds East 518.61 feet to an iron pin in the property line of Town of Saltville;

THENCE with the property line of the Town of Saltville, South 48 degrees 35 minutes 40 seconds East 463.85 feet to an iron pin;

THENCE still with the property line of the Town of Saltville, South 16 degrees 09 minutes 00 seconds West 776.22 feet to an iron pin in the north line of Government Plant Road;

THENCE with the north line of Government Plant Road, the following lines: 12 degrees 35 minutes 00 minutes West 92.75 feet to an iron pin;

THENCE conitnuing with the north line of Government Plant Road, a curve to the left, having an arc length of 208.69 feet, delta of 31 degrees 50 minutes, a radius of 375.61 feet, a tangent of 15.38 feet to an iron pin;

THENCE North 44 degrees 24 minutes 00 second West 59.17 feet to an iron pin in the northeast property line of Jimmie Lee Hayden, the Point of BEGINNING, containing 5.77 acres pursuant to an in accordance with a Plat of Survey dated December 6, 1979, and revised March 10, 1981, made by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all minerals I the above-described property. The word "minerals" is defined to include, among the normal definitons, all hydrocarbons reserved by the The Town of Saltville, Virignia, in the below described deed.

BEING the same property conveyed to North Fok Manor, Ltd., a Virginia limited partnership, by deed dated February 16, 1981, recorded March 24, 1981, in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 651.

PARCEL TWO:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follows, to-wit:

BEGINNING at an iron pin in the north line of Government Plant Road, corner to the property line of Fred Dye (now or formerly);

THENCE with the property line of Fred Dye, North 37 degrees 32 minutes 10 seconds East 128.90 feet to an iron pin in the property line of Ralph G. Davidson;

THENCE with the property line of Ralph G. Davidson, South 72 degrees 24 minutes 20 seconds East 168.79 feet to the property line of the Town of Saltville;

THENCE with the property line of the Town of Saltville, South 13 degrees 17 minutes 20 seconds West 244.79 feet to an iron pin in the north line of Government Plant Road, North 44 degrees 24 minutes 00 seconds West 261.79 feet to an iron pin in the property line of Fred Dye, the Point of BEGINNING, containing 0.86 acre, pursuant to and in accordance with a Plat of Survey, dated December 6, 1979, revised March 10, 1980, by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all minerals in the above-described property excepted in the deed from the Town of Saltville to Jimmie Lee Hayden and Shelia Ann Davidson Hayden, his wife, dated January 5, 1977, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 283, Page 570.

BEING the same property conveyed to North Fork Manor, Ltd. by deed from Jimmie Lee Hayden and Shelia Ann Davidson, his wife, dated February 16, 1981, recorded March 24, 1981, in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 654.

PARCEL THREE:

ALL that certain tract or parcel of land, situate, lying and being in the Town of Saltville, Smyth County, Virginia, more particularly described as follow, to-wit:

BEGINNING at an iron pin in the north property line of Fred Dye, which Beginning Point is North 37 degrees 32 minutes 10 seconds East from the Government Plant Road;

THENCE from Beginning Point, with the property line of Fred Dye, North 51 degrees 42 minutes 10 seconds West 115.73 feet to the east line of an alley;

THENCE with the east line of said alley, North 37 degrees 38 minutes 10 seconds East 71.14 feet to an iron pin in the property line of the Town of Saltville;

THENCE with the property line of the Town of Saltville South 72 degrees 24 minutes 20 seconds East 244.65 feet to an iron pin;

THENCE still with the property line of the Town of Saltville, South 13 degrees 17 minutes 20 seconds West 108.08 feet to an iron pin in the line of Jimmie Lee Hayden;

THENCE with the property line of Jimmie Lee Hayden, North 72 degrees 24 minutes 20 seconds West 168.79 feet to an iron pin in the north line of Fred Dye, the Point of BEGINNING, containing 0.61 acre, pursuant to and in accordance with a Plat of Survey dated December 6, 1979, revised March 10, 1981, by Kenneth M. Sells, C.L.S.

LESS AND EXCEPT all the minerals in the above described property excepted in the Ralph G. Davidson and Dixie Debord Davidson, his wife, from the Town of Saltville dated November 17, 1977, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 290, Page 220.

BEING the same property conveyed to North Fork Manor Ltd., a Virginia limited partnership, from Ralph G. Davidson and Dixie Debord Davidson, his wife, dated February 16, 1981, recorded in the Clerk's Office, Circuit Court, Smyth County, Virginia, in Deed Book 320, Page 656.

Tab W:

Internet Safety Plan and Resident Information Form (if internet amenities selected)

Description of Individual Resident Wi-Fi

The project will provide each individual household with free Wi-Fi service. This service will meet the requirements of Virginia Housing Low Income Housing Tax Credit Application pursuant to the Enhancements Tab question 1h. These requirements include 10 Mbps download and 3 Mbps upload speeds. Provision of free individual Wi-Fi access will award this project 12 points in the 2023 competitive 9% LIHTC application. We anticipate that we will utilize a third-party firm to provide turnkey support. We are engaged in ongoing discussions with Spot On Networks (SON) about providing this service. SON is carrier agnostic thereby allowing it to shop carriers to provide the best price. SON provides fiber backhaul, hardware, management and, 24x7 live customer support. The estimated operating cost \$10/unit/month and is reflected in Line 37 Miscellaneous under Operating on the LIHTC application Budget tab. The resident will be required to follow the Internet Use Agreement presented on the following page.

Internet Security Plan for Resident Wi-Fi

We will provide the following reasonable security measures to protect the Wi-Fi network:

1. Residents will have their own unique pre-shared key passphrase (PSK) per unit to log into the Wi-Fi network securely.
2. Network traffic will be segmented by VLAN. Each resident's unit will have their own unique VLAN profile that will be isolated from other units.
3. The network will be monitored, and network hardware will be updated whenever firmware updates are released.
4. All users will be required to agree to the Acceptable Use Policy as a condition for connecting to the Wi-Fi network.

About Spot On Networks



Spot On Mission

Our mission is to keep humans connected with the people, moments and tasks that are most important to them using innovative technology and reliable wireless solutions. We strive to increase the value and attractiveness of the communities we serve. We believe that the wireless services we provide are vital utilities that enhance lives.

Our History

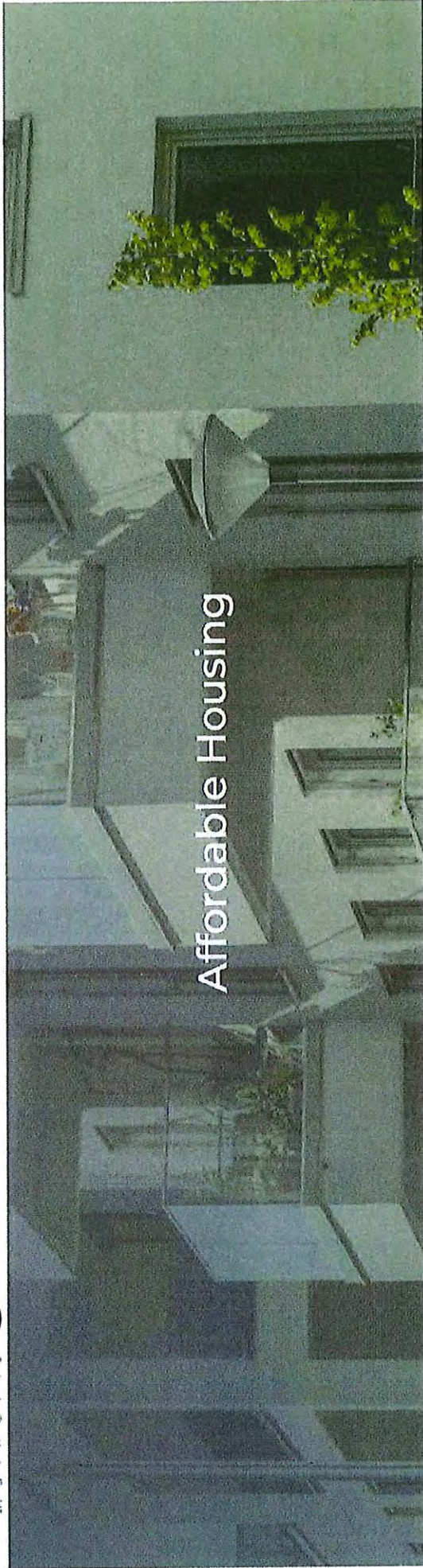
Providing Wireless Solutions To Building Owners Since 2005

Spot On Networks began in 2005 as a wireless internet service provider (WISP). At that time most people did not even know what Wi-Fi was! Spot On leadership had the vision that we would soon live in a totally wireless world, that the average person would be able to walk around and use their laptop, phone and the internet anywhere...that staying connected would become one of the most important tenets of our society. Spot On decided to begin offering Wi-Fi services in the multifamily housing industry due to the high density of users in a compact space and the attractiveness of being able to stay connected throughout the entire property. In the early years, it was very hard to convince building owners that Wi-Fi was a service residents would want or need. Once the smartphone was introduced, however, everything changed. The average person cut the cord, cancelled their landline and turned to streaming for more choice. The furthering of social media made staying connected everywhere all the time a must. Building owners whose residents did not have smartphone service in their building demanded that service be provided. Wi-Fi had gone from a luxury to a necessity almost overnight. This trend has continued year after year.

Today Wi-Fi has been accepted as the best solution to provide wireless services inside of a building. This year both WiFi6 and 5G will begin to really take off and the Wi-Fi and cellular industries have finally come together to ensure that the two technologies are compatible and seamless. In the last 5 years mobile data traffic has grown 53%, the average household will generate 140% more traffic this year than last and in the next three years Wi-Fi speeds on mobile devices will triple from 30 Mbps to over 90 Mbps. Multifamily properties are being built with wireless amenities like keyless entry, transit screens, fitness equipment, wireless HVAC, wireless A/V and more! Most recently with the impact of Covid-19, being able to

educate and work from home has become an absolute necessity. We are truly living in a wireless world.

In 2020, Spot On Networks provides a suite of wireless services to ensure that building owners can remain competitive and provide their residents, tenants and staff with essential wireless services including: Wi-Fi data, Wi-Fi Calling, In-building Cellular booster systems and in-building public safety radio coverage for first responders.



Affordable Housing

Property Wide Wi-Fi	Property-wide Wi-Fi and voice networks for multifamily property residents, amenity-area, Wi-Fi, and support for IOT Amenities.
Manage Smart Features	Dedicated Wi-Fi enabled internet connectivity for any smart devices you use to manage your property such as HVAC, Lighting, Access Control, security, etc.
First Option For Residents	Primary broadband internet options for your residents with self-serve portals including resident facing support. We handle onboarding and supporting your residents, so
Network To Rely On	Public Safety DAS - In-building wireless communications for public safety emergency responders.



Patented UserSafe® Wi-Fi Technology

WiFi is no longer an amenity, it's a utility that residents expect and demand. UserSafe® WiFi Technology guards residents from hacking and identity theft while providing the backbone for the wireless services your property needs!

How UserSafe® Technology Works

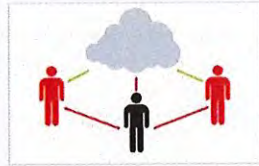
WiFi is the hottest amenity in the multifamily space, but it can also expose your residents and property to hacking, identity theft and spoofing. Password protection and encryption are not enough to guard from today's internet threats. UserSafe® Technology protects your residents so that they can bank, shop, surf, call and stream with confidence.

UserSafe® uses a patented client isolation technology that makes your resident's devices invisible whenever they are online. The end user is only permitted to speak directly to the Internet, therefore they are prevented from seeing or accessing other devices while on the network. **If a device can't be seen, it can't be hacked.**

Intelligent Networking

Spot On Networks uses an Intelligent approach to wireless networking that makes the end user invisible, yet also allows for inter-device communications for property operational needs... all on the same physical network. UserSafe® WiFi separates IoT traffic to different Virtual Local Area Networks (VLANs) allowing building owners to run their HVAC, A/V, leasing staff apps, printers, fitness equipment and more off the network. The separation of various types of traffic not only guards the end user from Internet threats, it ensures quality of service.

UserSafe® Technology is only available from Spot On Networks.



UserSafe® WiFi vs. Typical WiFi Network

Patent Highlights

- Guards residents and guests from hacking, spoofing and identity theft
- Client is isolated and kept invisible at every point in the network, not just the entry point
- Client cannot see or communicate with other user devices.
- Allows for inter-device communication for operations and IoT devices
- Separates traffic types to VLANs to guard end user and maintain quality of service
- Standard on all Spot On WiFi Networks
- Only available from Spot ON

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (19.5% of the population).

There is a growing awareness of the need to address the needs of older people, and the Government has set out a strategy for the 21st century in the White Paper on *Ageing Better: The Government's Strategy for Older People* (Department of Health 1999). This paper sets out the Government's strategy for older people, and identifies the key areas for action.

The White Paper sets out the Government's strategy for older people, and identifies the key areas for action. The strategy is based on the following principles:

• Older people should be able to live independently and actively in their own homes for as long as possible.

• Older people should be able to live in the communities in which they were born and raised.

• Older people should be able to live in good health and be able to enjoy a good quality of life.

• Older people should be able to live in good financial circumstances.

• Older people should be able to live in good social circumstances.

• Older people should be able to live in good mental health.

• Older people should be able to live in good physical health.

• Older people should be able to live in good spiritual health.

• Older people should be able to live in good emotional health.

• Older people should be able to live in good intellectual health.

• Older people should be able to live in good cultural health.

• Older people should be able to live in good environmental health.

• Older people should be able to live in good social health.

• Older people should be able to live in good physical health.

• Older people should be able to live in good mental health.

• Older people should be able to live in good spiritual health.

• Older people should be able to live in good emotional health.

• Older people should be able to live in good intellectual health.

• Older people should be able to live in good cultural health.

• Older people should be able to live in good environmental health.

• Older people should be able to live in good social health.

• Older people should be able to live in good physical health.

• Older people should be able to live in good mental health.

• Older people should be able to live in good spiritual health.

• Older people should be able to live in good emotional health.

Internet Security Plan for Community Room Wi-Fi

We will provide the following reasonable security measures to protect the Wi-Fi network:

1. Residents will have their own unique pre-shared key passphrase (PSK) per unit to log into the Wi-Fi network securely. These unique pre-shared keys will work in the community room as well as inside units.
2. Network traffic will be segmented by VLAN. Each resident's unit will have their own unique VLAN profile that will be isolated from other units.
3. The network will be monitored, and network hardware will be updated whenever firmware updates are released.
4. All users will be required to agree to the Acceptable Use Policy as a condition for connecting to the Wi-Fi network.

INTERNET USE AGREEMENT

THIS INTERNET USE AGREEMENT ("Agreement") represents the agreement and understanding between [Insert Property Name] and its parents, subsidiaries and affiliates (collectively "[Insert Property Name]"), and Tenant (identified below) for the use of internet access service provided by [Insert Property Name] (the "Service").

Tenant's use of Service shall constitute Tenant's acceptance of the terms and conditions of this Agreement, as well as Tenant's agreement and adherence to the Acceptable Use Policy, as may be amended from time to time, attached hereto as **Exhibit A**.

TERMS AND CONDITIONS

PROVISION OF SERVICES. Service, as defined in this Agreement, is Tenant's access to and use of the internet, if available, including via a wireless WiFi connection, where available.

SERVICE RATE AND CHARGES. The Service is provided free of charge as a convenience to the Tenant and is not provided as a service with economic value.

LIMITATION OF WARRANTIES AND LIABILITY/DISCLAIMER OF WARRANTIES. Tenant use of

Service is at your own risk. Neither [Insert Property Name] nor any of its underlying service providers, information providers, licensors, employees, or agents guarantee or warrant that the Service will be uninterrupted or error free, nor does [Insert Property Name] or any of its underlying service providers, information providers, licensors, employees, or agents, make any warranty or guarantee as to the results to be obtained from the use of the Service.

THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE STATE OR FEDERAL LAW. NEITHER [Insert Property Name] NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU, TENANT, EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD [INSERT PROPERTY NAME] RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD-PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM [INSERT PROPERTY NAME] MAY CONTRACT WITH IN CONNECTION WITH THE SERVICE).

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND THE INTERNET. [INSERT PROPERTY NAME] DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND [INSERT PROPERTY NAME] SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information accessed through the Service or on the Internet generally. [Insert Property Name] does not warrant that the Service will be uninterrupted or error-free or that defects in the Service will be corrected.

Tenant understands that the Internet contains unedited materials, some of which are sexually explicit or may be offensive or harmful. Tenant may access such materials at their own risk. [Insert Property Name] has no control over and accepts no responsibility whatsoever for such materials.

INDEMNIFICATION BY USER. You shall indemnify and hold harmless [Insert Property Name] and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits proceedings, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

OTHER RESPONSIBILITIES OF TENANT. You agree that you will be responsible for all usage of the Service and any other services accessed through the Service whether or not authorized by you. You agree to pay any applicable fees or charges by any applicable due date, and to pay any interest or late fees incurred for late payment of the required fees. You agree not to transmit or publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain materials that are unsuitable for minors (persons under 18 years of age).

You agree to perform independent backup of data stored on your computer as [Insert Property Name] is not responsible for personal files residing on your computer.

TERM. This Agreement for the use of the Service will be in effect from the date your completed registration is accepted by [Insert Property Name] or the time you first access the Service, whichever comes first. This Agreement and your use of the Service may be terminated by either you or [Insert Property Name] at any time by written notice to [Insert Property Name], or by [Insert Property Name] at any time with or without notice for your default or violation of any terms of this Agreement.

MISCELLANEOUS. This Agreement shall be governed and construed in accordance with the laws of the State of Virginia applicable to agreements made and to be performed in Virginia. You agree that any legal action or proceeding between [Insert Property Name] and you for any purpose concerning this Agreement the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Virginia. In the event that [Insert Property Name], prevails in any litigation arising from or in connection with this Agreement, [Insert Property Name] may recover its reasonable attorney's fees, court costs, and legal costs (including expert witness fees, if applicable). Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

[Insert Property Name]' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be constructed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. [Insert Property Name] may assign its rights and duties under this Agreement to any party at any time without notice to you.

SERVICE IS PROVIDED ON THE FOLLOWING TERMS:

1. [Insert Property Name] is not responsible for the provision, performance, or support of your computer, tablet, or other electronic device used to access the Services. [Insert Property Name] provides support for Service only to its Wi-Fi system. Support for your computer, tablet, or other electronic device used to access the Services and any connecting Ethernet cables or any other devices to the wall jack is your responsibility.
2. You are solely responsible for keeping your computer, tablet, or other electronic device used to access the Services secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the Service, and that of third parties connected to its networks. You are solely responsible for guarding against and repairing your computer, tablet, or other electronic device used to access the Services, and other systems from any infection by malicious code or unauthorized use.
3. [Insert Property Name] cannot guarantee security and it is essential that you make use of a personal firewall, and anti-virus software due to the “always-on” nature of the Service. In addition, [Insert Property Name] strongly recommends you add further security protection by obtaining current updates to your application software, as well as other best practice security measures.
4. You may not use the Service in any way which, in [Insert Property Name]’s sole opinion, is, or is likely to be, detrimental to the provision of the Service to any other [Insert Property Name] tenant. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service. If [Insert Property Name] determines you are using excessive bandwidth, at our absolute discretion we may reduce the bandwidth available, or temporarily suspend or permanently disconnect the Service (with or without notification). [Insert Property Name] may automatically block file sharing usage.
5. Occasionally, [Insert Property Name] may need to temporarily suspend the Service for repairs or planned maintenance and upgrades. Where this occurs, [Insert Property Name] will give you as much notice as is reasonably possible under existing circumstances, however we cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible and appropriate in light of the circumstances.
6. [Insert Property Name] reserves the right to email Service announcements to you as part of the Service. It is the Tenant’s responsibility to notify the office of a change of email address.
7. You may not use the facilities and capabilities of the Service to conduct any illegal activity, solicit the performance of any illegal or criminal activity, or take actions in violation of other Tenant obligations to [Insert Property Name] or in violation of the Acceptable Use Policy.
8. You may not send proactively, receive, upload, download, use or re-use any information or material which is defamatory or in breach of confidence, copyright, privacy or any other legally

Acceptable Use Policy for WiFi Access

Last Modified: February 21, 2021

Introduction

[INSERT PROPERTY NAME] (the “Company,” “we,” or “us”) provides access to a wireless network for access to the Company’s WiFi network (the “Network”). Network access is provided as a courtesy and convenience to you on an as-is basis. Use of our Network is at your own risk.

This Acceptable Use Policy (this “AUP”) governs your access to and use of the Network. Company reserves the right to amend, alter, or modify your conduct requirements as set forth in this AUP at any time. By clicking to accept or agree to the AUP, you accept and agree to be bound and abide by this AUP. If you do not want to agree to this AUP, you must not access or use the Network.

Prohibited Uses

You may use the Network only for lawful purposes and in accordance with this AUP. You agree not to use the Network:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity established in any jurisdiction.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Network, or which, as determined by us, may harm the Company or users of the Network or expose them to liability.

Additionally, you agree not to:

- Use the Network in any manner that could disable, overburden, damage, or impair the Network or interfere with any other party’s use of the Network, including their ability to engage in real time activities through the Network.
- Use any robot, spider, or other automatic device, process, or means to access the Network for any purpose, including monitoring or copying any Network traffic or resources available on the Network.
- Use any manual process to monitor or copy any Network traffic or resources available on the Network or for any other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Network.
- Introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Network or any server, computer, database, or other resource or element connected to the Network.
- Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Network.
- Otherwise attempt to interfere with the proper working of the Network.

Content Standards

You agree not to use the Network to send, knowingly receive, upload, download, use, or re-use any material which:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Is likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- Impersonates any person, or misrepresents your identity or affiliation with any person or organization.
- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Monitoring and Enforcement

Company, in its sole discretion, will determine whether your conduct is in compliance with this AUP. We have the right to:

- Monitor your use of the Network for any purpose in our sole discretion and as we see fit.
- Take any action we deem necessary or appropriate in our sole discretion if we believe a user's conduct violates this AUP, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Network or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Network.
- Terminate or suspend your access to all or part of the Network for any or no reason, including without limitation, any violation of this AUP.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Network. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

DRAFT



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BASIC TIPS AND ADVICE

KEEP A CLEAN MACHINE

- **KEEP SECURITY SOFTWARE CURRENT:** Having the latest security software, web browser and operating system is the best defense against viruses, malware and other online threats.
- **AUTOMATE SOFTWARE UPDATES:** Many software programs will automatically connect and update to defend against known risks. Turn on automatic updates if that's an available option.
- **PROTECT ALL DEVICES THAT CONNECT TO THE INTERNET:** Along with computers, smartphones, gaming systems and other web-enabled devices also need protection from viruses and malware.
- **PLUG & SCAN:** USBs and other external devices can be infected by viruses and malware. Use your security software to scan them.

PROTECT YOUR PERSONAL INFORMATION

- **LOCK DOWN YOUR LOGIN:** Fortify your online accounts by enabling the strongest authentication tools available, such as biometrics, security keys or a unique one-time code through an app on your mobile device. Your usernames and passwords are not enough to protect key accounts like email, banking and social media.
- **MAKE YOUR PASSWORD A SENTENCE:** A strong password is a sentence that is at least 12 characters long. Focus on positive sentences or phrases that you like to think about and are easy to remember (for example, "I love country music."). On many sites, you can even use spaces!
- **UNIQUE ACCOUNT, UNIQUE PASSWORD:** Separate passwords for every account helps to thwart cybercriminals.
- **WRITE IT DOWN AND KEEP IT SAFE:** Having separate passwords for every account helps to thwart cybercriminals. At a minimum, separate your work and personal accounts and make sure that your critical accounts have the strongest passwords.

CONNECT WITH CARE

- **WHEN IN DOUBT THROW IT OUT:** Links in emails, social media posts and online advertising are often how cybercriminals try to steal your personal information. Even if you know the source, if something looks suspicious, delete it.
- **GET SAVVY ABOUT WI-FI HOTSPOTS:** Limit the type of business you conduct and adjust the security settings on your device to limit who can access your machine.
- **PROTECT YOUR \$\$:** When banking and shopping, check to be sure the site is security enabled. Look for web addresses with "https://" or "shttp://," which means the site takes extra measures to help secure your information. "Http://" is not secure.

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BE WEB WISE

- **STAY CURRENT:** Keep pace with new ways to stay safe online: Check trusted websites for the latest information, and share with friends, family, and colleagues and encourage them to be web wise.
- **THINK BEFORE YOU ACT:** Be wary of communications that implore you to act immediately, offer something that sounds too good to be true or ask for personal information.
- **BACK IT UP:** Protect your valuable work, music, photos and other digital information by making an electronic copy and storing it safely.

BE A GOOD ONLINE CITIZEN

- **SAFER FOR ME, MORE SECURE FOR ALL:** What you do online has the potential to affect everyone – at home, at work and around the world. Practicing good online habits benefits the global digital community.
- **POST ONLINE ABOUT OTHERS AS YOU HAVE THEM POST ABOUT YOU:** The Golden Rule applies online as well.
- **HELP THE AUTHORITIES FIGHT CYBERCRIME:** Report stolen finances or identities and other cybercrime to the Internet Crime Complaint Center (www.ic3.gov) and to your local law enforcement or state attorney general as appropriate.

OWN YOUR ONLINE PRESENCE

- **PERSONAL INFORMATION IS LIKE MONEY. VALUE IT. PROTECT IT:** Information about you, such as your purchase history or location, has value – just like money. Be thoughtful about who gets that information and how it's collected through apps and websites.
- **BE AWARE OF WHAT'S BEING SHARED:** Set the privacy and security settings on web services and devices to your comfort level for information sharing. It's OK to limit how and with whom you share information.
- **SHARE WITH CARE:** Think before posting about yourself and others online. Consider what a post reveals, who might see it and how it could be perceived now and in the future.



ONLINE CYBERSECURITY ADVICE

for all digital citizens

The internet is a shared resource, and securing it is
Our Shared Global Responsibility.

LOCK DOWN YOUR LOGIN



Your usernames and passwords are not enough to protect key accounts like email, banking and social media. Strengthen online accounts and use strong authentication tools – like biometrics, security keys or a unique, one-time code through an app on your mobile device – whenever offered.

KEEP A CLEAN MACHINE



Keep all software on internet-connected devices – including personal computers, smartphones and tablets – current to reduce risk of infection from ransomware and malware.

WHEN IN DOUBT, THROW IT OUT



Links in email, tweets, posts and online advertising are often how cybercriminals try to compromise your information. If it looks suspicious, even if you know the source, it's best to delete or, if appropriate, mark it as junk.

BACK IT UP



Protect your valuable work, music, photos and other digital information by making an electronic copy and storing it safely. If you have a copy of your data and your device falls victim to ransomware or other cyber threats, you will be able to restore the data from a backup.

OWN YOUR ONLINE PRESENCE



Set the privacy and security settings on websites to your comfort level for information sharing. It is OK to limit how and with whom you share information.

SHARE WITH CARE



Think before posting about yourself and others online. Consider what a post reveals, who might see it and how it might affect you or others.

PERSONAL INFORMATION IS LIKE MONEY. VALUE IT. PROTECT IT.



Information about you, such as purchase history or location, has value – just like money. Be thoughtful about who gets that information and how it is collected by apps, websites and all connected devices.



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ONLINE SAFETY TIPS FOR OLDER ADULTS

Going online lets you keep learning, connect with friends and family and play games. Just as you fasten your seat belt before driving, take precautions before using the Internet to be sure you are safe and secure. The first step is to STOP. THINK. CONNECT.: take safety measures, think about the consequences of your actions and connect knowing you have taken steps to safeguard yourself when online.

STOP. THINK. CONNECT., in partnership with Cyber-Seniors, wants to make sure everyone has a safe and enjoyable experience while online. We have a few tips that will help as you learn how to use new technology.

PERSONAL INFORMATION IS LIKE MONEY. VALUE IT. PROTECT IT.

- **Lock your devices, like you tablet and phone:** You lock the front door to your house, and you should do the same with your devices. Use strong passwords to lock your tablet and phone. Securing your devices keeps prying eyes out and can help protect your information in case your devices are lost or stolen.
- **Think before you act:** Ignore emails or communications that create a sense of urgency and require you to respond to a crisis, such as a problem with your bank account or taxes. This type of message is likely a scam.
- **When in doubt, throw it out:** Clicking on links in emails is often how bad guys get access to personal information. If an email looks weird, even if you know the person who sent it, it's best to delete.
- **Make passwords strong:** A strong password is a sentence that is at least 12 characters long. Focus on positive sentences or phrases that you like to think about and are easy to remember (for example, "I love country music."). On many sites, you can even use spaces!

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ONLINE SAFETY TIPS FOR OLDER ADULTS

- **Write it down and keep it safe:** Everyone can forget a password. Keep a list that's stored in a safe, secure place away from your computer.

SHARE WITH CARE

- **What you post will last forever:** Be aware that when you post a picture or message online, you may also be inadvertently sharing personal details with strangers about yourself and family members – like where you live.
- **Post only about others as you would like to have them post about you:** The golden rule applies online as well.
- **Own your online presense:** It's OK to limit who can see your information and what you share. Learn about and use privacy and security settings on your favorite websites.

About STOP. THINK. CONNECT.

STOP. THINK. CONNECT. is the first-ever coordinated message to help all digital citizens stay safer and more secure online. The message was created by an unprecedented coalition of companies, nonprofits and government organizations. In 2009, the Anti Phishing Working Group and National Cyber Security Alliance led the effort to find a unified online safety message that could be adapted across public and private sectors. The is to help everyone understand the risks and benefits that come with using the Internet.

About Cyber-Seniors

Building on the award-winning documentary “Cyber-Seniors” and the high school community service project that inspired it, the Cyber-Seniors non-profit organization and Connecting Generations campaign encourages tech savvy youth to share thier knowledge by mentoring older adults.

For information on Cyber-Seniors and the Connecting Generations campaign please visit www.cyberseniorsdocumentary.com

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ONLINE GAMING TIPS FOR KIDS, TEENS AND TWEENS

Online gaming is fun and interactive. You can play with friends or with people across the globe. Make sure you know how to protect yourself and your personal information while playing online. Following these simple guidelines can prevent problems later.

The first step is STOP. THINK. CONNECT.

It's your game. Take control.

- If another player is making you feel uncomfortable, tell a trusted adult. Remember that you can always kick a player out of the game if they are making you uncomfortable.
- Learn how to block and/or report another player if they are making you uncomfortable. Keep a record of what the other player said, but do not engage them.
- Playing with people you don't know or who aren't your good friends? Time to use a disguise.
 - Use a safe Game Name: something cool like SecretNinja99 or LeTigreVerde
 - Use an avatar instead of the webcam. Sure, the webcam is cool, but strangers don't need to know what you look like. Embrace an air of mystery.
 - Use the voice altering features if you have them. Otherwise, avoid voice chat to protect your anonymity.

Keep a Clean Machine.

Talk to your parents or guardians about how they can make sure your computer is protected against computer viruses, spyware and other bugs.

- Keep security software current: Having the latest security software, web browser, and operating system are the best defenses against viruses, malware, and other online threats.
- Protect all devices that connect to the Internet: Computers, smart phones, gaming systems, and other webenabled devices all need protection from viruses and malware.

Protect Your Personal Information.

Personal information is any information that can be used to identify you or your accounts. Examples include your name, address, phone number, user names and passwords, pictures, birthday and social security number.

- Secure your accounts: Ask for protection beyond passwords. Many account providers now offer additional ways for you verify who you are before you conduct business on that site.
- Make passwords long and strong: Combine capital and lowercase letters with numbers and symbols to create a more secure password. (Remember, passwords are the keys to your accounts. The only people who need to know them are YOU and your parents. Not your brother, sister, best friend, or teacher – just you.)
- Own your online presence: When available, set the privacy and security settings on websites to your comfort level for information sharing. It's ok to limit how and with whom you share information.

Created by the National Cyber Security Alliance

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ONLINE GAMING TIPS FOR KIDS, TEENS AND TWEENS

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Be Web Wise.

Stay informed of the latest Internet developments, know what to do if something goes wrong and be open with your parents about what you are doing online.

- Stay current. Keep pace with new ways to stay safe online. Check trusted websites for the latest information, share with friends and family, and encourage them to be web wise.
- Think before you act: Be wary of communications that implores you to act immediately, offers something that sounds too good to be true, or asks for personal information. Do not accept downloads from strangers. This includes cheat programs that may claim to help you perform better in the game, but really could be carrying malware.

Be a Good Online Citizen.

It is easy to say things from behind a computer screen that you would never say face to face. Maintain the same level of courtesy online that you would in the real world.

- Safer for me more secure for all: What you do online has the potential to affect everyone – at home and around the world. Practicing good online habits benefits the global digital community.

STOP. Before you use the Internet, take time to understand the risks and learn how to spot potential problems.

THINK. Take a moment to be certain the path is clear ahead. Watch for warning signs and consider how your actions online could impact your safety, or your family's.

CONNECT. Enjoy the Internet with greater confidence, knowing you've taken the right steps to safeguard yourself and your computer.

Created by the National Cyber Security Alliance

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Privacy Tips for Teens

You learn, connect with friends and play games online. Just as you look both ways before crossing the street (which we hope you do), be sure you are using the Internet safely and securely. The first step is to STOP.THINK.CONNECT.: take safety measures, think about the consequences of your actions and connect knowing you are protecting yourself from an unhappy surprise.

Share With Care

- **What you post can last a lifetime:** Before posting online, think about what others might learn about you and who might see it in the future – teachers, parents, colleges and potential employers. Share the best of yourself online.
- **Be aware of what's being shared:** Be aware that when you post a picture or video online, you may also be sharing information about others or personal details about yourself like where you live, go to school or hang out.
- **Post only about others as you would like to have them post about you:** The golden rule applies online as well. Ask permission before you tag a friend in a photo.
- **Own your online presence:** It's OK to limit who can see your information and what you share. Learn about and use privacy and security settings on your favorite online games, apps and platforms.

Personal Information Is Like Money. Value It. Protect It.

- **Know what's being collected, who is collecting it and how it will be used:** Information about you, such as the games you like to play, what you search for online and where you shop and live, has value – just like money. Be thoughtful about who gets that information and how it's collected through apps and websites. Only use a product or service if the company is open and clearly states how it will use your personal information. If you're not sure what a business will do with your information, ask your parents. Think twice if an app wants permission to use personal information (like your location) it doesn't need before you say "OK."

- **Secure your devices:** Use strong passwords or passcodes or touch ID features to lock your devices. Securing your device can help protect your information if your device is lost or stolen and keep prying eyes out.
- **Get savvy about WiFi hotspots:** Public wireless networks and hotspots are not secure – this means the possibility exists that anyone can see what you are doing on your laptop or smartphone while you are connected to it. Think about what you are doing and if you would want another person to see it. If you use public WiFi a lot, think about using a virtual private network (VPN) that provides a more secure WiFi connection.
- **Now you see me, now you don't:** Some stores and other locations look for devices with WiFi or Bluetooth turned on to track your movements while you are within range. Turn off WiFi and Bluetooth when not in use, and limit your use of free public wireless networks, which stores and locations can use to track what you do online.
- **When in doubt, throw it out:** Links in email, tweets, posts, and online advertising are often the way bad guys get access to your personal information. If it looks weird, even if you know the source, it's best to delete.

For more tips and information about staying safe online, visit www.stopthinkconnect.org.

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Tab X

Marketing Plan

North Fork Manor

Owner's Intent

North Fork Preservation, LLC plans to rehabilitate North Fork Manor, a 56-unit affordable multi-family housing development located in Lexington, VA. Community Housing Partners Corporation (CHP), as the developer, plans to construct six (6) units to serve persons with physical disabilities. The construction of six handicapped accessible units will qualify this development for accessibility points by providing the greater of six (6) units or 10% of the project units which conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. One (1) of the six handicapped accessible units will also be equipped specifically with hearing and sight accessibility features.

The accessible units will be set aside and marketed to persons with disabilities for a minimum period of sixty (60) days. During this sixty (60) day time period, ongoing marketing efforts to qualified tenants will be documented. If a qualified tenant is not identified within the timeframe, evidence of marketing will be submitted to VH's Program Compliance Office and a request for approval will be made to rent the unleased units to any income qualified households.

CHP may alternatively work with the VH's Compliance Officer to demonstrate marketing to the target population is occurring on an ongoing basis throughout the year, meaning the management agent will be making contact with at least 2 of the below referenced resources monthly, thus allowing CHP to fill any vacant 504 units with any income qualified tenant without the unit remaining vacant for sixty (60) days.

In either case, the lease of any qualified non-handicapped tenant located in an accessible unit will contain a provision stipulating the non-handicapped household must move to the next available vacant unit if a household including a person with a disability applies and qualifies for the 504 unit.

Implementation of Owner's Intent

CHP, as the management agent, will rent accessible units only to qualified households, unless a qualified tenant cannot be found during the sixty (60) day marketing effort, or after ongoing marketing efforts as described above. Focused marketing efforts will occur, in addition to normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

Focused Marketing Efforts:

VirginiaHousingSearch.com – CHP will post North Fork Manor on the virginiahousingsearch.com website and will communicate the fact the development has accessible units.

Marion Redevelopment & Housing Authority holds the Housing Choice Voucher/Section 8 waiting list for Rockbridge, VA. CHP will communicate the availability of units, including accessible units, with Marion Redevelopment & Housing Authority. Contact information for Marion Redevelopment & Housing Authority:

Marion Redevelopment & Housing Authority
Charles P. Harrington, Executive Director
237 Miller Avenue
Marion, VA 24354
276.783.3381
cph@marionrha.com

Area Agency on Aging, Marion Office – CHP has communicated with Area Agency on Aging, Marion Office and will continue to communicate the availability of affordable accessible units to Area Agency on Aging, Marion Office. Contact information for Area Agency on Aging, Marion Office:

District Three Governmental Cooperative
Rhiannon Powers, Executive Director
4453 Lee Highway
Marion, VA 24354
276.783.8150
Rpowers@district-three.org

Virginia Department of Behavioral Health and Development Services (VA DBHDS) – CHP has communicated with VA DBHDS and will continue to communicate the availability of affordable units. Contact information for VA DBHDS:

Sandy Bryant
Executive Director
Mount Rogers Community Services
770 W. Ridge Road
Wytheville, VA 24382
276.223.3200

AccessVA.org and other supportive non-profit organizations – CHP will communicate with accessibility minded organizations to inform them of the availability of accessible units at North Fork Manor.

Virginia Housing (VH)– CHP will provide information on the availability of accessible units to the VH representatives charged with accessible unit outreach.

Routine Marketing:

Newspapers/Internet – Newspaper and internet advertisements reach a broad range of apartment seekers, and as such, provide an excellent form of advertisement. When these methods are used, CHP will communicate the presence of available accessible units.

Industry Publications – CHP regularly uses a variety of industry publications, where available, to advertise available units. These advertisements, when used, will communicate the availability of accessible units.

Referrals – CHP regularly encourages referrals among and between managed properties. There are currently over 6,264 units under management by CHP, and Property Managers at the company will be informed of the availability of accessible units.

CHP will not be limited solely to the marketing efforts identified above but will pursue whatever other marketing means are necessary to advertise available accessible units at North Fork Manor.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

Not Applicable

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name North Fork Preservation, LLC

Name of SWaM Service Provider Halcon Companies, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
 - consulting services to complete the LIHTC application;
 - ongoing development services through the placed in service date;
 - assisting with reviewing architectural plans;
 - assisting with identifying a property manager;

2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.
Traci Dusenbury Tate, Halcon Companies, LLC will provide consulting services to review the LIHTC application and documents as well as provide consulting services for various funding source applications associated with the development as well as document review services for equity and perm closings.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.

4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

North Fork Preservation, LLC

By: CHP North Fork Preservation, LLC, Managing Member

By: Community Housing Partners Corporation, Sole Member of Managing Member

Name of Applicant

Andy Davenport
Signature of Applicant

Andrew Davenport, Vice President
Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Halcon Companies, LLC
Name of SWaM Certified Service Provider

Miri Tate
Signature of SWaM Certified Service Provider

Traci Tate (D/B/A Traci Dusenbury), managing member
Printed Name and Title of Authorized Signer



CONSULTING AGREEMENT

This Agreement is made effective as of 2/20/24, by and between Community Housing Partners, Inc. of 4915 Radford Ave, Suite 300, Richmond, VA, 23230 and Halcon Companies, LLC, of 2615 Anderson Highway, Suite B, Powhatan, VA 23139.

In this Agreement, the party who is contracting to receive services shall be referred to as "CHP", and the party who will be providing the services shall be referred to as "Halcon".

Halcon has a background in real estate development and in preparing applications for low-income housing tax credits and soft financing for NC, VA, and SC tax credit communities and is willing to provide services to CHP based on this background. CHP desires to have services provided by Halcon.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on 2/20/2024 and continuing until 12/30/2026 Halcon will provide the following services (collectively, the "Services") for any CHP tax credit projects submitted in which they identify Halcon as the SWAM:

Preliminary Application Services- JANUARY 2024

- 1) Obtain relevant site and project information from CHP.
- 2) Review documents for LNI application.

Final Application Services- FEBRUARY-MARCH 15, 2024

- 1) Review the market study secured by CHP.
- 2) Review the LIHTC application.
- 3) Review financial feasibility.

Success Fee upon LIHTC Award-July 2024 (\$10,000 Total).

Upon award, CHP will pay Halcon a Success Fee of \$10,000 per project awarded tax credits, for each project in which Halcon was listed as the SWAM.

Awarded Services

- 1) Will assist with reviewing loan and equity documents for an hourly fee of \$150/hour.
- 2) Will advise on soft financing sources.

Soft Financing Application Services -Success Fee upon Soft Financing awards (5% of award)

Halcon may assist with submitting any Soft Financing Applications to DHCD or the City/County or any HA RFP's as available and if requested. An up front fee of \$1,500 per application will be charged. If awarded, 5% of the award will be paid as a Success fee from CHP to Halcon as follows if the soft financing is awarded: \$10,000 within 10 days of award and of the remaining balance: ½ at closing of the project and the remaining ½ at the first draw for the soft financing, wired within 1 day of receipt. If the entire soft financing award is paid at once in one draw/distribution, then 100% will be paid from CHP to Halcon within 1 day via a wire. CHP can pay this earlier if they choose to do so.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Halcon and staff/contract employees shall be determined by Halcon. CHP will rely on Halcon to commit the time reasonably necessary to fulfill Halcon's obligations under this Agreement. All information conveyed to both parties shall be kept strictly confidential and both parties shall be held harmless for any issues arising out of the proposed developments and its ongoing operations related to this agreement.

3. EXCLUSIVITY. This agreement is non-exclusive.

4. INDEMINIFICATION. CHP acknowledges that CHP is ultimately responsible for the applications submitted and agrees to review any work performed by Halcon, including the numbers, applications, and all exhibits letters, and forms. CHP acknowledges that Halcon is assisting with this process, but CHP must do the final review and indemnifies Halcon from any fault, loss, or liability, due to an omission in the applications, incorrect numbers or submission, or any loss or costs related to rezoning, LIHTC application submission, or any soft financing submissions.

5. PAYMENT. CHP will pay to Halcon upon award, a fee of Ten thousand (\$10,000.00) ("Success Fee") per project to Halcon once awarded credits. This fee will be paid from CHP to HALCON as follows: within 30 days of award. If CHP is not successful in the 2023 round, but decides to re-submit the LIHTC in the following 2024 round and is successful then, the terms of this Agreement are still in effect and CHP will still owe HALCON the Success Fee for the application work and materials.

6. EXPENSE REIMBURSEMENT/PAYMENT. If needed, Halcon shall be entitled to reimbursement from CHP for expenses including document review fees or conference call/zoom type or in-person meetings in the amount of \$150/hour. CHP will reimburse Halcon for any necessary supplies, copying, overnight courier/delivery, or shipping/postage, and travel fees and expense reimbursement if required as services provided for CHP. Travel fees will include \$150/hour travel time and all expenses for flight/automobile, gas, food and lodging expenses. No expenses will be charged without an email approval from CHP. Expense reimbursements must be received 10 business days after submittal of invoices. CHP is responsible for any application, project, and third-party fees and must pay those directly and within 30 days of the due date, unless another agreement is reached between CHP and the third-party, if they are a third-party recommended by Halcon.

7. TERM/TERMINATION. This Agreement shall be effective through December 30, 2026 to coincide with the application close-out. However, the fee will be paid to Halcon after December 30, 2026 if there is a delay, but within 5 days of first draw/receipt by CHP. And, as noted herein, the Success fee will also be due to HALCON if CHP re-submits the Application and materials in the subsequent 2025 round and is successful.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that Halcon is an

independent contractor with respect to CHP and not an employee of CHP. CHP will not provide fringe benefits, including health insurance benefits, paid vacation or any other employee benefit, for the benefit of Halcon.

9. DISCLOSURE. Halcon is not required to disclose any outside activities or interests to CHP. The terms of this contract must be kept confidential between the Parties.

10. EMPLOYEES. Halcon's employees or contract employees, if any, who perform services for CHP under this Agreement shall also be bound by the provisions of this Agreement.

11. RETURN OF RECORDS. Upon termination of this Agreement, if applicable, Halcon may deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Halcon's possession or under Halcon's control and that are CHP's property or relate to CHP's business that they do not have upon request.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for CHP:

CHP

Andrew Davenport
Vice President of Real Estate Development
4915 Radford Ave, Suite 300
Richmond, VA 23230
Office-(804) 343-7201, ext 2015
Mobile-(215) 292-7261

IF for Halcon:

Halcon Companies, LLC
Traci Tate (F/K/A and D/B/A Traci Dusenbury), Managing Member
2615 Anderson Hwy, Suite B
Powhatan, VA 23139
(804) 376-7674, ext. 0 office
(919) 741-9328 cell

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become

valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Virginia, where Halcon's office is located and the work will be performed.

AGREED TO:

Party receiving services:
CHP, Inc.

By: Andy Davenport
Andrew Davenport
Vice President of Real Estate Development

Party providing services:
Halcon Companies, LLC

By: Traci Tate
Traci Tate (D/B/A Traci Dusenbury)
Managing Member

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

HALCON COMPANIES, LLC

is a certified Small, Women Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 699594
Valid Through: Jul 26, 2027

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director



Tab AA:

Priority Letter from Rural Development

Not Applicable

TAB AB:

Social Disadvantage Certification

Not Applicable