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# 2020 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 12, 2020**

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2020 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

**An electronic copy of your completed application is a mandatory submission item.**

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 12, 2020**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

### **IMPORTANT:**

**VHDA only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@vhda.com](mailto:TaxCreditApps@vhda.com) for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the VHDA LIHTC Allocation Department staff.**

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### VHDA LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	<a href="mailto:johndavid.bondurant@vhda.com">johndavid.bondurant@vhda.com</a>	(804) 343-5725
Sheila Stone	<a href="mailto:sheila.stone@vhda.com">sheila.stone@vhda.com</a>	(804) 343-5582
Stephanie Flanders	<a href="mailto:stephanie.flanders@vhda.com">stephanie.flanders@vhda.com</a>	(804) 343-5939
Phil Cunningham	<a href="mailto:phillip.cunningham@vhda.com">phillip.cunningham@vhda.com</a>	(804) 343-5514
Pamela Freeth	<a href="mailto:pamela.freeth@vhda.com">pamela.freeth@vhda.com</a>	(804) 343-5563
Aniyah Moaney	<a href="mailto:Aniyah.moaney@vhda.com">Aniyah.moaney@vhda.com</a>	(804) 343-5518

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## 2020 Low-Income Housing Tax Credit Application For Reservation

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

- \$1,000 Application Fee **(MANDATORY)**
  - Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
  - Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study and plans & specifications) **(MANDATORY)**
  - Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
  - Electronic Copy of the Plans and Unit by Unit writeup **(MANDATORY)**
  - Electronic Copy of the Specifications **(MANDATORY)**
  - Electronic Copy of the Existing Condition questionnaire **(MANDATORY if Rehab)**
  - Electronic Copy of the Physical Needs Assessment **(MANDATORY at reservation for a 4% rehab request)**
  - Electronic Copy of Appraisal **(MANDATORY if acquisition credits requested)**
  - Electronic Copy of Environmental Site Assessment (Phase I) **(MANDATORY if 4% credits requested)**
  - Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement **(MANDATORY)**
  - Tab B: Virginia State Corporation Commission Certification **(MANDATORY)**
  - Tab C: Principal's Previous Participation Certification **(MANDATORY)**
  - Tab D: List of LIHTC Developments (Schedule A) **(MANDATORY)**
  - Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
  - Tab F: RESNET Rater Certification **(MANDATORY)**
  - Tab G: Zoning Certification Letter **(MANDATORY)**
  - Tab H: Attorney's Opinion **(MANDATORY)**
  - Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**
- The following documents need not be submitted unless requested by VHDA:
- Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status
  - Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)
- Tab J: Relocation Plan and Unit Delivery Schedule **(MANDATORY)**
  - Tab K: Documentation of Development Location:
    - K.1 Revitalization Area Certification
    - K.2 Location Map
    - K.3 Surveyor's Certification of Proximity To Public Transportation
  - Tab L: PHA / Section 8 Notification Letter
  - Tab M: Locality CEO Response Letter
  - Tab N: Homeownership Plan
  - Tab O: Plan of Development Certification Letter
  - Tab P: Developer Experience documentation and Partnership agreements
  - Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
  - Tab R: Documentation of Operating Budget and Utility Allowances
  - Tab S: Supportive Housing Certification
  - Tab T: Funding Documentation
  - Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population
  - Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
  - Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)
  - Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
  - Tab Y: Inducement Resolution for Tax Exempt Bonds

**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: 3/9/2020

- 1. Development Name: Mecklenburg Manor
- 2. Address (line 1): 719 East Ferrell Street  
 Address (line 2): \_\_\_\_\_  
 City: South Hill State: VA Zip: 23970
- 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 Mecklenburg 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: 9302.00
- 7. Development is located in a **Qualified Census Tract**..... FALSE
- 8. Development is located in a **Difficult Development Area**..... FALSE
- 9. Development is located in a **Revitalization Area based on QCT** ..... FALSE
- 10. Development is located in a **Revitalization Area designated by resolution** ..... TRUE
- 11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
- 12. Development is located in a census tract with a poverty rate of.....
 

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

Enter only Numeric Values below:

- 13. Congressional District: 5
- Planning District: 13
- State Senate District: 15
- State House District: 61

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

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

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

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

Acquisition and rehabilitation of a 51-unit apartment complex for families located in South Hill, VA.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/9/2020

16. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: Kim Callis  
Chief Executive Officer's Title: Town Manager Phone: 434-447-3191  
Street Address: 211 S. Mecklenburg Avenue  
City: South Hill State: VA Zip: 23970

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

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

1. Requesting Credits From:

- a. If requesting 9% Credits, select credit pool: Balance of State Pool
  - or
  - b. If requesting Tax Exempt Bonds, select development type:
- For Tax Exempt Bonds, where are bonds being issued?
- ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

- a. Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2019.
- b. Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2019, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2019 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

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 FALSE

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

Name of companion development:  

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

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

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

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

6. Extended Use Restriction

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

**Must Select One:** 30

Definition of selection:

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: South Hill Partners, LLC

Developer Name: Gateway Development Associates, LLC and NFP Affordable Housing Corp.

Contact: M/M ▶ Mr. First: Rick MI:            Last: Edson

Address: 350-C Fortune Terrace, Suite 202

City: Potomac St. ▶ MD Zip: 20854

Phone: (240) 505-9293 Ext.            Fax:           

Email address: redson@hcadc.com

Federal I.D. No. to be provided (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.  
Lester Severe, lester@gwaffordable.com, (301) 412-7383

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) (Mandatory TAB A)
  - b. Provide Certification from Virginia State Corporation Commission (**Mandatory TAB B**)

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
<u>Gateway South Hill, LLC (GSH)</u>	<u>(301) 412-7383</u>	<u>Managing Member</u>	<u>49.000%</u>
<u>Lester Severe</u>	<u>(301) 412-7383</u>	<u>Mbr of GSH 33.33%</u>	<u>0.000%</u>
<u>Shelley Severe</u>	<u>(301) 412-7383</u>	<u>Mbr of GSH (33.33%</u>	<u>0.000%</u>
<u>Michael Severe</u>	<u>(301) 412-6460</u>	<u>Mbr of GSH (33.34%</u>	<u>0.000%</u>
<u>NFP Manager, LLC (Richard H. Edson) (NFP)</u>	<u>(240) 505-9293</u>	<u>Managing Member</u>	<u>51.000%</u>
<u>NFP Affordable Housing Corp. (Richard H. Edson)</u>	<u>(240) 505-9293</u>	<u>Mbr of NFP 100%</u>	<u>0.000%</u>

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

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



**C. OWNERSHIP INFORMATION**

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- ACTION:**
- a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)
  - b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

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

- a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. .... FALSE

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

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

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

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

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type:  Purchase Contract  
Expiration Date: 1/31/2021

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 1/31/2021 .

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

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

**D. SITE CONTROL**

**3. Seller Information:**

Name: Mecklenburg Manor Associates

Address: 350-C Fortune Terrace, Suite 202

City: Potomac St.: MD Zip: 20854

Contact Person: Lester Severe Phone: (301) 412-7383

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Lester Severe	(301) 412-7383	General Partner	25.13%
Shelley Severe	(301) 412-7383	General Partner	25.13%
Michael Severe	(301) 412-6460	Limited Partner	25.00%
Shelley Severe	(301) 412-7383	Limited Partner	24.75%
			0.00%
			0.00%
			0.00%

## 2020 Low-Income Housing Tax Credit Application For Reservation

### E. DEVELOPMENT TEAM INFORMATION

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

1. Tax Attorney: Sandra R. Hirth This is a Related Entity. FALSE  
Firm Name: SRH LAW PLLC  
Address: 11 South 12th Street, Suite 403, Richmond, VA 23219  
Email: srhirth@srhpllc.com Phone: (804) 305-8494
  
2. Tax Accountant: \_\_\_\_\_ This is a Related Entity. FALSE  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_
  
3. Consultant: Ryne Johnson This is a Related Entity. FALSE  
Firm Name: Astoria LLC Role: Tax Credit Consultant  
Address: 3450 Lady Marian Ct., Midlothian, VA 23113  
Email: rynejohnson@astoriallc.com Phone: 804-320-0585
  
4. Management Entity: Mike Severe This is a Related Entity. TRUE  
Firm Name: Gateway Management Services, LLC  
Address: 350-C Fortune Terrace, Suite 202, Potomac, MD 20854  
Email: mike@gwaffordable.com Phone: 301-412-6460
  
5. Contractor: \_\_\_\_\_ This is a Related Entity. FALSE  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_
  
6. Architect: Mike Griffin This is a Related Entity. FALSE  
Firm Name: CJMW Architecture  
Address: 1030 Main Street, Lynchburg, VA 24504  
Email: mike.griffin@cjmw.com Phone: (434) 847-6564
  
7. Real Estate Attorney: Sandra R. Hirth This is a Related Entity. FALSE  
Firm Name: SRH LAW PLLC  
Address: 11 South 12th Street, Suite 403, Richmond, VA 23219  
Email: srhirth@srhpllc.com Phone: (804) 305-8494
  
8. Mortgage Banker: \_\_\_\_\_ This is a Related Entity. FALSE  
Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_
  
9. Other: \_\_\_\_\_ This is a Related Entity. FALSE  
Firm Name: \_\_\_\_\_ Role: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... TRUE  
*If no credits are being requested for existing buildings acquired for the development, skip this tab.*
- b. This development has received a previous allocation of credits..... FALSE  
 If so, in what year did this development receive credits? .....
- c. The development is listed on the RD 515 Rehabilitation Priority List?..... FALSE
- d. This development is an existing RD or HUD S8/236 development..... 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 VHDA prior to application submission to receive these points.

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

**2. Ten-Year Rule For Acquisition Credits**

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

4. Request For Exception

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

There is nonprofit involvement in this development..... TRUE (If false, go on to part III.)

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Redacted]

Name: NFP Affordable Housing Corp. (Please fit NP name within available space)

Contact Person: Rick Edson

Street Address: 7979 Janna Lee Avenue

City: Alexandria State: VA Zip: 00002-2306

Phone: (240) 505-9293 Extension: Contact Email: redson@hcadc.com

**G. NONPROFIT INVOLVEMENT**

---

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

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

51.0%

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

A. TRUE

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

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

**Name of qualified nonprofit:** NFP Affordable Housing Corp.

or indicate true if Local Housing Authority

FALSE

**Name of Local Housing Authority** \_\_\_\_\_

2. FALSE

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

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

**NOTE:** Applicant waives the right to pursue a Qualified Contract.



**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of all units in development	51	bedrooms	109
Total number of rental units in development	51	bedrooms	109
Number of low-income rental units	51	bedrooms	109
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:.....	51	bedrooms	109
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.....			42,327.33 <small>(sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			2,705.34 <small>(sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			39,621.99 <small>(sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			0.00%
i. Exact area of site in acres .....	5.190		
j. Locality has approved a final site plan or plan of development.....			TRUE
If True, Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
<b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	625.21	SF	8	8
2BR Garden	757.72	SF	28	28
3BR Garden	893.61	SF	15	15
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			51	51

**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)..... 7
- b. Age of Structure:..... 45 years
- c. Number of stories:..... 2
- d. The development is a scattered site development..... FALSE
- e. Commercial Area Intended Use: NA
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

- |                            |   |              |
|----------------------------|---|--------------|
| i. Roof Type               | ▶ | <u>Flat</u>  |
| j. Construction Type       | ▶ | <u>Frame</u> |
| k. Primary Exterior Finish | ▶ | <u>Other</u> |

**4. Site Amenities (indicate all proposed)**

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

l. Describe Community Facilities: Laundry Room

m. Number of Proposed Parking Spaces..... 65  
 Parking is shared with another entity ..... FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. .... TRUE

If **True**, Provide required documentation (TAB K3).

**H. STRUCTURE AND UNITS INFORMATION**

---

**5. Plans and Specifications**

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

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

**6. Market Study Data:**

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

Project Wide Capture Rate - LIHTC Units	<u>13.00%</u>
Project Wide Capture Rate - Market Units	<u>NA</u>
Project Wide Capture Rate - All Units	<u>2.40%</u>
Project Wide Absorption Period (Months)	<u>1 (effective)</u>

J. ENHANCEMENTS

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

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

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

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

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

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

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

- FALSE a. A community/meeting room with a minimum of 749 square feet is provided.
- 25.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- FALSE f. Free WiFi access will be provided in community room for resident only usage.
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- FALSE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- FALSE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. All interior doors within units are solid core.
- TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- FALSE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

J. ENHANCEMENTS

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.

2. Green Certification

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

The applicant will also obtain one of the following:

- |                                |  |                                |  |
|--------------------------------|--|--------------------------------|--|
| <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 | U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification                           |

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

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


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

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

- TRUE a. Architect of record certifies that units will be constructed to meet VHDA's Universal Design standards.
- 6 b. Number of Rental Units constructed to meet VHDA's Universal Design standards:  
 12% % 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 Gas 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>TRUE</u>  | Heat?.....           | <u>FALSE</u> |
| Hot Water?..... | <u>FALSE</u> | AC?.....             | <u>FALSE</u> |
| Lighting?.....  | <u>FALSE</u> | Sewer?.....          | <u>TRUE</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	24	23	25	0
Air Conditioning	0	6	6	6	0
Cooking	0	4	4	4	0
Lighting	0	15	14	16	0
Hot Water	0	13	11	14	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$62	\$58	\$65	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.  
**Action:** Provide appropriate documentation (**Tab X**)

**TRUE**

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

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

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

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

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

(60 points)

**FALSE**

b. Any development in which the greater of 5 units or 10% of the units (i) have rents within HUD's Housing Choice Voucher ("HCV") payment standard; (ii) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and (iii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits (30 points)

**FALSE**

c. Any development in which 5% of the units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of this application for credits. (15 points)

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



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



**K. SPECIAL HOUSING NEEDS**

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

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

- FALSE Elderly (as defined by the United States Fair Housing Act.)
  - FALSE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
  - FALSE Supportive Housing (as described in the Tax Credit Manual)
- Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

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

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

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

**3. Leasing Preferences**

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

Organization which holds waiting list: Franklin Redevelopment and Housing Authority

Contact person: DeAndre Taylor

Title: Waitlist Administrator

Phone Number (757) 562-0384

**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: 15  
% of total Low Income Units 29%

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

**K. SPECIAL HOUSING NEEDS**

**4. Rental Assistance**

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

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

- FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 8 Certificates
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers
- FALSE State Assistance
- FALSE Other: \_\_\_\_\_

c. The Project Based vouchers above are applicable to the 30% units seeking points. FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 24  
 How many years in rental assistance contract? 10.00  
 Expiration date of contract: 1/31/2029  
 There is an Option to Renew..... TRUE  
**Action:** Contract or other agreement provided (TAB Q).

**L. UNIT DETAILS**

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

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

Note: Choosing 50% Rents/50% Income Will Not Score Higher Than Choosing 50% Warning: Greater than 50% of units does not increase bonus points.

**a. Units Provided Per Household Type:**


Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
0	0.00%	40% Area Median	0%
24	47.06%	50% Area Median	1200%
27	52.94%	60% Area Median	1620%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
51	100.00%	<b>Total</b>	55.29%

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	0%
0	0.00%	30% Area Median	0%
24	47.06%	40% Area Median	960%
27	52.94%	50% Area Median	1350%
0	0.00%	60% Area Median	0%
0	0.00%	70% Area Median	0%
0	0.00%	80% Area Median	0%
0	0.00%	Market Units	
51	100.00%	<b>Total</b>	45.29%

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

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

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


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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	5	1	553.59	\$580.00	\$2,900
Mix 2	1 BR - 1 Bath	50% AMI	3	1	553.59	\$476.00	\$1,428
Mix 3	2 BR - 1 Bath	40% AMI	14	1	686.10	\$755.00	\$10,570
Mix 4	2 BR - 1 Bath	50% AMI	14	1	686.10	\$524.00	\$7,336
Mix 5	3 BR - 1 Bath	40% AMI	5	1	821.99	\$941.00	\$4,705
Mix 6	3 BR - 1 Bath	50% AMI	10	1	821.99	\$570.00	\$5,700
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0
Mix 13							\$0
Mix 14							\$0
Mix 15							\$0
Mix 16							\$0

L. UNIT DETAILS

Mix 17								\$0
Mix 18								\$0
Mix 19								\$0
Mix 20								\$0
Mix 21								\$0
Mix 22								\$0
Mix 23								\$0
Mix 24								\$0
Mix 25								\$0
Mix 26								\$0
Mix 27								\$0
Mix 28								\$0
Mix 29								\$0
Mix 30								\$0
Mix 31								\$0
Mix 32								\$0
Mix 33								\$0
Mix 34								\$0
Mix 35								\$0
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Mix 46								\$0
Mix 47								\$0
Mix 48								\$0
Mix 49								\$0
Mix 50								\$0
Mix 51								\$0
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Mix 57								\$0
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Mix 59								\$0
Mix 60								\$0
Mix 61								\$0
Mix 62								\$0
Mix 63								\$0
Mix 64								\$0
Mix 65								\$0
Mix 66								\$0
Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0

L. UNIT DETAILS

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
<b>TOTALS</b>			51	6			\$32,639

Total Units	51	Net Rentable SF:	TC Units	35,969.37
			MKT Units	0.00
			Total NR SF:	35,969.37

Floor Space Fraction (to 7 decimals) 100.00000%

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$750
2. Office Salaries			\$34,840
3. Office Supplies			\$2,712
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$26,521
<u>7.06%</u> of EGI	<u>\$520.02</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$1,000
9. Auditing			\$7,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$3,300
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$750
<b>Total Administrative</b>			<u>\$76,873</u>

**Utilities**

14. Fuel Oil			\$26,500
15. Electricity			\$5,250
16. Water			\$11,750
17. Gas			\$0
18. Sewer			\$13,500
<b>Total Utility</b>			<u>\$57,000</u>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,395
23. Trash Removal			\$4,240
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$350
27. Grounds Contract			\$2,950
28. Maintenance/Repairs Payroll			\$36,400
29. Repairs/Material			\$4,500
30. Repairs Contract			\$2,500
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$1,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$750
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$1,200
37. Miscellaneous			\$250
<b>Totals Operating &amp; Maintenance</b>			<u>\$56,535</u>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$11,500
39. Payroll Taxes	\$7,836
40. Miscellaneous Taxes/Licenses/Permits	\$100
41. Property & Liability Insurance	\$16,000
42. Fidelity Bond	\$225
43. Workman's Compensation	\$1,175
44. Health Insurance & Employee Benefits	\$13,822
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$50,658</b>

**Total Operating Expense** **\$241,066**

**Total Operating Expenses Per Unit** \$4,727 **C. Total Operating Expenses as % of EGI** 64.20%

**Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)** **\$15,300**

<b>Total Expenses</b>	<b>\$256,366</b>
-----------------------	------------------

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

2020 Low-Income Housing Tax Credit Application For Reservation

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	2/1/2020	Rick Edson
b. Site Acquisition	12/1/2020	Rick Edson
c. Zoning Approval	NA	NA
d. Site Plan Approval	NA	NA
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	6/1/2020	Rick Edson
ii. Conditional Commitment	8/1/2020	Rick Edson
iii. Firm Commitment	10/1/2020	Rick Edson
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	6/1/2020	Rick Edson
ii. Conditional Commitment	8/1/2020	Rick Edson
iii. Firm Commitment	10/1/2020	Rick Edson
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	NA	NA
ii. Conditional Commitment	NA	NA
iii. Firm Commitment	NA	NA
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	NA	NA
ii. Application	NA	NA
iii. Award/Commitment	NA	NA
<b>2. Formation of Owner</b>	1/16/2020	Rick Edson
<b>3. IRS Approval of Nonprofit Status</b>	4/3/2018	Rick Edson
<b>4. Closing and Transfer of Property to Owner</b>	12/1/2020	Rick Edson
<b>5. Plans and Specifications, Working Drawings</b>	9/1/2020	Mike Griffin
<b>6. Building Permit Issued by Local Government</b>	NA	NA
<b>7. Start Construction</b>	12/15/2020	
<b>8. Begin Lease-up</b>	Currently Leased	NA
<b>9. Complete Construction</b>	9/1/2021	Rick Edson
<b>10. Complete Lease-Up</b>	Currently Leased	Lester Severe
<b>11. Credit Placed in Service Date</b>	1/1/2021	Rick Edson



**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	2,558,000	0	2,558,000	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	<b>2,558,000</b>	<b>0</b>	<b>2,558,000</b>	<b>0</b>
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	87,000	0	87,000	0
j. Lawns & Planting	0	0	0	0
k. Engineering	0	0	0	0
l. Off-Site Improvements	0	0	0	0
m. Site Environmental Mitigation	0	0	0	0
n. Demolition	0	0	0	0
o. Site Work	0	0	0	0
p. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	<b>87,000</b>	<b>0</b>	<b>87,000</b>	<b>0</b>
<b>Total Structure and Land</b>	<b>2,645,000</b>	<b>0</b>	<b>2,645,000</b>	<b>0</b>
q. General Requirements	185,150	0	185,150	0
r. Builder's Overhead ( 2.0% Contract)	52,900	0	52,900	0
s. Builder's Profit ( 5.0% Contract)	132,250	0	132,250	0
t. Bonds	25,000	0	25,000	0
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1: Contingency	150,765	0	150,765	0
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$3,191,065</b>	<b>\$0</b>	<b>\$3,191,065</b>	<b>\$0</b>

**O. PROJECT BUDGET - OWNER COSTS**

**MUST USE WHOLE NUMBERS ONLY!**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	1,000	0	1,000	0
b. Architecture/Engineering Design Fee \$4,412 /Unit)	225,000	0	225,000	0
c. Architecture Supervision Fee \$1,529 /Unit)	78,000	0	78,000	0
d. Tap Fees	0	0	0	0
e. Environmental	3,250	0	3,250	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	5,200	0	5,200	0
i. Market Study	4,600	0	4,600	0
j. Site Engineering / Survey	0	0	0	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	5,500	0	5,500	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest ( 5.0% for 8 months)	78,750	0	59,063	0
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	0	0	0	0
q. Permanent Loan Fee ( 0.0% )	0	0	0	0
r. Other Permanent Loan Fees	30,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	20,000	0	20,000	0
u. Accounting	0	0	0	0
v. Title and Recording	40,000	0	40,000	0
w. Legal Fees for Closing	200,000	0	125,000	0
x. Mortgage Banker	15,000	0	0	0
y. Tax Credit Fee	32,500			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	300,000	0	0	0
ad. Contingency	0	0	0	0
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Survey	15,000	0	15,000	0
(2) Other* specify: Soft Cost Contingency	50,000	0	50,000	0
(3) Other* specify: Investor Expenses	40,000	0	0	0
(4) Other* specify: LIHTC Consultant	25,000	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$1,168,800</b>	<b>\$0</b>	<b>\$631,613</b>	<b>\$0</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$4,359,865</b>	<b>\$0</b>	<b>\$3,822,678</b>	<b>\$0</b>
<b>3. Developer's Fees</b> Action: Provide Developer Fee Agreement (Tab A)	553,184	0	553,184	0
<b>4. Owner's Acquisition Costs</b>				
Land	100,000			
Existing Improvements	750,000	750,000		
Subtotal 4:	\$850,000	\$750,000		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$5,763,049	\$750,000	\$4,375,862	\$0

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$655,184**

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

\$116 **Meets Limits**  
\$126

**P. ELIGIBLE BASIS CALCULATION**

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	5,763,049	750,000	4,375,862	0
<b>2. Reductions in Eligible Basis</b>				
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
<b>3. Total Eligible Basis (1 - 2 above)</b>		750,000	4,375,862	0
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
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%)			1,312,759	0
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			5,688,621	0
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		750,000	5,688,621	0
<b>7. Applicable Percentage</b> (Beginning with 2016 Allocations, use the standard 9% rate.) (For tax exempt bonds, use the most recently published rates.)		3.17%	9.00%	9.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$23,775	\$511,976	\$0
			\$535,751 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.	Conventional Lender	06/01/20	08/01/20	\$1,500,000	TBD
2.					
3.					
Total Construction Funding:				\$1,500,000	

**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.	Conventional Lender	6/1/2020	8/1/2020	\$1,500,000	\$99,397	5.25%	30.00	30.00
2.	Seller Note			\$300,000		0.00%		
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$1,800,000	\$99,397			

**3. Grants:** List all grants provided for the development:

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					
Total Permanent Grants:				\$0	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.			
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$0

**5. Recap of Federal, State, and Local Funds**

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... FALSE

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	VHDA SPARC/REACH	\$0
g.	HOME Funds	\$0
h.	Other: Seller Note	\$300,000
i.	Other:	\$0

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$1,500,000

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

---

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

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

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

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

---

---

---

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

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

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

c. FALSE Other

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit					
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0
b. Equity that Sponsor will Fund:					
i. Cash Investment	\$0				
ii. Contributed Land/Building	\$0				
iii. Deferred Developer Fee	\$138,049	(Note: Deferred Developer Fee cannot be negative.)			
iv. Other:	_____				
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>					
<b>Equity Total</b>	<b>\$138,049</b>				

**2. Equity Gap Calculation**

a. Total Development Cost	\$5,763,049	
b. Total of Permanent Funding, Grants and Equity	\$1,938,049	-
c. Equity Gap	\$3,825,000	
d. Developer Equity	\$382	-
e. Equity gap to be funded with low-income tax credit proceeds	\$3,824,618	

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:	TBD		
Contact Person:	_____	Phone:	_____
Street Address:	_____		
City:	_____	State:	_____
Zip:	_____		_____
b. Syndication Equity			
i. Anticipated Annual Credits	\$450,000.00		
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%)	99.99000%		
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0		
v. Net credit amount anticipated by user of credits	\$449,955		
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$3,824,618		
c. Syndication:	Private		
d. Investors:	Corporate		

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$3,824,618

**5. Net Equity Factor**

Must be equal to or greater than 85% 85.0000111122%



**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$5,763,049</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$1,938,049</u>
3. Equals Equity Gap		<u>\$3,825,000</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>85.0000111122%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$4,500,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$450,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$535,751</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$23,775</u>
	For 70% PV Credit:	<u>\$426,225</u>
Credit per LI Units	<u>\$8,823.5294</u>	
Credit per LI Bedroom	<u>\$4,128.4404</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$450,000</b>

9. **Action:** Provide Attorney's Opinion (Mandatory Tab H)

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units	\$32,639
Plus Other Income Source (list): _____	\$300
Equals Total Monthly Income:	<u>\$32,939</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$395,268</u>
Less Vacancy Allowance <u>5.0%</u>	<u>\$19,763</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<u><u>\$375,505</u></u>

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

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

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

**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	<u>\$375,505</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$375,505</u>
d. Total Expenses	<u>\$256,366</u>
e. Net Operating Income	<u>\$119,139</u>
f. Total Annual Debt Service	<u>\$99,397</u>
g. Cash Flow Available for Distribution	<u>\$19,742</u>

T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	375,505	383,015	390,675	398,488	406,458
Less Oper. Expenses	256,366	264,057	271,979	280,138	288,542
Net Income	119,139	118,958	118,696	118,350	117,916
Less Debt Service	99,397	99,397	99,397	99,397	99,397
Cash Flow	19,742	19,561	19,299	18,953	18,519
Debt Coverage Ratio	1.20	1.20	1.19	1.19	1.19

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	414,587	422,879	431,337	439,963	448,763
Less Oper. Expenses	297,198	306,114	315,298	324,757	334,499
Net Income	117,389	116,765	116,039	115,207	114,263
Less Debt Service	99,397	99,397	99,397	99,397	99,397
Cash Flow	17,992	17,368	16,642	15,810	14,866
Debt Coverage Ratio	1.18	1.17	1.17	1.16	1.15

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	457,738	466,893	476,231	485,755	495,470
Less Oper. Expenses	344,534	354,871	365,517	376,482	387,777
Net Income	113,204	112,022	110,714	109,273	107,694
Less Debt Service	99,397	99,397	99,397	99,397	99,397
Cash Flow	13,807	12,625	11,317	9,876	8,297
Debt Coverage Ratio	1.14	1.13	1.11	1.10	1.08

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: 13

Total Qualified Basis should equal total on Elig Basis Tab

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		4		701 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
2.		4		703 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
3.		3		705 East Ferrell Street		South Hill	VA	23970	\$44,112	12/01/20	3.17%	\$1,398				\$0	\$278,578	09/01/21	9.00%	\$25,072
4.		4		707 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
5.		4		709 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
6.		4		711 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
7.		4		713 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
8.		4		715 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
9.		4		717 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
10.		4		721 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
11.		4		723 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
12.		4		725 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
13.		4		727 East Ferrell Street		South Hill	VA	23970	\$58,824	12/01/20	3.17%	\$1,865				\$0	\$371,438	09/01/21	9.00%	\$33,429
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
				Totals from all buildings				\$750,000			\$0		\$4,735,834			\$23,775				\$426,225

Qualified basis should not exceed values on Elig Basis.

Number of BINS: 13

**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: South Hill Partners, LLC  
By: Richard H. Edson  
By:   
Its: Authorized Signatory  
(Title)

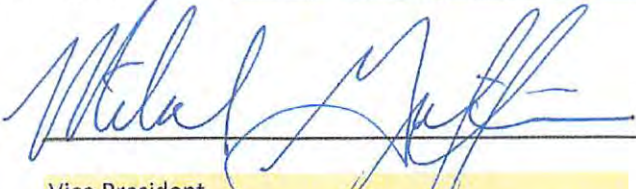
V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Mikel Taylor Griffin
Virginia License#:	0401009449
Architecture Firm or Company:	CJM Architecture

By:   
Its: Vice President  
(Title)

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

W.

**LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

	Included		Score
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y, N, N/A	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
	Y	Y or N	0
<b>Total:</b>			<u>0.00</u>

**1. READINESS:**

- a. VHDA notification letter to CEO (via Locality Notification Information Application)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

	Y	0 or -50	0.00
	N	0 or -25	0.00
	Y	0 or 40	40.00
	N	0 or 10	0.00
	Y	0 or 15	15.00
	N	0 or 15	0.00
<b>Total:</b>			<u>55.00</u>

**2. HOUSING NEEDS CHARACTERISTICS:**

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development listed on the Rural Development Rehab Priority List
- h. Dev. located in area with little or no increase in rent burdened population
- i. Dev. located in area with increasing rent burdened population

	Y	0 or up to 5	2.65
	Y	0 or 20	20.00
	0.00%	Up to 40	0.00
	N	0 or 5	0.00
	N	0 or 10	0.00
	0%	0, 20, 25 or 30	0.00
	N	0 or 15	0.00
	N	Up to -20	0.00
	N	Up to 20	0.00
<b>Total:</b>			<u>22.65</u>



**2020 Low-Income Housing Tax Credit Application For Reservation**

**3. DEVELOPMENT CHARACTERISTICS:**

a. Amenities (See calculations below)			19.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	N	0 or 10	0.00
g. Units constructed to meet VHDA's Universal Design standards	12%	Up to 15	1.76
h. Developments with less than 100 units	Y	up to 20	19.60
i. Historic Structure	N	0 or 5	0.00
Total:			<u>110.36</u>

**4. TENANT POPULATION CHARACTERISTICS:**

Locality AMI	State AMI
\$54,900	\$57,400

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	29.41%	Up to 15	15.00
c. Units with rent at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	47.06%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	100.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	100.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	100.00%	Up to 50	50.00
Total:			<u>90.00</u>

**5. SPONSOR CHARACTERISTICS:**

a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	N	0 or 50	0.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	Y	0 or 10	10.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by VHDA	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>10.00</u>

**6. EFFICIENT USE OF RESOURCES:**

a. Credit per unit		Up to 200	72.24
b. Cost per unit		Up to 100	48.00
Total:			<u>120.24</u>

**7. BONUS POINTS:**

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

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

**TOTAL SCORE: 468.25**

**Amenities:**

	Max Pts	Score
All units have:		
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	25	10.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	3.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	0.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	0.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	0.00
s. New Construction: Balcony or patio	4	0.00
		<u>19.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<u><b>19.00</b></u>

X. Development Summary

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

Deal Name: Mecklenburg Manor

Cycle Type: 9% Tax Credits Requested Credit Amount: \$450,000  
 Allocation Type: Rehabilitation Jurisdiction: Mecklenburg County  
 Total Units: 51 Population Target: General  
 Total LI Units: 51  
 Project Gross Sq Ft: 42,327.33 Owner Contact: Rick Edson  
 Green Certified? FALSE

Total Score  
468.25

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$1,800,000	\$35,294	\$43	\$99,397

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$2,645,000	\$51,863	\$62	45.90%
General Req/Overhead/Profit	\$370,300	\$7,261	\$9	6.43%
Other Contract Costs	\$175,765	\$3,446	\$4	3.05%
Owner Costs	\$1,168,800	\$22,918	\$28	20.28%
Acquisition	\$850,000	\$16,667	\$20	14.75%
Developer Fee	\$553,184	\$10,847	\$13	9.60%
<b>Total Uses</b>	<b>\$5,763,049</b>	<b>\$113,001</b>		

Total Development Costs	
Total Improvements	\$4,359,865
Land Acquisition	\$850,000
Developer Fee	\$553,184
<b>Total Development Costs</b>	<b>\$5,763,049</b>

Income	
Gross Potential Income - LI Units	\$395,268
Gross Potential Income - Mkt Units	\$0
Subtotal	\$395,268
Less Vacancy % 5.00%	\$19,763
<b>Effective Gross Income</b>	<b>\$375,505</b>

Rental Assistance? TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$76,873	\$1,507
Utilities	\$57,000	\$1,118
Operating & Maintenance	\$56,535	\$1,109
Taxes & Insurance	\$50,658	\$993
<b>Total Operating Expenses</b>	<b>\$241,066</b>	<b>\$4,727</b>
Replacement Reserves	\$15,300	\$300
<b>Total Expenses</b>	<b>\$256,366</b>	<b>\$5,027</b>

Cash Flow	
EGI	\$375,505
Total Expenses	\$256,366
<b>Net Income</b>	<b>\$119,139</b>
Debt Service	\$99,397
<b>Debt Coverage Ratio (YR1):</b>	<b>1.20</b>

Proposed Cost Limit/Sq Ft: \$116  
 Applicable Cost Limit/Sq Ft: \$126

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	8
# of 2BR	28
# of 3BR	15
# of 4+ BR	0
<b>Total Units</b>	<b>51</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	24
50% AMI	51	27
60% AMI	0	0
>60% AMI	0	0
Market	0	0

Income Averaging? TRUE

Extended Use Restriction? 30

2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF =  Credits/SF =  Const \$/unit =

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

\*REHABS LOCATED IN BELTWAY (\$15,000-\$50,000) See Below

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR-TH
AVG UNIT SIZE	0.00	625.21	757.72	893.61	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	8	28	15	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	152,030	206,326	222,615	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	152,030	206,326	222,615	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	152,030	206,326	222,615	0	0	0	0
PROJECT COST PER UNIT	0	84,626	102,561	120,955	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	10,385	14,093	15,206	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	10,385	14,093	15,206	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	10,385	14,093	15,206	0	0	0	0
PROJECT CREDIT PER UNIT	0	7,101	8,606	10,149	0	0	0	0
COST PER UNIT POINTS	0.00	6.95	27.61	13.43	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	9.92	42.75	19.56	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS

TOTAL CREDIT PER UNIT POINTS

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	152,030	206,326	222,615	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>152,030</b>	<b>206,326</b>	<b>222,615</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Credit Parameter - low rise	0	10,385	14,093	15,206	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>10,385</b>	<b>14,093</b>	<b>15,206</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	152,030	206,326	222,615	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>152,030</b>	<b>206,326</b>	<b>222,615</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	10,385	14,093	15,206	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>10,385</b>	<b>14,093</b>	<b>15,206</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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2020 Low-Income Housing Tax Credit Application For Reservation

\$/SF = **\$135.36** Credits/SF = **11.35733** Const \$/unit = **\$62,569.90**

TYPE OF PROJECT: GENERAL = 11000; ELDERLY = 12000  
 LOCATION: Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600  
 TYPE OF CONSTRUCTION: N C=1; ADPT=2; REHAB(35,000+)=3; REHAB (10,000-35,000)=4

**11000**  
**600**  
**3**

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

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

	GENERAL							
	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BR
AVG UNIT SIZE	0.00	625.21	757.72	893.61	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	8	28	15	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	152,030	206,326	222,615	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	152,030	206,326	222,615	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0	0
COST PARAMETER	0	152,030	206,326	222,615	0	0	0	0
PROJECT COST PER UNIT	0	84,626	102,561	120,955	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	10,385	14,093	15,206	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	10,385	14,093	15,206	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0	0
CREDIT PARAMETER	0	10,385	14,093	15,206	0	0	0	0
PROJECT CREDIT PER UNIT	0	7,101	8,606	10,149	0	0	0	0
COST PER UNIT POINTS	0.00	6.95	27.61	13.43	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	9.92	42.75	19.56	0.00	0.00	0.00	0.00

TOTAL COST PER UNIT POINTS **48.00**

TOTAL CREDIT PER UNIT POINTS **72.24**



**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

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

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Parameter - low rise	0	152,030	206,326	222,615	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>152,030</b>	<b>206,326</b>	<b>222,615</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Credit Parameter - low rise	0	10,385	14,093	15,206	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
<b>Adjusted Credit Parameter</b>	<b>0</b>	<b>10,385</b>	<b>14,093</b>	<b>15,206</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(</b>

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

**Cost Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Credit Parameters - Elderly**

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	0	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Cost Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	152,030	206,326	222,615	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>152,030</b>	<b>206,326</b>	<b>222,615</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(</b>

**Credit Parameters - General**

	EFF-G	1 BR-G	2 BR-G	3 BR-G	4 BR-G	2 BR-TH	3 BR-TH	4 BF
Standard Cost Parameter - low rise	0	10,385	14,093	15,206	0	0	0	(
Parameter Adjustment - mid rise	0	0	0	0	0	0	0	(
Parameter Adjustment - high rise	0	0	0	0	0	0	0	(
<b>Adjusted Cost Parameter</b>	<b>0</b>	<b>10,385</b>	<b>14,093</b>	<b>15,206</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(</b>

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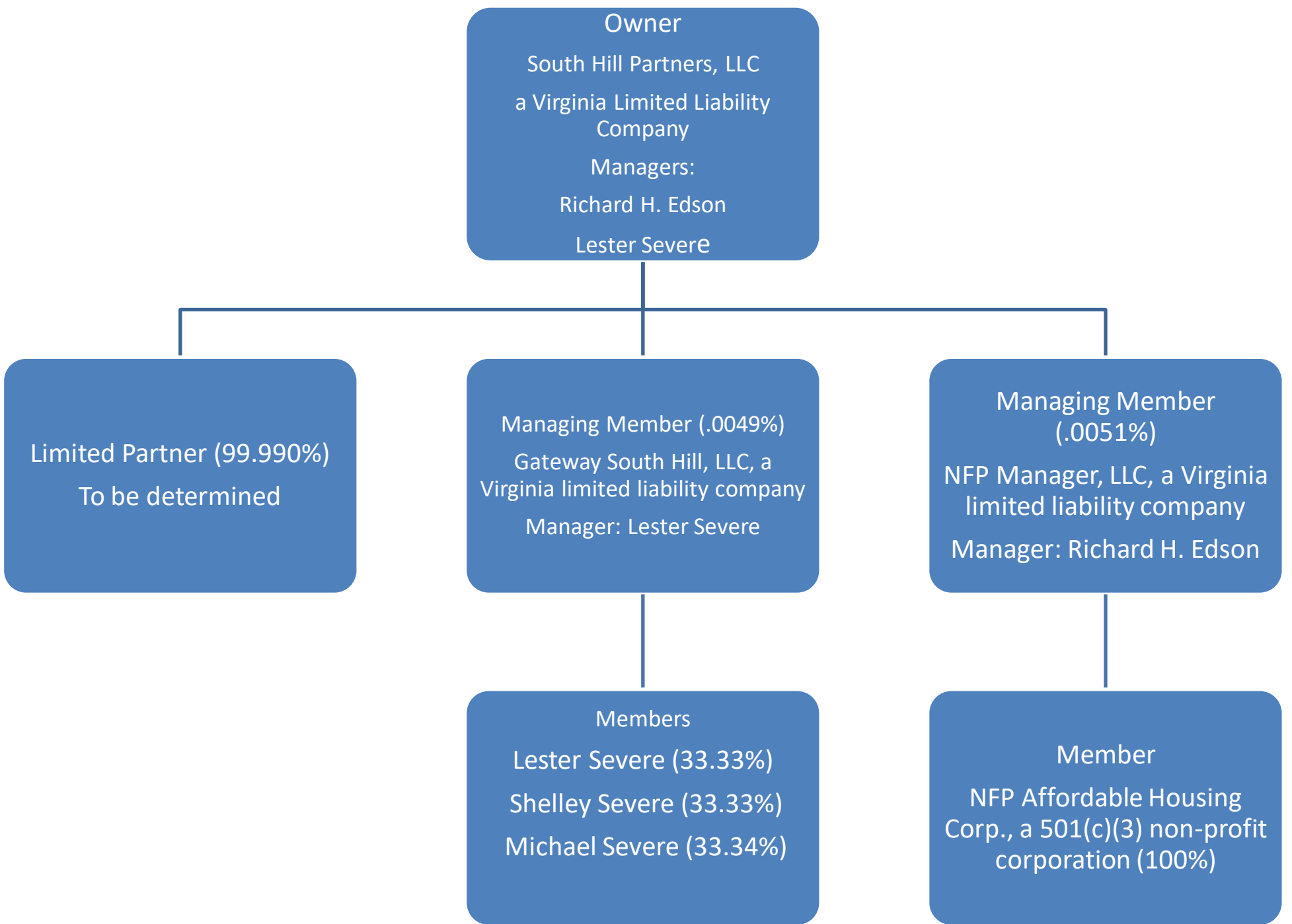
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# Operating Agreement

Including chart of ownership structure with percentage of  
interests and Developer Fee Agreement  
**(MANDATORY)**



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**OPERATING AGREEMENT**

**OF**

**SOUTH HILL PARTNERS, LLC**

**EFFECTIVE AS OF JANUARY 23, 2020**

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**OPERATING AGREEMENT  
OF  
SOUTH HILL PARTNERS, LLC**

THIS OPERATING AGREEMENT is made and entered into effective as of January 23, 2020, by GATEWAY SOUTH HILL, LLC, a Virginia limited liability company, and NFP MANAGER, LLC, a Virginia limited liability company, who agree as follows:

**SECTION 1**  
**ORGANIZATIONAL MATTERS**

**1.01 Formation.** The Company was formed as a Virginia limited liability company under the Act on January 16, 2020. The rights and obligations of the Members shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any nonmandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern and in the event of any inconsistency between any items and conditions contained in this Agreement and any mandatory provisions of the Act, the terms and conditions of the Act shall govern.

**1.02 Name.** The name of the Company shall be South Hill Partners, LLC.

**1.03 Principal Office.** The principal office of the Company is 7979 Janna Lee Avenue, Alexandria, Virginia 22306, or such other place as the Managers may from time to time designate. The Company may have other offices at any place or places as may be determined by the Managers.

**1.04 Purpose.** The primary purpose of the Company is to acquire, rehabilitate, redevelop, improve, invest in, hold, lease, maintain, operate, and otherwise deal with a certain affordable housing project known as Mecklenburg Manor located in the Town of South Hill, Mecklenburg County, Virginia (the "Property"). The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated by this Agreement. The Company may also pursue any other lawful activity that is approved by the Members.

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

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

**1.07 Registered Office and Registered Agent.** The Company shall continuously maintain a registered office and a designated and duly qualified agent for service of process on the Company in the Commonwealth of Virginia. As of the date of this Agreement, the address of the Company's registered office is 4701 Cox Road, Suite 285, Glen Allen, Virginia 23060 and its registered agent is CT Corporation System. The registered office and registered agent may be changed from time to time by action of the Members.

**1.08 Term.** The Company commenced on January 16, 2020, and shall continue until terminated pursuant to this Agreement.

## **SECTION 2** **DEFINITIONS**

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

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

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

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

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

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

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

(d) "Affiliate" means, with respect to any Member, Manager or employee of the Company, any Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Member, Manager or employee and shall include any relative or spouse of such Member, Manager or employee or any relative of such Member's, Manager's or employee's spouse. As used in the foregoing sentence, the term "control" means possession, directly or indirectly, of the power to direct or cause a direction of



the management or policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

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

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

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

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

(i) “Company” shall mean South Hill Partners, LLC, a Virginia limited liability company, as set forth in the Certificate of Organization issued by the Virginia State Corporation Commission on January 16, 2020.

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

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

(l) “Fiscal Year” shall mean the Company’s fiscal year, which shall be the calendar year.

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

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

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Managers, as of the following

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

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

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

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

(n) "Manager" shall mean a manager as defined in the Act and as specified in Section 4.

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

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

(q) "Net Cash Flow" shall mean, with respect to any fiscal period, all cash receipts during such fiscal period not used for capital expenditures and not considered as Net Cash Flow in a prior fiscal period and any amount theretofore held in any reserve that was not considered as part of Net Cash Flow in a prior fiscal period which the Managers determine need not be held

any longer in reserve, all determined in accordance with the Company's method of accounting, less Operating Expenses.

(r) "Operating Agreement" or "Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(bb) "Voting Unit" means the measure of the rights of a Member of the Company, pursuant to the provisions of this Agreement, to participate in the management and affairs of the Company and to vote on Company matters. The number of Voting Units possessed by a

Member is determined in accordance with Section 7 hereof. Each Member's Voting Units are set forth on Schedule 1 hereto, as it may be amended from time to time.

### **SECTION 3** **MEMBERS**

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

### **SECTION 4** **MANAGEMENT**

**4.01 Managers.** The Company shall be managed under the direction of at least 1 and not more than 3 Managers, who shall be called individually a "Manager," and collectively, the "Managers." The Managers shall be elected by the Members as provided in Section 4.04. The initial Manager of the Company shall be Gateway South Hill, LLC and NFP Manager, LLC.

#### **4.02 General Powers of the Managers.**

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

(b) The Managers are granted the right, power and authority to do in the name of, and on behalf of, the Company all things that, in their 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:

(i) 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.

(ii) 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.

(iii) Collect funds due to the Company.

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

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

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

(vii) 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 Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.

(viii) Make elections available to the Company under the Code.

(ix) 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.

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

(xi) Take such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4 hereof.

(xii) 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.

(c) Notwithstanding the foregoing, the vote, approval or consent of a majority of the Members, determined on a per capita basis, shall be necessary and sufficient for the Manager to take any action on behalf of the Company listed below:

(i) Confess a judgment against the Company;

(ii) Possess or in any manner deal with the Company's assets or assign the Company's rights in any Company assets for other than Company purposes; or

(iii) Change or reorganize the Company into any other legal form or cause the Company to merge with any other Person.

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

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

**4.04 Removal; Vacancy.** A Manager may be removed at any time by the affirmative vote of Members holding at least eighty percent (80%) of the Voting Units when, in their judgment, the best interests of the company will be served thereby. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any vacancy created or caused by removal, death, resignation or disqualification shall be filled by the affirmative vote of Members holding at least eighty percent (80%) of the Voting Units.

**4.05 Compensation.** The compensation, if any, of the Managers 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 Code Section 707(c).

**4.06 Power of Attorney.**

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

(i) Any certificate or other instrument that may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction to the extent the Managers deem any such filing to be necessary or desirable;

(ii) Any instrument or document which may be required to 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

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

(b) The appointment by each Member of the Managers of the Company as his attorneys-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and

shall survive the disability, incompetence, bankruptcy, death or dissolution of any Person 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.

**4.07 Managers Have No Exclusive Duty to Company.** Unless otherwise expressly provided hereunder or under any other agreement entered into between the Company and such 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.

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

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

## **SECTION 5**

### **LIMITATION OF LIABILITY; INDEMNIFICATION**

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

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

(a) Every Person, and his heirs, executors and administrators, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding of any kind, whether civil, criminal, administrative, arbitral or investigative, or was or is the subject of any claim, and whether or not by or in the right of the Company, by



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

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

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

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

(e) The provisions of this Section 5 are in addition to, and not in substitution for, any other right to indemnity to which any Person who is or may be indemnified by or pursuant to this Section may otherwise be entitled, and to the powers otherwise accorded by law to the Company to indemnify any such Person and to purchase and maintain insurance on behalf

of any such Person against any liability asserted against or incurred by him in any capacity referred to in this Section or arising from his status as serving or having served in any such capacity (whether or not the Company would have the power to indemnify against such liability).

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

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

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

## **SECTION 6**

### **MEETINGS OF MEMBERS**

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

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

## **SECTION 7**

### **VOTING UNITS; MEMBER VOTING**

**7.01 Voting Units.** Except as otherwise expressly provided hereunder, all matters on which votes are required hereunder shall be cast by Voting Units held by the Members. Each Voting Unit shall be entitled to one vote on all matters coming before any meeting of Members. The number of Voting Units held by each Member is set forth on Schedule 1 hereto. No new Voting Unit shall be awarded to any Person without the consent of Members holding at least eighty percent (80%) of the Voting Units. Any transfer by a Member of some or all of its Membership

Interest as permitted hereunder shall result in a proportionate reduction in the Voting Units held by the transferor and the transferee shall not be entitled to receive or hold any such Voting Units unless such Person is admitted as a Substitute Member with corresponding Voting Units pursuant to the provisions of Sections 10.03 and 10.04 hereof. Changes in the number of outstanding Voting Units shall be reflected on the books of the Company and may from time to time be reflected on revisions to Schedule 1. Each Member agrees and acknowledges that no Member shall be entitled to Voting Units unless such Member receives Voting Units in accordance with the terms and provisions of this Operating Agreement.

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

## **SECTION 8**

### **CONTRIBUTIONS TO THE COMPANY AND CAPITAL ACCOUNTS**

#### **8.01 Members' Capital Contributions.**

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

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

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

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

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

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

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

## **SECTION 9**

### **DISTRIBUTIONS, ALLOCATIONS, ELECTIONS AND REPORTS**

#### **9.01 Distributions.**

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

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

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

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

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

the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9.

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

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

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

**9.03 Special Allocations.** For the purposes of this Agreement and the allocations of Profits and Losses and items of income, gain, loss, deduction and expense, this Agreement shall be deemed to include a "minimum gain chargeback" as provided for in Regulations Section 1.704-2(f), a "partner nonrecourse debt minimum gain chargeback" as provided for in Regulations Section 1.704-2(i), and a "qualified income offset" as provided for in Regulation Sections 1.704-2(b)(ii)(d). "Nonrecourse deductions," as defined in Regulations Section 1.704-2(b), shall be allocated to and among the Members in proportion to the Membership Interest held by each Member. "Partner nonrecourse deductions," as defined in Regulations Section 1.704-2(i), shall be allocated as required pursuant to such Section. In the event of any election to adjust the tax basis of any property of the Company pursuant to Code Section 732, 734 or 743, allocations shall be made as required to make the Capital Account adjustments provided for in Regulations Section 1.704-1(b)(2)(iv)(m).

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

discretion under this Section, the Managers shall take into account future Regulatory Allocations that, although not yet made are likely to offset other Regulatory Allocations previously made.

#### **9.05 Other Allocation Rules.**

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

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

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

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

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

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

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

allocations among the Members pursuant to Section 9 but merely the character of the income so allocated.

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

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

**9.09 Partnership Representative.**

(a) **Designation and Authority of the Partnership Representative.** The Company will designate pursuant to Proposed Regulations Section 301.6223-1 (and any successor Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Company, Gateway South Hill, LLC as the "Partnership Representative" and any Person selected by the Partnership Representative may serve as the "designated individual" for the Partnership Representative and the Company for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Code, as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Regulations promulgated or official guidance issued thereunder (the "Partnership Audit Procedures") and shall make such corresponding designations under any corresponding provisions of applicable foreign, state, or local tax law. The Partnership Representative shall (i) determine all matters with respect to any examination of the Company by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties and interest among the Members and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Company) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the Partnership Audit Procedures.

(b) **Obligations of Members.**

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

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

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

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

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



**SECTION 10**  
**TRANSFER OF MEMBERSHIP INTEREST**

**10.01 Transfer Generally.** 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 ab initio and without legal effect. A Member's Voting Units may not be transferred, in whole or in part, to a Successor in Interest, another Member or any other Person except as specifically provided herein. Notwithstanding the foregoing, any Member may transfer all or any portion of such Member's Membership Interest at any time to any Permitted Transferee and such Permitted Transferee shall be a Successor in Interest without giving effect to the options described in Section 10.02 hereof. No Permitted Transferee shall hold any Voting Units unless such Person executes an instrument agreeing to be bound by the terms of this agreement as provided in Section 10.04.

**10.02 Right of First Opportunity.**

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

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

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

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

**10.03 Rights of Successor in Interest; Admittance as Substitute Member.** No Successor in Interest (other than a Permitted Transferee) of the whole or any portion of any Membership Interest of a Member shall have the right to participate in the management of the business and affairs of the Company or to hold any Voting Units, or to become a Substitute Member in place of his predecessor in interest with respect to the whole or any portion of said Membership Interest without the prior written consent of Members holding at least eighty percent (80%) of the Voting Units entitled to be voted (not taking into account any Voting Units of the transferring Member), which consent shall be in the Members' respective sole discretion and be binding and conclusive on all parties. A Permitted Transferee shall become a Substitute Member upon executing an instrument in which such Permitted Transferee agrees to be bound by the terms of this Agreement and no consent of any Members shall be required. A Successor in Interest shall be bound by, and shall take such Membership Interest subject to, the terms and conditions of this Agreement as same applies to Members and their Membership Interests, but a Successor in Interest shall not have any Voting Units or any other rights or privileges of a Member hereunder (including but not limited to the right to participate in the Members' right of first opportunity set forth in Section 10.02) other than to share in the allocations and distributions to which the transferor Member would be entitled in respect of the transferred Membership Interest unless and until such Successor in Interest is admitted as a Substitute Member in accordance with the provisions of this Section 10.03 and Section 10.04 hereof, which admittance may be with or without corresponding Voting Units.

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

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

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

**10.07 Allocations to New Members.** No Additional Member or Substitute Member or Successor in Interest shall be entitled to any retroactive allocation of items of taxable income,

gain, loss, deductions or credits of the Company. The Managers may, at its option, at the time an Additional Member or Substitute Member is admitted, or a Successor in Interest receives a Membership Interest, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of income, gain, loss, deductions or credits to an Additional Member or Substitute Member or Successor in Interest for that portion of the Company's tax year in which an Additional Member or Substitute Member was admitted or Successor in Interest received his Membership Interest, in accordance with the provisions of Code Section 706(d) and the regulations promulgated thereunder.

## **SECTION 11**

### **DISSOLUTION AND TERMINATION**

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

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

(b) The sale, transfer or assignment of substantially all of the assets of the Company;

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

(d) As otherwise required by Virginia law.

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

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

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

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

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

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

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

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

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

**11.06 Certificate of Cancellation.**

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

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

## **SECTION 12**

### **NOTICES**

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

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

## **SECTION 13**

### **MISCELLANEOUS PROVISIONS**

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

**13.02 Books of Account and Records.** Proper and complete records and books of account shall be kept or caused to be kept by the Managers in which shall be entered fully and accurately all transactions and other matters relating to the Company in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. The books and records shall at all times be maintained at the principal office of the Company, which initially shall be located at 7979 Janna Lee Avenue, Alexandria, Virginia 22306, and shall

be open to inspection and examination of the Members or their duly authorized representatives during reasonable business hours.

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

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

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

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

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

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

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

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

**13.11 Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties

hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

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

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

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

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

**13.16 Forum Selection.** THE MANAGERS, THE COMPANY AND THE MEMBERS AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT SHALL BE A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION FOR THE COUNTY OF MECKLENBURG, VIRGINIA (HEREINAFTER THE "PROPER COURTS"). THE PARTIES HEREBY IRREVOCABLY AGREE TO SUBMIT TO THE JURISDICTION OF ALL OF THE PROPER COURTS FOR THE PURPOSE OF ANY LEGAL ACTION, SUIT, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT OR CONCERNING ITS INTERPRETATION, CONSTRUCTION, APPLICATION, OR ENFORCEMENT. TO THE EXTENT PERMITTED BY LAW, THE PARTIES FURTHER HEREBY AGREE TO WAIVE AND NOT TO ASSERT AS A

DEFENSE IN ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION THAT (1) ANY OF THE PROPER COURTS CANNOT EXERCISE PERSONAL JURISDICTION OVER A PARTY; (2) ANY PARTY IS IMMUNE FROM EXTRATERRITORIAL INJUNCTIVE RELIEF OR OTHER INJUNCTIVE RELIEF; (3) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION MAY NOT BE MAINTAINED IN ANY OF THE PROPER COURTS; (4) ANY ACTION, SUIT OR PROCEEDING COVERED BY THIS SECTION BROUGHT IN ANY OF THE PROPER COURTS SHOULD BE DISMISSED OR TRANSFERRED ON THE GROUNDS OF *FORUM NON CONVENIENS*; (5) ANY ACTION, SUIT, OR PROCEEDING COVERED BY THIS SECTION SHOULD BE STAYED BY THE PENDENCY OF ANY OTHER ACTION, SUIT, OR PROCEEDING IN ANY COURT OR TRIBUNAL OTHER THAN THE PROPER COURTS; OR (6) THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY ANY OF THE PROPER COURTS.

**13.17 Right of First Refusal.** The Company acknowledges that it has entered into that certain Real Estate Right of First Refusal by and between the Company, as seller, and NFP Affordable Housing Corp., as buyer. Subject to the terms and conditions stated therein, the Right of First Refusal shall be recorded in the Clerk's Office for Mecklenburg County, Virginia, upon acquisition of the Property.

[Signatures on following page]



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

MEMBERS:

Gateway South Hill, LLC,  
a Virginia limited liability company

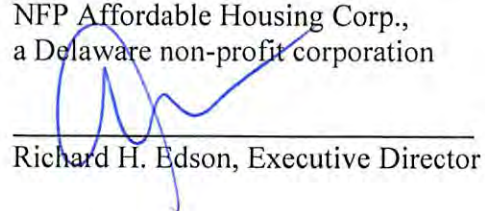
By:

  
Lester Severe, Manager

NFP Manager, LLC,  
a Virginia limited liability company

By: NFP Affordable Housing Corp.,  
a Delaware non-profit corporation

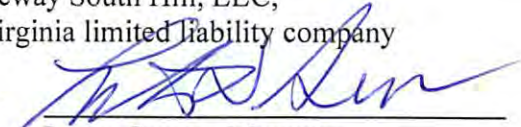
By:

  
Richard H. Edson, Executive Director

ACKNOWLEDGED AND AGREED TO BY THE MANAGERS:

Gateway South Hill, LLC,  
a Virginia limited liability company

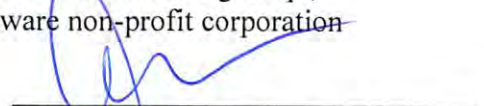
By:

  
Lester Severe, Manager

NFP Manager, LLC,  
a Virginia limited liability company

By: NFP Affordable Housing Corp.,  
a Delaware non-profit corporation

By:

  
Richard H. Edson, Executive Director

LIST OF SCHEDULES AND EXHIBITS:

Schedule 1 - Members' Names, Addresses, Membership Interests, Voting Units  
and Initial Capital Contributions

**SCHEDULE 1**

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

<b>Name and Address</b>	<b>Membership Interest</b>	<b>Voting Units</b>	<b>Initial Capital Contributions</b>
Gateway South Hill, LLC 350C Fortune Terrace, Suite 202 Potomac, Maryland 20854	49%	49	\$49.00
NFP Manager, LLC 4405 E W Hwy #309 Bethesda, Maryland 20814	51%	51	\$51.00
<b>TOTAL</b>	<b>100%</b>	<b>100</b>	<b>\$100.00</b>

TAB A

LPA

Developer Fee Agreement

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of March 4, 2020 (the “**Effective Date**”), by and between South Hill Partners, LLC, a Virginia limited liability company (“**Owner**”), and Gateway Development Associates, LLC, a Maryland limited liability company and NFP Affordable Housing Corp., a Delaware non-profit corporation (collectively, the “**Developers**”).

### **RECITALS**

WHEREAS, Owner has entered into a purchase agreement to purchase certain real property located in the Town of South Hill, Mecklenburg County, Virginia, consisting of approximately 5.09 acres and commonly known as 719 East Ferrell Street (also known as 719 Ferrell Crescent Street) (the “**Property**”); and

WHEREAS, the Owner desires to acquire and rehabilitate a multifamily housing project on the Property known as Mecklenburg Manor (the “**Project**”); and

WHEREAS, Owner desires to appoint the Developers to provide certain services for Owner with respect to overseeing the rehabilitation and development of the Project until all development work is completed.

### **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 are hereby acknowledged, the parties agree as follows.

1. **Appointment.** Owner hereby appoints the Developers to render services for Owner, and confirms and ratifies the appointment of the Developers with respect to services rendered for Owner to date, in supervising and overseeing the rehabilitation and construction of the Project as herein contemplated.

2. **Authority.** The Developers shall have, and has had, the authority and the obligation, working in collaboration with the Owner, to:

(a) prepare pre-qualification criteria for bidders interested in the construction of the Project, establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques with any special systems, materials, or methods;

(b) receive bids, prepare bid analyses, and make recommendations to Owner for award of contracts or rejection of bids;

(c) help select the architect (“**Architect**”) for the Project, coordinate the preparation of the plans and specifications (the “**Plans and Specs**”), and recommend alternative solutions whenever design details affect construction feasibility or schedules;

(d) in collaboration with the Architect, establish and implement procedures for expediting the processing and approval of shop drawings and samples;

(e) ensure that the Plans and Specs are in compliance with all applicable codes, laws, ordinances, rules, and regulations;

- (f) negotiate all necessary contracts and subcontracts (including the Construction Contract) for the construction of the Project;
- (g) investigate and recommend a schedule for purchase by Owner of all materials and equipment requiring long lead time procurement, coordinate the schedule with the Architect, and expedite and coordinate delivery of the purchases;
- (h) provide a detailed schedule of realistic activity sequences and durations, allocation of labor and materials, and processing of shop drawings and samples;
- (i) choose the products and materials necessary to equip the Project in a manner which satisfies all requirements of the Plans and Specs;
- (j) coordinate the work of the Architect to complete the construction of the Project in accordance with the objectives as to cost, time, and quality, and provide sufficient personnel at the Project with authority to achieve the objectives;
- (k) provide regular monitoring of the schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for work not started or incomplete, recommend to Owner adjustments in the schedule to meet the probable completion date, provide summary reports of the monitoring, and document all changes in the schedule;
- (l) provide, and periodically update, a construction time schedule which coordinates and integrates the services of the Architect with construction schedules;
- (m) revise and refine the approved estimate of construction cost, incorporate changes as they occur, and develop cash flow reports and forecasts as needed;
- (n) develop and implement a procedure for the review and processing of applications by subcontractors for progress and final payments;
- (o) monitor disbursement and payment of amounts owed the Architect and the subcontractors;
- (p) provide regular monitoring of the approved estimate of construction cost, show actual costs for activities in process and estimates for uncompleted tasks, identify variances between actual and budgeted or estimated costs, and advise Owner whenever projected costs exceed budgets or estimates;
- (q) record the progress of the construction of the Project and submitting written progress reports to Owner and the Architect, including the percentage of completion and the number and amounts of change orders;
- (r) develop and implement a system for review and processing of change orders as to the construction of the Project;
- (s) recommend courses of action to Owner when requirements of subcontracts are not being fulfilled;
- (t) make available to Owner, during normal business hours and upon Owner's written request, copies of all material contracts and subcontracts;
- (u) keep, or cause to be kept, accounts and cost records as to the construction of the Project;

(v) cause the construction of the Project to be completed in a prompt and expeditious manner, consistent with good workmanship, and in compliance with the following:

(i) the Plans and Specs as they may be amended by the agreement of the parties hereto;

(ii) any and all obligations of Owner under any mortgage loan; and

(iii) any and all zoning regulations, county ordinances, including health, fire, and safety regulations, and any other requirements of federal, state, and local laws, rules, regulations, and ordinances applicable to construction of the Project;

(w) cause to be performed in a diligent and efficient manner the following:

(i) construction of the Project, including any required off-site work; and

(ii) general administration and supervision of the construction of the Project, including but not limited to activities of subcontractors and their employees and agents, and others employed as to the construction of the Project in a manner which complies in all respects with the Plans and Specs;

(x) act on behalf of Owner in its relation with any governmental agency or authority and any lender with respect to all matters relating to the construction of the Project;

(y) ensure that the Project is constructed free and clear of all mechanics' and materialmen's liens;

(z) obtain a certificate from the Architect that the work on the Project is substantially complete, and inspect the work of the Architect;

(aa) secure all building code approvals and obtain certificates of occupancy for the Project;

(bb) deliver to Owner a dimensioned as-built survey of the real property and as-built drawings of the construction of the Project; and

(cc) maintain, or cause to be maintained, at its expense, all office and accounting facilities and equipment necessary to adequately perform the foregoing functions.

3. Development Fee. For services performed and to be performed under Sections 1 and 2 herein, Owner agrees to pay the Developers a development fee (the "**Development Fee**") in the amount of \$553,184.

4. Default. In the event that the Developers does not substantially comply with any material provisions under this Agreement, it shall be in default hereunder, and as a result, Owner shall be entitled to pursue all rights and remedies available at law, or in equity, and such rights and remedies shall be cumulative. Without in any way limiting the generality of the foregoing, Developers shall be responsible for all damages suffered by Owner, including without limitation, all direct, indirect, and consequential damages.

5. Accounts and Records.

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

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

6. Assignment of Fees. Except as set forth herein, the Developers shall not assign, pledge, or otherwise encumber, for security or otherwise, the Development Fee set forth above to be made by Owner, or any portion(s) thereof or any right(s) of the Developers thereto, without the prior consent of and notice to Owner.

7. Construction Warranty. The Developers hereby warrants to Owner and any member thereof that the materials and equipment furnished in accordance with this Agreement will be of good quality, that the work will be free from defects, and that the work will conform with the requirements of the Plans and Specs. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If requested by Owner, the Developers shall furnish satisfactory evidence as to the kind and quality of materials and equipment used in the construction of the Project.

8. No Lien Filings. The Developers hereby represents, warrants, and covenants that neither it nor its Affiliates shall file a mechanic's lien, materialmen's lien, or other lien against the Project or any other assets of Owner, and hereby waives and releases any right it may have or may hereafter acquire to file a lien against the Project or any other assets of Owner. The Developers shall indemnify and hold harmless Owner from any losses, damages, and/or liabilities, to or as a result of a breach of this provision.

9. Successors and Assigns, Termination. This Agreement shall be binding on the parties hereto, their estates, successors, and assigns. However, this Agreement may not be assigned by any party hereto without the consent of Owner, nor may it be terminated without the consent of Owner; which consent shall not be unreasonably withheld.

10. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, the invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

12. No Continuing Waiver. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

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

14. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (a) ARISING UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY PRESENT OR FUTURE AMENDMENT THEREOF, OR (b) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER THE CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION IS NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MIGHT OTHERWISE HAVE TO TRIAL BY JURY.

15. No Continuing Waiver. The waiver by any party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

16. Amendment. This Agreement may not be amended except in a writing executed by Owner and the Developers.

[SIGNATURE PAGE FOLLOWS]




IN WITNESS WHEREOF, the undersigned parties have executed this Development Agreement as of the Effective Date.

OWNER:


**SOUTH HILL PARTNERS, LLC**

By: Gateway South Hill, LLC, its manager

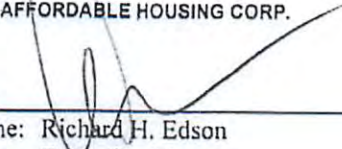
By:   
Name: Lester Severe  
Title: Manager

DEVELOPERS:

**GATEWAY DEVELOPMENT ASSOCIATES, LLC**

By:   
Name: Lester Severe  
Title: Manager

**NFP AFFORDABLE HOUSING CORP.**

By:   
Name: Richard H. Edson  
Title: Executive Director

[SIGNATURE TO THE DEVELOPMENT AGREEMENT]

B

Virginia State Corporation  
Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 16, 2020

This is to certify that the certificate of organization of

### **South Hill Partners, LLC**

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

Effective date: January 16, 2020



STATE CORPORATION COMMISSION

Attest:

*Joel H. Beck*

\_\_\_\_\_  
Clerk of the Commission

C

Principal's Previous  
Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name:

Mecklenburg Manor

Name of Applicant (entity):

South Hill Partners, LLC

I hereby certify that:

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

**Previous Participation Certification, cont'd**

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

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

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

---

Signature

**Richard H. Edson**

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Printed Name

**March 2, 2020**

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

D

# List of LIHTC Developments

(Schedule A)  
**(MANDATORY)**

# List of LIHTC Developments (Schedule A)



Development Name: Mecklenburg Manor  
 Name of Applicant: South Hill Partners, LLC

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Richard H. Edson Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member of the time of dev.? <sup>2</sup> (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	Creekside Village I/ Alexandria	JLV Partners I, LP 240-505-9293	Y	220	220	1/31/2007	12/16/2008	N
2	Creekside Village II/ Alexandria	JLV Partners II, LP 240-505-9293	Y	99	99	1/31/2007	12/11/2008	N
3	Hunting Creek/Alexandria	Hunting Creek Partners, LP 240-505-9293	Y	35	35	4/30/2006	8/23/2006	N
4	Mt. Vernon House/Alexandria	MVH Partners, LP 240-505-9293	Y	130	130	12/12/2012	8/4/2014	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL: 484 484

LIHTC as % of  
 100% Total Units



# List of LIHTC Developments (Schedule A)



Development Name: Mecklenburg Manor  
 Name of Applicant: South Hill Partners, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: NFP Manager, LLC Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.?( Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	NONE							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Mecklenburg Manor  
 Name of Applicant: South Hill Partners, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Gateway South Hill, LLC

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
 TOTAL:

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#DIV/0!

LIHTC as % of  
 Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Mecklenburg Manor  
 Name of Applicant: South Hill Partners, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: NFP Affordable Housing Corp.

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev. (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	NONE							
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1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Mecklenburg Manor  
 Name of Applicant: South Hill Partners, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: South Hill Partners, LLC

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.?( Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	NONE							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Mecklenburg Manor  
 Name of Applicant: South Hill Partners, LLC

**INSTRUCTIONS:**

- 1 A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Michael Severe Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	NONE							
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE  
TOTAL:

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LIHTC as % of  
Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Mecklenburg Manor  
 Name of Applicant: South Hill Partners, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Shelley Severe

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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LIHTC as % of  
Total Units

# List of LIHTC Developments (Schedule A)



Development Name: Mecklenburg Manor  
 Name of Applicant: South Hill Partners, LLC

**INSTRUCTIONS:**

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2004 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Principal's Name: Lester Severe

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

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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1st PAGE TOTAL:

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LIHTC as % of Total Units

E

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



## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of March 3, 2020, by and between Mecklenburg Manor Associates, a Limited Partnership, a Virginia limited partnership ("Seller"), and South Hill Partners, LLC, a Virginia limited liability company ("Purchaser").

WHEREAS, Seller is the fee owner of the improved Real Property (as hereinafter defined) commonly known as Mecklenburg Manor, located in the Town of South Hill, Mecklenburg County, Virginia, and the owner of the Personal Property, Leases, Contracts, Licenses and Accounts (as such terms are hereinafter defined and, together with the Real Property, collectively referred to herein as the "Property").

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, Seller and Purchaser agree as follows:

### 1. DEFINITIONS

When used herein, the following terms shall have the following meanings:

Accounts: Any and all impound or restricted accounts held by or on behalf of Seller comprised of monies generated by or relating to the operation of the Property prior to the Closing Date, including but not limited to the residual receipts, replacement reserves, tax impounds and insurance impounds held by Lender, as well as cash, cash equivalents and operating accounts held by Seller, other than, to the extent of Seller's interest therein, security deposits. All Accounts shall be maintained in the ordinary course of business prior to the Closing Date. Notwithstanding the foregoing, Purchaser shall pay Seller an amount equal to the balance held in the tax impound and insurance impound accounts that, if the Mortgage had been paid off at closing, would ultimately have been returned to Seller.

Agreement: This Agreement, including the exhibits attached hereto which are incorporated herein and made a part hereof.

Agreement Date: The date first written above.

**Closing Date:** The earlier of December 1, 2020, or such other date as Purchaser and Seller may mutually agree upon. Purchaser shall have the right to extend the Closing Date until January 31, 2021 upon the payment of an extension fee of Five Thousand Dollars (\$5,000), which fee shall be applied as a credit toward the Purchase Price if the transaction closes. If the transaction has not closed by the Closing Date (as it may be extended as set forth above), Seller shall have the exclusive right to terminate the Agreement and retain the Deposit as liquidated damages, unless the failure to close is solely the result of a default by Seller hereunder, whereupon neither party shall have any further obligation hereunder except as expressly set forth herein.

**Contracts:** All written agreements pertaining to the use and operation of the Property or any part thereof, to the extent assignable, other than insurance (including by way of example service, security, maintenance, operating, repair and other contracts).

**Deed:** That certain recordable Special Warranty Deed to be delivered by Seller to Purchaser at the closing conveying the Real Property to Purchaser (or its designee) subject to the Permitted Exceptions.

**Deposit:** The initial sum of One Thousand Dollars (\$1,000) (the "Initial Deposit"), which shall be deposited by Purchaser with Escrow Agent within three business (3) days after execution of this Agreement, and, if Purchaser elects to proceed with closing within the Financing Contingency Period, the additional sum of One Thousand Dollars (\$1,000) (the "Additional Deposit") shall be deposited by Purchaser with Escrow Agent within one business day of expiration of the Financing Contingency Period, to be held as non-refundable earnest money subject to the terms of this Agreement. The Initial Deposit and the Additional Deposit, collectively, shall be known as the Deposit.

**Escrow Agent:** Safe Harbor Title Company, LLC.

**Financing Contingency Period:** The period from the Agreement Date through October 31, 2020, during which Purchaser shall have the right to terminate this Agreement if it is unable to obtain (i) a reservation of federal low-income housing tax credits allocated on a competitive basis in an amount acceptable to Purchaser in its sole discretion, and (ii) a commitment for first mortgage financing in an amount acceptable to Purchaser in its sole discretion.

**HAP Contract:** Housing Assistance Payments Contract between Seller and HUD, as amended from time to time, covering the Real Property.

**Hazardous Materials:** Any hazardous, toxic or dangerous waste substance or material defined in CERCLA, as amended, RCRA, as amended, and so-called Superfund or Superlien laws or any other federal law, regulation or similar order

regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material in effect on the Agreement Date.

HUD: The United States Department of Housing and Urban Development.

Inspection Period: The period of ninety (90) consecutive days commencing on the Agreement Date.

Leases: All leases and other agreements for the use or occupancy of any portion of the Property.

Legal Requirements: All laws, statutes, codes, acts, ordinances, regulations and requirements of all governments or governmental authorities having jurisdiction over the Property and the operation thereof (including, for purposes hereof, any local Board of Fire Underwriters).

Lender: The current first mortgage lender.

Licenses: All licenses, franchises, certificates, authorizations, approvals and permits issued or approved by any governmental authority and relating to the operation, ownership and maintenance of the Property or any part thereof, including elevator permits, machinery permits, business licenses and the like, each only to the extent assignable.

Permitted Exceptions: All of the following matters to the extent either approved by Purchaser in writing or deemed Permitted Exceptions pursuant to Section V hereof: Mortgage Loan Documents, Regulatory Agreements, covenants, conditions and restrictions of record; private, public and utility easements; rightsofway for drainage ditches, feeders and laterals; railroad rightsofway, spurs and spur track agreements; rights of the public, the State and the municipality in and to those parts of the Real Property falling within roads and highways; leases, reservations and conveyances of oil, gas and mineral rights; zoning and other municipal ordinances; drainage and utility district charges and assessments; general real estate taxes; special taxes and assessments for improvements not yet completed; installments not due at the Closing Date of special taxes and assessments for improvements heretofore completed; rights of parties in possession under Leases, acts of Purchaser; and rights of persons claiming by, through or under Purchaser.

Personal Property: All machinery, equipment, fixtures, furnishings and other tangible personal property owned by Seller and situated in or upon or used in connection with the operation or maintenance of the Real Property or any part thereof, and all replacements or additions thereto between the date hereof and the Closing

Date, together with any assignable manufacturer's or vendor's warranties. Personal Property shall not include any cash, cash equivalents, operating and similar accounts owned by Seller.

Property: Collectively, the Real Property, the Personal Property, the Leases, the Contracts, the Licenses and the Accounts.

Purchase Price: The consideration payable by Purchaser to Seller for the Property as provided in Section 3.

Real Property: Approximately 5.19 acres of land having a street address of 719 East Ferrell Street (also known as 719 Ferrell Crescent Street), South Hill, Virginia 23970 (Mecklenburg County – Parcel Record Number 24348), and legally described on Exhibit A, together with all buildings and improvements thereon (including all replacements or additions thereto between the date hereof and the Closing Date); all privileges, rights, easements, hereditaments, and appurtenances thereto belonging; and all right, title and interest of Seller in and to all streets, alleys, passages and other rightsofway included therein or adjacent thereto (before or after the vacation thereof).

State: The Commonwealth of Virginia.

Title Commitment: A commitment for an Owner's Title Insurance Policy for the Real Property to be obtained, if Purchaser so elects, by Purchaser at its sole cost and expense.

Title Defects: Any exceptions to title revealed by the Title Commitment or survey as to which the Purchaser timely objects, as set forth in Section 4.

VHDA: Virginia Housing Development Authority.

## **2. PURCHASE AND SALE**

Subject to the terms contained in this Agreement, Purchaser agrees to purchase and acquire from Seller, and Seller agrees to sell and transfer to Purchaser, all of Seller's right, title and interest in and to the Property.

## **3. PURCHASE PRICE**

3.1 The Purchase Price for the Property shall be Eight Hundred and Fifty Thousand Dollars (\$850,000.00).

3.2 The Purchase Price shall be paid as follows:

- (a) The Deposit (and any interest thereon) shall be applied against the Purchase Price at closing.
- (b) A note to be held by the Seller in the amount of \$300,000, with interest at the rate of 6.0% per annum, paid solely out of surplus cash flow, and due twenty (20) years from Closing Date.
- (c) The balance of the Purchase Price, as adjusted pursuant to Section 11.1, shall be paid to Seller at closing by bank wire transfer of collected Federal funds.

#### **4. ESCROW**

Within three (3) business days after the execution of this Agreement, the parties shall establish an escrow with the Escrow Agent through which the transactions contemplated herein shall be closed. Upon opening of this escrow, Purchaser shall cause the Initial Deposit to be deposited therein. The parties shall direct the Escrow Agent to invest the Deposit in accounts or securities permitted by Escrow Agent at the highest available rate of earnings (all references in this Agreement to earnings shall be net of any investment charges, which shall be borne by Purchaser), which earnings shall be applied on account of the Cash Portion of the Purchase Price at closing, or if closing does not occur, paid as otherwise provided in this Agreement. The escrow instructions shall be in the form customarily used by the Escrow Agent with such special provisions added thereto as may be required to conform to the provisions of this Agreement. Within one (1) business day after the end of the Financing Contingency Period, Purchaser shall deposit the Additional Deposit into the escrow. The escrow shall be auxiliary to this Agreement, and this Agreement shall not be merged into, nor in any manner superseded, by said escrow. The escrow costs and fees shall be paid by Purchaser. The Escrow Agent shall file with the Internal Revenue Service the information return (Form 1099B) required by Section 6045(e) of the Internal Revenue Code of 1986, as amended, and any regulations issued pursuant thereto. Seller and Purchaser shall be responsible to give to the Escrow Agent such information that the Escrow Agent needs in order to complete such form.

#### **5. TITLE**

Upon its execution hereof, Purchaser may order a Title Commitment from the Escrow Agent, at Purchaser's sole cost and expense. Purchaser may also, at its sole cost and expense, order a survey of the Real Property. Purchaser shall forward to Seller upon receipt a copy of the Title Commitment, all documents relating to title exceptions referred to therein, and the survey, if any. If the Title Commitment or survey discloses Title Defects to which Purchaser objects, Purchaser shall notify Seller of any such Title Defects no later than ninety (90) days after the date hereof. Any such Title

Defects as to which Purchaser fails to timely notify Seller of its objections shall be deemed waived and approved by Purchaser and shall be deemed Permitted Exceptions. If Purchaser elects not to obtain a Title Commitment or survey, any and all potential Title Defects that might have been shown thereon shall be deemed Permitted Exceptions. Although Seller shall have no obligation to clear Title Defects, Seller shall have twenty (20) days from the date of receipt of actual notice from Purchaser of the Title Defects to decide whether it wants to cure the Title Defects by either having them removed from the Title Commitment or having the title insurer commit to insure against loss or damage that may be occasioned by such Title Defects. If Seller fails or refuses to cure the Title Defects within the specified time, either Seller or Purchaser may terminate this Agreement by written notice within five days after the earlier of (a) Seller's notice that it does not intend to cure the Title Defects or (b) the expiration of the twenty (20) day cure period. If neither party timely terminates this Agreement, Purchaser shall be deemed to have waived and approved the Title Defects, and the Title Defects shall be deemed Permitted Exceptions.

## **6. CONDITIONS TO CLOSING**

### **6.1 Condition of Property. Purchaser acknowledges that:**

(a) It shall cause such independent examinations to be made as it deems necessary and will make its own full examination and determination of the condition of the Property and the suitability thereof for Purchaser's intended uses as set forth in Section 6.2 hereof; and

(b) The sale of the Property is on an "as is" and "where is" basis, subject only to Seller's express warranties and representations as set forth herein.

**6.2 Purchaser's Inspection. Seller hereby grants to Purchaser and Purchaser's representatives the right to inspect the financial and physical condition of the Property subject to the terms set forth in this section.**

(a) Purchaser shall have ninety (90) days from the date this Agreement is executed to complete its due diligence and feasibility studies, including, without limitation, reviewing title and obtaining regulatory agency approvals (the "Inspection Period"). Purchaser may terminate this Agreement at any time within said ninety (90) day period by written notice to Seller of Purchaser's objection to the financial or physical condition of the Property, in which event the Deposit and any earnings thereon shall be returned to Purchaser, and all other funds and documents theretofore delivered hereunder or deposited in escrow by either party shall be returned to such party and neither party shall have any further obligation except as expressly set forth in this Agreement. If Purchaser fails to notify Seller of Purchaser's objection to the condition of the Property within the Inspection Period, then Purchaser shall be deemed to have

accepted the condition of the Property, but for Seller's representations and warranties as set forth herein, and the Deposit shall become non-refundable, except as expressly set forth in this Agreement.

(b) During the Inspection Period, Seller shall make available to Purchaser any and all documents, instruments or agreements pertaining to the Property that are within its possession or control, at no expense to Purchaser; provided, however, that Seller reserves the right to charge Purchaser its actual costs for making copies of any such materials for Purchaser. The costs of obtaining any inspections shall be borne by the Purchaser, which shall have the right to enter into the Property during the Inspection Period to complete its due diligence. The right granted to Purchaser to conduct the inspections is subject to the Seller being able to provide reasonable notice to the tenants of the Property with respect to any such inspection and the inspections being conducted at reasonable times. In conducting such inspections, Purchaser shall not adversely affect or interfere with the quiet enjoyment of apartments leased by Tenants. Purchaser shall promptly repair any damage to the Property caused by any entry upon the Real Property by Purchaser, its employees, agents or contractors. Purchaser shall maintain, and cause its agents who may enter upon the Property to maintain, liability insurance for the benefit of Seller and worker's compensation insurance, and shall provide certificates of insurance evidencing same to Seller. Purchaser further agrees to treat as strictly confidential any information about the Property obtained during the Inspection Period, and to share any such information only with persons within Purchaser's organization and those of Purchaser's attorneys, consultants or lenders to whom such disclosure is necessary. Purchaser agrees to indemnify, defend and hold Seller harmless from any and all claims that may arise as a result of the activities of Purchaser's and Purchaser's representatives on the Property. Notwithstanding anything in this Agreement to the contrary, Purchaser's obligations pursuant to this Section 6.2 shall survive closing or any termination of this Agreement for any reason.

6.3 Financing Contingency and Regulatory Consents. This Agreement, and the obligations contained herein, is expressly conditioned upon the Purchaser having received (a) a reservation of low-income housing tax credits and a commitment for secondary financing from VHDA in amounts acceptable to Purchaser, and (b) the consents to the assignment of the HAP Contract to Purchaser from HUD, as the case may be, on or before October 31, 2020. Purchaser shall give Seller prompt written notice of its receipt or denial of each of the low-income housing tax credit allocation, secondary financing commitment and regulatory consents. Should Purchaser be unable to obtain the necessary tax credits, secondary financing commitment and regulatory consents to the transaction on or before October 31, 2020, this Agreement shall be deemed terminated unless otherwise agreed to by the parties in writing, in which event the Deposit plus any earnings thereon shall be returned to Purchaser, and thereupon the parties hereto shall be relieved from any and all further obligation except as expressly set forth in this Agreement. If Purchaser receives the necessary low-income

housing tax credit allocation, secondary financing commitment and regulatory consents to the transaction on or before October 31, 2020, the Deposit shall become non-refundable, except as expressly set forth in this Agreement. The parties agree that Purchaser shall be responsible for obtaining such consents at its sole expense.

## **7. AFFIRMATIVE COVENANTS OF SELLER**

7.1 **Maintain Property.** From the Agreement Date to the Closing Date or earlier termination of this Agreement, Seller shall at its own cost and expense (i) operate and maintain the Real Property in the same manner as it has been operated and maintained heretofore free from waste and neglect, and (ii) keep and perform or cause to be performed all obligations of the Real Property and Seller or its agents under the Contracts, Leases and Licenses. After the Inspection Period, Seller shall not enter into any Leases or Contracts involving payment in the aggregate amount of \$5,000 or more affecting the Property, without Purchaser's prior written consent, which shall not be unreasonably withheld or delayed, except for (i) Leases in the ordinary course of business, or (ii) Contracts as may be necessary or advisable in the case of emergency to protect the Property or tenants.

7.2 **Maintain Insurance.** From the Agreement Date to the Closing Date or earlier termination of this Agreement, Seller shall maintain or cause to be maintained in full force and effect liability, casualty and other insurance upon and with respect to the Property against such hazards and in such amounts as exist on the date hereof.

7.3 **Changes in Circumstances.** Seller shall notify Purchaser promptly if Seller becomes aware of any transaction or occurrence prior to the Closing Date which would make any of the representations and warranties of Seller contained in Section 8 not true in any material respect.

## **8. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser on and as of the date hereof as follows:

8.1 **Due Authority and Binding Effect.** Seller has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Seller pursuant hereto, subject to obtaining the required consents of HUD. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto (subject to the above-referenced



consents). This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon Seller in accordance with their respective terms. Subject to obtaining the consents described above, the transaction contemplated hereby will not result in a breach of or constitute a default under any agreement to which Seller or the Property is subject or by which Seller or the Property is bound.

8.2 Reserved.

8.3 Reserved.

8.4 Title to Real Property. To Seller's knowledge, Seller owns fee simple title to the Real Property free and clear of all liens, encumbrances, options and restrictions of every kind, except the Mortgage Loan Documents, any Permitted Exceptions and any exceptions shown on its most recent title insurance commitment.

8.5 Title to Personal Property. To Seller's knowledge, Seller has good and marketable title to the Personal Property and each item thereof subject to the lien of the Lender and any purchase money financing, conditional sales or other rights disclosed to Purchaser on the list of Contracts.

8.6 Claims. To Seller's knowledge, there are no claims, causes of action or other litigation or proceedings pending with respect to the ownership or operation of the Property or any part thereof which could materially affect the Property or the consummation of the transactions contemplated by this Agreement.

8.7 Violations. Seller has not received any notice of any violations of any Legal Requirements with respect to the Property which have not been corrected in all material respects.

8.8 Financial Statements. To Seller's knowledge, the audited financial statements to be delivered to Purchaser with respect to Seller are true and complete in all material respects as of the respective dates of such statements.

The words "to Seller's knowledge" or similar words shall mean to Seller's knowledge without independent inquiry or investigation.

Except as expressly set forth herein, Seller makes no representations and warranties to Purchaser of any nature whatsoever.

## 9. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller on and as of the date hereof as follows:

9.1 Due Authority and Binding Effect. Purchaser has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Purchaser pursuant hereto, and all required action and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto. This Agreement and all documents to be executed pursuant hereto by Purchaser are and shall be binding upon Purchaser in accordance with their respective terms.

## 10. CLOSING

10.1 Time and Place. The transaction contemplated hereby shall close on the Closing Date at the offices of the Escrow Agent, or on such other date, time and place as the parties may mutually agree.

10.2 Seller's Deliveries. At closing, Seller shall deliver to Purchaser the following:

- (a) Seller's Special Warranty Deed;
- (b) A Bill of Sale for the Personal Property to be conveyed in accordance with the provisions hereof;
- (c) An Assignment and Assumption, in each case only to the extent assignable, of all of Seller's right, title and interest to the Accounts, Contracts, Leases and Licenses, the rights to the trade name(s) and telephone numbers of the Property, as well as the unexpired term(s) of any warranties or guarantees held in connection with the Property;
- (d) A Housing Assistance Payments Assignment and Assumption Agreement;
- (e) At the Property, each Tenant's Lease, together with all amendments thereto;
- (f) At the Property, copies of all books, records and files relating to the Property and the operation thereof;
- (g) FIRPTA affidavit;
- (h) Such other instruments and confirmations as may be reasonably required by Purchaser to consummate the transaction contemplated hereby.

10.3 Purchaser's Deliveries. On the Closing Date, Purchaser shall deliver the following to Seller:

- (a) The cash portion of the Purchase Price and seller note;
- (b) Counterpart executed originals of the Assignment and Assumption of the Accounts, Contracts, Leases, and Licenses;
- (c) Counterpart executed originals of the Housing Assistance Payments Assignment and Assumption Agreement, signed by HUD and/or VHDA, as required;
- (d) Letters to tenants of the Property advising that the same has been sold to Purchaser and directing payment of rentals in accordance with the directions of Purchaser in form reasonably satisfactory to Seller (which letters Seller shall jointly execute at closing, if requested);
- (e) Such other instruments and confirmations as may be reasonably required by Seller to consummate the transaction contemplated hereby.

10.4 Concurrent Deliveries. Seller and Purchaser shall jointly deposit in the escrow or deliver to each other at closing an agreed settlement statement and such certificates, instruments and declarations complying with the provisions of state, county and local law applicable to the determination of transfer taxes.

10.5 Possession. On the Closing Date, Seller shall transfer to Purchaser, subject to the rights of tenants under the Leases, possession of the Property.

## 11. PRORATIONS AND CLOSING COSTS

11.1 Prorations and Adjustments. The Purchase Price shall be adjusted as follows, based on the premise that the Purchaser owns the Property as of 12:00 a.m. midnight on the Closing Date:

- (a) At closing, Seller shall transfer and assign to Purchaser, without proration or credit, all its rights, title and interests in and to the Accounts, including (i) any rent or HAP Contract Rental Payments paid in advance, the latter to be transferred in trust if required by HUD; (ii) all replacement reserves and residual receipts held by Lender; and (iii) all cash monies on hand and in Property checking, savings and all other deposit accounts. Purchaser agrees that, because it will receive all cash from the Property's operations, it shall be responsible for paying all obligations of the Property that might otherwise have been prorated between the parties (for example, rents collected, real estate and other ad valorem taxes and assessments, utility charges, operating

expenses, management fees, etc.), except as expressly set forth in this Agreement, and shall indemnify and hold Seller harmless in connection with any such claims.

(b) Purchaser shall receive a credit for any unapplied security deposits (including rent deposits, cleaning deposits, utility deposits, key deposits, cable television and pet or similar deposits, whether or not refundable) held by the Seller under the Leases with respect to the residents of the Property, including interest thereon to the extent required to be accrued under the Leases or state or local law, at the time of closing. Accordingly, Seller shall retain the actual cash deposits. Purchaser agrees to indemnify, defend and hold Seller harmless against claims of tenants to deposits accruing on or after the Closing Date to the extent of the amount of deposits actually credited by Seller to Purchaser.

(c) Purchaser shall cause all utility services to be placed in Purchaser's name as of the Closing Date. If permitted by the applicable utilities, all utility deposits in Seller's name shall be assigned to Purchaser as of the Closing Date and Seller shall receive a credit therefore at closing.

11.2 Closing Costs. Seller shall pay the Virginia Grantor's tax. Purchaser shall pay all other costs of closing, including, without limitation, all title examination, title insurance, survey and escrow charges and Grantee and mortgage recordation taxes and fees. The parties shall each be solely responsible for fees and disbursements of their respective counsel and any other professional advisers, except that Purchaser shall pay the cost of any opinion of Seller's counsel that may be required by VHDA.

## 12. BROKERAGE

Seller and Purchaser each warrant and represent to the other that no brokerage fee, commission or finder's fee relating to this transaction is due to any party. Seller and Purchaser each agree to indemnify and hold each other harmless from and against any claim by third parties for brokerage commission or finder's fees relating to the transaction contemplated in this Agreement alleged to be due because of the actions of the indemnifying party.

## 13. DESTRUCTION OR DAMAGE

If, subsequent to the date hereof and prior to the Closing Date, all or any substantial portion of the Real Property shall be destroyed or damaged by fire or other casualty, Seller shall immediately give Purchaser notice of such occurrence, and Purchaser shall have the right and option to terminate this Agreement by giving Seller written notice to such effect within 10 days after receipt of written notification of any such occurrence or occurrences. Failure to give such notice within such time shall be deemed to be an election to proceed to close the transaction. Notwithstanding the

foregoing, if the cost of repair or restoration of the Real Property shall, in the reasonable estimation of Seller's insurance adjuster, be less than five percent of the Purchase Price (and provided that the loss or damage is fully covered by Seller's insurance, less any deductible), Purchaser shall not be permitted to terminate this Agreement as aforesaid, but shall close the transaction contemplated hereby as scheduled and Seller shall pay such deductible and assign to Purchaser at closing all insurance proceeds collected or claimed with respect to said loss or damage.

**14. CONDEMNATION**

If, subsequent to the date hereof and prior to the Closing Date, any proceeding, judicial, administrative or otherwise, which shall relate to the proposed taking of all or any substantial portion of the Real Property by condemnation or eminent domain or any action in the nature of eminent domain, or the taking or closing of any right of access to the Real Property, is instituted or commenced, Purchaser shall have the right and option to terminate this Agreement by giving Seller written notice to such effect within 10 days after receipt of written notification of any such occurrence or occurrences. Failure to give such notice within such time shall be deemed evidence that Purchaser has waived the option to terminate by reason of the occurrence or occurrences of which it has received notice, and Purchaser shall be credited with or be assigned all of Seller's right to any proceeds there from at closing. Seller hereby agrees to furnish Purchaser written notification with respect to any such proceedings within 3 business days of Seller's receipt of any such notification or learning of the institution of such proceedings. Notwithstanding the foregoing, if such proceeding by way of condemnation or eminent domain shall be "insubstantial," Purchaser shall not have the right to terminate this Agreement, but shall be credited with or be assigned all of Seller's right to any proceeds there from. An "insubstantial" proceeding shall be one which does not involve more than \$200,000.

**15. NOTICES**

Any notice, request, demand, instruction or other document required or permitted to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, sent by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight express courier, postage prepaid, or by facsimile transmission, and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by confirmed facsimile or via overnight express courier, or on the third business day after deposit if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to Purchaser:

South Hill Partners, LLC

350-C Fortune Terrace, Suite 202  
Potomac, MD 20854  
Attn: Lester Severe  
Email: lester@gwaffordable.com

If to Seller: Mecklenburg Manor Associates, a Limited Partnership  
350-C Fortune Terrace, Suite 202  
Potomac, MD 20854  
Attn: Lester Severe  
Email: lester@gwaffordable.com

16. **MISCELLANEOUS**

16.1 **Entire Agreement; Amendments; Waivers.** This Agreement contains the entire agreement and understanding of the parties in respect of the subject matter hereof, and the same may not be amended, modified or discharged, nor may any of its terms be waived, except by an instrument in writing signed by the party to be bound thereby.

16.2 **Further Assurances.** The parties each agree to take all such further action before or after the closing as shall be necessary or desirable to carry out this Agreement fully and to effect the transactions contemplated hereby.

16.3 **No Third Party Benefits.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

16.4 **Attorneys' Fees.** Each party shall bear its own attorneys' fees and expenses not otherwise provided for herein incurred in the negotiation or execution of this Agreement. In the event either Seller or Purchaser shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, the successful party in such proceedings shall be entitled to reasonable attorneys' fees as determined by the court.

16.5 **Assignment.** Purchaser may not assign its rights hereunder without the prior written consent of Seller, which may be withheld in its sole discretion; provided, however, that Purchaser may assign its rights hereunder to an affiliate without such consent so long as Purchaser and such affiliated assignee shall both be liable for the performance of Purchaser's obligations hereunder. For purposes hereof, an "affiliate" shall be a person or entity controlling, controlled by, or under common control with, the Purchaser.

16.6 **Interpretation.**

(a) The headings and captions herein are inserted for convenience of reference only and the same shall not limit or construe the article, sections or paragraphs to which they apply or otherwise affect the interpretation hereof.

(b) The terms "hereby", "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement.

(c) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without being limited to."

(d) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise, all references herein to "days" shall mean calendar days.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to its conflict or choice of laws rules.

(f) Each party acknowledges that it had been represented by counsel in connection with the negotiation of this Agreement, so that in the event of a dispute hereunder the Agreement shall not be construed against one party deemed to be its maker.

(g) Time is of the essence in this Agreement.

16.7 Exhibits. Notwithstanding anything to the contrary contained herein, the Exhibits identified above may be separately delivered by Seller to Purchaser within 15 days after the date hereof and upon such delivery all of the representations and warranties of Seller with respect to such Exhibits shall be applicable thereto as if attached hereto.

16.8 Counterparts. This Agreement and any instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

## 17. BREACH AND REMEDIES

17.1 Breach. A party to this Agreement shall be in breach in the event that:

(a) Any of its representations or warranties are untrue in any material respect as of the Closing Date; or

(b) It fails or refuses to close the sale or purchase of the Property (as the case may be) in a timely manner, except if the failure to close is (i) specifically excused under the terms of the Agreement (e.g. due to the failure of a condition precedent to its obligation to close), or (ii) due to breach by the other party.

17.2 Purchaser's Remedies. In the event of a breach by Seller, Purchaser may, at its option, seek either of the following remedies:

(a) Enforce the terms of the Agreement by seeking specific performance hereof; or

(b) Terminate the Agreement by written notice to Seller specifying the breach and obtain a refund of the Deposit and any earnings thereon.

Purchaser expressly waives all other rights and remedies at law or in equity.

17.3 Seller's Remedies. In the event of a breach by Purchaser, Seller may terminate this Agreement by written notice to Purchaser specifying the breach. Seller shall be entitled to retain the Deposit and any earnings thereon as liquidated damages, not as a penalty. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF THE DEPOSIT IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN THE DEPOSIT AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES. (AND NOT AS A PENALTY OR FORFEITURE) IN LIEU OF ANY AND ALL OTHER LEGAL AND EQUITABLE RIGHTS WHICH SELLER MAY HAVE HEREUNDER.

## 18. CERTAIN REGULATORY RESTRICTIONS

No transfer of any interest in the Property under this Agreement shall be effective prior to any required HUD approval. Purchaser will not take possession of the Property nor assume the benefits of the ownership of the Property prior to such approval by HUD. Purchaser expressly agrees that under no circumstances shall any write down or other modification of the Mortgage take place until after transfer of title to Purchaser. The Purchaser shall have no right upon any breach by Seller hereunder to seek damages, directly or indirectly, from the Property which is the subject of this Agreement, including from any assets, rents, issues or profits thereof, and Purchaser shall have no right to effect a lien upon the Project or the assets, rents, issues or profits thereof.



**19. HAZARDOUS MATERIALS, LEAD-BASED PAINT AND ASBESTOS DISCLOSURES**

Seller hereby discloses to Purchaser that, given the age of the improvements to the Real Property, the Real Property may contain lead-based paint and/or asbestos-containing materials. To Seller's knowledge, no other Hazardous Materials have been located on the Real Property in violation of Legal Requirements, although Seller may maintain cleaning supplies, gasoline or the like in reasonable amounts for use at the Property. Purchaser agrees to investigate all such matters during the Inspection Period. Seller shall have no responsibility in connection with such investigation. Seller makes no representations or warranties of any nature regarding the presence or absence of any Hazardous Materials, asbestos-containing materials or lead-based paint at the Real Property. Purchaser shall indemnify and hold Seller harmless from any liability which first arises after the Closing Date of any nature whatsoever, including interest, penalties or the like, which may be asserted against or imposed upon Seller in connection with any Hazardous Materials, lead-based paint and/or asbestos containing materials, including removal, remediation and/or disposal of such Hazardous Materials, lead-based paint and/or asbestos containing materials. This obligation shall survive closing.

The following disclosure is made pursuant to Subpart H of Title 24 of the Code of Federal Regulations:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**20. TENANT AND STATUTORY NOTICES**

Purchaser shall be responsible for providing all notices to tenants and regulatory agencies as may be required by federal, state and local law.

[Signature Page Follows]

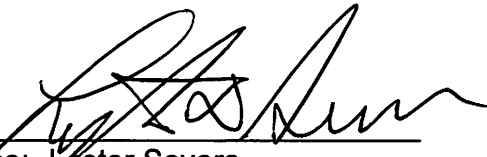
IN WITNESS WHEREOF, this Agreement has been executed and delivered by Seller and Purchaser on the respective dates set forth beneath each of their signatures and is intended to be effective as of the latest such date.

**SELLER:**  
**MECKLENBURG MANOR**  
**ASSOCIATES, A LIMITED**  
**PARTNERSHIP**

**PURCHASER:**  
**SOUTH HILL PARTNERS, LLC**  
By: Gateway South Hill, LLC  
Its: Manager

By: Gateway Development  
Associates, LLC,  
Its General Partner

By:   
Name: Lester Severe  
Its: Manager


By:   
Name: Lester Severe  
Its: Manager

## EXHIBIT A

All that certain tract or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in the Town of South Hill, Mecklenburg County, Virginia, and more particularly described as follows:

**BEGINNING** at an Iron 10 feet south of the center line of East Ferrell Street, at the northwestern corner of the property herein conveyed, as shown on the hereinafter referred to map; thence S 71 degrees 47' 42" E. 335.00 feet to an iron; thence S 39 degrees 56' 31" W 230.09 feet to an iron; thence S 37 degrees 43' 33" E 402.28 feet to an iron; thence S 18 degrees 04' 33" W 119.50 feet to an iron; thence N 71 degrees 55' 27" W 582.08 feet to an iron; thence N 18 degrees 04' 53" E 560.00 feet to the point and place of beginning, containing 5.19 acres, more or less, as shown on Plat of a Parcel of Land Containing 5.19 acres, Now or Formerly Belonging to Mecklenburg Manor Associates, Located within the Corporate Limits of The Town of South Hill, Mecklenburg County, Virginia, a copy of which plat is recorded in the Clerk's Office of the Circuit Court, Mecklenburg County, Virginia, in Deed Book 229, Page 300.

Being the same property conveyed to Mecklenburg Manor Associates, A Limited Partnership by deed dated June 1st, 1972 from Everett Freeman, Jr. and Lorane C. Freeman, his wife, Meredith B. Freeman and Mary J. Freeman, his wife, Nelson W. Freeman and Charlotte M. Freeman, his wife, and Thurman S. Freeman and Pearl K. Freeman, his wife, recorded in the aforesaid Clerk's Office in Deed Book 229, Page 296.



LS



Real Estate Assessor's Office  
P.O. Box 158  
Boydton, Virginia 23917

ASSESSMENT CHANGE - 2018

AS REQUIRED BY STATE LAW YOUR PROPERTY  
HAS BEEN ASSESSED AT FAIR MARKET VALUE

**Reassessment Notice**

**THIS IS NOT A TAX BILL**

**NO ACTION IS REQUIRED  
IF NOT DISPUTING VALUES**

\*002353/1--S 10--B 1



MECKLENBURG MANOR ASSOC,  
GATEWAY MANAGEMENT  
350C FORTUNE TER UNIT 202  
POTOMAC MD 20854-2980

Date of Mailing: 05/22/2018  
Dist/Town/Map#: TSH/078A14-A--001A  
Legal Description 1: PACE LAND  
Legal Description 2:  
Total Acres: 5.19

PRN#: 24348

	2016/2017 Assessed Value	2017/2018 Assessed Value	2018/2019 Proposed Assessed Value
Land	\$175,500	\$175,500	\$175,500
Improvement	\$842,700	\$842,700	\$842,700
Total	\$1,018,200	\$1,018,200	\$1,018,200
Tax Rate	0.42	0.42	0.42*
Tax Levy	\$4,276.44	\$4,276.44	\$4,276.44*
% Change in Levy	0.00%	0.00%	

Hearings for the 2018 Mecklenburg County reassessment will begin June 12, 2018 and end June 21, 2018. Hearings will be held Tuesdays, Wednesdays, and Thursdays 9:00 a.m. to 4:00 p.m. Assessor's hearings will be held at The Real Estate Office, 311 Washington St., Boydton, Virginia. To make an appointment to dispute your values call 434-738-6519. Office hours are 8:30 AM to 5:00 PM Monday through Friday. You have the right to view and make copies of records except those containing information made confidential maintained by our office pursuant to Code of Virginia 58.1-3331 Monday through Friday 8:30 a.m. to 4:00 p.m. except for County observed holidays or online at [mecklenburg.cama.concisesystems.com](http://mecklenburg.cama.concisesystems.com) or [mecklenburg.gis.edsi.com](http://mecklenburg.gis.edsi.com)

**Building Permits**

This notice may not reflect all new construction/improvement values.

**Land Divisions**

This notice will not reflect any land divisions or transfers by Deed after May 2, 2018 or transfers by Will as of February 28, 2018.

\*\*\* If property has been transferred please forward this notice to the new owner pursuant to Code of Virginia 58.1-3330 \*\*\*

**Real Estate Tax Rate**

\* The 2018/2019 Tax Rate is subject to change. The Mecklenburg County Board of Supervisors conducted a public hearing May 16, 2018 on the proposed 2018/2019 real estate tax rate. The public hearing was held in the Goode Bank Building 350 Washington Street, Boydton, VA. The time, date and place of the public hearing was advertised in the Mecklenburg Sun, The News Progress and the South Hill Enterprise.

**PLEASE READ CAREFULLY**

*Code of Virginia 58.1.3379.C*

The burden of proof shall be upon a taxpayer seeking relief to show that the property in question is valued at more or less than its fair market value, that the assessment is not uniform in its application, or that the assessment is otherwise not equalized. In order to receive relief, the taxpayer must produce substantial evidence that the valuation determined by the assessor is erroneous and was not arrived at in accordance with generally accepted appraisal practice.

**Board of Equalization**

Applications to appear before the Board of Equalization must be filed before June 30, 2018.

For a Board of Equalization Application please contact 434-738-6519 Monday through Friday 8:30AM to 5:00PM or online at [mecklenburgva.com](http://mecklenburgva.com).

***"Proposed Assessed Value" (shown above) will take effect July 1, 2018  
Assessments are based on sales from 1/1/2016 through 12/31/2017.***

Tax relief for 100% Disabled Veterans is available. For qualifications, contact our office.

F

Third-Party RESNET  
Rater Certification  
(MANDATORY)



Appendix F
RESNET Rater Certification of Development Plans

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

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

In addition provide HERS rating documentation as specified in the manual

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

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

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

Additional Optional Certifications

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

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

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

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

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

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

Signed: [Signature]

Date: 3/11/20

Printed Name: Matt Waring

RESNET Rater

Resnet Provider Agency
Viridiant

Signature [Signature]

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

# Home Energy Rating Certificate

## Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: 5dYW8on2

### HERS® Index Score:

# 100

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](http://www.hersindex.com)

### Annual Savings

# \$309

\*Relative to an average U.S. home

**Home:**  
719 E. Ferrell St  
South Hill, VA 23970

**Builder:**

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	21.8
Cooling	2.3
Hot Water	12.8
Lights/Appliances	16.2
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>53.1</b>

**This home meets or exceeds the criteria of the following:**

### Rating Completed by:

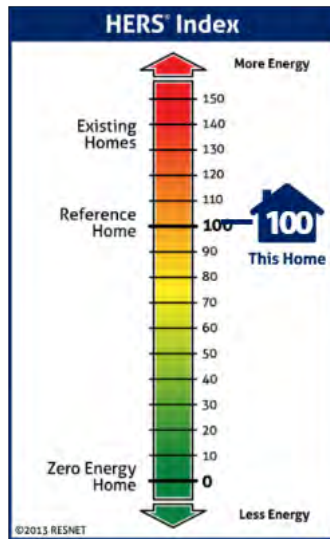
**Energy Rater:** Matt Waring  
RESNET ID: 6729287

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

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



Matt Waring, Certified Energy Rater  
Date: 3/11/20 at 9:18 AM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	831 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Furnace • Natural Gas • 80 AFUE
Primary Cooling System:	Air Conditioner • Electric • 14 SEER
Primary Water Heating:	Water Heater • Natural Gas • 0.62 Energy Factor
House Tightness:	15.64 ACH50
Ventilation:	None
Duct Leakage to Outside:	163 CFM @ 25Pa (19.61 / 100 s.f.)
Above Grade Walls:	R-13
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 1.31, SHGC: 0.8
Foundation Walls:	N/A

# Home Energy Rating Certificate

## Projected Report

Rating Date:  
Registry ID:  
Ekotrope ID: bLbAz7y2

### 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](http://www.hersindex.com)

### Annual Savings

# \$385

\*Relative to an average U.S. home

**Home:**  
719 E. Ferrell St  
South Hill, VA 23970

**Builder:**

### Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	12.8
Cooling	1.6
Hot Water	11.5
Lights/Appliances	13.5
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>39.5</b>


**This home meets or exceeds the criteria of the following:**

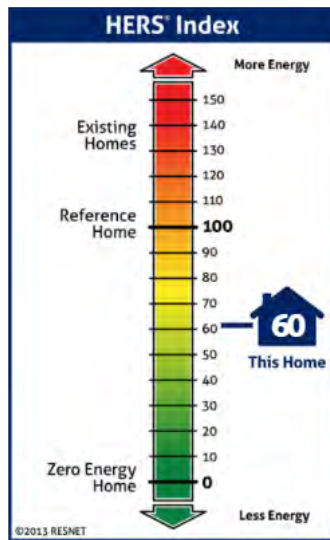
### Rating Completed by:

**Energy Rater:** Matt Waring  
RESNET ID: 6729287

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

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

  
Matt Waring, Certified Energy Rater  
Date: 3/11/20 at 9:20 AM



### Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	831 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Furnace • Natural Gas • 98 AFUE
Primary Cooling System:	Air Conditioner • Electric • 16 SEER
Primary Water Heating:	Water Heater • Natural Gas • 0.67 Energy Factor
House Tightness:	12 ACH50
Ventilation:	None
Duct Leakage to Outside:	Untested
Above Grade Walls:	R-16
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.29, SHGC: 0.3
Foundation Walls:	N/A



G

Zoning Certification Letter  
(MANDATORY)



You'll like the view from  
**South Hill**

# Town of South Hill

Incorporated 1901

## Zoning Certification

ADMINISTRATION  
(434) 447-3191

CODE COMPLIANCE  
OFFICIAL  
(434) 447-5041

PUBLIC WORKS  
(434) 447-3191

DATE: 2-4-2020

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

RE: ZONING CERTIFICATION

Name of Development: Mecklenburg Manor

Name of Owner/Applicant: South Hill Partners, LLC

Name of Seller/Current Owner: Mecklenburg Manor Associates

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:

719 East Fernald Street, South Hill, VA 23070

Legal Description:

See Attached Exhibit A

### Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____ Approx. Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	_____ # Units	_____ # Buildings	_____ Approx. Total Floor Area Sq. Ft.
<input checked="" type="checkbox"/> Rehabilitation:	<u>61</u> # Units	<u>8</u> # Buildings	<u>41760</u> Approx. Total Floor Area Sq. Ft.

**Zoning Certification, cont'd**

Current Zoning:     R2-16     allowing a density of  
    16     units per acre, and the following other applicable conditions: \_\_\_\_\_

Other Descriptive Information:  
\_\_\_\_\_  
\_\_\_\_\_

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

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

    David Hash      
Signature

    David Hash      
Printed Name

    Code Compliance Official      
Title of Local Official or Civil Engineer

    434-447-5041      
Phone:

    February 11, 2020      
Date:

**NOTES TO LOCALITY:**


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

## EXHIBIT A

All that certain tract or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in the Town of South Hill, Mecklenburg County, Virginia, and more particularly described as follows:

BEGINNING at an Iron 10 feet south of the center line of East Ferrell Street, at the northwestern corner of the property herein conveyed, as shown on the hereinafter referred to map; thence S 71 degrees 47' 42" E. 335.00 feet to an iron; thence S 39 degrees 56' 31" W 230.09 feet to an iron; thence S 37 degrees 43' 33" E 402.28 feet to an iron; thence S 18 degrees 04' 33" W 119.60 feet to an iron; thence N 71 degrees 55' 27" W 582.08 feet to an iron; thence N 18 degrees 04' 53" E 560.00 feet to the point and place of beginning, containing 5.19 acres, more or less, as shown on Plat of a Parcel of Land Containing 5.19 acres, Now or Formerly Belonging to Mecklenburg Manor Associates, Located within the Corporate Limits of The Town of South Hill, Mecklenburg County, Virginia, a copy of which plat is recorded in the Clerk's Office of the Circuit Court, Mecklenburg County, Virginia, in Deed Book 229, Page 300.

Being the same property conveyed to Mecklenburg Manor Associates, A Limited Partnership by deed dated June 1st, 1972 from Everett Freeman, Jr. and Lorane C. Freeman, his wife, Meredith B. Freeman and Mary J. Freeman, his wife, Nelson W. Freeman and Charlotte M. Freeman, his wife, and Thurman S. Freeman and Pearl K. Freeman, his wife, recorded in the aforesaid Clerk's Office in Deed Book 229, Page 296.



LS

H

Attorney's Opinion  
(MANDATORY)

March 9, 2020

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

RE: 2020 Tax Credit Reservation Request

Name of Development: Mecklenburg Manor  
Name of Owner: South Hill Partners, LLC

Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 9, 2020 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

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

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

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.

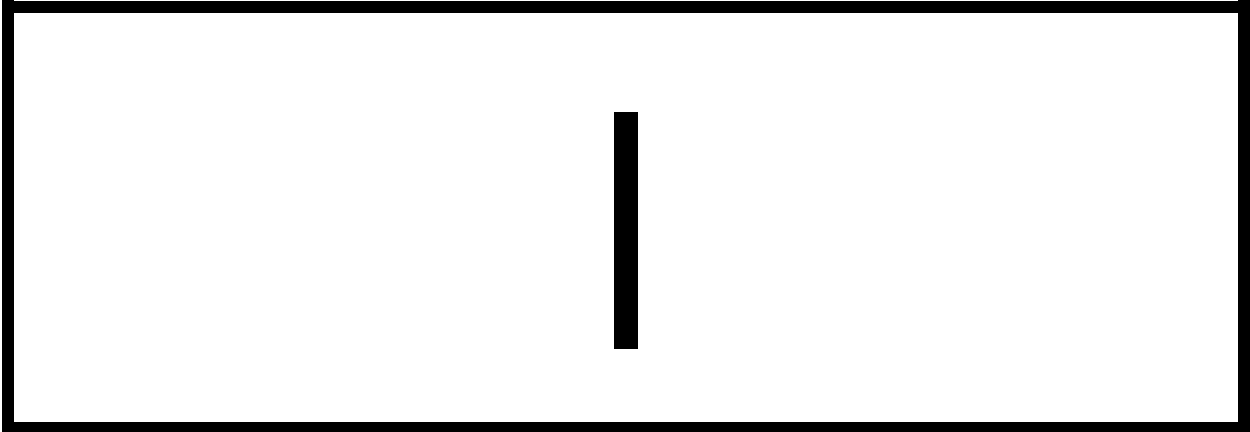
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions 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 ("VHDA") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by VHDA and may not be relied upon by any other party for any other purpose.

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

SRH LAW PLLC

By: Jandre R. Heith  
Its: Principal



# Nonprofit Questionnaire

(MANDATORY for points or pool)





# Non-profit Questionnaire

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

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

## 1. General Information

- a. Name of development: Mecklenburg Manor
- b. Name of owner/applicant: South Hill Partners, LLC
- c. Name of non-profit entity: NFP Manager, LLC, 100% owned by NFP Affordable Housing Corp.
- d. Address of principal place of business of non-profit entity:  
7979 Janna Lee Avenue Alexandria, VA 22306

Indicate funding sources and amount used to pay for office space:  
Space is made available at no cost by Creekside Village, an affordable housing community

- e. Tax exempt status:       501(c)(3)       501(c)(4)       501(a)
- f. Date of legal formation of non-profit (must be prior to application deadline); 09/18/2017  
evidenced by the following documentation: Certificate of Incorporation  
\_\_\_\_\_  
\_\_\_\_\_
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):  
04/03/2018
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):  
The exempt purpose is the fostering of low-income housing. See page 1 of the Amended and Restated Certificate of Incorporation of NFP Affordable Housing Corp.  
\_\_\_\_\_  
\_\_\_\_\_
- i. Expected life (in years) of non-profit:  
Perpetual.

## Non-profit Questionnaire, cont'd

- j. Explain the anticipated future activities of the non-profit over the next five years:  
NFP will continue to develop, own and operate affordable housing, primarily in Virginia, Washington, DC, and Maryland, but will be seeking opportunities to develop or joint venture affordable housing nationwide.
- k. How many full time, paid staff members does the non-profit and, if applicable, any other non-profit organization(s) ("related non-profit(s)") of which the non-profit is a subsidiary or to which the non-profit is otherwise related have (i.e. by shared directors, staff, etc.)?  
0 How many part time, paid staff members? 1
- Describe the duties of all staff members:  
Rick Edson serves as Executive Director and handles all activities of the non-profit. His compensation is \$1 a year.
- l. Does the non-profit share staff with any other entity besides a related non-profit described above?  
 Yes  No If yes, explain in detail: \_\_\_\_\_
- m. How many volunteers does the non-profit and, if applicable, any related non-profit have?  
None at this time.
- n. What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development  
NFP is funded from contributions from individuals, corporations and foundations. NFP receives no funding from any entity related to the Owner of the Development.
- o. List all directors of the non-profit, their occupations, their length of service on the board, and their residential addresses:  
Richard H. Edson, Non-profit executive, 2.5 years, 5502 Roosevelt Street, Bethesda, MD 20817  
Nick Surak, affordable housing development, 2.5 years, 6500 Westfield Blvd., Apt. 101, Indianapolis, IN 46220  
Nancy Kaur, affordable housing asset management, 2.5 years 1025 SE 11th Avenue, Apt. 621, Portland, OR 97214

## 2. Non-profit Formation

- a. Explain in detail the genesis of the formation of the non-profit:  
The Directors of NFP had worked together over the years on various projects and decided that there was a need for a new affordable housing non-profit to better serve the affordable housing community nationwide by providing services to other developers at the lowest cost possible, as well as developing and acquiring and rehabilitating projects at the most efficient cost possible.

## Non-profit Questionnaire, cont'd

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

Yes  No If yes, explain in detail:

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

Yes  No If yes, explain:

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

Yes  No If yes, explain:

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

Yes  No, If yes, explain:

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

Yes  No

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

NFP was formed in late-2017 and has provided the developers of a 94-unit senior housing affordable project located in Kensington, Maryland and a 27-unit senior housing affordable project located in Washington, DC with financial and development consulting services. The Executive Director of NFP has extensive experience developing and operating LIHTC projects in Virginia.

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

NA

### 3. Non-profit Involvement

## Non-profit Questionnaire, cont'd

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

Yes  No

- (i) Will the non-profit own at least 10% of the general partnership/owning entity?  
 Yes  No
- (ii) Will the non-profit own 100% of the general partnership interest/owning entity?  
 Yes  No

If no to either 3a.i or 3a.ii above, specifically describe the non-profit's ownership interest:  
NFP will own 10% of the managing member interest in the LLC which will own the project.

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

See Section 4.01 of the operating agreement of South Hill Partners, LLC.

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

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

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

See Section 13.17 of the operating agreement of South Hill Partners, LLC.

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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:

NA

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

Yes  No If yes,

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

Preparation of application for LIHTCs, securing and closing financing and LIHTC tax credit equity, supervision of rehabilitation and rent-up, preparation of 8609 application.

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

## Non-profit Questionnaire, cont'd

management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):  
NPF will asset manage the property and oversee the property management company, making sure all compliance rules and regulations are followed.

- (iii) Will the non-profit invest in its overall interaction with the development more than 500 hours annually to this venture?  Yes  No If yes, subdivide the annual hours by activity and staff responsible and explain in detail:  
NPF estimates that it will spend approximately 10-20 hours a week during the development period, and approximately 5-10 hours a month during operations and throughout the Extended Use Period.

- 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?  
NFP Executive Director approached the current owner of the project, who will also be participating in the proposed development about utilizing LIHTCs to renovate the project, which was in great need of repairs and renovation. The owner agreed to team up with NFP given the Executive Director's extensive with LIHTC developments in the Commonwealth of Virginia.

- f. List all general partners/managing members of the Owner of the Development (one must be the non-profit) and the relative percentages of their interests:  
Gateway South Hill, LLC 49% of the Managing Member interest, 49% of cash flow and residual  
NFP Manager, LLC, 100% owned by NFP Affordable Housing Corp., a 501(c)(3) non-profit corporation  
51% of the Managing Member Interest, 51% of cash flow and residual

- g. If this is a joint venture, (i.e. the non-profit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.  
Gateway South Hill, LLC will work with the non-profit in the financing, rehabilitation and operations of the proposed development. The principals of Gateway South Hill, LLC will provide guarantees to the LIHTC investor.

- 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.  
NA

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

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

**Non-profit Questionnaire, cont'd**

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

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

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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:

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

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

None

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

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## Non-profit Questionnaire, cont'd

### 4. Virginia and Community Activity

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

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

NFP's primary geographic target areas are Virginia, Washington, DC, and Maryland.

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

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

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

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

Yes  No

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

Yes  No If yes, explain:

NFP has demonstrated support form established organizations, businesses and individuals but none of these are located in the immediate area of the proposed development.

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g. Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  Yes  No If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

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

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

## Non-profit Questionnaire, cont'd

- (ii) elected representatives of low-income neighborhood organizations?  Yes  No
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?  Yes  No
- j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  Yes  No If yes, explain the meeting schedule:  

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- k. Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  Yes  No
- l. Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  Yes  No If yes, explain in detail:  

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- m. Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area?  Yes  No If yes, explain:  

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- 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).  

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- 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).  

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- 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:  

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## Non-profit Questionnaire, cont'd

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

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

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

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### 5. Attachments

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

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

March 4, 2020

Date

South Hill Partners, LLC

Owner/Applicant

By: 

Title: Managing Member

Title

March 4, 2020

Date

NFP Affordable Housing Corp.

Non-profit

By: 

Board Chairman

**Non-profit Questionnaire, cont'd**

By:

A handwritten signature in blue ink, consisting of a large, stylized initial 'A' followed by a series of loops and a long horizontal stroke extending to the right.

Executive Director



## Non-profit Questionnaire Request for Supplemental Documentation

Part II, Section 6, of the Qualified Allocation Plan ("QAP") of the Virginia Housing Development Authority (the "Authority") for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended (the "Code") establishes certain requirements for receiving credits from the Non-profit Pool established under the QAP and assigning points for participation of a non-profit organization in the development of qualified low-income housing.

Please submit the following **only if** the Non-profit has not previously been approved as a qualified Non-profit to compete for tax credits in the Non-profit pool in the community where the proposed development is located.

- IRS Determination Letter
- Articles of Incorporation and by-laws
- Joint Venture Agreement  Check if not applicable
- Consultant's Contract  Check if not applicable
- Virginia Department of Agriculture and Consumer Services Form 102
- Non-profit's last 3 years of IRS Form 990
- Non-profit's most recent financial statements
- Other (please list)

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If you cannot provide any of the above, please provide a written explanation.

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

March 4, 2020  
Date

NFP Affordable Housing Corp.  
Non-profit  
By:   
Board Chairman  
By:   
Executive Director

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 03 2018

NFP AFFORDABLE HOUSING CORP  
4520 EAST WEST HIGHWAY STE 615  
BETHESDA, MD 20814

Employer Identification Number:  
82-2828480  
DLN:  
17053292312047  
Contact Person: MS. LEE ID# 31208  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
September 18, 2017  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

NFP AFFORDABLE HOUSING CORP

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

*Stephen A. Martin*

Director, Exempt Organizations  
Rulings and Agreements

# Delaware

Page 1

The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NFP AFFORDABLE HOUSING CORP.". FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2017, AT 9:54 O`CLOCK A.M.*

*A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.*



6547132 8100  
SR# 20176199206

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK". Below the signature is a horizontal line, and underneath the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203238904  
Date: 09-18-17

**AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
NFP AFFORDABLE HOUSING CORP.**

**(PURSUANT TO SECTIONS 242 AND 245 OF THE  
GENERAL CORPORATION LAW OF THE STATE OF DELAWARE)**

NFP Affordable Housing Corp. (the "Corporation") a nonstock corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"),

**DOES HEREBY CERTIFY:**

1. That the name of the Corporation is NFP Affordable Housing Corp. and that the Corporation was originally incorporated pursuant to the General Corporation Law on September 18, 2017 under the name NFP Affordable Housing Corp.

2. That the Certificate of Incorporation of the Corporation be amended and restated in its entirety as follows:

**FIRST:** The name of the Corporation is NFP Affordable Housing Corp. (the "Corporation").

**SECOND:** The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

**THIRD:** The Corporation is organized and shall be operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code") which shall include, among other purposes, the fostering of low-income housing. Notwithstanding any other provisions of this Amended and Restated Certificate of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code.

In furtherance thereof, the Corporation may receive property by gift, devise or bequest, invest or reinvest the same, and apply the income and principal thereof, as the Board of Directors may from time to time determine, either directly or through contributions to any charitable organization or organizations, exclusively for charitable purposes, and engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "General Corporation Law").

In furtherance of its corporate purposes, the Corporation shall have all the general powers enumerated in Sections 121 and 122 of the General Corporation Law as now in effect or as may

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:41 PM 01/24/2020  
FILED 04:41 PM 01/24/2020  
SR 20200546589 - File Number 6547132

hereafter be amended, together with the power to solicit grants and contributions for such purposes.

**FOURTH:** The Corporation shall not have authority to issue capital stock.

**FIFTH:** Except as otherwise provided by law, or in any By-law of the Corporation, the business of the Corporation shall be managed and all of the powers of the Corporation shall be exercised by the Board of Directors of the Corporation.

**SIXTH:** The duration of the existence of the Corporation is perpetual.

**SEVENTH:** No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any director or officer of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise permitted Section 501(h) of the Code and in any corresponding laws of the State of Delaware), and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements concerning) any political campaign on behalf of (or in opposition to) any candidate for public office.

Notwithstanding any other provision of this Amended and Restate Certificate of Incorporation, the Corporation shall not directly or indirectly carry on any activity which would prevent it from obtaining exemption from Federal income taxation as a corporation described in Section 501(c)(3) of the Code, or cause it to lose such exempt status, or carry on any activity not permitted to be carried on by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

**EIGHTH:** In the event of the dissolution or final liquidation of the Corporation, all of the remaining assets and property of the Corporation shall, after paying or making provision for the payment of all of the liabilities and obligations of the Corporation and for necessary expenses thereof, be distributed to such organization or organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c)(3) of the Code as the Board of Directors shall determine. In no event shall any of the assets or property be distributed to any director or officer, or any private individual.

**NINTH:** To the fullest extent permitted by the General Corporation Law, as now in effect or as may hereafter be amended, no director or officer of the Corporation shall be personally liable to the Corporation for monetary damages for any breach of fiduciary duty as a director or officer; provided, however, such relief from liability shall not apply in any instance where such relief is inconsistent with any provision of the Code applicable to corporations described in Section 501(c)(3) of the Code.



\* \* \*

3. That this Amended and Restated Certificate of Incorporation restates and amends the provisions of the Corporation's Certificate of Incorporation and has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation on this 18th day of January, 2020.

**NFP AFFORDABLE HOUSING CORP.**

By: 

Name: Richard H. Edson

Title: President and Executive Director

**AMENDED AND RESTATED BYLAWS**

**NFP AFFORDABLE HOUSING CORP.**

Effective: November 1, 2018

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**NFP AFFORDABLE HOUSING CORP.**  
(formed under the Delaware General Corporation Law)

**ARTICLE I**  
**OFFICES**

**Section 1.01 Location.** The principal office of the Corporation shall be located within or without the State of Delaware, at such place as the Board of Directors shall from time to time designate. The Corporation may maintain additional offices at such other places as the Board of Directors may designate. The Corporation shall have and maintain within the State of Delaware a registered office at such place as may be designated by the Board of Directors.

**ARTICLE II**  
**PURPOSE**

The Corporation is organized for the purpose of fostering of low income housing, including without limitation, for such purpose, the making of contributions to organizations which qualify as exempt organization under §501(c)(3) or 501(c)(4) of the Code, or the corresponding Section of any future United States Internal Revenue Law.

In furtherance of its corporate purposes specified in Article II above, the Corporation is empowered:

- (a) to enter into, execute, perform, and carry out agreements or contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of these purposes of the Corporation;
- (b) to acquire ownership interests in limited liability companies, partnerships, corporations or other organizations established to perform similar purposes, and any rights therein or appurtenant thereto;
- (c) to borrow money, and to issue evidence of indebtedness, and to secure the same by mortgage, deed of trust, pledge, or other lien, in furtherance of any or all of the objects of its business in connection with the Corporation's activities;
- (d) to acquire or receive from any individual, firm, association, corporation, trust, foundation or any governmental subdivision, unit or agency, by deed, gift, purchase, bequest, devise, appointment or otherwise, cash, securities and other property, tangible or intangible, real or personal, and to hold, administer, manage, invest, reinvest, and disburse the principal and income therefore solely for the purposes hereof;
- (e) To receive and maintain a fund or funds, to invest or reinvest such fund or funds and to apply the income and principal of any funds received to promote the goals and purposes set out herein;

(f) To own, hold, use, lease and otherwise deal in and dispose of any real or personal property, or any interest therein; and

(g) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, to carry out any of the purposes of the Corporation, as set forth in this Article II.

Provided however:

(a) All programs/properties to be sponsored, developed, and/or managed by the Corporation in furtherance of the above stated objectives shall be operated for the benefit of low income families and individuals, consistent with the manner and purpose of meeting the needs of low income and very low income members of the community; and

(b) In any and all of its activities, the Corporation shall not pursue a policy with respect to applicants, members, staff, tenants or others related to such programs, that discriminates in any way on the basis of race, religion, color, sex, sexual orientation, family status or national origin.

### **ARTICLE III MEMBERS AND BOARD OF DIRECTORS**

**Section 3.01 Members Authorized.** The members of the Corporation are the members of the Board of Directors; therefore, an act of the Board of Directors is also action of the members of the Corporation.

**Section 3.02 Power of Board and Qualification of Directors.** The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. Directors shall be at least eighteen (18) years of age and shall be comprised of individuals with experience or interest in the provision of affordable housing and related support services to low-income individuals and families across the United States.

**Section 3.03 Number and Term of Office.**

(a) The number of directors constituting the entire Board of Directors shall be not less than one (1), the number to be determined from time to time by action of the Board of Directors, provided that no decrease in the number of directors shall shorten the term of any incumbent director. As used in this Article, "entire Board of Directors" means the total number of directors entitled to vote which the Corporation would have if there were no vacancies.

(b) At each annual meeting of the Corporation, directors shall be elected by the Board or Directors, to hold office for one year and until their successors have been elected and qualified.

**Section 3.04 Vacancies and Newly-Created Directorships.** Vacancies and newly-created directorships resulting from any increase in the authorized number of directors shall be filled by the Board. A director elected to fill a vacancy shall hold office until the next annual meeting and until his successor is elected and qualified.

**Section 3.05 Removal of Directors.** Any one or more of the directors may be removed with cause at any time by majority vote of the entire Board of Directors.

**Section 3.06 Resignations.** Any director may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective.

**Section 3.07 Quorum.** Unless a greater proportion is required by law or by the Certificate of Incorporation, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business.

**Section 3.08 Voting by Board of Directors** Except as otherwise provided by law or by the Certificate of Incorporation or these Bylaws, the vote of a majority of the Directors present at the meeting at which a quorum is present shall be the act of the Board.

(b) Each director shall have one vote. Directors shall not vote by proxy.

(c) The following actions (in addition to those otherwise provided in these By-laws) require approval by majority vote of the entire Board of Directors:

(i) approval of any amendments to the Certificate of Incorporation;

(ii) approval of a merger or consolidation of the Corporation;

(iii) approval of the dissolution of the Corporation; and

(iv) approval of any sale, lease, mortgage, exchange or other disposition of all or substantially all of the Corporation's assets (including real property).

**Section 3.08 Annual Meeting of the Board.** An annual meeting of the Board of Directors shall be held in the month of March of each calendar year without notice at such time and place as shall be fixed by resolution of the Board of Directors, for the purpose of organization and for the transaction of such other business as may properly come before the meeting.

**Section 3.09 Regular Meetings of the Board.** Regular meetings of the Board may be held without notice at such times as may be fixed from time to time by resolution of the Board of Directors.

**Section 3.10 Special Meetings of the Board.** Special meetings of the Board may be held at any time whenever called by the Chair, if any, or any one (1) director upon written request to the Secretary. Notice of a Special meeting shall be given orally, by fax, by e-mail or by mail and shall state the purposes, time and place of the meeting. Only business specifically set forth in the notice shall be conducted at the special meeting. If notice is given orally, in person or by telephone, it shall be given not less than one (1) day before the meeting; if it is given by fax, by e-mail or by mail, it shall be given not less than five (5) days before the meeting. If notice is sent by fax or e-mail, notice is given when directed to the individual's fax number or e-mail address

provided by the individual to the Corporation; provided, that notice shall not be deemed delivered if: (a) the Corporation is unable to deliver two (2) consecutive notices to the individual by e-mail or fax; or (b) the Corporation otherwise becomes aware that notice cannot be delivered to the individual by e-mail or fax.

**Section 3.11 Informal Action by Directors; Meetings by Conference Telephone.** Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any one or more members of the Board may participate in a meeting of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting.

**Section 3.12 Compensation of Directors.** The Corporation may pay no compensation to directors for services rendered as directors.

#### **ARTICLE IV COMMITTEES**

**Section 4.01 General Provisions.** The Board of Directors may, by resolution passed, designate one or more committees, each committee to consist of one or more directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the Board of Directors may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such Committee shall have the power or authority in reference to the following: amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending a dissolution of the Corporation or a revocation of dissolution, or adopting, amending or repealing any Bylaws of the Corporation.

**Section 4.02 Committee Rules.** Unless the Board of Directors otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of a contrary provision by the Board of Directors or in rules adopted by such committee, a majority of the entire authorized number of members of each committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee,

and each committee shall otherwise conduct its business in the same manner as the Board of Directors conducts its business under Article III of these Bylaws.

Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of such committee may be taken without a meeting if all members of such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the committee shall be filed with the minutes of proceedings of such committee.

Any one or more members of such committee may participate in a meeting of the committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at the meeting.

**Section 4.03 Service of Committees.** Each committee of the Board of Directors shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not alone relieve any director of his duty under law to the Corporation.

**Section 4.04 Records.** Minutes shall be kept of each meeting of each committee. Copies of the minutes of each such meeting shall be filed with the corporate records.

## **ARTICLE V OFFICERS, AGENTS AND EMPLOYEES**

**Section 5.01 Officers.** The Board of Directors shall elect or appoint such officers with such titles and duties as shall be determined by the Board of Directors which is not inconsistent with these Bylaws. Officers need not be members of the Board of Directors. Any two or more offices may be held by the same person.

**Section 5.02 Term of Office, Vacancies and Removal.** Each officer shall hold office for the term for which he is elected or appointed and until his successor is elected or appointed and qualified or until his earlier resignation or removal. All officers shall be elected or appointed at the annual meeting of the Corporation. Vacancies resulting from any resignation or removal may be filled by the Board of Directors. An officer appointed or elected to fill a vacancy shall hold office for the unexpired term of his predecessor in office, and until his successor is elected and qualified. Any officer may be removed by majority vote of the entire Board of Directors for cause; provided, however, that such removal shall be subject to any contractual agreements such officer may have with the Corporation.

**Section 5.03 Resignation.** Any officer may resign at any time by giving written notice to the Corporation. Unless otherwise specified in a written notice, the resignation shall be effective upon delivery to the Corporation.

**Section 5.04 Powers and Duties of Officers.** Subject to the control of the Board of Directors, all officers as between themselves and the Corporation shall have such authority and

perform such duties in the management of the Corporation as may be provided by the Board and, to the extent not so provided, as generally pertain to their respective offices.

(a) **Chair or Executive Director.** The Chair shall also be known as the Executive Director, and shall preside at all meetings and of the Board of Directors at which the Chair (a/k/a Executive Director) is present. The Chair shall also perform such other duties as may be assigned from time to time by the Board, and absent specific assignment shall be the principal executive officer of the Corporation. The Executive Director (a/k/a Chair) shall be authorized to sign checks, drafts, and other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation subject to such limitations as may be imposed by resolution of the Board of Directors, and statements and reports required to be filed with state or federal officials or agencies; and he or she shall be authorized to enter into any contract or agreement and to execute in the corporate name, along with the Secretary, any instrument or other writing; and he or she shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall have the right to supervise and direct the management and operation of the Corporation and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Corporation shall be under his or her supervision and control during such interim.

(b) **Secretary.** The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Corporation, if any; and he shall have authority to affix the same to any instrument requiring it; and, when so affixed, it may be attested by his signature. The Board of Directors may give general authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by his signature.

(c) **Treasurer.** The Treasurer shall have the custody of, and be responsible for, all funds and securities of the Corporation. He shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall deposit all moneys and other valuable property of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. Whenever required by the Board of Directors, the Treasurer shall render a statement of accounts. He shall at all reasonable times exhibit the books and accounts to any officer or director of the Corporation, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board of Directors. The Treasurer shall, if required by the Board of Directors, give such bond or security for the faithful performance of his duties as the Board of Directors may require, for which he shall be reimbursed.

**Section 5.05 Agents and Employees.** The Board of Directors may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such person's contract rights, if any, and the appointment of such person shall not itself create contract rights.



## **ARTICLE VI INDEMNIFICATION AND INSURANCE**

**Section 6.01 Authorized Indemnification.** Unless clearly prohibited by law or Section 6.02 of this Article, the Corporation shall indemnify any person (“Indemnified Person”) made, or threatened to be made, a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by or in the right of the Corporation, by reason of the fact that he or she (or his or her testator or intestate), whether before or after adoption of this Section, (a) is or was a Director or officer of the Corporation, or (b) in addition is serving or served, in any capacity, at the request of the Corporation, as a Director or officer of any other Corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Corporation shall have consented to such settlement) and reasonable expenses, including attorneys’ fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding, and any appeal thereof.

**Section 6.02 Prohibited Indemnification.** The Corporation shall not indemnify any person if a judgment or other final adjudication adverse to the Indemnified Person (or to the person whose actions are the basis for the action or proceeding) establishes, or the Board of Directors in good faith determines, that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

**Section 6.03 Advancement of Expenses.** The Corporation shall, on request of any Indemnified Person who is or may be entitled to be indemnified by the Corporation, pay or promptly reimburse the Indemnified Person’s reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a binding, written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that he or she is not entitled to be indemnified under the law or Section 6.02 of this Article. An Indemnified Person shall cooperate in good faith with any request by the Corporation that common legal counsel be used by the parties to such action or proceeding who are similarly situated unless it would be inappropriate to do so because of actual or potential conflicts between the interests of the parties.

**Section 6.04 Indemnification of Others.** Unless clearly prohibited by law or Section 6.02 of this Article, the Board of Directors may approve Corporation indemnification as set forth in Section 6.01 of this Article or advancement of expenses as set forth in Section 6.03 of this Article, to a person (or the testator or intestate of a person) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

**Section 6.05 Proceedings Initiated by Indemnified Person.** Notwithstanding any other provision in this Article, the Corporation shall not indemnify or advance expenses to an Indemnified Person for any liability or costs incurred in a proceeding or claim initiated or brought voluntarily by an Indemnified Person and not by way of defense (such as by counterclaim, cross-claim or third-party claim) or participated in as an intervenor or amicus curiae by the person seeking indemnification, unless such indemnification or advancement of expenses is found to be appropriate and is approved by two-thirds (2/3) vote of the entire Board of Directors.

**Section 6.06 Determination of Indemnification.** Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court the Board of Directors shall, upon written request by the Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these By-laws. Before indemnification can occur the Board of Directors must explicitly find that such indemnification will not violate the provisions of Section 6.02 of this Article. No Director with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Directors is not obtainable, the Board of Directors shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these By-laws.

**Section 6.07 Binding Effect.** Any person entitled to indemnification under these By-laws has a legally enforceable right to indemnification which cannot be abridged by amendment of these By-laws with respect to any event, action or omission occurring prior to the date of such amendment.

**Section 6.08 Insurance.** The Corporation is not required to purchase Directors' and officers' liability insurance, but the Corporation may purchase such insurance if authorized and approved by the Board of Directors. To the extent permitted by law, such insurance may insure the Corporation for any obligation it incurs as a result of this Article or operation of law and it may insure directly the Directors, officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Article as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

**Section 6.09 Nonexclusive Rights.** The provisions of this Article shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board of Directors is authorized to enter into agreements on behalf of the Corporation with any Director, officer, employee or volunteer providing them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Article, subject in all cases to the limitations of Section 6.02 of this Article.

## **ARTICLE VII CONFLICTS OF INTEREST**

**Section 7.01 Definition of Conflicts of Interest.** A conflict of interest will be deemed to exist whenever an individual is in the position to approve or influence Corporation policies or actions which involve or could ultimately harm or benefit financially: (a) the individual; (b) any Family Member; (c) any corporation in which he or a Family Member is a director, trustee, officer, or owns (directly or indirectly) more than 35% of the total (combined) voting power; (d) any trust or estate in which he or a Family Member owns (indirectly or indirectly) more than 35% of the beneficial interest; or (e) any partnership or personal service corporation in which he or a Family Member owns (directly or indirectly) more than 5% of the profits interest. Service on the board of another not-for-profit corporation does not constitute a conflict of interest. "Family Member" includes: spouse; domestic partner; ancestors; brothers and sisters (whether whole or half-blood); children (whether natural or adopted); grandchildren; great-grandchildren; and spouses or domestic partners of brothers, sisters, children, grandchildren, and great-grandchildren.

**Section 7.02 Disclosure of Conflicts of Interest.** A Director or officer shall disclose a conflict of interest: (a) prior to voting on or otherwise discharging his duties with respect to any matter involving the conflict which comes before the Board or any committee; (b) prior to entering into any contract or transaction involving the conflict; (c) as soon as possible after the Director or officer learns of the conflict; and (d) on the annual conflict of interest disclosure form.

The Secretary of the Corporation shall distribute annually to all Directors, officers and key employees (as identified by the Corporation), a form soliciting the disclosure of all conflicts of interest, including specific information concerning the terms of any contract or transaction with the Corporation and whether the process for approval set forth in this policy was used. Such disclosure form may require disclosure of other relationships that may not constitute an actual conflict of interest, but which are required to be disclosed in order for the Corporation to comply with its annual reporting requirements.

**Section 7.03 Approval of Contracts and Transactions Involving Potential Conflicts of Interest.** A Director or officer who has or learns about a potential conflict of interest should disclose promptly to the Secretary of the Corporation the material facts surrounding any potential conflict of interest, including specific information concerning the terms of any contract or transaction with the Corporation. All effort should be made to disclose any such contract or transaction and have it approved by the Board before the arrangement is entered into.

Following receipt of information concerning a contract or transaction involving a potential conflict of interest, the Board shall consider the material facts concerning the proposed contract or transaction, including the process by which the decision was made to recommend entering into the arrangement on the terms proposed. The Board shall approve only those contracts or transactions in which the terms are fair and reasonable to the Corporation and the arrangements are consistent with the best interests of the Corporation. Fairness includes, but is not limited to, the concepts that the Corporation should pay no more than fair market value for any goods or services which the

Corporation receives and that the Corporation should receive fair market value consideration for any goods or services that it furnishes others. The Board shall set forth the basis for its decision with respect to approval of contracts or transactions involving conflicts of interest in the minutes of the meeting at which the decision is made, including the basis for determining that the consideration to be paid is fair to the Corporation.

**Section 7.04 Validity of Actions.** No contract or other transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, firm, association or other entity in which one or more of its Directors or officers are directors or officers, or have a substantial financial interest, shall be either void or voidable for this reason alone or by reason alone that such Director or Directors or officer or officers are present at the meeting of the Board of Directors, or of a committee thereof, which authorizes such contract or transaction, or that his or their votes are counted for such purpose, if the material facts as to such Director's or officer's interest in such contract or transaction and as to any such common directorship, officership or financial interest are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested Director or officers. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee which authorizes such contract or transaction. At the time of the discussion and decision concerning the authorization of such contract or transaction, the interested Director or officer should not be present at the meeting.

**Section 7.05 Employee Conflicts of Interest.** An employee of the Corporation with a potential conflict of interest in a particular matter shall promptly and fully disclose the potential conflict to his supervisor. The employee shall thereafter refrain from participating in deliberations and discussion, as well as any decisions, relating to the matter and follow the direction of the supervisor as to how the Corporation decisions which are the subject of the conflict will be determined. The Chair shall be responsible for determining the proper way for the Corporation to handle Corporation decisions which involve unresolved employee conflicts of interest. In making such determinations, the Chair may consult with legal counsel.

The Chair shall report to the Board at least annually concerning employee conflicts of interest which have been disclosed and contracts and transactions involving employee conflicts which the Chair has approved.

## **ARTICLE VIII COMPENSATION**

**Section 8.01 Reasonable Compensation.** It is the policy of the Corporation to pay no more than reasonable compensation for personal services rendered to the Corporation by officers and employees. The Directors of the Corporation shall not receive compensation for fulfilling their duties as Directors, although Directors may be reimbursed for actual out-of-pocket expenses which they incur in order to fulfill their duties as Directors. Expenses of spouses will not be reimbursed by the Corporation unless the expenses are necessary to achieve a Corporation purpose.

**Section 8.02 Approval of Compensation.** The Board of Directors must approve in advance the amount of all compensation for officers of the Corporation.

Before approving the compensation of an officer, the Board shall determine that the total compensation to be provided by the Corporation to the officer is reasonable in amount in light of the position, responsibility and qualification of the officer for the position held, including the result of an evaluation of the officer's prior performance for the Corporation, if applicable. In making the determination, the Board shall consider total compensation to include the salary and the value of all benefits provided by the Corporation to the individual in payment for services. At the time of the discussion and decision concerning an officer's compensation, the officer should not be present in the meeting. The Board shall obtain and consider appropriate data concerning comparable compensation paid to similar officers in like circumstances.

The Board shall set forth the basis for its decisions with respect to compensation in the minutes of the meeting at which the decisions are made, including the conclusions of the evaluation and the basis for determining that the individual's compensation was reasonable in light of the evaluation and the comparability data.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.01 Fiscal Year.** The fiscal year of the Corporation shall commence January 1 in each calendar year and end on December 31.

**Section 9.02 Corporate Seal.** The corporate seal shall be circular in form, shall have the name of the Corporation inscribed thereon and shall contain the words "Corporate Seal" and "Delaware" and the year the Corporation was formed in the center, or shall be in such form as may be approved from time to time by the Board of Directors.

**Section 9.03 Checks, Notes, Contracts.** The Board of Directors shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

**Section 9.04 Books and Records.** There shall be kept at the office of the Corporation: (1) correct and complete books and records of account; (2) minutes of the proceedings of the Board of Directors; (3) a current list of the Directors and officers of the Corporation and their residence addresses; (4) a copy of these By-laws; (5) a copy of the Corporation's application for recognition of exemption with the Internal Revenue Service; and (6) copies of the past three (3) years information returns and Forms 990-T, if any, filed with the Internal Revenue Service. Any of the books, minutes and records of the Corporation may be in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 9.05 Loans to Directors and Officers.** No loans other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, shall be made by the Corporation to its directors or

officers, or to any other corporation, firm, association or other entity in which one or more of its directors or officers are directors or officers or hold a substantial financial interest, either directly or indirectly, except loans made to another corporation defined as a nonstock corporation under Delaware General Corporation Law.

## **ARTICLE X AMENDMENTS**

**Section 10.01 Amendments.** Bylaws of the Corporation may be amended or repealed by the Board of Directors.



## COMMONWEALTH of VIRGINIA

Sandra J. Adams  
Commissioner

Department of Agriculture and Consumer Services

Division of Consumer Protection  
Office of Charitable and Regulatory Programs

January 7, 2019

Enotify to: redson@hcadc.com; From: Ingrid.Quinones-Velez@vdacs.virginia.gov; Sent: Mon 01/07/19 10:33 am

Mr. Richard Edson  
Director/ Chair  
NFP Affordable Housing Corp.  
4520 East West Highway  
Ste. 615  
Bethesda, MD 20814

Dear Mr. Edson:

This confirms receipt of your completed Form 102, "Virginia Registration Statement for a Charitable Organization," under Section 57-49 of the Virginia Solicitation of Contributions Law (Law), and your registration fee in the amount of \$100.

We have reviewed your completed Form 102 and accompanying materials and found your organization to be in compliance with the registration requirements of section 57-49 of the Law. Your organization is registered through May 15, 2019.

The issuance of this registration does not constitute an endorsement by the Commonwealth of Virginia, or by any of its departments, offices or employees, of the purpose or person conducting charitable solicitations.

It is your responsibility to advise potential donors, in a written statement on your solicitation materials, that a financial statement is available upon written request from the Office of Charitable and Regulatory Programs.

If we can be of further assistance, please do not hesitate to contact us at 804-786-1343, Option 1.

Sincerely,  
Ingrid Quinones-Velez  
Registrations Analyst



# COMMONWEALTH of VIRGINIA

Jewel H. Bronaugh, Ph.D.  
Commissioner

Department of Agriculture and Consumer Services

Division of Consumer Protection  
Office of Charitable and Regulatory Programs

December 9, 2019

Enotify to: redson@hcadc.com; From: hoyt.timmons@vdacs.virginia.gov; Sent: Mon 12/09/19 02:51 pm

Mr. Richard H. Edson  
President  
NFP Affordable Housing Corp.  
4405 East West Highway  
Suite 309  
Bethesda, MD 20814

Dear Mr. Edson:

This letter serves to confirm receipt of the registration documents your organization filed with the Office of Charitable and Regulatory Programs as required by the Virginia Solicitation of Contributions Law, Virginia Code (Code) Section 57-48 et seq. Your registration package will be reviewed in the order in which it was received.

Please note once received it can take up to 175 days prior to review. Your organization is considered in "Good Standing" as soon as the registration is received. Your registration approval will be "Pending" when received until approval. Please allow for mail processing and intake time before checking status online. An analyst will reach out via physical letter and email should they have follow up requests once they have reviewed your application. Please check online for receipt of registration, please do not call or email for status updates. You can check to make sure your registration has been received, reviewed or approved as well as check future due date once approved, online here: [http://cos.va-vdacs.com/cgi-bin/char\\_search.cgi](http://cos.va-vdacs.com/cgi-bin/char_search.cgi)

Section 57-61.1(A) of the Code states that "Registrations by charitable organizations, professional solicitors, and professional fund-raising counsel are effective, if complete, upon receipt by the Commissioner. Incomplete registration forms and registration forms lacking required accompanying documents are not effective until completed or until the required accompanying documents are received by the Commissioner. No person shall be considered registered under this chapter for any purpose until his registration is complete." The Rules Governing the Solicitation of Contributions, Virginia Administrative Code Title 2, Chapter 5-610, stipulate that the registration package is considered received on the date of the U.S. Postal Service postmark, or on the date the package is picked up by a commercial delivery service, provided that the package is actually received by our office after mailing.

If you have any questions, please do not hesitate to contact our office at 804-786-1343, Option 1.

Office of Charitable & Regulatory Programs  
Charitable Programs

P.O. Box 1163, Richmond, Virginia 23218

804/786-1343 • Fax: 804/225-2666 • TDD: 800/828-1120 • [www.vdacs.virginia.gov](http://www.vdacs.virginia.gov) • Equal Opportunity Employer



Department of the Treasury  
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ \*

2019

Open to Public Inspection

A For the 2019 Calendar year, or tax year beginning 2019-01-01 and ending 2019-12-31

B Check if available

- Terminated for Business
- Gross receipts are normally \$50,000 or less

C Name of Organization: NFP AFFORDABLE HOUSING CORP

4405 East West Hwy Ste 309,  
Bethesda, MD, US, 20814

D Employee Identification

Number 82-2828480

E Website:

F Name of Principal Officer: Richard H Edson

4405 East West Hwy Ste 309,  
Bethesda, MD, US, 20814

**Privacy Act and Paperwork Reduction Act Notice:** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

**Note:** This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Form 990-N

Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury  
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2018

Open to Public Inspection

A For the 2018 Calendar year, or tax year beginning 2018-01-01 and ending 2018-12-31

B Check if available

- Terminated for Business  
 Gross receipts are normally \$50,000 or less

C Name of Organization: NFP AFFORDABLE HOUSING CORP  
4405 East West Hwy Ste 309  
Bethesda, MD, US, 20814

D Employee Identification  
Number 82-2928480

E Website:

F Name of Principal Officer: Rick Edson  
4405 East West Hwy Ste 309  
Bethesda, MD, US, 20814

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

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Form 990-N

Electronic Notice (e-Postcard)

OMB No. 1545-2085

Department of the Treasury  
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-E \*

2017

Open to Public Inspection

A For the 2017 Calendar year, or tax year beginning **2017-01-01** and ending **2017-12-31**

B Check if available

- Terminated for Business
- Gross receipts are normally \$50,000 or less

C Name of Organization: **NFP AFFORDABLE HOUSING CORP**  
**4620 East West Hwy Ste 615**  
**Bethesda, MD, US, 20814**

D Employee Identification  
Number **82-2828480**

E Website:

F Name of Principal Officer: **Richard H Etnod**  
**4620 East West Hwy Ste 615**  
**Bethesda, MD, US, 20814**

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

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Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Information Copy  
Do Not send to IRS

**NFP Affordable Housing Corp.**

Consolidated Balance Sheet

December 31, 2019

## ASSETS

**Current Assets**

Cash - Operating		3,300
Cash - Money Market		-
Advances to Projects		-
Other current assets		-
<b>Total Current Assets</b>		<b>3,300</b>

**Other Assets**

Notes Receivable		-
Development Fees Receivable		-
Other		-
Other		-
<b>Total Other Assets</b>		<b>-</b>
<b>TOTAL Assets</b>		<b>3,300</b>

## LIABILITIES AND EQUITY

**Current Liabilities**

Accounts payable		-
Interest payable		-
Taxes payable		-
Notes, short-term ( <i>due within 12 months</i> )		-
Current part, long-term debt		-
Other current liabilities		-
<b>Total Current Liabilities</b>		<b>-</b>

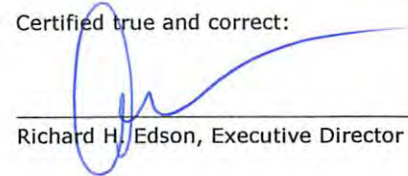
**Long-Term Debt**

Bank loans payable		-
Notes payable		-
Other long-term debt		-
<b>Total Long-Term Debt</b>		<b>-</b>
<b>Total Liabilities</b>		<b>-</b>

**Equity**

Contributions Received		3,500
Retained earnings		(200)
<b>Total Equity</b>		<b>3,300</b>
<b>Total Liabilities and Equity</b>		<b>3,300</b>

Certified true and correct:

  
Richard H. Edson, Executive Director

J

# Relocation Plan

(MANDATORY, if tenants are displaced)

# **Relocation Plan Mecklenburg Manor**

## **A. PURPOSE**

This document is the South Hill Partners, LLC (“Owner”) and Gateway Management Services, LLC (“Gateway”) Relocation Plan for Mecklenburg Manor, a 51-unit affordable housing complex located in South Hill, Virginia. This document was prepared to inform Residents who will be temporarily or permanently relocated by the Mecklenburg Manor renovation and to guide staff working with the Residents who will be temporarily relocated on relocation policies and procedures.

Owner: South Hill Partners, LLC  
Contact: Lester Severe, Managing Member  
320-C Fortune Drive, Suite 202  
Potomac, MD 20854

Management Company: Gateway Management Services, LLC  
Contact: Mike Severe, Regional Manager  
320-C Fortune Drive, Suite 202  
Potomac, MD 20854

## **B. PROJECT OVERVIEW AND SCOPE**

Owner intends to use Low Income Housing Tax Credits (LIHTC) and a construction loan and a mortgage loan to be determined, to acquire Mecklenburg Manor, which consists of 51 units.

Owner plans to renovate the apartments in phases which will likely overlap one another to some degree and require coordination by the general contractor, sub-contractors and staff overseeing the renovation. Renovations are planned to commence upon closing on the acquisition and the financing. Renovation of all units is expected to be completed by the end of December 2021. These estimated start and completion dates may change depending on when the acquisition and financing closings occur. Owner plans to renovate 51 units and renovate and expand the project offices. Six apartments (two one-bedroom, two two-bedroom, and two three-bedroom units) will be reconfigured to comply with the Section 504 of the Rehabilitation Act/Americans with Disabilities regulations (Accessible Units).

Following the completion of construction, 51 units will be LIHTC units and will be occupied by households with incomes equal to or less than 60% of area median gross income (AMGI), as adjusted for family size, in accordance with the LIHTC and USDA-RD programs.

As a result of the renovation to be conducted at the property, some Residents of Mecklenburg Manor may be temporarily or permanently relocated. It is possible, but unlikely, that Residents, if any, residing in the six units that will be accessible units, will need to be temporarily relocated or permanently relocated to another unit within Mecklenburg Manor, although it is anticipated that all six units will be vacant by the time the renovation begins. All other units are expected to be renovated without the need to relocate Residents. Residents that will be temporarily or permanently relocated are entitled to assistance under this Relocation Plan, with the exception of those households that have moved (or move) pursuant to a Notice to Quit and/or were (are) legally evicted or under an eviction process.

This Relocation Plan outlines the supportive services, counseling and relocation assistance offered to temporarily and permanently relocated Residents and the estimated timetables for relocation. All lease-compliant Residents that will be temporarily or permanently relocated will be counseled and provided relocation assistance in accordance with this Relocation Plan. Households which move prematurely (i.e. before the scheduled dates for relocation) may not have an opportunity to receive comprehensive relocation counseling offered under this Relocation Plan. This Relocation Plan is intended to meet the federal and state requirements relating to relocation (including, the VHDA Relocation Assistance Guidelines (copy attached)).

Residents must meet all applicable certification requirements. All relocation housing will be decent, safe, and sanitary and will comply with all applicable requirements.

Final determination of which six units will be converted to accessible units will be made when construction plans are finalized and may change during construction.

### **C. PLANNED MEASURES TO MINIMIZE CONSTRUCTION IMPACT**

With respect to units that will be remodeled with tenants in place, the following measures will be taken to minimize impact on the tenants: Tenants will be given advance notice of the day and type of work to be performed in their unit on a particular day. Work in units will begin no earlier than 8:00 am and end no later than 5:00 pm (unless there are extenuating circumstances). All work in a particular unit will be completed such that the tenant will have use of the unit by the end of each day. For example, when windows are replaced, each window that is removed will be re-installed or replaced on the same day that it is removed.

### **D. RELOCATION SCHEDULE**

If relocation is necessary, and it is anticipated that relocation of tenants will not be necessary, then no resident will be required to relocate until after they have received the proper notices as outlined in this Relocation Plan. However, Residents will have the opportunity to relocate earlier than the dates provided in the notices outlined in this Relocation Plan on a voluntary basis.

## **E. REGULATORY AUTHORITY**

### **Virginia Housing Development Agency Relocation Assistance Guidelines**

The policies and procedures regarding relocation in this Relocation Plan will be performed in compliance with Section 55-222 of the Code of Virginia and the VHDA “Relocation Assistance Guidelines” for Low Income Housing Tax Credits (please see the attached copy of these guidelines). This Relocation Plan follows these guidelines specifically regarding (1) relocation payments, (2) relocation assistance, (3) the 120-day notice to vacate period and (4) the full communication of renovation and temporary relocation plans to all existing tenants that will be temporarily relocated by the renovation. Pursuant to VHDA guidelines, a Relocation Plan has been submitted to the Virginia Housing Development Authority, Multi-Family Development Division, to the attention of the Tax Credit Program Administrator.

## **F. MOVING COST REIMBURSEMENT**

The moving cost reimbursement to the Resident is limited to \$100.00 if either of the following applies:

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

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

1. Based on the Federal Highway Administration's Fixed Residential Moving Cost Schedule (see Virginia)
2. Based on Resident's actual reasonable moving and related expenses

The Fixed Residential Moving Cost Schedule includes moving costs and utility connection expenses and is based on the number of rooms of furniture, not the number of bedrooms per unit.

Resident's actual reasonable moving and related expenses are defined as

- i. The lower of two bids or estimates prepared by a commercial mover; or
- ii. Receipted bills for labor and equipment

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

Each Resident that needs to be temporarily or permanently relocated in which case the moving cost reimbursement amount to each such Resident will be limited to \$100 as set forth above.

## **G. ADVISORY SERVICES (PERMANENT RELOCATION)**

If a Resident cannot return to Resident’s original unit, then the Resident is considered “displaced” and the relocation is considered a “permanent relocation.” It is anticipated that all



Residents that need to be permanently relocated will be relocated to another unit within Mecklenburg Manor. If a Resident is displaced, then Gateway will provide the Resident with Advisory Services in addition to Moving Cost Reimbursement. Advisory Services include:

- Providing information about units available within the development
- Providing tenants with written information
- Providing appropriate translation and counseling for tenants who are unable to read and understand notices
- Communicating the name and telephone number of a contact person who can answer questions or provide other needed help
- Providing transportation for tenants needing to look at other housing, especially those who are elderly
- Giving special consideration for the needs of families with school age children
- Extending regular business hours, including evenings and weekends, so that tenants won't have to miss work
- Relocation counseling and assistance completing the necessary claim forms.

## **H. TEMPORARY RELOCATION**

A Resident who is temporarily relocated is not “displaced if the Resident can return to the original unit (e.g. the unit occupied by the Resident). A Resident that is temporarily relocated is not eligible for Advisory Services as noted above; however, Gateway:

1. Guarantees that the Resident can return to Resident's same unit
2. Pays the Resident's moving costs to and from the temporary location (two moves) in accordance with the Moving Cost Reimbursement provision above

A temporarily relocated Resident may agree in writing to permanently relocate to (a) the unit which has been designated their temporary unit, if the Resident agrees to permanently relocate to the temporary unit, in which case the Resident will only be entitled to Moving Cost Reimbursement for the one move; or (b) another newly renovated unit, in which case the Resident will be entitled to Moving Cost Reimbursement for the two moves. Such written agreement will be kept by Gateway in the Resident file.

Gateway will contact any Resident who has been temporarily relocated for longer than one year and provide Advisory Services to that Resident in addition to the Moving Cost Reimbursement.

## **I. RELOCATION PROCEDURE**

Duties and Responsibilities of Mecklenburg Manor Residents

*The Resident shall:*

- Read the General Information Notice.
- Read, sign and return to Gateway a copy of the signed Notice of Eligibility.

- Move upon notice during the specific time period, irrespective of any pending grievance related to relocation or continuing occupancy. However, Resident rights to a grievance will not be waived by such a move provided the grievance is filed prior to the move.
- Pack all belongings and prepare furniture and appliances for moving (**everything but furniture must be packed in boxes, taped and the top of the boxes must be flat**).
- Arrange with utility companies to have services transferred to the new dwelling, and to cover all associated arrearage as may be required.
- Prepare, disconnect and/or dismount all applicable appliances for moving. If a Resident household qualifies as elderly or disabled, and requests assistance in writing from Gateway within 14 days of receiving its 30-day notice, Gateway will provide the necessary moving assistance.
- Notify the US Postal Service, schools, other appropriate government agencies (Social Security, etc.), individuals, and companies of the change in address.
- Be ready to move all belongings on the specified date, and to be home and ready when the movers arrive.

### **Gateway Staff**

*The Regional Manager and Property Manager as necessary shall:*

- Plan moves and consider resident needs
- Secure safe, sanitary and descent apartments for all residents.
- Schedule moves/move-ins
- Schedule residents with mover according to schedule established. Obtain insurance on all stored belongings.
- Monitor, coordinate, document and maintain records of all relocation activity for Mecklenburg Manor according to applicable regulations.
- Ensure that copies of Notices are signed by leaseholders, returned to Gateway and properly filed.
- Review and approve all requests for reimbursement of relocation expenses or allowable relocation payments, according to the Relocation Plan.
- Ensure that all households considered for relocation receive a General Information Notice and a copy of the Relocation Plan at the beginning of the planning process for the renovation project.

- Ensure that all households receive a written Notice of Eligibility for Relocation Assistance at least 120 days in advance of the deadline for being relocated, which outlines the assistance to which they are entitled.
- Ensure that a member of the Gateway staff with relocation, and community and supportive services responsibilities meets with each household at least 30 days prior to the relocation deadline to discuss the relocation details and the household's needs.

*The Property Manager and Maintenance Staff shall:*

- Assure that all vacated units are cleaned out and secured immediately.
- Provide moving assistance for the elderly and disabled when requested as reasonable accommodation.
- Ensure other units are turned over quickly to facilitate the relocation.
- Receive a scope of work and become familiar with the scope to better answer residents questions. The Property Manager will assist with on-going inspections of construction underway.
- Upon construction completion, Property Manager, architect, construction manager, VHDA staff, USDA-RD and other necessary personnel will perform an inspection and create a joint punch list.

*The Regional Manager shall:*

- Certify families that qualify for relocation assistance.
- Continue follow-up counseling through individual needs assessment.
- Initiate eviction proceedings for households that do not comply with the requirements of the Relocation Plan and related notices and instructions received in implementation of the plan.
- Determine eligibility using Verification Forms for the Low-Income Housing Tax Credit programs. Document total income of each household unless verification is on file that is less than three months old. Income from employment, military pay, social services, social security, pension, workers compensation, unemployment, child support, alimony/spousal support, self-employment and cash contribution.
- Work with all eligible Residents to get their receipts for utility hook-ups. All requests for reimbursement should be submitted within 45 days of the move. Residents should expect their check within 30 days.
- Receive a scope of work and become familiar with the scope to better answer residents'

questions.

## **J. APPEALS AND GRIEVANCES**

If a leaseholder or individual disagrees with the determination of Gateway concerning the relocation payment(s) or other relocation assistance for which the Resident is eligible, the Resident may file a written appeal with Gateway according to Gateway's Grievance Procedure. A household or individual may file an appeal with Gateway in which the leaseholder believes that Gateway has failed to:

- properly determine that the household or individual qualifies or will qualify (upon moving) as a temporarily relocated person who is eligible for relocation assistance
- properly determine the amounts of relocation payment(s) as required by this plan.

## **K. SPECIAL EVICTION POLICY**

In addition to the causes for eviction outlined in the current lease and/or rules with GATEWAY, a Resident's refusal to accept the reasonable offer of relocation housing made in accordance with this Relocation Plan will be determined to have caused a lease violation and may be the subject to an eviction action.

This eviction policy is necessary in order to ensure that Residents will comply with this Relocation Plan and thereby enable the renovation of Mecklenburg Manor to proceed. This eviction policy will only be enforced for violations pertaining to the relocation effort; all other lease and occupancy violations will be handled under GATEWAY's normal procedures. This policy should only be used as a last resort and every reasonable effort will be made to avoid eviction.

## **L. PROJECTED RENTS AND RENTAL POLICIES AFTER RENOVATION**

After the renovation, 51 units will be for households with income levels at or below 60% of AMI. Rent levels after the renovations will be as follows: 4 units at 51% AMI rents, 16 units at 50% AMI rents, and 20 units at 60% AMI rents. Twenty-four of the units will continue to be eligible for rental assistance under a HAP contract. All tenants will need to be timely re-certified and meet the income and rent restrictions applicable.

## **M. RECORDKEEPING**

Good record keeping is necessary to carry out a sound, thorough and comprehensive relocation program. Gateway shall keep records that comply with VHDA requirements and those necessary to insure that Residents that are temporarily or permanently relocated receive the services that are needed and required. This Relocation Plan will be located in plain sight in the office for Residents to review. All documentation related to relocation, including formal notices, bill receipts and canceled checks will be included in the applicable Resident's files.

## **APPENDIX**

1. Unit Delivery Schedule
2. Units That May Not Be Renovated with Tenants in Place
3. Notice of Intent to Acquire, General Information Notice and 120-Day Notice
4. VHDA Guidelines
5. Willingness to Move Early Form
6. Relocation 30-Day Notice (Temporary Relocation)
7. Relocation 30-Day Notice (Permanent Relocation)
8. Monthly Relocation Report

**Unit Delivery Schedule  
Mecklenburg Manor Renovation**

<b>Stairwell</b>	<b>Renovation Start</b>	<b>Renovation Complete</b>
701	December 15, 2020	July 1, 2021
703	December 15, 2020	July 1, 2021
705	December 15, 2020	July 1, 2021
707	December 15, 2020	July 1, 2021
709	January 15, 2021	August 1, 2021
711	January 15, 2021	August 1, 2021
713	January 15, 2021	August 1, 2021
715	January 15, 2021	August 1, 2021
717	February 15, 2021	September 1, 2021
721	February 15, 2021	September 1, 2021
723	February 15, 2021	September 1, 2021
725	February 15, 2021	September 1, 2021
727	February 15, 2021	September 1, 2021

**Mecklenburg Manor Units  
That May Not Be Renovated with Tenants in Place  
Subject to Change once Construction Plans are Finalized**

Final determination of which six units will be converted to accessible units will be made when construction plans are finalized and may change during construction.

**GATEWAY MANAGEMENT SERVICES, LLC**

\_\_\_\_\_, 20\_\_

Resident of Mecklenburg Manor

Re: Notice of Intent to Acquire, General Information Notice, and 120-Day Notice

Dear \_\_\_\_\_,

This letter is a follow-up to the newsletters in which you were notified that we are planning upcoming renovations to your home. South Hill Partners, LLC (“Owner”) intends to acquire and renovate the property you currently occupy, Apartments. Owner has applied for Low Income Housing Tax Credits and a construction loan and a mortgage loan from \_\_\_\_\_ to complete the acquisition and renovation. The renovation will include new kitchen cabinets and countertops, energy efficient appliances, windows, patio doors, and heating and air conditioning units. We will also be installing water conserving commodes and faucets. We will be improving the outside appearance with improved landscaping, re-paving the parking lots, and a new sign.

We plan to complete the renovations without moving you from your home. We will give everyone ample notice of all work to be done in each unit every day. Work will start each day at or after 8:00 am and will stop no later than 5:00 pm. The renovation process is expected to take about ten months from the start date. We will make sure that no one will be without the necessary accommodations during the renovation period.

However, you may need to temporarily or permanently move to another unit at Mecklenburg Manor. The earliest anyone will be required to move is \_\_\_\_\_. Gateway Management Services, LLC (“Gateway”) staff will contact you to coordinate the planned moving date. Therefore, we urge you not to move at this time. However if you have already submitted a notice to move or have received a lease termination notice, you will **not** be eligible for relocation assistance. If you have received a 21-30 Day Notice of Lease Violation and Potential Lease Termination you may not be eligible for relocation assistance. If you do elect to move for reasons of your choice, you will **not** be eligible nor be provided relocation assistance. With the above exceptions, stay where you are. To maintain your eligibility, you must continue to pay your usual rent and otherwise comply with the standard lease terms and conditions.

If we determine that you need to temporarily or permanently move, (i) you will be reimbursed for all reasonable moving expenses and reasonable related costs such as transfer fees for utility hook-ups and other related expenses in accordance with the Relocation Plan a copy of which is located in the Mecklenburg Manor office; (ii) if you need to permanently move, you will receive relocation advisory services in accordance with the Relocation Plan, and (iii) you will receive written notice at least 30 days before the date when you must move stating (1) the specific date by which you are required to move, (2) the unit to which you will be relocated, (3) if applicable, the date on which the move-in inspection will be completed, and (4) if applicable, the date that you will receive keys to your unit. **You will not have to move earlier than 30 days after a comparable replacement dwelling is made available to you.**



After the renovation of your unit, you may then choose whether or not to move back into your original unit (unless you are no longer eligible for that particular unit) or another suitable, decent, safe and sanitary unit at Mecklenburg Manor. If your income makes you ineligible to remain in the completed project, under the new federal funding restrictions, we will move you to a comparable unit that meets your household needs and that complies with decent, safe and sanitary standards.

Your rent will remain the same until your lease renewal at which time you will need to be re-certified and your rent will be determined in accordance with VHDA requirements.

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. Should any resident's lease be terminated while living in their apartment at Mecklenburg Manor during the renovations, he/she would **not** be eligible for relocation assistance. Should any resident's lease be terminated during the time residents are temporarily relocated in other apartments at Mecklenburg Manor, other Gateway managed properties or other sites owned by another company, those residents would **not** be eligible to return to Mecklenburg Manor once renovations have been completed.

As we continue with this project, you can rest assured that we will make every effort to accommodate your needs. You will be protected by the United States Department of Housing and Urban Development's (HUD) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable. This assistance is more fully explained in the attached brochure, "Relocation Assistance to Tenants Displaced From Their Homes". Please review the attached Virginia Housing and Development Authority's (VHDA) "Relocation Assistance Guidelines." Please notice that some of the information related to purchasing a home and permanent relocation does not apply to this specific relocation situation. The information in the notices covers all types of relocation.

We cannot require you to move unless we make at least one comparable replacement dwelling available to you. You have the right to appeal if you believe that we did not properly evaluate your application for assistance.

**NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child. All persons seeking URA relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.**

**Caution:**

**Please remember, you must contact us before making any moving plans. We want to help you obtain all relocation benefits you qualify for.** Additionally, we will make reasonable accommodations for persons with disabilities and provide language assistance for persons with limited English proficiency. Please let us know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

**This notice does not establish your eligibility for relocation payments or assistance at this time.** If we determine that the project will displace you and require you to vacate the premises, we will inform you in writing. If the proposed project does not proceed, or if we determine that the project will not displace you, we will notify you of that in writing.

**Again, please do not move out before you receive definite guidance from us about your eligibility or ineligibility for relocation benefits.** We will do everything we can to respect your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable.

Please retain this letter for your records. We will contact you soon about relocation eligibility. If you have any questions about this notice or the proposed project, please contact our representative:

Sincerely,

Vice President, Regional Manager

I \_\_\_\_\_, have received this Notice of Relocation.  
(print name)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Witness

\_\_\_\_\_  
Date

Mecklenburg Manor Apartments  
Willingness to Move Early Relocation Form

I received the Notice of Intent to Acquire, General Information Notice, and 120-Day Notice letter concerning the renovation of Mecklenburg Manor and the [temporary] [permanent] relocation of my household. I have reviewed the Relocation Plan and received a copy of the Virginia Housing Development Authority publication "*Relocation Assistance Guidelines.*" I attended a meeting on \_\_\_\_\_, 20\_\_\_\_ with the property manager.

I understand due to the upcoming renovations of Mecklenburg Manor, I will be required to [temporarily] [permanently] move. By signing below, I agree to pack and be ready to move by the \_\_\_\_\_, 20\_\_\_\_.

Tenant Name: \_\_\_\_\_

My current address is: \_\_\_\_\_

My [temporary] [permanent] address will be: \_\_\_\_\_  
(this is the anticipated address as of \_\_\_\_/20\_\_\_\_ and should it change property management staff will contact you prior to moving)

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

**GATEWAY MANAGEMENT SERVICES, LLC**

\_\_\_\_\_, 20\_\_\_\_

Mecklenburg Manor

Re: 30-Day Notice to Move; By required move date  
Temporary Relocation

Dear name of tenant,

On \_\_\_\_\_, 20\_\_\_\_ we sent you a letter regarding Notice of Intent to Acquire, General Information Notice and 120-Day Notice for the acquisition and renovation of Mecklenburg Manor by South Hill Partners, LLC. Virginia Housing and Development Authority (VHDA) has approved the project and the funding for it.

We have determined that you will need to temporarily relocate to another unit at Mecklenburg Manor.

You must move from your current unit by \_\_\_\_\_.

We have identified the following comparable unit for you at Mecklenburg Manor: \_\_\_\_\_. You will be able to move back into your original unit after the renovation is completed. Your rent will remain the same as it was for your original unit until the time of lease renewal.

Your move-in inspection is schedule to occur: \_\_\_\_\_

Please come by the office to get the key to your temporary unit on or after \_\_\_\_\_.

If you disagree with the estimated amount of relocation assistance or the comparability of the representative replacement dwelling you may file an administrative appeal to VHDA. We will provide contact information for the appeal to VHDA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

**NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.**

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,

*(Name and title)* \_\_\_\_\_

---

**Tenant Affidavit:** I acknowledge and understand the contents of this letter.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Date Signed

**GATEWAY MANAGEMENT SERVICES, LLC**

\_\_\_\_\_, 20\_\_

Resident of Apartments (to be renamed as Mecklenburg Manor)

Re: 30-Day Notice to Move; By required move date  
Permanent Relocation

Dear name of tenant,

On \_\_\_\_\_, 20\_\_ we sent you a letter regarding Notice of Intent to Acquire, General Information Notice and 120-Day Notice for the acquisition and renovation of Mecklenburg Manor by South Hill Partners, LLC. Virginia Housing and Development Authority (VHDA) has approved the project and the funding for it.

We have determined that you will need to permanently relocate to another unit at Mecklenburg Manor Apartments.

You must move from your current unit by \_\_\_\_\_.

We have identified the following comparable unit for you at Mecklenburg Manor: \_\_\_\_\_. Your rent will remain the same as it was for your original unit until the time of lease renewal. Please contact us immediately if you believe this unit does not compare reasonably to your current home. We can explain our basis for selectin this dwelling as most representative of your current home and discuss your concerns.

Your move-in inspection is schedule to occur: \_\_\_\_\_

Please come by the office to get the key to your new unit on or after \_\_\_\_\_.

If you disagree with your designation as a displaced person, the estimated amount of relocation assistance, or the comparability of the representative replacement dwelling you may file an administrative appeal to VHDA. We will provide contact information for the appeal to VHDA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

**NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.**

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, [name], [title], at [phone], [address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,

*(Name and title)* \_\_\_\_\_

---

**Tenant Affidavit:** I acknowledge and understand the contents of this letter.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Date Signed

## Monthly Relocation Report

**Monthly Report Form – Complete at end of each month, due at same time as usual monthly reports. Fax a copy to Regional Manager. Form must be completed every month until relocations have been completed.**

Property Name: Mecklenburg Manor

Month: \_\_\_\_\_

1. On-Property Moves (Summary to Date):

- \_\_\_\_\_ Number On-Property at start of relocation
- \_\_\_\_\_ Number moving On-Property into un-rehabbed units during relocation
- \_\_\_\_\_ Number attending residents meeting held
- \_\_\_\_\_ Number completed paperwork

A. \_\_\_\_\_ Number scheduled to move next

<u>Current Unit</u>	<u>Date Move Scheduled</u>	<u>To Unit</u>	<u>Temp or Perm.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____



B. \_\_\_\_\_ Number Moved to Permanent Unit  
 \_\_\_\_\_ Previously (Detail until check has been shown distributed)  
 \_\_\_\_\_ This month (Detail)

<u>New Unit</u>	<u>Date of Actual Move</u>	<u>Date Check Requested</u>	<u>Date Check Distributed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. \_\_\_\_\_ Number Moved to Temporary Unit  
 \_\_\_\_\_ Previously (Detail until check has been shown distributed)  
 \_\_\_\_\_ This month (Detail)

<u>New Unit</u>	<u>Date of Actual Move</u>	<u>Date Check Requested</u>	<u>Date Check Distributed</u>	<u>Move to Perm. Scheduled for Date</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____

\_\_\_\_\_  
 Property Manager's Signature

\_\_\_\_\_  
 Date

K

Documentation of  
Development Location

**K.1**

Revitalization Area  
Certification



You'll like the view from  
**South Hill**

# Town of South Hill

Incorporated 1901

ADMINISTRATION  
(434) 447-3191

CODE COMPLIANCE  
OFFICIAL  
(434) 447-5041

PUBLIC WORKS  
(434) 447-3191

## MECKLENBURG MANOR APARTMENTS REVITALIZATION AREA RESOLUTION

VHDA Tracking Number: 2020-C-17  
Development Name: Mecklenburg Manor  
Development Jurisdiction: Town of South Hill  
Name of Owner/Applicant: South Hill Partners, LLC

**WHEREAS,** the above-referenced development is in an area that is either (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty otherwise inadequate design, quality or condition; or

**WHEREAS,** (2) the industrial, commercial or other economic development of such area will benefit the town or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and

**WHEREAS,** 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 will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area;

**NOW, THEREFORE, BE IT RESOLVED,** I certify that the above-referenced development is located in a Revitalization Area in the Town of South Hill, and

**BE IT FURTHER RESOLVED THAT** we understand this Certification will be used by the Virginia Housing Development Authority to determine whether the development qualifies for points available under VHDA's Qualified Allocation Plan.

Adopted this 10<sup>th</sup> day of February 2020 by the Council of the Town of South Hill.

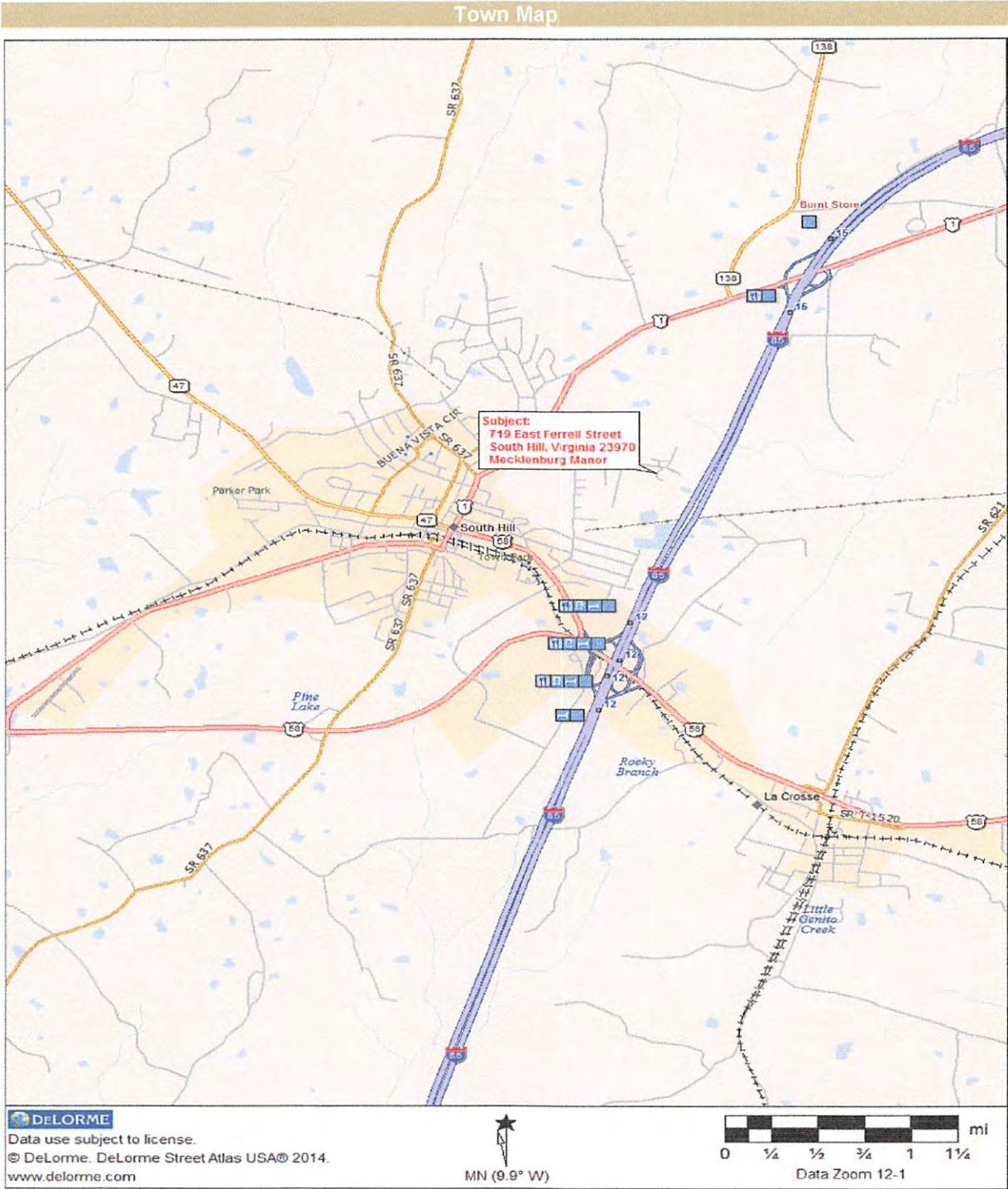
By: Dean Marion  
Dean Marion, Mayor

Attest: Anna B. Cratch  
Anna B. Cratch, Town Clerk

K.2

Location Map

Mecklenburg Manor  
719 East Ferrell Street  
South Hill, Virginia 23970



K.3

Surveyor's Certification of  
Proximity to Public  
Transportation



### Surveyor's Certification of Proximity to Transportation

DATE: March 9, 2020

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

RE: 2020 Tax Credit Reservation Request

Name of Development: Mecklenburg Manor

Name of Owner: South Hill Partners, LLC

Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

CARDINAL SURVEY & DESIGN  
Firm Name

By: W.D. Berkley  
WILLIAM D. BERKLEY, P.E.

Its: Regional Vice President  
Title

**Moyock Location**  
1375 Caratoke Highway  
Moyock, North Carolina 27958  
P: (252) 621-5066  
F: (757) 345-2877

**Williamsburg Location**  
156 Strawberry Plains, Suite D  
Williamsburg, Virginia 23188  
P: (757) 345-2866  
F: (757) 345-2877

**Lynchburg Location**  
306 Enterprise Drive, Suite C  
Forest, Virginia 24551  
P: (434) 385-7548  
F: (434) 385-6128

**Richmond Location**  
301 Twin Ridge Lane  
Richmond, Virginia 23235  
P: (804) 272-1003  
2020





L

PHA/Section 8 Notification  
Letter



## PHA or Section 8 Notification Letter

Development Name: Mecklenburg Manor

Tracking #: 2020-C-17

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

### General Instructions

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have project based Section 8 or project based vouchers.
2. This PHA or Section 8 Notification letter must be included with the application.
3. 'Development Address' should correspond to I.A.2 on page 1 of the Application.
4. 'Proposed Improvements' should correspond with I.B & D and III.A of the Application.
5. 'Proposed Rents' should correspond with VII.C of the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

**NOTE:** Any change to this form letter may result in a reduction of points under the scoring system.

# PHA or Section 8 Notification Letter

**DATE:** February 28, 2020

**TO:** Franklin Redevelopment and Housing  
100 East Fourth Avenue  
Franklin, VA 23851

**RE:** PROPOSED AFFORDABLE HOUSING DEVELOPMENT

Name of Development: Mecklenburg Manor  
Name of Owner: South Hill Partners, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from the Virginia Housing Development Authority (VHDA). We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on July 1, 2021 (date).

The following is a brief description of the proposed development:

Development Address:  
719 East Ferrell Street  
South Hill, VA 23970

Proposed Improvements:

<input type="checkbox"/> New Constr.:	_____	# units	_____	# Bldgs
<input type="checkbox"/> Adaptive Reuse:	_____	# units	_____	# Bldgs
<input type="checkbox"/> Rehabilitation:	<u>51</u>	# units	<u>8</u>	# Bldgs

Proposed Rents:

<input type="checkbox"/> Efficiencies:	\$ _____	/ month
<input checked="" type="checkbox"/> 1 Bedroom Units:	\$ <u>476</u>	/ month
<input checked="" type="checkbox"/> 2 Bedroom Units:	\$ <u>524</u>	/ month
<input checked="" type="checkbox"/> 3 Bedroom Units:	\$ <u>570</u>	/ month
<input type="checkbox"/> 4 Bedroom Units:	\$ _____	/ month

Other Descriptive Information:

Proposed rents under the LIHTC program. Rehabilitation of 51-unit apartment complex.

# PHA or Section 8 Notification Letter

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We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at

(244) 504-9293  
*240-505-9293*

Please acknowledge receipt of this letter by signing below and returning it to me *at redson@hcadc.com.*

Sincerely yours,  


Richard H. Edson

Name

Managing Member

Title

**To be completed by the Local Housing Authority or Sec 8 Administrator:**

Seen and Acknowledged By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

777972809345

Delivered  
Tuesday 3/10/2020 at 1:20 pm

DELIVERED

Signed for by: T.SHARP



[GET STATUS UPDATES](#)

[OBTAIN PROOF OF DELIVERY](#)

**FROM**

Rick Edson  
4405 East West Highway  
Suite 309  
Bethesda, MD US 20814  
240 505-9293

**TO**

Franklin Redev and Housing Auth  
Waiting List Administrator  
100 E 4TH AVE  
FRANKLIN, VA US 23851  
240 505-9293

**Shipment Facts**

**TRACKING NUMBER**  
777972809345

**SERVICE**  
FedEx Priority Overnight

**DELIVERY ATTEMPTS**  
1

**DELIVERED TO**  
Receptionist/Front Desk

**TOTAL PIECES**  
1

**TERMS**  
Shipper

**PACKAGING**  
FedEx Envelope

**SPECIAL HANDLING SECTION**  
Deliver Weekday

**STANDARD TRANSIT**  
3/10/2020 by 4:30 pm

**SHIP DATE**  
Mon 3/09/2020

**ACTUAL DELIVERY**  
Tue 3/10/2020 1:20 pm

**Travel History**

[Local Scan Time](#)

Tuesday, 3/10/2020

1:20 pm	FRANKLIN, VA	Delivered
8:40 am	NORFOLK, VA	On FedEx vehicle for delivery

M

Locality CEO Response  
Letter



Incorporated 1901

Locality CEO Letter

February 10, 2020

Date

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

VHDA Tracking Number:	<u>2020-C-17</u>
Development Name:	<u>Mecklenburg Manor</u>
Name of Owner/Applicant:	<u>South Hill Partners, LLC</u>

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of Town of South Hill. Accordingly,

Town of South Hill supports the allocation of federal housing tax credits for this development.  
requested by South Hill Partners, LLC's

Yours truly,

Signature

Kim Callis

[CEO Name]

Town Manager

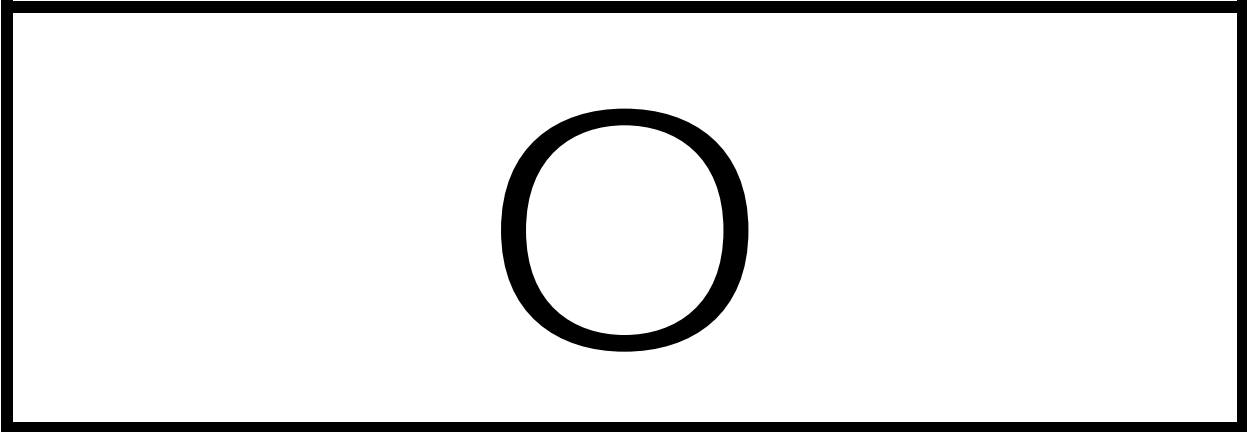
[Title]

**N**

Homeownership Plan



This deal does not require  
information behind this tab.



O

Plan of Development  
Certification Letter



You'll like the view from  
**South Hill**

# Town of South Hill

Incorporated 1901

ADMINISTRATION  
(434) 447-3191

CODE COMPLIANCE  
OFFICIAL  
(434) 447-5041

PUBLIC WORKS  
(434) 447-3191

## Plan of Development Certification

**DATE:** 2-4-2020

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

**RE:** PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Mecklenburg Manor</u>
Name of Owner/Applicant:	<u>South Hill Partners, LLC</u>
Name of Seller/Current Owner:	<u>Mecklenburg Manor Associates</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 VHDA's Qualified Allocation Plan for housing tax credits.

### DEVELOPMENT DESCRIPTION:

**Development Address:**

719 East Ferrell Street, South Hill, VA 23970

**Legal Description:**

See Attached Exhibit A

**Plan of Development Number:**

N/A

Proposed Improvements:

<input type="checkbox"/> New Construction:	_____ # Units	_____ # Buildings	_____	Approx. Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	_____ # Units	_____ # Buildings	_____	Approx. Total Floor Area
<input checked="" type="checkbox"/> Rehabilitation:	<u>51</u> # Units	<u>8</u> # Buildings	<u>41790</u>	Approx. Total Floor Area

Other Descriptive Information:

Rehabilitation of 51 unit apartment complex

**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: \_\_\_\_\_

  
Signed

David Hash  
Printed Name

Code Compliance Official

Title

Phone

434-447-5041

Date

February 11, 2020

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 call the Tax Credit Allocation Department at (804) 343-5518.

## EXHIBIT A

All that certain tract or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in the Town of South Hill, Mecklenburg County, Virginia, and more particularly described as follows:

**BEGINNING** at an Iron 10 feet south of the center line of East Ferrell Street, at the northwestern corner of the property herein conveyed, as shown on the hereinafter referred to map; thence S 71 degrees 47' 42" E. 335.00 feet to an Iron; thence S 39 degrees 56' 31" W 230.09 feet to an Iron; thence S 37 degrees 43' 33" E 402.28 feet to an Iron; thence S 18 degrees 04' 33" W 119.60 feet to an Iron; thence N 71 degrees 55' 27" W 582.08 feet to an Iron; thence N 18 degrees 04' 53" E 560.00 feet to the point and place of beginning, containing 5.19 acres, more or less, as shown on Plat of a Parcel of Land Containing 5.19 acres, Now or Formerly Belonging to Mecklenburg Manor Associates, Located within the Corporate Limits of The Town of South Hill, Mecklenburg County, Virginia, a copy of which plat is recorded in the Clerk's Office of the Circuit Court, Mecklenburg County, Virginia, in Deed Book 229, Page 300.

Being the same property conveyed to Mecklenburg Manor Associates, A Limited Partnership by deed dated June 1st, 1972 from Everett Freeman, Jr. and Lorene C. Freeman, his wife, Meredith B. Freeman and Mary J. Freeman, his wife, Nelson W. Freeman and Charlotte M. Freeman, his wife, and Thurman S. Freeman and Pearl K. Freeman, his wife, recorded in the aforesaid Clerk's Office in Deed Book 229, Page 296.



LS

P

Copies of 8609s to  
Certify Developer  
Experience and  
Partnership agreements

**Tab P: Developer Experience**

Documentation of Developer Experience for the principal of South Hill Partners, LLC has been provided directly to the VHDA LIHTC Allocation Department.

Q

Documentation of Rental  
Assistance



**U.S. Department of Housing and Urban Development  
Office of Housing**

**Project-based Section 8**

**HOUSING ASSISTANCE PAYMENTS**

**BASIC RENEWAL CONTRACT**

**MULTI-YEAR TERM**

Mecklenburg Manor Apartments (VA36L000013 ) DUNS# 832241236

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 Basic Renewal Contract. The instructions are not part of the Renewal Contract

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U.S. Department of Housing and Urban Development  
Office of Housing

Project-based Section 8

## HOUSING ASSISTANCE PAYMENTS

### BASIC RENEWAL CONTRACT<sup>1</sup>

### MULTI-YEAR TERM

#### 1 CONTRACT INFORMATION<sup>2</sup>

##### PROJECT

Section 8 Project Number: VA36L000013

Section 8 Project Number of Expiring Contract: Same

FHA Project Number (if applicable): N/A

Project Name: Mecklenburg Manor Apartments

##### **Project Description:**

Mecklenburg Manor Apartments is a walk-up/garden type building located at 719 E Ferrell St, South Hill, VA 23970-2205 in Mecklenburg County. It consists of 24 Section 8 Units, 5 one bedrooms, 14 two bedrooms, and 5 three bedrooms; It has 27 Non-Section 8 Units, 3 one bedrooms, 14 two bedrooms, and 10 three bedrooms.

##### TYPE OF RENEWAL

- Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).
- Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

**PARTIES TO RENEWAL CONTRACT**

**Name of Contract Administrator<sup>4</sup>**

Navigate Affordable Housing Partners

**Address of Contract Administrator**

1827 1st Avenue North, Ste 100  
Birmingham, AL 35203

**Name of Owner<sup>5</sup>**

MECKLENBURG MANOR ASSOCIATES

**Address of Owner**

~~143 Rollins Avenue, #2194  
Rockville, MD 20847~~

350C FORTUNE TERRACE #202  
POTOMAC, MD 20854

**2 TERM AND FUNDING OF RENEWAL CONTRACT**

a The Renewal Contract begins on 2/1/2019<sup>6</sup> and shall run for a period of 10 (Ten)<sup>7</sup> years.

b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ \$100<sup>8</sup>, an amount sufficient to

(HUD-9637)

Basic Renewal Contract  
Multi-Year Term  
REV-11-05-2007

provide housing assistance payments for approximately 1<sup>9</sup> months of the first annual increment of the 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 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).

**Contract units.** The units in the Project which are identified in Exhibit A by size and applicable contract rents.

**Fifth year anniversary.** The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

**Fifth year comparability adjustment.** An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

**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.** HUD regulations and other requirements, including 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.

**Mid-term comparability adjustment.** An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

**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 described in section 1 of the Renewal Contract.

**Renewal Contract.** This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

#### 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 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (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 524 of 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 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 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 of the Renewal Contract.

### b Contract rent adjustments

#### (1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), 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 either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):
  - (i) Using an OCAF; or

(ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.

(b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

**(2) Comparability adjustments**

(a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).

(b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable).**

(i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).

(ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the

Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

**(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)**

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

**(d) Adjusting contract rent**

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

**(3) Procedure for rent adjustments during renewal term**

- (a)** To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), 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) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

**(4) 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 HUD REQUIREMENTS**

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, 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.

**10 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.

**11 PHA DEFAULT**

- a This section 11 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.

**12 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.

**13 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: \_\_\_\_\_

Signature of authorized representative

*[Signature]*  
Lisa McCarroll, President and CEO

Name and official title

Date 6/24/19

**U.S. Department of Housing and Urban Development**

By: \_\_\_\_\_

Signature of authorized representative

*[Signature]*  
Kyle Anderson - Supervisory Project Manager, U.S. Department of HUD

Name and official title

Date \_\_\_\_\_

**Owner**

Name of Owner

MECKLENBURG MANOR ASSOCIATES

By: \_\_\_\_\_

Signature of authorized representative

*[Signature]*  
**LESTER SEVERE**  
~~Peter Aranyi~~ - General Partner

Name and title

*LESTER D SEVERE, MEMBER*  
*GATEWAY DEVELOPMENT ASSOCIATES, LLC, GP*

Date 6/10/2019

(HUD-9637)

Basic Renewal Contract  
Multi-Year Term  
REV-11-05-2007

Digitally signed by: Brenda  
DN: CN = Brenda email = brenda.  
j.brown@hud.gov C = US O =  
Multifamily Housing  
Date: 2019.07.23 13:20:44 -04'00'

**EXHIBIT A**

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")  
BY SIZE AND APPLICABLE CONTRACT RENTS**

Section 8 Contract Number: VA36L000013  
 FHA Project Number (if applicable): N/A  
 Effective Date of the Rent Increase (if applicable): 2/1/2019

<b>Number of Contract Units</b>	<b>Number of Bedrooms</b>	<b>Contract Rent</b>	<b>Utility Allowance</b>	<b>Gross Rent</b>
5	1 Bedroom, Family	\$ 566	\$ 47	\$ 613
14	2 Bedroom, Family	\$ 737	\$ 66	\$ 803
5	3 Bedroom, Family	\$ 919	\$ 76	\$ 995

**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.  
 Comments: \_\_\_\_\_



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**EXHIBIT B**  
**DISTRIBUTIONS LIMITATION**

**FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:**

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

**FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:**

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, **plus**
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

**Part G - Information on Mortgagor Entity**

Name of Entity

Mecklenburg Manor Associates

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

~~Peter Aranyi~~ **LESTER SEVERE, MEMBER GATEWAY MANAGEMENT ASSOCIATES, LLC** General Partner

Name and Title

Name and Title

Name and Title

Name and Title

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  
Peter Aranyi - General Partner **LESTER D. SEVERE**

Authorized Official's Signature

*[Signature]* 6/24/19  
Date (mm/dd/yyyy)

**Part I - HUD/Lender Approval**

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number **VA36L000013**

*[Signature]* 6/24/19  
Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

R

Documentation of  
Operating Budget and  
Utility Allowances



# ZEFFERT & ASSOCIATES

## Utility Allowance Report

**Project:** Mecklenburg Manor

**Contract #:** VA36L000013

**Location:** South Hill, VA

**Management:** Gateway Management Services, LLC

**Tracking Code:** 1916-6242

**Date Prepared:** 6/14/2019

Based on the actual billing histories obtained from the appropriate utility company(ies), we have calculated the utility allowances for the unit types shown below.

Unit Type	Current UA	Proposed UA	Change
1BR	\$47	\$62	31.91%
2BR	\$66	\$58	-12.12%
3BR	\$76	\$65	-14.47%

1BR

Mecklenburg Manor

Date Calculated: 6/14/2019

Dominion Virginia Power

Electric	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	Total	Average
701A	\$61.97	\$83.84	\$71.01	\$85.20	\$68.20	\$39.95	\$36.04	\$35.78	\$35.25	\$29.85	\$32.44	\$36.06	\$615.59	\$51.30
701C	Unit not occupied for 10 months													
701D	\$118.51	\$151.88	\$114.60	\$136.33	\$94.52	\$52.07	\$32.04	\$33.67	\$26.15	\$25.25	\$27.31	\$57.71	\$870.04	\$72.50
715B	Tenant does not have 10 months of billing history with account number given-history is attached													
													<b>Total of Unit Averages:</b>	\$123.80

<b>Total of Unit Averages:</b>	\$123.80
<b>Sample Units Used:</b>	2
<b>Electric Utility Allowance:</b>	\$61.90

Utility Allowance	
<b>Electric Allowance:</b>	\$62.00
<b>Total Utility Allowance:</b>	\$62.00

**2BR**

**Mecklenburg Manor**

**Date Calculated: 6/14/2019**

**Dominion Virginia Power**

Electric	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	Total	Average
707B	\$44.87	\$76.30	\$62.83	\$77.02	\$63.87	\$36.71	\$29.03	\$31.54	\$28.88	\$21.59			\$472.64	\$47.26
707C	\$163.39	\$258.10	\$131.65	\$196.36	\$135.75	\$64.01	\$46.85	\$42.62	\$43.76	\$41.55	\$40.37	\$75.05	\$1,239.46	\$103.29
711D	\$54.11	\$118.42	\$114.38	\$90.57	\$79.37	\$49.09	\$46.08	\$40.16	\$36.03	\$33.43	\$29.35	\$61.95	\$752.94	\$62.75
713A	\$27.90	\$64.35	\$24.65	\$27.82	\$21.72	\$21.70	\$25.58	\$27.30	\$26.39	\$42.59	\$47.24	\$40.06	\$397.30	\$33.11
713C	Unit not occupied for 10 months													
713D	\$122.23	\$152.49	\$80.41	\$98.46	\$65.76	\$38.39	\$40.71	\$31.75	\$30.79	\$32.73	\$27.98	\$58.98	\$780.68	\$65.06
717B	\$46.52	\$77.13	\$58.67	\$79.11	\$46.70	\$35.70	\$37.80	\$36.42	\$36.81	\$34.55	\$33.03	\$44.05	\$566.49	\$47.21
721B	\$129.37	\$103.79	\$152.06	\$175.21	\$126.85	\$103.84	\$104.96	\$99.95	\$44.10	\$41.79	\$39.67	\$100.60	\$1,222.19	\$101.85
721C	\$45.53	\$60.45	\$54.42	\$68.14	\$45.69	\$25.71	\$30.14	\$30.56	\$31.81	\$27.92	\$23.37	\$40.38	\$484.12	\$40.34
723B	Vacant													
725C	\$32.81	\$69.83	\$51.79	\$49.67	\$40.36	\$20.43	\$27.80	\$27.19	\$7.78	\$7.78	\$7.76	\$18.66	\$361.86	\$30.16
725D	\$62.97	\$78.59	\$66.64	\$73.31	\$31.75		\$51.32	\$45.77	\$22.83	\$30.40	\$29.81	\$55.35	\$548.74	\$49.89
727B	Vacant													
727D	\$77.38	\$89.51	\$75.49	\$86.29	\$70.22	\$47.75	\$49.65	\$40.94	\$45.34	\$42.01	\$41.49	\$60.80	\$726.87	\$60.57
													<b>Total of Unit Averages:</b>	<b>\$641.47</b>

<b>Total of Unit Averages:</b>	<b>\$641.47</b>
<b>Sample Units Used:</b>	<b>11</b>
<b>Electric Utility Allowance:</b>	<b>\$58.32</b>

<b>Utility Allowance</b>	
<b>Electric Allowance:</b>	<b>\$58.00</b>
<b>Total Utility Allowance:</b>	<b>\$58.00</b>

3BR

# Mecklenburg Manor

Date Calculated: 6/14/2019

## Dominion Virginia Power

Electric	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	Total	Average
701B	Unit not occupied for 10 months													
705B	Unit not occupied for 10 months													
709A	\$89.34	\$60.91	\$46.83	\$45.91	\$40.56	\$29.03	\$32.04	\$34.53	\$38.20	\$45.11	\$31.64	\$39.49	\$533.59	\$44.47
717A	\$58.62	\$114.07	\$88.38	\$90.44	\$83.82	\$58.30	\$41.16	\$41.97	\$39.21	\$38.68	\$41.49	\$82.57	\$778.71	\$64.89
727A	\$67.84	\$82.79	\$74.36	\$74.55	\$64.64	\$40.40	\$34.38	\$35.87	\$31.27	\$30.55	\$28.10	\$72.43	\$637.18	\$53.10
727C	\$145.22	\$175.76	\$132.38	\$164.00	\$124.89	\$69.47	\$64.12	\$54.56	\$52.72	\$50.85	\$54.35	\$96.03	\$1,184.35	\$98.70
													<b>Total of Unit Averages:</b>	\$261.15

<b>Total of Unit Averages:</b>	\$261.15
<b>Sample Units Used:</b>	4
<b>Electric Utility Allowance:</b>	\$65.29

Utility Allowance	
<b>Electric Allowance:</b>	\$65.00
<b>Total Utility Allowance:</b>	\$65.00



# Past Billing, Payment, & Usage

## Dominion Energy Virginia

Account Name(s): TIFFANY L WALKER

Account Number: 0069599777

Service Address: 725 E FERRELL ST D  
SOUTH HILL, VA 23970

Current Date: 6/14/2019

## Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
01/12/2019	\$0.00		\$0.00	\$0.00		\$4.20	BASE RATE TRF FROM		\$0.00	\$0.00	\$0.00
01/12/2019	\$0.00		\$0.00	\$0.00		-\$2.79			\$0.00	-\$4.20	-\$4.20
01/12/2019	\$0.00		\$0.00	\$0.00		-\$1.41			\$0.00	-\$1.41	-\$1.41
10/19/2018	\$0.00		\$0.00	\$0.00		-\$162.73	AMT TRANSFER-FROM		\$0.00	\$0.00	\$0.00
10/03/2018	\$31.75	11/09/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$162.73	\$162.73
10/16/2018	\$0.00		\$0.00	\$0.00		-\$101.21	DEPS & INT APPLY		\$0.00	\$130.98	\$130.98
10/02/2018	\$0.00		\$0.00	-\$30.00	10/02/2018	\$0.00			\$0.00	\$228.90	\$228.90
09/06/2018	\$73.31	09/28/2018	\$2.63	\$0.00		\$0.00		FC	\$134.10	\$258.90	\$258.90
08/07/2018	\$66.64	08/30/2018	\$0.00	\$0.00		\$0.00		FC	\$124.80	\$124.80	\$182.96



07/23/2018	\$0.00		\$0.00	-\$118.00	07/23/2018	\$0.00			\$0.00	\$116.32	\$116.32
07/09/2018	\$78.59	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$234.32	\$234.32
07/10/2018	\$0.00		\$0.00	\$0.00		-\$5.13			\$0.00	\$155.73	\$155.73
07/10/2018	\$0.00		\$0.00	\$0.00		-\$2.63			\$0.00	\$160.86	\$160.86
06/20/2018	\$0.00		\$0.00	-\$18.00	06/20/2018	\$0.00			\$0.00	\$161.22	\$161.22
06/06/2018	\$62.97	07/02/2018	\$1.60	\$0.00		\$0.00			\$0.00	\$179.22	\$179.22
05/07/2018	\$43.33	05/31/2018	\$0.97	\$0.00		\$0.00		FC	\$62.64	\$114.65	\$114.65
<b>Totals</b>	\$356.59		\$5.20	-\$166.00							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



# Past Billing, Payment, & Usage

## Dominion Energy Virginia

Account Name(s): JAMES R WILSON

Account Number: 0120399332

Service Address: 721 E FERRELL ST B  
SOUTH HILL, VA 23970

Current Date: 6/14/2019

## Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
12/27/2018	\$0.00		\$0.00	\$0.00		-\$3.94	CAN LATE PYMT CHRG		\$0.00	\$267.79	\$267.79
12/27/2018	\$0.00		\$0.00	\$0.00		-\$3.88	CAN LATE PYMT CHRG		\$0.00	\$271.73	\$271.73
10/15/2018	\$35.56	11/19/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$267.79	\$267.79
10/23/2018	\$0.00		\$0.00	\$0.00		-\$193.46	DEPS & INT APPLY		\$0.00	\$232.23	\$232.23
10/05/2018	\$126.85	10/29/2018	\$4.30	\$0.00		\$0.00			\$0.00	\$425.69	\$425.69
09/06/2018	\$175.21	09/28/2018	\$1.72	\$0.00		\$0.00			\$0.00	\$294.54	\$294.54
08/31/2018	\$0.00		\$0.00	-\$140.00	08/31/2018	\$0.00			\$0.00	\$117.61	\$117.61
08/07/2018	\$152.06	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$257.61	\$257.61
07/20/2018	\$0.00		\$0.00	-\$151.00	07/20/2018	\$0.00			\$0.00	\$105.55	\$105.55

07/09/2018	\$103.79	08/01/2018	\$2.18	\$0.00		\$0.00			\$0.00	\$256.55	\$256.55
06/15/2018	\$0.00		\$0.00	-\$60.00	06/15/2018	\$0.00			\$0.00	\$150.58	\$150.58
06/06/2018	\$129.37	07/02/2018	\$1.13	\$0.00		\$0.00			\$0.00	\$210.58	\$210.58
05/11/2018	\$0.00		\$0.00	-\$75.00	05/11/2018	\$0.00			\$0.00	\$80.08	\$80.08
05/07/2018	\$49.75	05/31/2018	\$0.57	\$0.00		\$0.00			\$0.00	\$155.08	\$91.08
<b>Totals</b>	\$772.59		\$9.90	-\$426.00							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): IDA M COOK

Account Number: 0472811447

Service Address: 701 E FERRELL ST A  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$36.06	05/31/2019	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$56.70
05/03/2019	\$0.00		\$0.00	-\$53.00	05/03/2019	\$0.00			\$0.00	\$0.00	\$20.64
04/05/2019	\$32.44	05/01/2019	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$73.64
04/04/2019	\$0.00		\$0.00	-\$53.00	04/04/2019	\$0.00			\$0.00	\$0.00	\$41.20
03/06/2019	\$29.85	04/01/2019	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$94.20
03/01/2019	\$0.00		\$0.00	-\$53.00	03/01/2019	\$0.00			\$0.00	\$0.00	\$64.35
02/06/2019	\$35.25	03/01/2019	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$117.35
02/01/2019	\$0.00		\$0.00	-\$47.82	02/01/2019	\$0.00			\$0.00	\$0.00	\$82.10
01/05/2019	\$35.78	01/31/2019	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$47.82	\$129.92
01/08/2019	\$0.00		\$0.00	\$0.00		-\$3.42			\$0.00	-\$5.18	\$94.14
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.76			\$0.00	-\$1.76	\$97.56

01/04/2019	\$0.00		\$0.00	-\$53.00	01/04/2019	\$0.00			\$0.00	\$0.00	\$99.32
12/05/2018	\$36.04	01/01/2019	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$152.32
12/03/2018	\$0.00		\$0.00	-\$53.00	12/03/2018	\$0.00			\$0.00	\$0.00	\$116.28
11/01/2018	\$39.95	11/30/2018	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$169.28
11/02/2018	\$0.00		\$0.00	-\$53.00	11/02/2018	\$0.00			\$0.00	\$0.00	\$129.33
10/04/2018	\$68.20	10/29/2018	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$182.33
10/03/2018	\$0.00		\$0.00	-\$53.00	10/03/2018	\$0.00			\$0.00	\$0.00	\$114.13
09/04/2018	\$85.20	09/28/2018	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$167.13
08/31/2018	\$0.00		\$0.00	-\$53.00	08/31/2018	\$0.00			\$0.00	\$0.00	\$81.93
08/06/2018	\$71.01	08/30/2018	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$134.93
08/03/2018	\$0.00		\$0.00	-\$43.16	08/03/2018	\$0.00			\$0.00	\$0.00	\$63.92
07/09/2018	\$83.84	08/01/2018	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$43.16	\$107.08
07/10/2018	\$0.00		\$0.00	\$0.00		-\$6.53			\$0.00	-\$9.84	\$23.24
07/10/2018	\$0.00		\$0.00	\$0.00		-\$3.31			\$0.00	-\$3.31	\$29.77
07/06/2018	\$0.00		\$0.00	-\$53.00	07/06/2018	\$0.00			\$0.00	\$0.00	\$33.08
06/06/2018	\$61.97	07/02/2018	\$0.00	\$0.00		\$0.00		BBP	\$53.00	\$53.00	\$86.08
06/01/2018	\$0.00		\$0.00	-\$53.00	06/01/2018	\$0.00			\$0.00	\$0.00	\$24.11
<b>Totals</b>	\$615.59		\$0.00	-\$620.98							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): JOANN H JARRETT

Account Number: 0494085780

Service Address: 701 E FERRELL ST C  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/31/2019	\$0.00		\$0.00	-\$100.00	05/31/2019	\$0.00			\$0.00	\$23.13	\$23.13
05/07/2019	\$77.67	05/31/2019	\$0.63	\$0.00		\$0.00			\$0.00	\$123.13	\$123.13
04/05/2019	\$44.83	05/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$44.83	\$44.83
04/01/2019	\$0.00		\$0.00	-\$43.18	04/01/2019	\$0.00			\$0.00	\$0.00	\$0.00
03/06/2019	\$43.18	04/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$43.18	\$43.18
03/01/2019	\$0.00		\$0.00	-\$113.17	03/01/2019	\$0.00			\$0.00	\$0.00	\$0.00
02/06/2019	\$113.17	03/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$113.17	\$47.17
02/01/2019	\$0.00		\$0.00	-\$110.93	02/01/2019	\$0.00			\$0.00	\$0.00	\$0.00
01/05/2019	\$96.52	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$110.93	\$44.93
12/20/2018	\$0.00		\$0.00	\$0.00		\$14.41	CONNECT CHARGE		\$0.00	\$14.41	\$14.41



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): SARAH W COLEMAN

Account Number: 0505470831

Service Address: 701 E FERRELL ST D  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$57.71	05/31/2019	\$0.38	\$0.00		\$0.00			\$0.00	\$86.11	\$86.11
05/03/2019	\$0.00		\$0.00	-\$52.18	05/03/2019	\$0.00			\$0.00	\$28.02	\$28.02
04/05/2019	\$27.31	05/01/2019	\$0.71	\$0.00		\$0.00			\$0.00	\$80.20	\$80.20
03/06/2019	\$25.25	04/01/2019	\$0.36	\$0.00		\$0.00			\$0.00	\$52.18	\$52.18
03/04/2019	\$0.00		\$0.00	-\$30.12	03/04/2019	\$0.00			\$0.00	\$26.57	\$26.57
02/06/2019	\$26.15	03/01/2019	\$0.42	\$0.00		\$0.00			\$0.00	\$56.69	\$56.69
01/05/2019	\$33.67	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$30.12	\$30.12
01/08/2019	\$0.00		\$0.00	\$0.00		-\$2.35			\$0.00	-\$3.55	-\$3.55
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.20			\$0.00	-\$1.20	-\$1.20
01/07/2019	\$0.00		\$0.00	-\$35.27	01/07/2019	\$0.00			\$0.00	\$0.00	\$0.00
12/05/2018	\$32.04	01/01/2019	\$0.05	\$0.00		\$0.00			\$0.00	\$35.27	\$35.27

12/05/2018	\$0.00		\$0.00	-\$151.00	12/05/2018	\$0.00			\$0.00	\$3.18	\$3.18
11/01/2018	\$52.07	11/30/2018	\$1.46	\$0.00		\$0.00			\$0.00	\$154.18	\$154.18
10/15/2018	\$0.00		\$0.00	-\$420.48	10/15/2018	\$0.00			\$0.00	\$100.65	\$100.65
10/04/2018	\$94.52	10/29/2018	\$6.13	\$0.00		\$0.00			\$0.00	\$521.13	\$521.13
09/04/2018	\$136.33	09/28/2018	\$4.08	\$0.00		\$0.00			\$0.00	\$420.48	\$420.48
08/06/2018	\$114.60	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$280.07	\$280.07
08/07/2018	\$0.00		\$0.00	-\$130.00	08/07/2018	\$0.00			\$0.00	\$165.47	\$165.47
07/09/2018	\$151.88	08/01/2018	\$2.05	\$0.00		\$0.00			\$0.00	\$295.47	\$295.47
06/06/2018	\$118.51	07/02/2018	\$0.33	\$0.00		\$0.00			\$0.00	\$141.54	\$141.54
06/04/2018	\$0.00		\$0.00	-\$100.00	06/04/2018	\$0.00			\$0.00	\$22.70	\$22.70
<b>Totals</b>	\$870.04		\$15.97	-\$919.05							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**





## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): MARY LILES

Account Number: 0216248112

Service Address: 715 E FERRELL ST B  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
02/15/2019	\$0.00		\$0.00	\$0.00		-\$48.38	DIRECT TRF-FROM		\$0.00	\$0.00	\$0.00
02/14/2019	\$4.33	03/08/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$48.38	\$48.38
02/05/2019	\$17.66	03/01/2019	\$0.35	\$0.00		\$0.00			\$0.00	\$44.05	\$44.05
01/28/2019	\$0.00		\$0.00	-\$55.00	01/28/2019	\$0.00			\$0.00	\$26.04	\$26.04
01/22/2019	\$0.00		\$0.00	-\$55.00	01/22/2019	\$0.00			\$0.00	\$81.04	\$81.04
01/05/2019	\$23.47	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$136.04	\$136.04
01/08/2019	\$0.00		\$0.00	\$0.00		-\$2.16			\$0.00	\$112.57	\$112.57
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.11			\$0.00	\$114.73	\$114.73
12/05/2018	\$78.49	01/01/2019	\$0.49	\$0.00		\$0.00			\$0.00	\$114.21	\$114.21
12/03/2018	\$0.00		\$0.00	-\$111.00	12/03/2018	\$0.00			\$0.00	\$35.23	\$35.23

11/01/2018	\$34.61	11/30/2018	\$1.57	\$0.00		\$0.00			\$0.00	\$146.23	\$146.23
10/04/2018	\$48.34	10/29/2018	\$0.87	\$0.00		\$0.00			\$0.00	\$110.05	\$110.05
09/10/2018	\$0.00		\$0.00	-\$127.00	09/10/2018	\$0.00			\$0.00	\$60.84	\$60.84
09/04/2018	\$59.12	09/28/2018	\$1.81	\$0.00		\$0.00			\$0.00	\$187.84	\$187.84
08/06/2018	\$59.38	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$126.91	\$126.91
07/17/2018	\$0.00		\$0.00	-\$96.00	07/17/2018	\$0.00			\$0.00	\$67.53	\$67.53
07/09/2018	\$67.61	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$163.53	\$163.53
07/10/2018	\$0.00		\$0.00	\$0.00		-\$3.77			\$0.00	\$95.92	\$95.92
07/10/2018	\$0.00		\$0.00	\$0.00		-\$1.92			\$0.00	\$99.69	\$99.69
06/06/2018	\$48.42	07/02/2018	\$0.69	\$0.00		\$0.00			\$0.00	\$100.22	\$100.22
<b>Totals</b>	\$441.43		\$5.78	-\$444.00							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): GLORIA M FALCON

Account Number: 0444852008

Service Address: 707 E FERRELL ST B  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
03/08/2019	\$0.00		\$0.00	\$0.00		-\$82.34	ADJUST DEPOSIT		\$0.00	-\$12.78	\$0.00
03/08/2019	\$0.00		\$0.00	\$0.00		\$60.75	DIRECT TRF-FROM		\$0.00	\$69.56	\$0.34
03/07/2019	\$21.59	03/29/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$8.81	\$21.59
03/01/2019	\$0.00		\$0.00	-\$54.74	03/01/2019	\$0.00			\$0.00	-\$12.78	\$0.00
02/05/2019	\$28.88	03/01/2019	\$0.35	\$0.00		\$0.00		FC	\$41.96	\$41.96	\$54.74
02/01/2019	\$0.00		\$0.00	-\$40.24	02/01/2019	\$0.00			\$0.00	\$0.00	\$25.51
01/05/2019	\$31.54	01/31/2019	\$0.00	\$0.00		\$0.00		FC	\$44.27	\$40.24	\$65.75
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.18	DEPOSIT INT APPLY		\$0.00	-\$4.03	\$34.21
01/08/2019	\$0.00		\$0.00	\$0.00		-\$2.24			\$0.00	-\$2.85	\$35.39
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.14			\$0.00	-\$0.61	\$37.63

12/21/2018	\$0.00		\$0.00	-\$42.48	12/21/2018	\$0.00			\$0.00	\$0.00	\$38.24
12/05/2018	\$29.03	01/01/2019	\$0.72	\$0.00		\$0.00		FC	\$42.48	\$42.48	\$80.72
11/26/2018	\$0.00		\$0.00	-\$50.05	11/26/2018	\$0.00			\$0.00	\$0.00	\$50.97
11/01/2018	\$36.71	11/30/2018	\$0.91	\$0.00		\$0.00		FC	\$50.35	\$50.05	\$101.02
10/16/2018	\$0.00		\$0.00	-\$78.00	10/16/2018	\$0.00			\$0.00	-\$0.30	\$63.40
10/05/2018	\$63.87	10/29/2018	\$1.10	\$0.00		\$0.00		FC	\$77.70	\$77.70	\$141.40
10/04/2018	\$0.00		\$0.00	-\$77.00	10/04/2018	\$0.00			\$0.00	\$52.19	\$76.43
09/06/2018	\$77.08	09/28/2018	\$1.08	\$0.00		\$0.00			\$0.00	\$129.19	\$153.43
08/23/2018	\$0.00		\$0.00	-\$111.34	08/23/2018	\$0.00			\$0.00	\$51.03	\$75.27
08/06/2018	\$62.83	08/30/2018	\$0.00	\$0.00		\$0.00		FC	\$70.90	\$162.37	\$186.61
07/31/2018	\$0.00		\$0.00	\$0.00		\$12.44	NSF CHARGE		\$0.00	\$91.47	\$123.78
07/31/2018	\$0.00		\$0.00	\$0.00		\$79.03	NSF CHECK		\$0.00	\$79.03	\$111.34
07/27/2018	\$0.00		\$0.00	-\$79.03	07/27/2018	\$0.00			\$0.00	\$0.00	\$32.31
07/09/2018	\$76.30	08/01/2018	\$0.00	\$0.00		\$0.00		FC	\$84.37	\$79.03	\$111.34
07/10/2018	\$0.00		\$0.00	\$0.00		-\$3.91			\$0.00	-\$5.34	\$35.04
07/10/2018	\$0.00		\$0.00	\$0.00		-\$2.00			\$0.00	-\$1.43	\$38.95
06/14/2018	\$0.00		\$0.00	-\$53.59	06/14/2018	\$0.00			\$0.00	\$0.00	\$40.38
06/06/2018	\$44.87	07/02/2018	\$0.65	\$0.00		\$0.00		FC	\$53.59	\$53.59	\$93.97
<b>Totals</b>	\$472.70		\$4.81	-\$586.47							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): TAVONDA HASKINS

Account Number: 0450616529

Service Address: 707 E FERRELL ST C  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$75.05	05/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	-\$9.15	\$75.05
05/06/2019	\$0.00		\$0.00	-\$83.78	05/06/2019	\$0.00			\$0.00	-\$84.20	\$0.00
04/05/2019	\$40.37	05/01/2019	\$0.60	\$0.00		\$0.00			\$0.00	-\$0.42	\$83.78
04/03/2019	\$0.00		\$0.00	-\$89.74	04/03/2019	\$0.00			\$0.00	-\$41.39	\$42.81
03/07/2019	\$41.55	04/01/2019	\$1.26	\$0.00		\$0.00			\$0.00	\$48.35	\$132.55
02/05/2019	\$43.76	03/01/2019	\$0.64	\$0.00		\$0.00			\$0.00	\$5.54	\$89.74
02/04/2019	\$0.00		\$0.00	-\$178.98	02/04/2019	\$0.00			\$0.00	-\$38.86	\$45.34
01/05/2019	\$42.62	01/31/2019	\$0.00	\$0.00		\$0.00		FC	\$70.67	\$140.12	\$224.32
01/08/2019	\$0.00		\$0.00	\$0.00		-\$6.75			\$0.00	\$69.45	\$181.70
01/08/2019	\$0.00		\$0.00	\$0.00		-\$3.45			\$0.00	\$76.20	\$188.45
12/05/2018	\$46.85	01/01/2019	\$2.03	\$0.00		\$0.00		FC	\$76.93	\$76.93	\$189.18

12/04/2018	\$0.00		\$0.00	-\$94.51	12/04/2018	\$0.00			\$0.00	\$0.00	\$140.30
11/01/2018	\$64.01	11/30/2018	\$2.45	\$0.00		\$0.00		FC	\$94.51	\$94.51	\$234.81
11/05/2018	\$0.00		\$0.00	-\$169.00	11/05/2018	\$0.00			\$0.00	\$168.35	\$168.35
10/05/2018	\$135.75	10/29/2018	\$2.91	\$0.00		\$0.00			\$0.00	\$337.35	\$337.35
10/02/2018	\$0.00		\$0.00	-\$159.65	10/02/2018	\$0.00			\$0.00	\$198.69	\$198.69
09/06/2018	\$196.36	09/28/2018	\$2.33	\$0.00		\$0.00			\$0.00	\$358.34	\$358.34
08/30/2018	\$0.00		\$0.00	-\$178.50	08/30/2018	\$0.00			\$0.00	\$159.65	\$159.65
08/06/2018	\$131.65	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$338.15	\$338.15
08/01/2018	\$0.00		\$0.00	\$0.00		-\$62.00	ADJUST DEPOSIT		\$0.00	\$206.50	\$206.50
07/27/2018	\$0.00		\$0.00	-\$337.93	07/27/2018	\$0.00			\$0.00	\$268.50	\$206.50
07/09/2018	\$258.10	08/08/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$606.43	\$544.43
07/17/2018	\$0.00		\$0.00	\$0.00		-\$12.19			\$0.00	\$348.33	\$348.33
07/17/2018	\$0.00		\$0.00	\$0.00		-\$6.22			\$0.00	\$360.52	\$360.52
07/17/2018	\$0.00		\$0.00	-\$82.15	07/17/2018	\$0.00			\$0.00	\$366.74	\$366.74
07/17/2018	\$0.00		\$0.00	\$0.00		\$22.77	RECONNECT CHARGE		\$0.00	\$448.89	\$448.89
06/06/2018	\$163.39	07/02/2018	\$3.60	\$0.00		\$0.00		FC	\$256.62	\$420.08	\$420.08

Totals            \$1,239.46                            \$15.82            -\$1,374.24

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): LISA M TISDALE

Account Number: 0245716527

Service Address: 711 E FERRELL ST D  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/08/2019	\$61.95	05/31/2019	\$0.40	\$0.00		\$0.00			\$0.00	\$55.97	\$91.82
04/29/2019	\$0.00		\$0.00	-\$68.00	04/29/2019	\$0.00			\$0.00	-\$6.38	\$29.47
04/05/2019	\$29.35	05/01/2019	\$0.93	\$0.00		\$0.00			\$0.00	\$61.62	\$97.47
03/07/2019	\$33.43	04/01/2019	\$0.46	\$0.00		\$0.00			\$0.00	\$31.34	\$67.19
02/05/2019	\$36.03	03/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	-\$2.55	\$33.30
02/07/2019	\$0.00		\$0.00	\$0.00		-\$2.39	DEPOSIT INT APPLY		\$0.00	-\$38.58	-\$2.73
02/06/2019	\$0.00		\$0.00	-\$86.00	02/06/2019	\$0.00			\$0.00	-\$36.19	-\$0.34
01/15/2019	\$0.00		\$0.00	-\$102.00	01/15/2019	\$0.00			\$0.00	\$49.81	\$85.66
01/05/2019	\$40.16	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$151.81	\$187.66
01/08/2019	\$0.00		\$0.00	\$0.00		-\$2.35			\$0.00	\$111.65	\$147.50

01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.19			\$0.00	\$114.00	\$149.85
12/05/2018	\$46.08	01/01/2019	\$1.45	\$0.00		\$0.00			\$0.00	\$113.07	\$148.92
11/09/2018	\$0.00		\$0.00	-\$101.00	11/09/2018	\$0.00			\$0.00	\$65.54	\$101.39
11/02/2018	\$49.09	11/30/2018	\$2.18	\$0.00		\$0.00		FC	\$69.18	\$166.54	\$202.39
10/05/2018	\$79.37	10/29/2018	\$1.02	\$0.00		\$0.00		FC	\$98.30	\$97.36	\$151.12
10/04/2018	\$0.00		\$0.00	-\$110.00	10/04/2018	\$0.00			\$0.00	-\$0.94	\$70.73
09/06/2018	\$90.57	09/28/2018	\$1.29	\$0.00		\$0.00		FC	\$109.77	\$109.06	\$180.73
09/05/2018	\$0.00		\$0.00	-\$133.00	09/05/2018	\$0.00			\$0.00	-\$0.71	\$88.87
08/07/2018	\$114.38	08/30/2018	\$0.00	\$0.00		\$0.00		FC	\$132.29	\$132.29	\$221.87
08/07/2018	\$0.00		\$0.00	-\$108.00	08/07/2018	\$0.00			\$0.00	\$107.49	\$107.49
07/09/2018	\$118.42	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$215.49	\$215.49
07/10/2018	\$0.00		\$0.00	\$0.00		-\$1.56			\$0.00	\$97.07	\$97.07
07/10/2018	\$0.00		\$0.00	\$0.00		-\$0.80			\$0.00	\$98.63	\$98.63
06/13/2018	\$0.00		\$0.00	-\$33.00	06/13/2018	\$0.00			\$0.00	\$98.04	\$98.04
06/06/2018	\$54.11	07/02/2018	\$1.06	\$0.00		\$0.00			\$0.00	\$131.04	\$131.04

Totals            \$752.94                            \$8.79            -\$741.00

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**





## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): SHAKIDA K HINES

Account Number: 0428269534

Service Address: 713 E FERRELL ST D  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$58.98	05/31/2019	\$0.77	\$0.00		\$0.00		FC	\$69.07	\$69.07	\$115.72
04/22/2019	\$0.00		\$0.00	-\$57.00	04/22/2019	\$0.00			\$0.00	\$55.97	\$55.97
04/05/2019	\$27.98	05/01/2019	\$1.16	\$0.00		\$0.00		FC	\$55.09	\$112.97	\$112.97
03/07/2019	\$32.73	04/01/2019	\$0.70	\$0.00		\$0.00		FC	\$59.35	\$57.88	\$83.83
03/04/2019	\$0.00		\$0.00	-\$45.00	03/04/2019	\$0.00			\$0.00	-\$1.47	\$50.40
02/05/2019	\$30.79	03/01/2019	\$0.89	\$0.00		\$0.00		FC	\$57.60	\$43.53	\$95.40
02/04/2019	\$0.00		\$0.00	-\$65.00	02/04/2019	\$0.00			\$0.00	-\$14.07	\$63.72
01/05/2019	\$31.75	01/31/2019	\$0.00	\$0.00		\$0.00		FC	\$57.67	\$50.93	\$128.72
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.43	DEPOSIT INT APPLY		\$0.00	\$55.48	\$96.97
01/08/2019	\$0.00		\$0.00	\$0.00		-\$4.15			\$0.00	\$56.91	\$98.40

01/08/2019	\$0.00		\$0.00	\$0.00					\$0.00	\$61.06	\$102.55
12/20/2018	\$0.00		\$0.00	-\$1.50	12/20/2018	\$0.00			\$0.00	\$61.72	\$103.21
12/20/2018	\$0.00		\$0.00	-\$7.00	12/20/2018	\$0.00			\$0.00	\$63.22	\$104.71
12/20/2018	\$0.00		\$0.00	-\$96.00	12/20/2018	\$0.00			\$0.00	\$70.22	\$111.71
12/05/2018	\$40.71	01/01/2019	\$2.35	\$0.00		\$0.00		FC	\$84.55	\$166.22	\$207.71
11/01/2018	\$38.39	11/30/2018	\$1.79	\$0.00		\$0.00		FC	\$81.67	\$81.67	\$164.65
11/05/2018	\$0.00		\$0.00	-\$126.00	11/05/2018	\$0.00			\$0.00	\$124.47	\$124.47
10/04/2018	\$65.76	10/29/2018	\$2.35	\$0.00		\$0.00			\$0.00	\$250.47	\$230.47
09/04/2018	\$98.46	09/28/2018	\$0.87	\$0.00		\$0.00			\$0.00	\$182.36	\$162.36
08/24/2018	\$0.00		\$0.00	-\$288.00	08/24/2018	\$0.00			\$0.00	\$83.03	\$83.03
08/24/2018	\$0.00		\$0.00	\$0.00		\$22.77	RECONNECT CHARGE		\$0.00	\$371.03	\$371.03
08/06/2018	\$80.41	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$348.26	\$348.26
07/09/2018	\$152.49	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$267.85	\$267.85
07/10/2018	\$0.00		\$0.00	\$0.00					\$0.00	\$115.36	\$115.36
07/10/2018	\$0.00		\$0.00	\$0.00					\$0.00	\$121.40	\$121.40
07/03/2018	\$0.00		\$0.00	-\$59.00	07/03/2018	\$0.00			\$0.00	\$122.70	\$122.70
06/06/2018	\$122.23	07/02/2018	\$0.84	\$0.00		\$0.00			\$0.00	\$181.70	\$181.70
<b>Totals</b>	\$780.68		\$11.72	-\$744.50							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): REVA HELMS

Account Number: 0177866795

Service Address: 717 E FERRELL ST B  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$44.05	05/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$44.05	\$44.05
05/03/2019	\$0.00		\$0.00	-\$33.03	05/03/2019	\$0.00			\$0.00	\$0.00	\$0.00
04/05/2019	\$33.03	05/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$33.03	\$33.03
04/04/2019	\$0.00		\$0.00	-\$35.55	04/04/2019	\$0.00			\$0.00	\$0.00	\$0.00
04/04/2019	\$0.00		\$0.00	\$0.00		\$1.00	ES INIT DONATION		\$0.00	\$35.55	\$35.55
03/07/2019	\$34.55	04/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$34.55	\$34.55
03/01/2019	\$0.00		\$0.00	-\$36.81	03/01/2019	\$0.00			\$0.00	\$0.00	\$0.00
02/05/2019	\$36.81	03/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$36.81	\$36.81
02/01/2019	\$0.00		\$0.00	-\$32.79	02/01/2019	\$0.00			\$0.00	\$0.00	\$0.00
01/05/2019	\$36.42	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$32.79	\$32.79

01/08/2019	\$0.00		\$0.00	\$0.00		-\$2.40			\$0.00	-\$3.63	-\$3.63
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.23			\$0.00	-\$1.23	-\$1.23
01/03/2019	\$0.00		\$0.00	-\$37.80	01/03/2019	\$0.00			\$0.00	\$0.00	\$0.00
12/05/2018	\$37.80	01/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$37.80	\$37.80
12/05/2018	\$0.00		\$0.00	-\$35.70	12/05/2018	\$0.00			\$0.00	\$0.00	\$0.00
11/01/2018	\$35.70	11/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$35.70	\$35.70
11/05/2018	\$0.00		\$0.00	-\$46.70	11/05/2018	\$0.00			\$0.00	\$0.00	\$0.00
10/04/2018	\$46.70	10/29/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$46.70	\$46.70
10/03/2018	\$0.00		\$0.00	-\$79.11	10/03/2018	\$0.00			\$0.00	\$0.00	\$0.00
09/04/2018	\$79.11	09/28/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$79.11	\$79.11
08/31/2018	\$0.00		\$0.00	-\$58.67	08/31/2018	\$0.00			\$0.00	\$0.00	\$0.00
08/06/2018	\$58.67	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$58.67	\$58.67
07/16/2018	\$0.00		\$0.00	-\$70.79	07/16/2018	\$0.00			\$0.00	\$0.00	\$0.00
07/09/2018	\$77.13	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$70.79	\$70.79
07/10/2018	\$0.00		\$0.00	\$0.00		-\$4.20			\$0.00	-\$6.34	-\$6.34
07/10/2018	\$0.00		\$0.00	\$0.00		-\$2.14			\$0.00	-\$2.14	-\$2.14
06/12/2018	\$0.00		\$0.00	-\$77.60	06/12/2018	\$0.00			\$0.00	\$0.00	\$0.00
06/06/2018	\$46.52	07/02/2018	\$0.42	\$0.00		\$0.00			\$0.00	\$77.60	\$77.60
<b>Totals</b>	\$566.49		\$0.42	-\$544.55							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): ESTHER A MANTEZ

Account Number: 0129931150

Service Address: 721 E FERRELL ST B  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$ 100.60	05/31/2019	\$0.55	\$0.00		\$0.00			\$0.00	\$ 140.80	\$ 140.80
04/05/2019	\$39.67	05/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$39.65	\$39.65
04/03/2019	\$0.00		\$0.00	-\$33.00	04/03/2019	\$0.00			\$0.00	-\$0.02	-\$0.02
03/07/2019	\$41.79	04/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$32.98	\$32.98
03/01/2019	\$0.00		\$0.00	-\$150.00	03/01/2019	\$0.00			\$0.00	-\$8.81	-\$8.81
02/05/2019	\$44.10	03/01/2019	\$0.65	\$0.00		\$0.00			\$0.00	\$141.19	\$90.70
02/01/2019	\$0.00		\$0.00	-\$119.00	02/01/2019	\$0.00			\$0.00	\$96.44	\$45.95
01/12/2019	\$0.00		\$0.00	\$0.00		-\$5.10	BASE RATE TRF TO		\$0.00	\$215.44	\$108.44
01/05/2019	\$99.95	01/31/2019	\$0.94	\$0.00		\$0.00			\$0.00	\$220.54	\$113.54
12/05/2018	\$104.96	01/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$119.65	\$66.65

12/03/2018	\$0.00		\$0.00	-\$50.00	12/03/2018	\$0.00			\$0.00	\$14.69	\$14.69
11/01/2018	\$103.84	11/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$64.69	\$50.84
10/26/2018	\$0.00		\$0.00	-\$75.00	10/26/2018	\$0.00			\$0.00	-\$39.15	-\$39.15
10/23/2018	\$0.00		\$0.00	\$0.00		\$14.41	CONNECT CHARGE		\$0.00	\$35.85	\$35.85
10/12/2018	\$0.00		\$0.00	\$0.00		\$21.44	DIRECT TRANSFER-TO		\$0.00	\$21.44	\$21.44

**Totals**            \$534.91                            \$2.14            -\$427.00

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): ASHLEY GRANT

Account Number: 0139231096

Service Address: 721 E FERRELL ST C  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$40.38	05/31/2019	\$0.32	\$0.00		\$0.00			\$0.00	\$64.45	\$64.45
05/03/2019	\$0.00		\$0.00	-\$27.92	05/03/2019	\$0.00			\$0.00	\$23.75	\$23.75
04/05/2019	\$23.37	05/01/2019	\$0.38	\$0.00		\$0.00			\$0.00	\$51.67	\$51.67
03/07/2019	\$27.92	04/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$27.92	\$27.92
03/08/2019	\$0.00		\$0.00	-\$31.81	03/08/2019	\$0.00			\$0.00	\$0.00	\$0.00
02/08/2019	\$0.00		\$0.00	-\$26.50	02/08/2019	\$0.00			\$0.00	\$31.81	\$31.81
02/08/2019	\$0.00		\$0.00	\$0.00		-\$0.36	CAN LATE PYMT CHRG		\$0.00	\$58.31	\$58.31
02/05/2019	\$31.81	03/01/2019	\$0.36	\$0.00		\$0.00			\$0.00	\$58.67	\$58.67
01/12/2019	\$0.00		\$0.00	\$0.00		-\$2.39	BASE RATE TRF TO		\$0.00	\$26.50	\$26.50
01/12/2019	\$0.00		\$0.00	\$0.00		-\$0.55	BASE RATE TRF TO		\$0.00	\$28.89	\$28.89

01/05/2019	\$30.56	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$29.44	\$29.44
01/08/2019	\$0.00		\$0.00	\$0.00		-\$0.75			\$0.00	-\$1.12	-\$1.12
01/08/2019	\$0.00		\$0.00	\$0.00		-\$0.37			\$0.00	-\$0.37	-\$0.37
01/04/2019	\$0.00		\$0.00	-\$66.68	01/04/2019	\$0.00			\$0.00	\$0.00	\$0.00
12/05/2018	\$30.14	01/01/2019	\$0.49	\$0.00		\$0.00		FC	\$66.68	\$66.68	\$66.68
12/07/2018	\$0.00		\$0.00	-\$37.00	12/07/2018	\$0.00			\$0.00	\$36.05	\$36.05
11/01/2018	\$25.71	11/30/2018	\$0.66	\$0.00		\$0.00			\$0.00	\$73.05	\$73.05
10/29/2018	\$0.00		\$0.00	-\$68.91	10/29/2018	\$0.00			\$0.00	\$46.68	\$46.68
10/05/2018	\$45.69	10/29/2018	\$0.99	\$0.00		\$0.00			\$0.00	\$115.59	\$115.59
10/02/2018	\$0.00		\$0.00	-\$53.97	10/02/2018	\$0.00			\$0.00	\$68.91	\$68.91
09/06/2018	\$68.14	09/28/2018	\$0.77	\$0.00		\$0.00			\$0.00	\$122.88	\$122.88
08/31/2018	\$0.00		\$0.00	-\$118.00	08/31/2018	\$0.00			\$0.00	\$53.97	\$53.97
08/07/2018	\$54.42	08/30/2018	\$0.00	\$0.00		\$0.00		FC	\$86.75	\$171.97	\$171.97
07/14/2018	\$0.00		\$0.00	\$0.00		-\$8.32	BASE RATE TRF TO		\$0.00	\$85.22	\$117.55
07/14/2018	\$0.00		\$0.00	\$0.00		-\$0.15	BASE RATE TRF TO		\$0.00	\$93.54	\$125.87
07/09/2018	\$60.45	08/01/2018	\$0.91	\$0.00		\$0.00		FC	\$93.69	\$93.69	\$126.02
07/05/2018	\$0.00		\$0.00	-\$65.00	07/05/2018	\$0.00			\$0.00	\$64.66	\$64.66
06/06/2018	\$45.53	07/02/2018	\$1.17	\$0.00		\$0.00		FC	\$71.93	\$129.66	\$129.66

Totals \$484.12 \$6.05 -\$495.79

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan





## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): TAVOKEYA D HARRIS

Account Number: 0056349095

Service Address: 725 E FERRELL ST C  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$18.66	06/05/2019	\$0.20	\$0.00		\$0.00			\$0.00	\$34.50	\$34.50
04/05/2019	\$7.76	05/01/2019	\$0.10	\$0.00		\$0.00			\$0.00	\$15.64	\$15.64
03/06/2019	\$7.78	04/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$7.78	\$7.78
03/01/2019	\$0.00		\$0.00	-\$84.55	03/01/2019	\$0.00			\$0.00	\$0.00	\$0.00
02/05/2019	\$7.78	03/01/2019	\$1.06	\$0.00		\$0.00			\$0.00	\$84.55	\$84.55
01/05/2019	\$27.19	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$75.71	\$75.71
01/08/2019	\$0.00		\$0.00	\$0.00		-\$2.13			\$0.00	\$48.52	\$48.52
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.07			\$0.00	\$50.65	\$50.65
01/02/2019	\$0.00		\$0.00	\$0.00		\$22.77	RECONNECT CHARGE		\$0.00	\$51.33	\$51.33
12/31/2018	\$0.00		\$0.00	-\$112.00	12/31/2018	\$0.00			\$0.00	\$28.56	\$28.56

12/05/2018	\$27.80	01/01/2019	\$1.55	\$0.00		\$0.00			\$0.00	\$140.56	\$140.56
11/01/2018	\$20.43	11/30/2018	\$1.26	\$0.00		\$0.00			\$0.00	\$111.21	\$111.21
10/05/2018	\$40.36	10/29/2018	\$0.69	\$0.00		\$0.00			\$0.00	\$89.52	\$89.52
09/06/2018	\$49.67	09/28/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$48.47	\$48.47
09/06/2018	\$0.00		\$0.00	\$0.00		-\$1.20	DEPOSIT INT APPLY		\$0.00	-\$1.20	-\$1.20
08/22/2018	\$0.00		\$0.00	-\$195.96	08/22/2018	\$0.00			\$0.00	\$0.00	\$0.00
08/07/2018	\$51.79	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$195.96	\$195.96
07/09/2018	\$69.83	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$144.17	\$144.17
07/10/2018	\$0.00		\$0.00	\$0.00		-\$4.86			\$0.00	\$74.34	\$74.34
07/10/2018	\$0.00		\$0.00	\$0.00		-\$2.48			\$0.00	\$79.20	\$79.20
06/06/2018	\$32.81	07/02/2018	\$0.63	\$0.00		\$0.00			\$0.00	\$80.58	\$80.58
<b>Totals</b>	\$361.86		\$5.49	-\$392.51							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): TIFFANY L WALKER

Account Number: 0062419833

Service Address: 725 E FERRELL ST D  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$55.35	05/31/2019	\$0.79	\$0.00		\$0.00			\$0.00	\$113.85	\$113.85
04/24/2019	\$0.00		\$0.00	-\$50.00	04/24/2019	\$0.00			\$0.00	\$57.71	\$57.71
04/05/2019	\$29.81	05/01/2019	\$1.08	\$0.00		\$0.00			\$0.00	\$107.71	\$107.71
03/07/2019	\$30.40	04/01/2019	\$0.31	\$0.00		\$0.00			\$0.00	\$76.82	\$76.82
02/22/2019	\$0.00		\$0.00	-\$65.96	02/22/2019	\$0.00			\$0.00	\$46.11	\$46.11
02/22/2019	\$0.00		\$0.00	\$0.00		\$22.77	RECONNECT CHARGE		\$0.00	\$112.07	\$84.07
02/05/2019	\$22.83	03/01/2019	\$0.51	\$0.00		\$0.00			\$0.00	\$89.30	\$61.30
02/01/2019	\$0.00		\$0.00	-\$50.00	02/01/2019	\$0.00			\$0.00	\$65.96	\$37.96
01/12/2019	\$0.00		\$0.00	\$0.00		-\$4.20	BASE RATE TRF TO		\$0.00	\$115.96	\$40.39
01/05/2019	\$45.77	01/31/2019	\$0.30	\$0.00		\$0.00			\$0.00	\$120.16	\$40.39

12/05/2018	\$51.32	01/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$74.09	\$22.32
	\$29.00		\$0.00	\$0.00		\$0.00			\$0.00	\$22.77	\$0.00
10/22/2018	\$0.00		\$0.00	\$0.00		\$22.77	RECONNECT CHARGE		\$0.00	-\$6.23	-\$6.23
10/19/2018	\$0.00		\$0.00	-\$191.73	10/19/2018	\$0.00			\$0.00	-\$29.00	-\$29.00
10/19/2018	\$0.00		\$0.00	\$0.00		\$162.73	AMT TRANSFER- TO		\$0.00	\$162.73	\$162.73

**Totals**      \$264.48                      \$2.99      -\$357.69

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): VALERIE R RUDD

Account Number: 0336961735

Service Address: 705 E FERRELL ST B  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/30/2019	\$0.00		\$0.00	-\$147.04	05/30/2019	\$0.00			\$0.00	\$0.00	\$0.00
05/07/2019	\$85.20	05/31/2019	\$0.87	\$0.00		\$0.00			\$0.00	\$147.04	\$147.04
04/18/2019	\$0.00		\$0.00	-\$70.00	04/18/2019	\$0.00			\$0.00	\$60.97	\$60.97
04/05/2019	\$65.57	05/01/2019	\$0.92	\$0.00		\$0.00			\$0.00	\$130.97	\$130.97
03/06/2019	\$64.85	04/01/2019	\$0.00	\$0.00		\$0.00		FC	\$196.14	\$64.48	\$64.48
03/08/2019	\$0.00		\$0.00	-\$57.00	03/08/2019	\$0.00			\$0.00	-\$131.66	-\$0.37
02/06/2019	\$56.63	03/01/2019	\$0.00	\$0.00		\$0.00		FC	\$187.92	-\$74.66	\$56.63
01/30/2019	\$0.00		\$0.00	-\$338.78	01/30/2019	\$0.00			\$0.00	-\$262.58	\$0.00
01/25/2019	\$0.00		\$0.00	-\$93.88	01/25/2019	\$0.00			\$0.00	\$76.20	\$338.78
01/12/2019	\$0.00		\$0.00	\$0.00		-\$15.68	BASE RATE TRF TO		\$0.00	\$170.08	\$432.66

01/05/2019	\$54.47	01/31/2019	\$0.00	\$0.00		\$0.00		FC	\$185.76	\$185.76	\$448.34
01/03/2019	\$0.00		\$0.00	-\$394.00	01/03/2019	\$0.00			\$0.00	\$393.87	\$393.87
12/14/2018	\$0.00		\$0.00	\$0.00		\$516.00	DIRECT TRANSFER-TO		\$0.00	\$787.87	\$787.87
12/14/2018	\$0.00		\$0.00	\$0.00		\$257.46	DIRECT TRANSFER-TO		\$0.00	\$271.87	\$787.87
12/13/2018	\$0.00		\$0.00	\$0.00		\$14.41	CONNECT CHARGE		\$0.00	\$14.41	\$14.41
<b>Totals</b>	\$326.72		\$1.79	-\$1,100.70							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): BEN L JOHNSON

Account Number: 0284417193

Service Address: 709 E FERRELL ST A  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$39.49	05/31/2019	\$0.44	\$0.00		\$0.00			\$0.00	\$71.57	\$71.57
04/05/2019	\$31.64	05/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$31.64	\$31.64
04/08/2019	\$0.00		\$0.00	-\$45.11	04/08/2019	\$0.00			\$0.00	\$0.00	\$0.00
03/07/2019	\$45.11	04/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$45.11	\$45.11
03/06/2019	\$0.00		\$0.00	-\$36.14	03/06/2019	\$0.00			\$0.00	\$0.00	\$0.00
02/05/2019	\$38.20	03/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$36.14	\$36.14
02/04/2019	\$0.00		\$0.00	-\$68.00	02/04/2019	\$0.00			\$0.00	-\$2.06	-\$2.06
01/05/2019	\$34.53	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$65.94	\$65.94
01/08/2019	\$0.00		\$0.00	\$0.00		-\$0.74			\$0.00	\$31.41	\$31.41
01/08/2019	\$0.00		\$0.00	\$0.00		-\$0.38			\$0.00	\$32.15	\$32.15
12/05/2018	\$32.04	01/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$32.09	\$32.09

12/03/2018	\$0.00		\$0.00	-\$83.73	12/03/2018	\$0.00			\$0.00	\$0.05	\$0.05
11/01/2018	\$29.03	11/30/2018	\$0.44	\$0.00		\$0.00			\$0.00	\$83.78	\$83.78
11/02/2018	\$0.00		\$0.00	-\$111.00	11/02/2018	\$0.00			\$0.00	\$54.31	\$54.31
11/02/2018	\$0.00		\$0.00	\$0.00		\$22.77	RECONNECT CHARGE		\$0.00	\$165.31	\$165.31
10/04/2018	\$40.56	10/29/2018	\$1.42	\$0.00		\$0.00			\$0.00	\$142.54	\$142.54
09/04/2018	\$45.91	09/28/2018	\$0.76	\$0.00		\$0.00			\$0.00	\$100.56	\$100.56
08/06/2018	\$46.83	08/30/2018	\$0.00	\$0.00		\$0.00		FC	\$86.57	\$53.89	\$53.89
08/06/2018	\$0.00		\$0.00	-\$133.00	08/06/2018	\$0.00			\$0.00	-\$32.68	\$7.06
07/09/2018	\$60.91	08/01/2018	\$0.67	\$0.00		\$0.00		FC	\$101.32	\$100.32	\$108.92
07/09/2018	\$0.00		\$0.00	-\$82.00	07/09/2018	\$0.00			\$0.00	\$78.48	\$47.34
06/06/2018	\$89.34	07/02/2018	\$0.38	\$0.00		\$0.00			\$0.00	\$160.48	\$75.72
06/04/2018	\$0.00		\$0.00	-\$88.00	06/04/2018	\$0.00			\$0.00	\$70.76	\$28.00

**Totals**      \$533.59                      \$4.11      -\$646.98

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**





## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): TIA S HARGROVE

Account Number: 0163344161

Service Address: 717 E FERRELL ST A  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$82.57	05/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$82.00	\$82.00
04/22/2019	\$0.00		\$0.00	-\$120.00	04/22/2019	\$0.00			\$0.00	-\$0.57	-\$0.57
04/05/2019	\$41.49	05/01/2019	\$1.08	\$0.00		\$0.00			\$0.00	\$119.43	\$119.43
03/07/2019	\$38.68	04/01/2019	\$0.53	\$0.00		\$0.00			\$0.00	\$76.86	\$76.86
02/05/2019	\$39.21	03/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$37.65	\$37.65
01/28/2019	\$0.00		\$0.00	-\$40.00	01/28/2019	\$0.00			\$0.00	-\$1.56	-\$1.56
01/05/2019	\$41.97	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$38.44	\$38.44
01/08/2019	\$0.00		\$0.00	\$0.00		-\$0.83			\$0.00	-\$3.53	-\$3.53
01/08/2019	\$0.00		\$0.00	\$0.00		-\$0.42			\$0.00	-\$2.70	-\$2.70
12/27/2018	\$0.00		\$0.00	-\$42.00	12/27/2018	\$0.00			\$0.00	-\$2.28	-\$2.28
12/05/2018	\$41.16	01/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$39.72	\$39.72

11/29/2018	\$0.00		\$0.00	-\$59.00	11/29/2018	\$0.00			\$0.00	-\$1.44	-\$1.44
11/01/2018	\$58.30	11/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$57.56	\$57.56
11/01/2018	\$0.00		\$0.00	-\$84.00	11/01/2018	\$0.00			\$0.00	-\$0.74	-\$0.74
10/05/2018	\$83.82	10/29/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$83.26	\$83.26
10/04/2018	\$0.00		\$0.00	-\$91.00	10/04/2018	\$0.00			\$0.00	-\$0.56	-\$0.56
09/06/2018	\$90.44	09/28/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$90.44	\$90.44
08/23/2018	\$0.00		\$0.00	-\$82.07	08/23/2018	\$0.00			\$0.00	\$0.00	\$0.00
08/07/2018	\$88.38	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$82.07	\$82.07
07/26/2018	\$0.00		\$0.00	-\$120.00	07/26/2018	\$0.00			\$0.00	-\$6.31	-\$6.31
07/09/2018	\$114.07	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$113.69	\$113.69
06/28/2018	\$0.00		\$0.00	-\$74.00	06/28/2018	\$0.00			\$0.00	-\$0.38	-\$0.38
06/06/2018	\$58.62	07/02/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$73.62	\$73.62

**Totals**                      \$778.71                      \$1.61                      -\$712.07

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): TIFFANY COUSIN

Account Number: 9995797199

Service Address: 727 E FERRELL ST A  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$72.43	05/31/2019	\$0.80	\$0.00		\$0.00			\$0.00	\$131.62	\$131.62
04/05/2019	\$28.10	05/01/2019	\$0.41	\$0.00		\$0.00			\$0.00	\$58.39	\$58.39
04/01/2019	\$0.00		\$0.00	-\$63.00	04/01/2019	\$0.00			\$0.00	\$29.88	\$29.88
03/07/2019	\$30.55	04/01/2019	\$0.85	\$0.00		\$0.00			\$0.00	\$92.88	\$92.88
02/05/2019	\$31.27	03/01/2019	\$0.41	\$0.00		\$0.00			\$0.00	\$61.48	\$61.48
01/05/2019	\$35.87	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$29.80	\$29.80
01/08/2019	\$0.00		\$0.00	\$0.00		-\$3.49			\$0.00	-\$6.07	-\$6.07
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.76			\$0.00	-\$2.58	-\$2.58
12/31/2018	\$0.00		\$0.00	-\$89.00	12/31/2018	\$0.00			\$0.00	-\$0.82	-\$0.82
12/05/2018	\$34.38	01/01/2019	\$0.75	\$0.00		\$0.00		FC	\$88.73	\$88.18	\$88.18
11/30/2018	\$0.00		\$0.00	-\$90.00	11/30/2018	\$0.00			\$0.00	-\$0.55	\$53.05

11/01/2018	\$40.40	11/30/2018	\$1.45	\$0.00		\$0.00		FC	\$95.45	\$89.45	\$143.05
11/01/2018	\$0.00		\$0.00	-\$115.00	11/01/2018	\$0.00			\$0.00	\$101.20	\$101.20
10/05/2018	\$64.64	10/29/2018	\$2.15	\$0.00		\$0.00			\$0.00	\$216.20	\$216.20
09/06/2018	\$74.55	09/28/2018	\$1.06	\$0.00		\$0.00			\$0.00	\$149.41	\$149.41
08/31/2018	\$0.00		\$0.00	-\$144.00	08/31/2018	\$0.00			\$0.00	\$73.80	\$73.80
08/07/2018	\$74.36	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$217.80	\$217.80
07/09/2018	\$82.79	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$143.44	\$143.44
07/11/2018	\$0.00		\$0.00	\$0.00		-\$6.01			\$0.00	\$60.65	\$60.65
07/11/2018	\$0.00		\$0.00	\$0.00		-\$3.08			\$0.00	\$66.66	\$66.66
06/29/2018	\$0.00		\$0.00	-\$79.00	06/29/2018	\$0.00			\$0.00	\$68.75	\$68.75
06/06/2018	\$67.84	07/02/2018	\$1.10	\$0.00		\$0.00			\$0.00	\$147.75	\$147.75

Totals \$637.18 \$8.98 -\$580.00

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): TIA S HARGROVE

Account Number: 0015973472

Service Address: 727 E FERRELL ST C  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$96.03	05/31/2019	\$1.54	\$0.00		\$0.00		FC	\$115.64	\$115.64	\$206.02
04/24/2019	\$0.00		\$0.00	-\$109.00	04/24/2019	\$0.00			\$0.00	\$30.77	\$108.45
04/05/2019	\$54.35	05/01/2019	\$2.29	\$0.00		\$0.00		FC	\$82.52	\$139.77	\$217.45
03/07/2019	\$50.85	04/01/2019	\$1.54	\$0.00		\$0.00		FC	\$78.27	\$57.25	\$160.81
02/27/2019	\$0.00		\$0.00	-\$100.00	02/27/2019	\$0.00			\$0.00	-\$21.02	\$108.42
02/05/2019	\$52.72	03/01/2019	\$2.20	\$0.00		\$0.00		FC	\$80.80	\$78.98	\$208.42
01/22/2019	\$0.00		\$0.00	-\$157.00	01/22/2019	\$0.00			\$0.00	\$153.50	\$153.50
01/12/2019	\$0.00		\$0.00	\$0.00		-\$1.82	BASE RATE TRF TO		\$0.00	\$310.50	\$310.50
01/05/2019	\$54.56	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$312.32	\$312.32
01/08/2019	\$0.00		\$0.00	\$0.00		-\$7.76			\$0.00	\$257.76	\$257.76

01/08/2019	\$0.00		\$0.00	\$0.00		-\$3.98			\$0.00	\$265.52	\$265.52
12/05/2018	\$64.12	01/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$265.66	\$265.66
12/07/2018	\$0.00		\$0.00	\$0.00		-\$1.97	DEPOSIT INT APPLY		\$0.00	\$201.54	\$201.54
11/01/2018	\$69.47	11/30/2018	\$1.88	\$0.00		\$0.00			\$0.00	\$200.61	\$200.61
10/19/2018	\$0.00		\$0.00	-\$302.00	10/19/2018	\$0.00			\$0.00	\$129.26	\$129.26
10/05/2018	\$124.89	10/29/2018	\$4.41	\$0.00		\$0.00			\$0.00	\$431.26	\$431.26
09/19/2018	\$0.00		\$0.00	-\$250.27	09/19/2018	\$0.00			\$0.00	\$301.96	\$301.96
09/06/2018	\$164.00	09/28/2018	\$5.58	\$0.00		\$0.00			\$0.00	\$552.23	\$552.23
08/07/2018	\$132.38	08/30/2018	\$0.00	\$0.00		\$0.00		FC	\$186.28	\$382.65	\$382.65
07/14/2018	\$0.00		\$0.00	\$0.00		-\$22.97	BASE RATE TRF TO		\$0.00	\$196.37	\$250.27
07/09/2018	\$175.76	08/01/2018	\$0.00	\$0.00		\$0.00		FC	\$229.66	\$219.34	\$273.24
07/10/2018	\$0.00		\$0.00	\$0.00		-\$7.68			\$0.00	-\$10.32	\$97.48
07/10/2018	\$0.00		\$0.00	\$0.00		-\$3.92			\$0.00	-\$2.64	\$105.16
07/06/2018	\$0.00		\$0.00	-\$200.00	07/06/2018	\$0.00			\$0.00	-\$0.29	\$107.51
06/06/2018	\$145.22	07/02/2018	\$2.31	\$0.00		\$0.00		FC	\$201.43	\$199.71	\$307.51

**Totals**      \$1,184.35                      \$21.75      -\$1,118.27

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s):STEPHANIE ROSS

Account Number: 0020538674

Service Address: 727 E FERRELL ST D  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/15/2019	\$0.00		\$0.00	-\$42.00	05/15/2019	\$0.00			\$0.00	\$60.87	\$60.87
05/07/2019	\$60.80	05/31/2019	\$0.58	\$0.00		\$0.00			\$0.00	\$102.87	\$102.87
04/05/2019	\$41.49	05/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$41.49	\$41.49
04/04/2019	\$0.00		\$0.00	-\$45.04	04/04/2019	\$0.00			\$0.00	\$0.00	\$0.00
03/07/2019	\$42.01	04/01/2019	\$0.04	\$0.00		\$0.00			\$0.00	\$45.04	\$45.04
03/08/2019	\$0.00		\$0.00	-\$42.35	03/08/2019	\$0.00			\$0.00	\$2.99	\$2.99
02/05/2019	\$45.34	03/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$45.34	\$45.34
02/04/2019	\$0.00		\$0.00	-\$35.89	02/04/2019	\$0.00			\$0.00	\$0.00	\$0.00
01/05/2019	\$40.94	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$35.89	\$35.89
01/08/2019	\$0.00		\$0.00	\$0.00		-\$3.34			\$0.00	-\$5.05	-\$5.05
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.71			\$0.00	-\$1.71	-\$1.71

01/07/2019	\$0.00		\$0.00	-\$50.66	01/07/2019	\$0.00			\$0.00	\$0.00	\$0.00
12/05/2018	\$49.65	01/01/2019	\$0.01	\$0.00		\$0.00			\$0.00	\$50.66	\$50.66
12/07/2018	\$0.00		\$0.00	-\$172.78	12/07/2018	\$0.00			\$0.00	\$1.00	\$1.00
11/01/2018	\$47.75	11/30/2018	\$1.79	\$0.00		\$0.00			\$0.00	\$173.78	\$173.78
10/31/2018	\$0.00		\$0.00	-\$72.01	10/31/2018	\$0.00			\$0.00	\$124.24	\$124.24
10/05/2018	\$70.22	10/29/2018	\$1.79	\$0.00		\$0.00			\$0.00	\$196.25	\$196.25
09/14/2018	\$0.00		\$0.00	-\$88.08	09/14/2018	\$0.00			\$0.00	\$124.24	\$124.24
09/06/2018	\$86.29	09/28/2018	\$1.79	\$0.00		\$0.00			\$0.00	\$212.32	\$212.32
08/23/2018	\$0.00		\$0.00	-\$29.00	08/23/2018	\$0.00			\$0.00	\$124.24	\$124.24
08/07/2018	\$75.49	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$153.24	\$153.24
07/26/2018	\$0.00		\$0.00	-\$30.00	07/26/2018	\$0.00			\$0.00	\$77.75	\$77.75
07/12/2018	\$0.00		\$0.00	-\$48.00	07/12/2018	\$0.00			\$0.00	\$107.75	\$107.75
07/09/2018	\$89.51	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$155.75	\$155.75
07/10/2018	\$0.00		\$0.00	\$0.00		-\$6.63			\$0.00	\$66.24	\$66.24
07/10/2018	\$0.00		\$0.00	\$0.00		-\$3.36			\$0.00	\$72.87	\$72.87
06/29/2018	\$0.00		\$0.00	-\$2.00	06/29/2018	\$0.00			\$0.00	\$75.15	\$75.15
06/14/2018	\$0.00		\$0.00	-\$49.00	06/14/2018	\$0.00			\$0.00	\$77.15	\$77.15
06/06/2018	\$77.38	07/02/2018	\$0.68	\$0.00		\$0.00			\$0.00	\$126.15	\$126.15
<b>Totals</b>	\$726.87		\$6.68	-\$706.81							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**





## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): TIFFANY CHERELLE BERRY

Account Number: 0415664697

Service Address: 713 E FERRELL ST C  
SOUTH HILL, VA 23970

Current Date: 6/3/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan Due	Acct. Bal.
05/07/2019	\$44.52	05/31/2019	\$0.36	\$0.00		\$0.00			\$0.00	\$71.42	\$71.42
05/02/2019	\$0.00		\$0.00	-\$25.00	05/02/2019	\$0.00			\$0.00	\$26.54	\$26.54
04/05/2019	\$25.55	05/01/2019	\$0.35	\$0.00		\$0.00			\$0.00	\$51.54	\$51.54
03/06/2019	\$25.64	04/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$25.64	\$25.64
03/05/2019	\$0.00		\$0.00	-\$191.57	03/05/2019	\$0.00			\$0.00	\$0.00	\$0.00
02/12/2019	\$0.00		\$0.00	-\$120.00	02/12/2019	\$0.00			\$0.00	\$191.57	\$131.57
02/06/2019	\$61.03	03/01/2019	\$3.22	\$0.00		\$0.00			\$0.00	\$311.57	\$251.57
01/12/2019	\$0.00		\$0.00	\$0.00		-\$11.01	BASE RATE TRF TO		\$0.00	\$247.32	\$217.32
01/11/2019	\$0.00		\$0.00	-\$120.00	01/11/2019	\$0.00			\$0.00	\$258.33	\$228.33
01/05/2019	\$63.45	01/31/2019	\$0.76	\$0.00		\$0.00			\$0.00	\$378.33	\$318.33

12/11/2018	\$0.00		\$0.00	\$0.00		\$231.12	DIRECT TRANSFER-TO		\$0.00	\$314.12	\$284.12
12/05/2018	\$68.59	01/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$83.00	\$53.00
11/05/2018	\$0.00		\$0.00	\$0.00		\$14.41	CONNECT CHARGE		\$0.00	\$14.41	\$14.41
<b>Totals</b>	\$288.78		\$4.69	-\$456.57							

**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

**Print Page**



## Past Billing, Payment, & Usage

### Dominion Energy Virginia

Account Name(s): FATIMAH A CALHOUN

Account Number: 0395033384

Service Address: 713 E FERRELL ST A  
SOUTH HILL, VA 23970

Current Date: 6/4/2019

### Billing and Payment Statement

Meter Read Date	Bill Amount	Due Date	Late Payment	Payment Amount	Payment Date	ADJ.	ADJ. Desc.	Plan Desc.	Plan Due	Total Plan
05/07/2019	\$40.06	05/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$39
04/05/2019	\$47.24	05/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	-\$0
03/06/2019	\$42.59	04/01/2019	\$0.00	\$0.00		\$0.00			\$0.00	-\$47
03/08/2019	\$0.00		\$0.00	\$0.00		-\$118.14	DEPS & INT APPLY		\$0.00	-\$90
02/20/2019	\$0.00		\$0.00	-\$74.65	02/20/2019	\$0.00			\$0.00	\$27
02/06/2019	\$26.39	03/01/2019	\$1.01	\$0.00		\$0.00			\$0.00	\$102

01/05/2019	\$27.30	01/31/2019	\$0.00	\$0.00		\$0.00			\$0.00	\$74
01/08/2019	\$0.00		\$0.00	\$0.00		-\$1.08			\$0.00	\$47
01/08/2019	\$0.00		\$0.00	\$0.00		-\$0.55			\$0.00	\$48
12/05/2018	\$25.58	01/01/2019	\$0.30	\$0.00		\$0.00			\$0.00	\$48
11/19/2018	\$0.00		\$0.00	-\$55.45	11/19/2018	\$0.00			\$0.00	\$22
11/01/2018	\$21.70	11/30/2018	\$0.75	\$0.00		\$0.00			\$0.00	\$77
10/04/2018	\$21.72	10/29/2018	\$0.45	\$0.00		\$0.00			\$0.00	\$58
09/04/2018	\$27.82	09/28/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$33
08/06/2018	\$24.65	08/30/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$5
08/03/2018	\$0.00		\$0.00	-\$80.00	08/03/2018	\$0.00			\$0.00	-\$15
07/09/2018	\$64.35	08/01/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$60
07/10/2018	\$0.00		\$0.00	\$0.00		-\$0.55			\$0.00	-\$3
07/10/2018	\$0.00		\$0.00	\$0.00		-\$0.28			\$0.00	-\$2
06/25/2018	\$0.00		\$0.00	-\$30.00	06/25/2018	\$0.00			\$0.00	-\$2
06/06/2018	\$27.90	07/02/2018	\$0.00	\$0.00		\$0.00			\$0.00	\$27
<b>Totals</b>	\$397.30		\$2.51	-\$240.10						

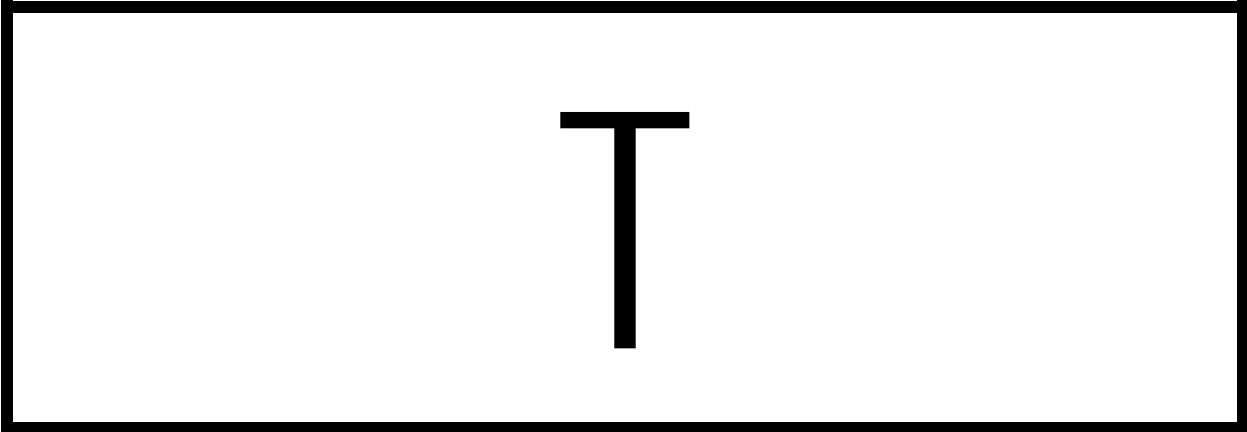
**Plan Description:**

- BBP - Budget Bill Plan
- FX - Fixed Pay Plan
- FC - Fixed Plus Current Pay Plan
- FB - Fixed Plus Budget Pay Plan

S

Supportive Housing  
Certification

This deal does not require  
information behind this tab.



T

Funding Documentation

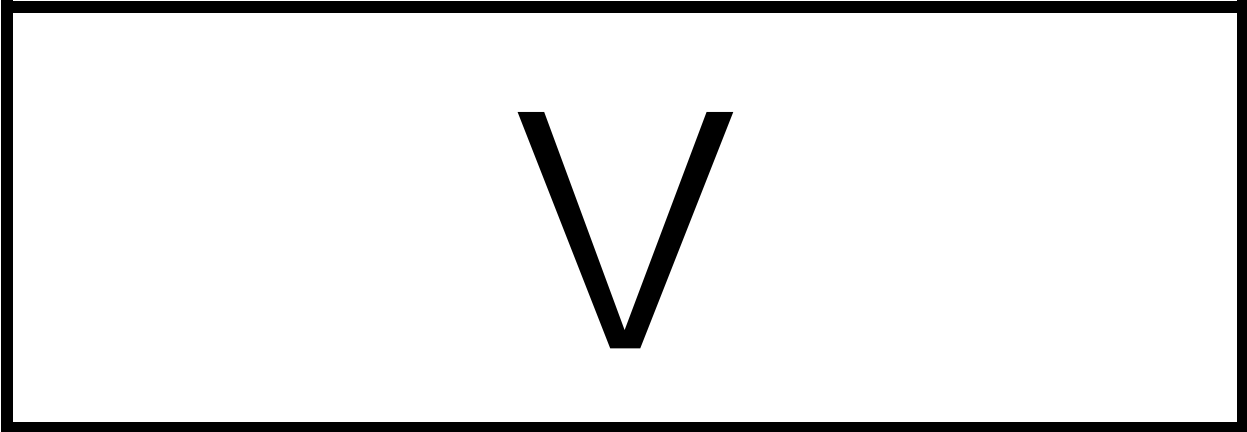
This deal does not require  
information behind this tab.



U

Documentation to  
Request Exception to  
Restriction-Pools with  
Little/No Increase in Rent  
Burdened Population

This deal does not require  
information behind this tab.



V

Nonprofit or LHA Purchase  
Option or Right of First  
Refusal

After Recordation Return to:

NFP Affordable Housing Corp.  
4405 E W Hwy #309  
Bethesda, MD 20814  
Attention: Richard H. Edson

Parcel Record Number: 24348

## **REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT**

THIS REAL ESTATE RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement"), made and entered into as of February 26, 2020, by and between SOUTH HILL PARTNERS, LLC, a Virginia limited liability company ("Seller"), and NFP AFFORDABLE HOUSING CORP., a Delaware nonprofit corporation ("Purchaser"), provides as follows:

### **RECITALS:**

- A. Seller is the owner of, or has agreed to purchase, the "Property" (as hereafter defined).
- B. Subject to the terms and conditions hereafter set forth, Seller desires to grant to Purchaser, and Purchaser desires to obtain from Seller, the exclusive right and right of first refusal to purchase the Property, on the terms as hereafter provided.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions and undertakings herein set forth, Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and covenant and agree as follows:

1. **DEFINITIONS.** In addition to any other terms defined elsewhere in this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

A. "Operating Agreement" shall mean the Amended and Restated Operating Agreement of the Seller, as the same may be amended from time to time.

B. "Property" shall mean that certain piece or parcel of real estate located on 719 East Ferrell Street (also known as 719 Ferrell Crescent Street), Town of South Hill, Mecklenburg County, Virginia, and more particularly described on Exhibit A, attached and made a part hereof, together with all appurtenances, rights, privileges and easements in any way benefiting, belonging, or appertaining to the Property, together with all buildings and improvements located on the Property, including, without limitation, the multi-family apartment building commonly known as Mecklenburg Manor, containing 51 residential units (the "Improvements"), together with all mechanical systems, fixtures, equipment, compressors, engines, elevators and escalators, all

electrical systems, fixtures and equipment, heating fixtures, systems and equipment, air conditioning fixtures, systems and equipment and plumbing fixtures, systems and equipment.

C. "Settlement" shall mean the closing of the purchase and sale of the Property pursuant to the provisions of this Agreement, which shall occur on the Settlement Date.

D. "Settlement Date" shall mean that certain date thirty (30) days after the exercise of the Right of First Refusal, or such extended date as may be agreed in writing by Seller and Purchaser.

E. "Compliance Period" shall mean the "compliance period" set forth in the Rules and Regulations for Allocation of Low-Income Housing Tax Credits, 13 VAC 10-180 et seq, as published in the Virginia Housing Development Authority, Low-Income Housing Tax Credit Program, 2020 Application Manual, including all amendments thereto and clarifications thereof (the "Regulations"), and as set forth in the Seller's application for a reservation of a low-income housing tax credits pursuant to the Regulations.

2. **GRANT OF RIGHT OF FIRST REFUSAL.** Upon the terms and conditions hereafter set forth, Seller hereby grants to Purchaser the exclusive right and right of first refusal (the "Right of First Refusal") to purchase from Seller the Property.

3. **DURATION OF THE RIGHT OF FIRST REFUSAL.** On or before a date that is one hundred eighty (180) days prior to the expiration of the Compliance Period, Seller shall give written notice to Purchaser of Purchaser's right to exercise the Right of First Refusal (the "Exercise Notice"). The term of the Right of First Refusal shall begin on the date Seller gives to Purchaser the Exercise Notice and shall end ninety (90) days after the last day of the Compliance Period (the "Right of First Refusal Period"). Purchaser shall not have the right to exercise the Right of First Refusal at any time before or after the Right of First Refusal Period.

4. **EXERCISE OF THE RIGHT OF FIRST REFUSAL.** Purchaser may elect to exercise the Right of First Refusal at any time during the Right of First Refusal Period by giving written notice of exercise to Seller. If the Right of First Refusal is exercised as provided herein, this Agreement shall become and constitute a binding contract for the purchase and sale of the Property on the terms and conditions hereafter set forth.

5. **PURCHASE AND SALE OF THE LAND.** If the Right of First Refusal is exercised as provided herein, then, upon the terms and conditions hereafter set forth, Seller hereby agrees to sell and convey the Property to Purchaser, and Purchaser hereby agrees to acquire and purchase the Property from Seller.

6. **PURCHASE PRICE.**

A. **Amount of Purchase Price Under the Right of First Refusal.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be an amount equal to the sum of (i) the principal amount of outstanding indebtedness secured by the Property, all

other loans from Seller's partners or its affiliates, any accrued interest on any of such debts plus any and all payments, costs, sums, charges and liabilities owed to such lenders (the "Indebtedness"), (ii) the Exit Taxes, and (iii) amounts owed to the Seller's investor members under the terms of the Operating Agreement ("Investor Member Payables"). For purposes of this Agreement, "Exit Taxes" shall mean all Federal, state and local taxes attributable to such sale, including those incurred or to be incurred by Seller's investor members and their partners or members. Seller shall provide Purchaser with satisfactory evidence, including a proper accounting, of the amounts of the Indebtedness and Exit Taxes for the purpose of calculating the Purchase Price. In no event shall the Purchase Price be less than the minimum purchase price defined in Section 42(i)(7)(B) of the Internal Revenue Code.

B. Payment of Purchase Price. The Purchase Price shall be payable at the Settlement in cash, by wire transfer or by cashier's or certified check.

7. SETTLEMENT. Settlement shall occur on the Settlement Date in the offices of Seller's attorney, or at such other place as the parties may agree in writing. Possession of the Property shall be given to Purchaser at Settlement. Except as otherwise provided in this Agreement, Purchaser agrees to accept the Property at Settlement in "as is" condition.

8. TITLE. Within ten (10) days after the effective exercise of the Right of First Refusal, Purchaser shall, at its expense, cause an examination of title to the Property to be made and shall advise Seller of those exceptions to title to the Property that render such title unmarketable. Any exceptions to title to the Property that do not render such title unmarketable, or of which Purchaser does not so notify Seller, shall hereafter be referred to as "Permitted Exceptions". Within ten (10) days after receiving such notice from Purchaser, Seller shall notify Purchaser of Seller's election (i) to cure such exceptions, in which event Seller shall cure such exceptions promptly and at its expense, or (ii) not to cure such exceptions, in which event Purchaser shall either waive such condition and proceed to purchase the Property as provided herein or terminate this Agreement. If Purchaser so elects to terminate, this Agreement shall be of no further force and effect and the parties shall have no further rights or obligations hereunder. If Seller elects to remove, or cause the removal of, title exceptions as provided herein, the Settlement Date shall, if agreed by Purchaser, be extended for such time as Seller and Purchaser may agree. Unless Seller expressly agrees to do so, Seller shall have no obligation to cure or remove any title exceptions.

9. DUE DILIGENCE.

A. Purchaser's Tests and Inspections. Purchaser shall have the right during the Right of First Refusal Period and upon 24 hours prior notice to Seller (which notice may be oral or written) to enter upon the Property and to perform, at its expense, economic, engineering, topographic, environmental, survey and marketing tests or any other studies, tests and due diligence as Purchaser elects. During the Right of First Refusal Period, Seller agrees to make available to Purchaser for inspection any and all engineering studies and surveys relating to the Property that are in Seller's possession and control. Purchaser agrees to indemnify against and hold Seller harmless from any claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, attorneys' fees, arising from entry upon the Property by Purchaser,

or any agents, contractors, or employees of Purchaser. Purchaser, at its own expense, shall promptly repair any damage to the Property caused by Purchaser's tests, surveys, studies and due diligence.

B. Copies of Tests and Studies. Purchaser shall deliver to Seller copies of the written results of such tests, surveys, studies and due diligence obtained during the Right of First Refusal Period.

C. Survey. Purchaser, at Purchaser's Right of First Refusal and expense, may arrange for the preparation of a survey of the Property (the "Survey") prior to Settlement.

10. **SETTLEMENT DELIVERIES**.

A. Seller's Deliveries. At Settlement, Seller shall deliver to Purchaser all of the following documents and instruments each of which shall have been duly executed on behalf of Seller, where appropriate.

1. A special warranty deed (the "Deed") dated as of the Settlement Date conveying fee simple title to the Property free and clear of any monetary liens on the Property but subject to the Permitted Exceptions.

2. Appropriate resolutions or other consents of the Seller, authorizing (a) the execution of this Agreement on behalf of Seller and all other documents and instruments to be executed by Seller hereunder, and (b) the performance by Seller of Seller's obligations hereunder and under each of the other documents and instruments referred to herein.

3. A Certification of Non-Foreign Status pursuant to Section 1445 of the Internal Revenue Code that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and related regulations), and applicable federal and state tax reporting certificates.

4. The originals of all leases affecting the Property (the "Leases").

5. An assignment and assumption agreement dated as of the Settlement Date assigning to Purchaser the Leases and such management agreements, service contracts and other agreements relating to the Property that are not terminated by Seller on or before the Settlement Date.

6. Tenant notification letters, dated as of the Settlement Date, notifying the tenants of the Property that the Property has been sold to Purchaser and directing such tenants to pay rentals to Purchaser (or Purchaser's designated agent).

7. An amount of cash (or a settlement statement credit adjustment) equal to the sum of the tenants' security deposits held by Seller.

B. Purchaser's Deliveries. At Settlement, Purchaser shall pay or deliver to Seller all of the following (each of which shall have been duly executed on behalf of Purchaser, where appropriate).

1. Appropriate resolutions or certificates of Purchaser, authorizing (a) the execution of this Agreement on behalf of Purchaser and all other documents and instruments to be executed by Purchaser hereunder, and (b) the performance by Purchaser of Purchaser's obligations hereunder and under each of the other documents and instruments referred to herein.

2. The Purchase Price as provided in Section 6 hereof.

11. **SETTLEMENT COSTS: PRORATED ITEMS AND ADJUSTMENTS.**

A. Settlement Costs. Purchaser shall pay all costs of closing and transfer of the Property including the cost of the Survey, the title examination and the title insurance premium, all legal fees and all recording taxes and fees in connection with the recordation of the Deed.

B. Prorations. At Settlement, the following adjustments and prorations shall be computed as of the Settlement Date, and, as hereafter set forth, the cash portion of the Purchase Price shall be adjusted to reflect such prorations:

1. All rents from the Property (including without limitation, any prorata payments by tenants with respect to taxes, operating expenses and utility fees) earned and attributable to the period prior to and including the Settlement Date will be retained by Seller to the extent that such rents have been collected on or before the Settlement Date. Rents (including any such prorata payments) earned and attributable to the period after the Settlement Date will be paid to Purchaser, and, if received by Seller, will be paid by Seller promptly to Purchaser. Rents received by Purchaser within ninety (90) days after Settlement that were earned and attributable to the period prior to and including the Settlement Date will be paid promptly to Seller; provided, however, that all rents received by Purchaser shall be credited to the obligations of tenants in direct order of maturity, beginning with the first due.

2. At Settlement, Seller, at no expense to Purchaser, shall transfer to Purchaser (i) in cash, all security and other deposits and fees as to the Leases and all interest required by law or by the Leases to be accrued or paid thereon, and (ii) all rights to such deposits and fees owed by Tenants pursuant to the Leases but not paid to Seller.

3. Real property taxes shall be apportioned between Purchaser and Seller as of the Settlement Date based on the ratio of the number of days in the tax period for which such taxes are paid to the number of days in such period (a) before and including the Settlement Date (with respect to which Seller shall be responsible) and (b) after the



Settlement Date (with respect to which Purchaser shall be responsible). All special assessments and other similar charges that have become a lien upon all or any portion of the Property as of the Settlement Date shall be apportioned as of the Settlement Date in the same manner as real property taxes. If after Settlement any proration is determined to have been inaccurate, the parties will make the proper adjustment payment or payments.

4. All prepayments or payments made or payments due under the management, service and other agreements assumed by Purchaser shall be prorated as of the Settlement Date in the manner provided in subparagraph 3 hereof for the proration of real property taxes.

5. All other charges and fees customarily prorated and adjusted in similar transactions shall be prorated and adjusted as of the Settlement Date in the manner provided in subparagraph 3 hereof. If accurate prorations and other adjustments cannot be made at Settlement because current bills are not obtainable, the parties shall prorate as of the Settlement Date on the best available information, subject to adjustment upon receipt of the final bills. Seller shall use its best efforts to have the utility meters read on the date preceding the Settlement Date so as to determine the proration of current utility bills. In all cases where the utility company involved will permit, charges for utilities serving the Property shall be billed separately to Seller for the period prior to and including the Settlement Date and to Purchaser for the period after the Settlement Date. Any utility charges not so separately billed shall be prorated as of the Settlement Date. All other income and operating expenses of the Property will be prorated as of the Settlement Date. If after Settlement, any proration is determined to have been inaccurate, the parties will make the proper adjustment payment or payments.

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

A. **Authority.** Purchaser (i) is duly organized and validly existing, and (ii) has the authority (a) to execute and deliver this agreement and all other documents and instruments to be executed and delivered hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to purchase the Property in accordance with the terms and conditions hereof. All necessary actions have been taken by Purchaser to confer upon the persons executing this Agreement, and all documents that are contemplated hereby on Purchaser's behalf, the power and authority to do so.

B. **Qualified Non-Profit Organization.** Purchaser is an organization described in Section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986, as amended, and exempt from taxation under Section 501(1) of the Code, whose purposes include the fostering of low-income housing, and is a "qualified non-profit organization" as that term is defined in the Regulations.

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

A. **Authority.** Seller (i) is a duly organized and validly existing limited liability company under the laws of the Commonwealth of Virginia and (ii) has the power and authority (a) to execute and deliver this Agreement and all other documents and instruments to be executed and delivered by it hereunder, and (b) to perform its obligations hereunder and under such other documents and instruments in order to sell the Property in accordance with the terms and conditions hereof. All necessary actions have been taken to confer upon the person executing this Agreement, and all documents that are contemplated hereby on Seller's behalf, the power and authority to do so.

B. **Compliance with Laws.** Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable statute, law, ordinance, rule or regulation. There is no action, suit, proceeding or investigation pending or, to Seller's knowledge, overtly threatened against Seller that would prevent the transaction contemplated by this Agreement or that would become a cloud on the title to the Property or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto.

C. **Conflict With Other Instruments and Agreements.** Neither the execution of this Agreement by Seller nor the consummation by Seller of the transaction contemplated hereby will (i) conflict with, or result in a breach of, any provision of Seller's Operating Agreement or (ii) conflict with, result in a breach of any term of, or in the termination of, or accelerate any instrument or agreement to which Seller is a party, or by which it may be bound. Seller is not a party to and is not bound by any sales contract, option agreement, right of first refusal agreement or other contract or agreement providing for the sale or other conveyance by Seller of the Property or any portion thereof.

14. **CONDITIONS PRECEDENT.**

A. **Conditions for the Protection of Seller.** It shall be a condition precedent to Seller's obligation to provide the Exercise Notice, sell the Property and to perform its other obligations hereunder that each and every one of the conditions set forth under this Section 14(A) shall have been satisfied at or before Settlement, and Seller agrees to use reasonable good faith efforts to obtain each of the following.

1. Seller shall have obtained an allocation of Low-Income Housing Tax Credits from the Virginia Housing Development Authority in connection with the Property and in an amount acceptable to Seller by November 1, 2020.

2. Seller shall have obtained financing in an amount, and on terms, acceptable to Seller for the acquisition of the Property and the construction of the Improvements by November 1, 2020.

3. Seller shall have rehabilitated the Improvements and the same shall be occupied pursuant to duly authorized certificates of occupancy issued by the appropriate governmental authorities by December 31, 2022.

4. Seller's manager/managing member, Gateway South Hill, LLC (the "Managing Member"), is not in default under its obligations in Operating Agreement or the Managing Member has not been removed in accordance with the terms of the Operating Agreement.

B. The Seller's Right to Terminate. Except as otherwise set forth above, if any condition set forth above is not satisfied within the Compliance Period, Seller shall have the right to terminate this Agreement and its obligation to sell the Property, in which event neither party shall have any further liability or obligation hereunder.

C. Conditions for the Protection of Purchaser. In the event Seller desires to refinance the Improvements, Seller shall give Purchaser thirty (30) days prior written notice (the "Refinancing Notice") of such proposed refinancing and Purchaser shall have the right to reject such proposed refinancing by giving written notice to Seller within fifteen (15) days after the giving of the Refinancing Notice.

15. **CONDEMNATION AND RISK OF LOSS.**

A. Condemnation. In the event of condemnation or receipt of notice of condemnation of all of the Property, or any portion thereof, prior to the Settlement Date, Seller shall give written notice to Purchaser promptly after Seller receives such notice or otherwise learns of such condemnation or conveyance in lieu thereof. If all of the Property is, or is to be, condemned, this Agreement shall terminate immediately. If a material portion of the Property is, or is to be, condemned or taken, Purchaser, at its option, may elect either (a) to terminate this Agreement effective upon written notice to Seller not later than ten (10) days after receipt of notice from Seller, or (b) not to terminate this Agreement and proceed to Settlement, in which event the condemnation proceeds shall be applied as a credit to the Indebtedness.

B. Risk of Loss. The risk of loss or damage to the Property after the exercise of the Right of First Refusal and prior to the Settlement, by casualty, act of God or any other event, shall be upon Seller.

16. **REAL ESTATE COMMISSION.** Seller and Purchaser each hereby represents and warrants to the other that no broker, finder, real estate agent or other person has acted for or on its behalf in bringing about this Agreement, and each party hereby agrees to indemnify against and hold the other harmless from any claims, demands, losses, damages, liabilities, suits, actions, costs

and expenses, including, without limitation, attorneys' fees, incurred in connection with a breach by the indemnifying party of the preceding representation and warranty.

17. **DEFAULT.** If, after the exercise of the Right of First Refusal and prior to Settlement, Purchaser defaults in the performance of any of its obligations under this Agreement, Seller may, at the option of Seller, give Purchaser prompt written notice of such default, and, after ten (10) days written notice thereof (if Purchaser fails to cure such default within such time), Seller shall be entitled to all remedies at law and in equity with respect thereto, including, but not limited to, the right to specific performance of this Agreement and the right to recover Seller's attorneys' fees incurred in connection therewith.

18. **GENERAL PROVISIONS.**

A. **Completeness and Modification.** This Agreement constitutes the entire agreement between the parties as to the transactions contemplated herein and supersedes all prior and contemporaneous discussions, understandings and agreements between the parties.

B. **Assignments.** Purchaser may not assign its rights hereunder without the prior written consent of Seller, in Seller's sole discretion. Notwithstanding the above, the Purchaser's rights under this Agreement may be assigned to another "qualified non-profit organization", as defined in Regulations, at the option of the Purchaser, with the approval of the Virginia Housing Development Authority ("VHDA"), or in the event the Purchaser goes out of existence prior to the end of the Compliance Period, at the option of and upon the approval of VHDA.

C. **Recordation.** In the event the Seller receives an unconditional reservation of low-income housing tax credits from VHDA, pursuant to the Regulations, on the Property, then this Agreement shall be recorded in the Clerk's Office of the Circuit Court of the County of Mecklenburg, Virginia, at the Seller's expense.

D. **Survival.** Seller's representations, warranties, covenants and agreements made in, or pursuant to, this Agreement shall not survive Settlement and shall merge with the delivery and recordation of the Deed.

E. **Governing Law.** This Agreement and all documents and instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Virginia.

F. **Severability.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

G. **Notices.** Any notice expressly provided for or permitted under this Agreement shall be in writing, shall be given either manually or by mail, overnight delivery service, telegram,

radiogram or cable, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to such party at such address, whichever shall first occur. Any party and any representative designated below, by notice to the other party, may change its address for receiving such notices.

If to Seller:                    South Hill Partners, LLC  
   350C Fortune Terrace, Suite 202  
   Potomac, Maryland 20854  
   Attn: Lester Severe

If to Purchaser:                NFP Affordable Housing Corp.  
   4405 East West Highway, Suite 309  
   Bethesda, MD 20814  
   Attn: Executive Director

H.     Incorporation by Reference. All of the Exhibits attached or referred to herein and all documents in the nature of such Exhibits are by this reference incorporated herein and made a part of this Agreement.

I.     Interpretation. The section and paragraph headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. Wherever used herein, the singular number shall include the plural and vice versa, and the use of any gender shall include all other genders, all as the context may require.

J.     Business Days. If any action is required under the provisions of this Agreement to occur by a date that is a Saturday, Sunday or legal holiday, such date shall be extended to the first day thereafter that is not a Saturday, Sunday or legal holiday.

K.     Waiver. No waiver or purported waiver by Seller shall be valid against Seller unless it is in writing and signed by Seller.

[Signature Page Follows]

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

**SELLER:**

SOUTH HILL PARTNERS, LLC,  
a Virginia limited liability company

By: Gateway South Hill, LLC  
a Virginia limited liability company,  
Its Manager

By:  (SEAL)  
Lester Severe, Manager

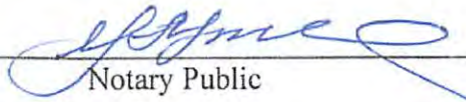
State OF Maryland )  
 )  
CITY/COUNTY OF Montgomery )

TO-WIT:

The foregoing instrument was acknowledged before me this 3 day of March, 2020, by Lester Severe, as Manager of Gateway South Hill, LLC, a Virginia limited liability company, Manager of South Hill Partners, LLC, a Virginia limited liability company, on its behalf.

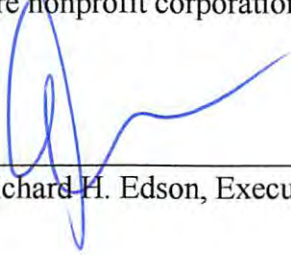
Galina Moshkovich  
NOTARY PUBLIC

My Commission Expires Montgomery County, Maryland  
My Comm. Expires June 01, 2020

  
Notary Public

**PURCHASER:**

NFP AFFORDABLE HOUSING CORP.,  
a Delaware nonprofit corporation


By:  \_\_\_\_\_ (SEAL)  
Richard H. Edson, Executive Director

State OF Maryland )  
  ) TO-WIT:  
CITY/COUNTY OF Anne Arundel )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 2020, by Richard H. Edson, Executive Director of NFP Affordable Housing Corp., on behalf of the corporation.

My Commission expires: June 12, 2023

TIFFANY LANQUETTE  
Notary Public-Maryland  
Anne Arundel County  
My Commission Expires  
June 12, 2023

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**




## EXHIBIT A

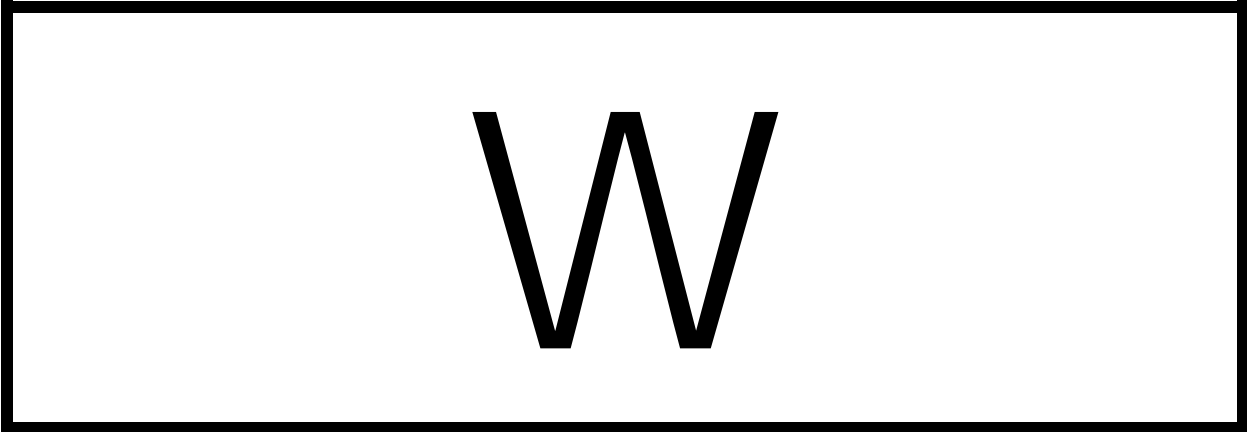
All that certain tract or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in the Town of South Hill, Mecklenburg County, Virginia, and more particularly described as follows:

**BEGINNING** at an iron 10 feet south of the center line of East Ferrell Street, at the northwestern corner of the property herein conveyed, as shown on the hereinafter referred to map; thence S 71 degrees 47' 42" E. 335.00 feet to an iron; thence S 39 degrees 56' 31" W 230.09 feet to an iron; thence S 37 degrees 43' 33" E 402.28 feet to an iron; thence S 18 degrees 04' 33" W 119.60 feet to an iron; thence N 71 degrees 55' 27" W 582.08 feet to an iron; thence N 18 degrees 04' 53" E 560.00 feet to the point and place of beginning, containing 5.19 acres, more or less, as shown on Plat of a Parcel of Land Containing 5.19 acres, Now or Formerly Belonging to Mecklenburg Manor Associates, Located within the Corporate Limits of The Town of South Hill, Mecklenburg County, Virginia, a copy of which plat is recorded in the Clerk's Office of the Circuit Court, Mecklenburg County, Virginia, in Deed Book 229, Page 300.

Being the same property conveyed to Mecklenburg Manor Associates, A Limited Partnership by deed dated June 1st, 1972 from Everett Freeman, Jr. and Lorane C. Freeman, his wife, Meredith B. Freeman and Mary J. Freeman, his wife, Nelson W. Freeman and Charlotte M. Freeman, his wife, and Thurman S. Freeman and Pearl K. Freeman, his wife, recorded in the aforesaid Clerk's Office in Deed Book 229, Page 296.



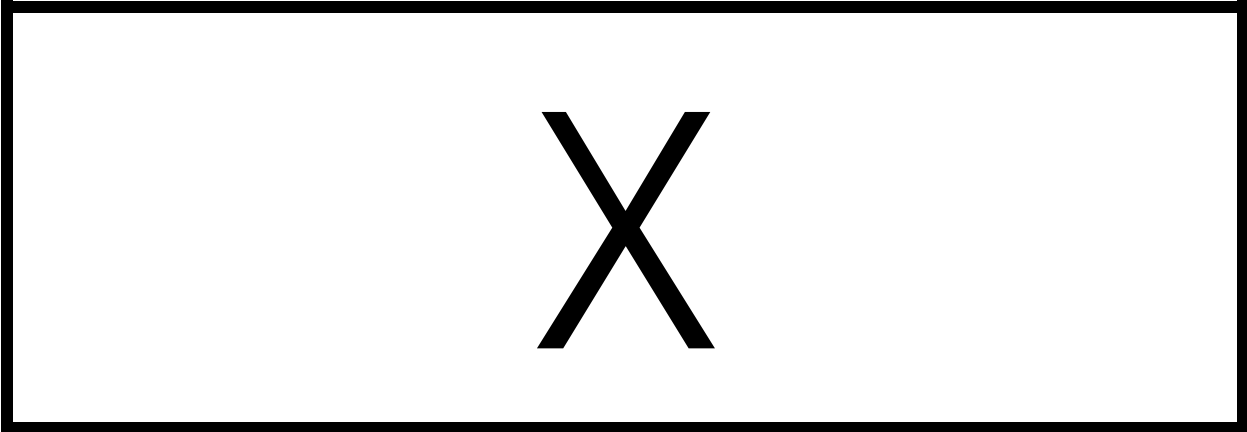
LS



W

(Reserved)

This deal does not require  
information behind this tab.



X

# Marketing Plan

For units meeting accessibility requirements of HUD section

504

# ***Mecklenburg Manor Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act***

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that Mecklenburg Manor will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Mecklenburg Manor. Gateway Management Services, LLC ("Gateway"), the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Gateway will be responsible for the development and management of community and resident services program.

## **I. Affirmative Marketing**

Gateway is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. Gateway, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Regional Manager of Gateway.

## **II. Marketing and Outreach**

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

### **1. Networking**

Gateway will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Area Center for Independent Living (434) 971-9629

- Virginia Board for People with Disabilities (804) 786-0016
- Virginia Department for Aging and Rehabilitative Services (434) 549-8210

Centers for Independent Living:

Disability Resource Center (540) 373-2559  
 Access Independence, Inc. (540) 662-4452  
 Horizon Behavior Health (434) 847-8035

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth:

- Unless prohibited by and applicable federal subsidy program.
- A "first preference" will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

## 2. Internet Search

Mecklenburg Manor will also be listed on the following websites:

[www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)  
[www.hud.gov](http://www.hud.gov)  
[www.craigslist.org](http://www.craigslist.org)  
[www.accessva.org](http://www.accessva.org)  
[www.dbhds.virginia.gov](http://www.dbhds.virginia.gov)

## 3. Print Media

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

## 4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. **Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.** Flyers will be

distributed to residents along with the resident newsletter announcing the tenant referral program.

## **5. Marketing Materials**

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

## **III. Public and Community Relations**

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Gateway encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

## **IV. Tenant Selection and Orientation**

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Hours of Operation: Management Office will be open Monday through Friday from 8:30am to 4:30pm. Applicants will be processed at the Management Office Tuesday, Wednesday and

Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

### **Tenant Selection Criteria**

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low- Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

### **Application Processing**

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit and no negative rental history and no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note - If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act.

Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication"



was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;

- There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
  - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
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- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which YOUR Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
  - Family composition must be compatible for units available on the property.
  - Applicants must receive satisfactory referrals from all previous Landlords.
  - Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
  - Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
  - Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
  - Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
  - Applicants must complete the Application for Lease and all verification forms truthfully.
  - Applicants must provide all information required by current Federal regulations and policies.
  - Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
  - Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
  - Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
  - Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.
  - Held Vacant for 60 Days

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an

ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.