2021 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits
Applications Must Be Received At VHDA No Later Than 12:00 PM
Richmond, VA Time On March 18, 2021

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

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

INSTRUCTIONS FOR THE
VIRGINIA 2021 LIHTC APPLICATION FOR RESERVATION

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

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

Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is 12:00 PM Richmond Virginia time on March 18, 2021. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

Please Note:

Applicants should submit all application materials in electronic format only.

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

► **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.

► Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.

► The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.

► Also note that some cells contain error messages such as "#DIV/0!" as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
JD Bondurant	johndavid.bondurant@virginiahousing.com	(804) 343-5725
Sheila Stone	sheila.stone@virginiahousing.com	(804) 343-5582
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Pamela Freeth	pamela.freeth@virginiahousing.com	(804) 343-5563
Aniyah Moaney	aniyah.moaney@virginiahousing.com	(804) 343-5518

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2021 Low-Income Housing Tax Credit Application For Reservation

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

- [X] $1,000 Application Fee **(MANDATORY)**
- [X] Electronic Copy of the Microsoft Excel Based Application **(MANDATORY)**
- [X] Scanned Copy of the **Signed** Tax Credit Application with Attachments (excluding market study and plans & specifications) **(MANDATORY)**
- [X] Electronic Copy of the Market Study **(MANDATORY - Application will be disqualified if study is not submitted with application)**
- [X] Electronic Copy of the Plans and Unit by Unit writeup **(MANDATORY)**
- [X] Electronic Copy of the Specifications **(MANDATORY)**
- [X] 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)**
- [X] Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement **(MANDATORY)**
- [X] Tab B: Virginia State Corporation Commission Certification **(MANDATORY)**
- [X] Tab C: Principal's Previous Participation Certification **(MANDATORY)**
- [X] Tab D: List of LIHTC Developments (Schedule A) **(MANDATORY)**
- [X] Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment **(MANDATORY)**
- [X] Tab F: RESNET Rater Certification **(MANDATORY)**
- [X] Tab G: Zoning Certification Letter **(MANDATORY)**
- [X] Tab H: Attorney's Opinion **(MANDATORY)**
- [X] Tab I: Nonprofit Questionnaire **(MANDATORY for points or pool)**

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

  -Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status

  -Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable)
- [X] Tab J: Relocation Plan and Unit Delivery Schedule **(MANDATORY)**

Tab K: Documentation of Development Location:

- [ ] K.1 Revitalization Area Certification
- [X] K.2 Location Map
- [X] 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
- [X] Tab P: Developer Experience documentation and Partnership agreements
- [X] Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property
- [X] Tab R: Documentation of Operating Budget and Utility Allowances
- [ ] Tab S: Supportive Housing Certification
- [T] Tab T: Funding Documentation
- [ ] Tab U: Documentation to Request Exception to Restriction-Pools With Little/No Increase in Rent Burdened Population
- [X] Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal
- [X] Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)
- [X] Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504
- [ ] Tab Y: Inducement Resolution for Tax Exempt Bonds

VHDA TRACKING NUMBER: 2021-C-66

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/18/2021

1. Development Name: Wellesley

2. Address (line 1): 51 Wellesley Drive
   Address (line 2):
   City: Newport News State: VA Zip: 23606

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 Newport News City

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

6. Development is located in the census tract of: 317.01

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** ..... FALSE

11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE

    (If 9, 10 or 11 are True, **Action**: Provide required form in **TAB K1**)

12. Development is located in a census tract with a poverty rate of.....

3%	10%	12%
FALSE	TRUE	FALSE

Enter only Numeric Values below:

13. Congressional District: 3
    Planning District: 23
    State Senate District: 1
    State House District: 94

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

Link to Virginia Housing's HOME - Select Virginia LIHTC Reference Map

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

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

Wellesley is the rehabilitation of a 3 story 40 unit elderly building in Newport News.

VHDA TRACKING NUMBER 2021-C-66

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT Application Date: 3/18/2021

16. **Local Needs and Support**

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

Chief Executive Officer's Name: Cynthia D Rohlf
Chief Executive Officer's Title: City Manager Phone: (757) 926-8411
Street Address: 2400 Washington Avenue
City: Newport News State: VA Zip: 23607

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

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: Non Profit Pool

   or

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

   For Tax Exempt Bonds, where are bonds being issued? [redacted]

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

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

   Definitions of types:

   a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2021.

   b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2021, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2021 credits pursuant to Section 42(h)(1)(E).

3. **Select Building Allocation type:** 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 Virginia Housing regarding the 4% tax exempt bond deal? FALSE

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

Total Units within 9% allocation request?	0
Total Units within 4% Tax Exempt allocation Request?	0
Total Units:	**0**
% of units in 4% Tax Exempt Allocation Request:	0.00%

6. **Extended Use Restriction**

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

   Must Select One: 30

   Definition of selection:

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

C. OWNERSHIP INFORMATION

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

1. Owner Information: *Must be an individual or legally formed entity.*

Owner Name: Wellesley Commons Apartments, LLC

Developer Name: Community Housing Partners Corporation

Contact: M/M ▶ Ms. First: Samantha MI: B Last: Brown

Address: 4915 Radford Avenue, Suite 300

City: Richmond St. ▶ VA Zip: 23230

Phone: (804) 614-2682 Ext. Fax: (804) 343-7208

Email address: sbrown@chpc2.org

Federal I.D. No. TBD (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.
Todd Collins, tcollins@chpc2.org, (804) 362-2108

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

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

Names **	Phone	Type Ownership	% Ownership
Community Housing Partners Corporation (CHPC)	(540) 382-2002	Investor Member	99.990%
Jeffrey K. Reed	(540) 382-2002	President of CHPC	
CHP Wellesley Commons Apartments, LLC	(540) 382-2002	Managing Member	0.010%
Community Housing Partners Corporation	(540) 382-2002	Sole Member of Ma	
Jeffrey K. Reed	(540) 382-2002	President of CHPC	
			0.000%
			0.000%

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

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

C. OWNERSHIP INFORMATION

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

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

a. as a controlling general partner or managing member, (i) at least three tax credit developments that contain at least three times the number of housing units in the proposed development or (ii) at least six tax credit developments. ..... TRUE
Action: Must be included on Virginia Housing Experienced LIHTC Developer List or provide copies of 8609s, partnership agreements and organizational charts **(Tab P)**

b. at least three deals as principal and have at $500,000 in liquid assets..... FALSE
Action: Must be included on the Vriginia Housing Experienced LIHTC Developer List or provide Audited Financial Statements and copies of 8609s **(Tab P)**

c. The development's principal(s), as a group or individually, have developed as controlling general partner or managing member, at least one tax credit development that contains at least the same number of units of this proposed development (can include Market units). ..... FALSE
Action: Must provide copies of 8609s and partnership agreements **(Tab P)**

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 4/30/2022

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 4/30/2022 .

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: Laurel Court Apartments, Inc.

Address: 448 Depot Street NE

City: Christiansburg St.: VA Zip: 24073

Contact Person: Jeffrey K. Reed Phone: (540) 382-2002

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.)

Names	Phone	Type Ownership	% Ownership
Jeffrey K. Reed	(540) 382-2002	President/Treasurer	
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

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

1. Tax Attorney:	Conrad Garcia	This is a Related Entity.		FALSE
Firm Name:	Williams Mullen			
Address:	200 S. 10th Street, Richmond, VA 23219			
Email:	cgarcia@williamsmullen.com	Phone:	(804) 420-6910	
2. Tax Accountant:	Kevin Rayfield	This is a Related Entity.		FALSE
Firm Name:	Dixon Hughes Goodman LLP			
Address:	1829 Eastchester Dr., High Point, NC 27265			
Email:	kevin.rayfield@dhg.com	Phone:	(336) 822-4364	
3. Consultant:	Gates Kellett Dunaway	This is a Related Entity.		FALSE
Firm Name:	GDG, LLC	Role:	RAD for PRAC consultant	
Address:	103 Dartmouth Avenue, Avondale Estates, GA 30002			
Email:	gates@gatesdunawaygroup.com	Phone:	(404) 274-1957	
4. Management Entity:	Andy Hall	This is a Related Entity.		TRUE
Firm Name:	Community Housing Partners Corporation			
Address:	448 Depot Street NE, Christiansburg, VA 24073			
Email:	ahall@chpc2.org	Phone:	(540) 382-2002	
5. Contractor:	David Schultz	This is a Related Entity.		TRUE
Firm Name:	Community Housing Partners Corporation			
Address:	4915 Radford Avenue, Suite 300, Richmond, VA 23230			
Email:	dschultz@chpc2.org	Phone:	(804) 343-7201	
6. Architect:	Thomas F. Smith III	This is a Related Entity.		FALSE
Firm Name:	TS3 Architects PC			
Address:	1228 Perimeter Parkway, Suite 101, Virginia Beach, VA 23454			
Email:	thomas.smith@ts3architects.com	Phone:	(757) 689-2699	
7. Real Estate Attorney:	Lauren Nowlin	This is a Related Entity.		FALSE
Firm Name:	Williams Mullen			
Address:	200 S. 10th Street, Suite 1300, Richmond, VA 23219			
Email:	lnowlin@williamsmullen.com	Phone:	(804) 420-6585	
8. Mortgage Banker:	Costa Canavos	This is a Related Entity.		FALSE
Firm Name:	Berkadia Commercial Mortgage			
Address:	707 E. Main Street, Suite 1300, Richmond, VA 23219			
Email:	costa.canavos@berkadia.com	Phone:	(804) 780-9235	
9. Other:	Erik T. Hoffman	This is a Related Entity.		FALSE
Firm Name:	Klein Hornig LLP	Role:	Legal - RAD for PRAC	
Address:	1325 G Street NW, Suite 770, Washington, DC 20005			
Email:	EHoffman@kleinhornig.com	Phone:	(202) 842-0125	

F. REHAB INFORMATION

1. **Acquisition Credit Information**

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

   b. This development has received a previous allocation of credits..... FALSE
   If so, in what year did this development receive credits? .....

   c. The development is listed on the RD 515 Rehabilitation Priority List?..... FALSE

   d. This development is an existing RD or HUD S8/236 development..... FALSE
   Action: (If True, provide required form in **TAB Q**)

   Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from Virginia Housing prior to application submission to receive these points.

   i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... FALSE

   ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... FALSE

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

   a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ $15,000 rehab costs ($10,000 for Tax Exempt Bonds) per unit requirement..... FALSE

   b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE

      i Subsection (I)..... FALSE

      ii. Subsection (II)..... FALSE

      iii. Subsection (III)..... FALSE

      iv. Subsection (IV)..... FALSE

      v. Subsection (V)..... FALSE

   c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... FALSE

   d. There are different circumstances for different buildings..... FALSE
   Action: (If True, provide an explanation for each building in Tab K)

F. REHAB INFORMATION

3. **Rehabilitation Credit Information**

   a. Credits are being requested for rehabilitation expenditures..... 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:

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

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

   A. Nonprofit Involvement (All Applicants)

   There is nonprofit involvement in this development..... TRUE (If false, go on to #3.)

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

   B. Type of involvement:

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

   or

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

   C. Identity of Nonprofit (All nonprofit applicants):

   The nonprofit organization involved in this development is: ▶ Other

   Name: Community Housing Partners Corporation (Please fit NP name within available space)

   Contact Person: Samantha Brown

   Street Address: 4915 Radford Avenue, Suite 300

   City: Richmond State: ▶ VA Zip: 23230-3521

   Phone: (804) 614-2682 Extension: Contact Email: sbrown@chpc2.org

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):
Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

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

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

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

Name of qualified nonprofit: Community Housing Partners Corporation

or indicate true if Local Housing Authority FALSE
Name of Local Housing Authority

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

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

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

H. STRUCTURE AND UNITS INFORMATION

1. General Information

a. Total number of **all** units in development	40	bedrooms	40	
Total number of **rental** units in development	40	bedrooms	40	
Number of low-income rental units	40	bedrooms	40	
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:	40	bedrooms	40

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 30,837.62 (Sq. ft.)

e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage) 104.04 (Sq. ft.)

f. Nonresidential Commercial Floor Area (Not eligible for funding) 0.00

g. Total Usable Residential Heated Area 30,733.58 (Sq. ft.)

h. Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space** 0.00%

i. Exact area of site in acres 1.620

j. Locality has approved a final site plan or plan of development FALSE
If **True**, Provide required documentation (**TAB O**).

k. Requirement as of 2016: Site must be properly zoned for proposed development.
ACTION: Provide required zoning documentation **(MANDATORY TAB G)**

l. Development is eligible for Historic Rehab credits FALSE

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	768.34	SF	40	40
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			40	40

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

3. Structures

a. Number of Buildings (containing rental units)..... 1

b. Age of Structure:..... 24 years

c. Number of stories:..... 3

d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use: N/A

f. Development consists primarily of : (Only One Option Below Can Be True)

i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE

ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE

iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

H. STRUCTURE AND UNITS INFORMATION

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

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

h. Development contains an elevator(s). TRUE
If true, # of Elevators. 1
Elevator Type (if known) Hydraulic

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Clubroom, laundry room on each floor, exercise room

m. Number of Proposed Parking Spaces 41
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 structure

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

b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.

i. Phase I environmental assessment.

ii. Physical needs assessment for any rehab only development.

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

6. Market Study Data:

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

Project Wide Capture Rate - LIHTC Units	2.50%
Project Wide Capture Rate - Market Units	
Project Wide Capture Rate - All Units	2.50%
Project Wide Absorption Period (Months)	3

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.

85.00% b. Percentage of brick or other similar low-maintenance material approved by the Authority covering the exterior walls. Community buildings are to be included in percentage calculations.

TRUE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).

TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.

TRUE e. Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.

TRUE f. Free WiFi access will be provided in community room for resident only usage.

FALSE g. Each unit is provided free individual high speed internet access.

or

FALSE h. Each unit is provided free individual WiFi access.

TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.

or

FALSE j. Full bath fans are equipped with a humidistat.

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

TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.

FALSE o. All interior doors within units are solid core.

TRUE p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.

TRUE q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.

TRUE r. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

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

TRUE a. All cooking ranges have front controls.

TRUE b. Bathrooms have an independent or supplemental heat source.

TRUE 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:

TRUE Earthcraft Gold or higher certification

FALSE National Green Building Standard (NGBS) certification of Silver or higher.

FALSE U.S. Green Building Council LEED certification

FALSE Enterprise Green Communities (EGC) Certification

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

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

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

FALSE Zero Energy Ready Home Requirements

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 Virginia Housing's Universal Design Standards.

40 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

100% of Total Rental Units

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

If not, please explain:

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

I. UTILITIES

1. Utilities Types:

a. Heating Type	Electric Forced Air
b. Cooking Type	Electric
c. AC Type	Central Air
d. Hot Water Type	Electric

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

Water?.....	FALSE	Heat?.....	FALSE
Hot Water?.....	FALSE	AC?.....	FALSE
Lighting?.....	FALSE	Sewer?.....	FALSE
Cooking?	FALSE	Trash Removal?	TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	67	0	0	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	0	0
Water	0	23	0	0	0
Sewer	0	21	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	$0	$111	$0	$0	$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.
(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.

Documentation from source of assistance must be provided with the application.
Note: Subsidies may apply to any units, not only those built to satisfy Section 504.
(60 points)

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

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

TRUE	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..... TRUE
(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)
Action: Provide Relocation Plan and Unit Delivery Schedule **(Mandatory if tenants are displaced - Tab J)**

3. **Leasing Preferences**

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

Organization which holds waiting list:

Contact person:

Title:

Phone Number:

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

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

First Name: Andy
Last Name: Hall

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

4. **Rental Assistance**

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

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

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

K. SPECIAL HOUSING NEEDS

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

	FALSE

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

d.

Number of units receiving assistance:	40
How many years in rental assistance contract?	20.00
Expiration date of contract:	11/1/2021
There is an Option to Renew.....	TRUE

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

L. UNIT DETAILS

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

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

a. Units Provided Per Household Type: **Warning: Greater than 50% of units does not increase bonus points.**

Income Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
0	0.00%	40% Area Median	
40	100.00%	50% Area Median	
0	0.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
40	100.00%	Total	

Rent Levels			Avg Inc.
# of Units	% of Units		
0	0.00%	20% Area Median	
0	0.00%	30% Area Median	
5	12.50%	40% Area Median	
35	87.50%	50% Area Median	
0	0.00%	60% Area Median	
0	0.00%	70% Area Median	
0	0.00%	80% Area Median	
0	0.00%	Market Units	
40	100.00%	Total	

b. The development plans to utilize average income..... FALSE
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	50% AMI	23	4	524.08	$625.00	$14,375
Mix 2	1 BR - 1 Bath	50% AMI	12		538.96	$625.00	$7,500
Mix 3	1 BR - 1 Bath	40% AMI	5	1	524.08	$625.00	$3,125
Mix 4							$0
Mix 5							$0
Mix 6							$0
Mix 7							$0
Mix 8							$0
Mix 9							$0
Mix 10							$0
Mix 11							$0
Mix 12							$0
Mix 13							$0
Mix 14							$0
Mix 15							$0
Mix 16							$0

L. UNIT DETAILS

Mix 17							$0
Mix 18							$0
Mix 19							$0
Mix 20							$0
Mix 21							$0
Mix 22							$0
Mix 23							$0
Mix 24							$0
Mix 25							$0
Mix 26							$0
Mix 27							$0
Mix 28							$0
Mix 29							$0
Mix 30							$0
Mix 31							$0
Mix 32							$0
Mix 33							$0
Mix 34							$0
Mix 35							$0
Mix 36							$0
Mix 37							$0
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Mix 40							$0
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Mix 42							$0
Mix 43							$0
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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
Mix 73							$0

L. UNIT DETAILS

Mix 74							$0
Mix 75							$0
Mix 76							$0
Mix 77							$0
Mix 78							$0
Mix 79							$0
Mix 80							$0
Mix 81							$0
Mix 82							$0
Mix 83							$0
Mix 84							$0
Mix 85							$0
Mix 86							$0
Mix 87							$0
Mix 88							$0
Mix 89							$0
Mix 90							$0
Mix 91							$0
Mix 92							$0
Mix 93							$0
Mix 94							$0
Mix 95							$0
Mix 96							$0
Mix 97							$0
Mix 98							$0
Mix 99							$0
Mix 100							$0
TOTALS			40	5			$25,000

Total Units	**40**	**Net Rentable SF:**	**TC Units**	**21,141.83**
			MKT Units	**0.00**
			Total NR SF:	**21,141.83**

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

M. OPERATING EXPENSES

			Use Whole Numbers Only!
Administrative:			
1. Advertising/Marketing			$120
2. Office Salaries			$13,476
3. Office Supplies			$360
4. Office/Model Apartment	(type)		$0
5. Management Fee			$27,247
9.50% of EGI	$681.18	Per Unit	
6. Manager Salaries			$19,520
7. Staff Unit (s)	(type)		$0
8. Legal			$0
9. Auditing			$6,120
10. Bookkeeping/Accounting Fees			$4,560
11. Telephone & Answering Service			$5,239
12. Tax Credit Monitoring Fee			$0
13. Miscellaneous Administrative			$14,869
Total Administrative			$91,511
Utilities			
14. Fuel Oil			$0
15. Electricity			$8,854
16. Water			$3,200
17. Gas			$576
18. Sewer			$7,040
Total Utility			$19,670
Operating:			
19. Janitor/Cleaning Payroll			$0
20. Janitor/Cleaning Supplies			$0
21. Janitor/Cleaning Contract			$0
22. Exterminating			$1,380
23. Trash Removal			$3,084
24. Security Payroll/Contract			$4,015
25. Grounds Payroll			$0
26. Grounds Supplies			$0
27. Grounds Contract			$6,290
28. Maintenance/Repairs Payroll			$19,612
29. Repairs/Material			$3,400
30. Repairs Contract			$5,180
31. Elevator Maintenance/Contract			$0
32. Heating/Cooling Repairs & Maintenance			$600
33. Pool Maintenance/Contract/Staff			$0
34. Snow Removal			$0
35. Decorating/Payroll/Contract			$450
36. Decorating Supplies			$0
37. Miscellaneous			$200
Totals Operating & Maintenance			$44,211

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes	$24,000
39. Payroll Taxes	$4,243
40. Miscellaneous Taxes/Licenses/Permits	$110
41. Property & Liability Insurance	$14,102
42. Fidelity Bond	$0
43. Workman's Compensation	$781
44. Health Insurance & Employee Benefits	$9,082
45. Other Insurance	$381
Total Taxes & Insurance	$52,699
Total Operating Expense	$208,091

Total Operating Expenses Per Unit $5,202 **C. Total Operating Expenses as % of EGI** 72.55%

Replacement Reserves (Total # Units X $300 or $250 New Const. Elderly Minimum) $10,000

Total Expenses	$218,091

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

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	3/15/2021	Todd Collins
b. Site Acquisition	4/30/2022	Todd Collins
c. Zoning Approval	N/A	
d. Site Plan Approval	N/A	
2. Financing		
a. Construction Loan		
i. Loan Application	2/1/2022	Todd Collins
ii. Conditional Commitment	4/15/2022	Todd Collins
iii. Firm Commitment	5/15/2022	Todd Collins
b. Permanent Loan - First Lien		
i. Loan Application	2/1/2022	Todd Collins
ii. Conditional Commitment	4/15/2022	Todd Collins
iii. Firm Commitment	5/15/2022	Todd Collins
c. Permanent Loan-Second Lien		
i. Loan Application	4/30/2021	Todd Collins
ii. Conditional Commitment	12/15/2021	Todd Collins
iii. Firm Commitment	1/15/2022	Todd Collins
d. Other Loans & Grants		
i. Type & Source, List	NeighborWorks/Residual Receipts/Rese	Todd Collins
ii. Application	3/1/2021	Todd Collins
iii. Award/Commitment	3/9/2021	Todd Collins
2. Formation of Owner	2/9/2021	Lauren Nowlin
3. IRS Approval of Nonprofit Status	6/6/1980	Harriet Dorsey
4. Closing and Transfer of Property to Owner	4/30/2022	Todd Collins
5. Plans and Specifications, Working Drawings	1/1/2022	Todd Collins
6. Building Permit Issued by Local Government	2/1/2022	Todd Collins
7. Start Construction	7/1/2022	David Schultz
8. Begin Lease-up	10/1/2022	Andy Hall
9. Complete Construction	10/1/2023	David Schultz
10. Complete Lease-Up	12/31/2023	Andy Hall
11. Credit Placed in Service Date	12/31/2023	Todd Collins

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.

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" (B) Acquisition	"30% Present Value Credit" (C) Rehab/ New Construction	(D) "70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	0	0	0	0
b. Unit Structures (Rehab)	1,850,000	0	0	1,850,000
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	1,850,000	0	0	1,850,000
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Roads & Walks	0	0	0	0
i. Site Improvements	250,000	0	0	250,000
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
Total Land Improvements	250,000	0	0	250,000
Total Structure and Land	2,100,000	0	0	2,100,000
q. General Requirements	126,000	0	0	126,000
r. Builder's Overhead (4.0% Contract)	84,000	0	0	84,000
s. Builder's Profit (4.0% Contract)	84,000	0	0	84,000
t. Bonds	0	0	0	0
u. Building Permits	0	0	0	0
v. Special Construction	0	0	0	0
w. Special Equipment	0	0	0	0
x. Other 1:	0	0	0	0
y. Other 2:	0	0	0	0
z. Other 3:	0	0	0	0
Contractor Costs	$2,394,000	$0	$0	$2,394,000

O. PROJECT BUDGET - OWNER COSTS

MUST USE WHOLE NUMBERS ONLY!

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): "30% Present Value Credit" (B) Acquisition	"30% Present Value Credit" (C) Rehab/ New Construction	(D) "70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	25,000	0	0	25,000
b. Architecture/Engineering Design Fee ($2,125 /Unit)	85,000	0	0	85,000
c. Architecture Supervision Fee ($500 /Unit)	20,000	0	0	20,000
d. Tap Fees	0	0	0	0
e. Environmental	15,000	0	0	15,000
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	16,000	0	0	16,000
h. Appraisal	8,000	0	0	0
i. Market Study	7,000	0	0	0
j. Site Engineering / Survey	20,000	0	0	15,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	4,000	0	0	4,000
m. Construction Loan Origination Fee	35,000	0	0	35,000
n. Construction Interest (0.0% for 0 months)	160,000	0	0	100,000
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	25,000	0	0	25,000
q. Permanent Loan Fee (0.0%)	7,683	0	0	0
r. Other Permanent Loan Fees	40,000	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	15,000
u. Accounting	0	0	0	0
v. Title and Recording	80,000	0	0	40,000
w. Legal Fees for Closing	40,000	0	0	20,000
x. Mortgage Banker	15,000	0	0	0
y. Tax Credit Fee	18,415			
z. Tenant Relocation	85,000	0	0	0
aa. Fixtures, Furnitures and Equipment	40,000	0	0	40,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	128,000	0	0	0
ad. Contingency	242,700	0	0	242,700
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Soft Cost Contingency	20,000	0	0	20,000
(2) Other* specify: Loan Inspections	12,000	0	0	12,000
(3) Other* specify: Construction Loan - Legal	40,000	0	0	40,000
(4) Other* specify: Developer - Legal	40,000	0	0	20,000
(5) Other * specify: WDO	1,500	0	0	1,500
(6) Other* specify: Tax Credit & Syndication - L	10,000	0	0	0
(7) Other* specify: Start-Up & Leasing	5,200	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
(10) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	$1,260,498	$0	$0	$791,200
Subtotal 1 + 2 (Owner + Contractor Costs)	$3,654,498	$0	$0	$3,185,200
3. Developer's Fees	528,000	0	0	528,000
Action: Provide Developer Fee Agreement (Tab A)				
4. Owner's Acquisition Costs				
Land	33,500			
Existing Improvements	468,500	0		
Subtotal 4:	$502,000	$0		
5. Total Development Costs Subtotal 1+2+3+4:	$4,684,498	$0	$0	$3,713,200

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:

	$0	**Land**
(Provide documentation at **Tab E**)	$0	**Building**
Maximum Developer Fee:	**$528,780**	

Proposed Development's Cost per Sq Foot	$136	**Meets Limits**
Applicable Cost Limit by Square Foot:	$176	

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" (B) Acquisition	(C) Rehab/ New Construction	(D) "70 % Present Value Credit"
1. Total Development Costs	4,684,498	0	0	3,713,200
2. Reductions in Eligible Basis				
a. Amount of federal grant(s) used to finance qualifying development costs		0	0	0
b. Amount of nonqualified, nonrecourse financing		0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	0	3,713,200
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%)			0	0
State Designated Basis Boosts:				
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				371,320
Total Adjusted Eligible basis			0	4,084,520
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	0	4,084,520
7. Applicable Percentage (Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)		0.00%	0.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		$0	$0	$367,607
(Must be same as BIN total and equal to or less than credit amount allowed)		$367,607 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	TBD	02/01/22		$3,500,000	TBD
2.					
3.					
	Total Construction Funding:			$3,500,000	

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	*(Whole Numbers only)* Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1.	REACH	2/1/2022		$768,300	$35,225	2.95%	35.00	35.00
2.	VHTF	4/30/2021		$700,000	$7,000	1.00%	30.00	30.00
3.	NeighborWorks	3/1/2021	3/9/2021	$500,000		AFR	30.00	30.00
4.	Reserves/Residual Receipts			$502,000				
5.								
6.								
7.								
8.								
9.								
10.								
	Total Permanent Funding:			$2,470,300	$42,225			

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.	NeighborWorks	3/9/2021	$500,000
2.			
3.			
4.			
5.			
	Total Subsidized Funding		$500,000

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

a.	Tax Exempt Bonds	$0
b.	RD 515	$0
c.	Section 221(d)(3)	$0
d.	Section 312	$0
e.	Section 236	$0
f.	VHDA SPARC/REACH	$768,300
g.	HOME Funds	$0
h.	Other: NeighborWorks	$500,000
i.	Other: VHTF	$700,000

Market-Rate Loans

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

Grants*

a.	CDBG	$0
b.	UDAG	$0

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

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

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

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

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

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

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

c. FALSE Other

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

Amount of Federal historic credits	$0	x Equity $	$0.000	=	$0
Amount of Virginia historic credits	$0	x Equity $	$0.000	=	$0

b. Equity that Sponsor will Fund:

i.	Cash Investment	$0	
ii.	Contributed Land/Building	$0	
iii.	Deferred Developer Fee	$24,886	(Note: Deferred Developer Fee cannot be negative.)
iv.	Other:	$0	

ACTION: If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A.**

Equity Total $24,886

2. Equity Gap Calculation

a.	Total Development Cost		$4,684,498
b.	Total of Permanent Funding, Grants and Equity	-	$2,495,186
c.	Equity Gap		$2,189,312
d.	Developer Equity	-	$215
e.	Equity gap to be funded with low-income tax credit proceeds		$2,189,097

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	$248,786.00
ii.	Equity Dollars Per Credit (e.g., $0.85 per dollar of credit)	$0.880
iii.	Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv.	Syndication costs not included in Total Development Costs (e.g., advisory fees)	$0
v.	Net credit amount anticipated by user of credits	$248,761
vi.	Total to be paid by anticipated users of credit (e.g., limited partners)	$2,189,097

c. Syndication: Private

d. Investors: Corporate

4. Net Syndication Amount $2,189,097

Which will be used to pay for Total Development Costs

5. Net Equity Factor 87.9999650942%

Must be equal to or greater than 85%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		$4,684,498
2. Less Total of Permanent Funding, Grants and Equity	-	$2,495,186
3. Equals Equity Gap		$2,189,312
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		87.9999650942%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		$2,487,856
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		$248,786
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		$367,607

8. Requested Credit Amount

		For 30% PV Credit:	$0
		For 70% PV Credit:	$248,786
Credit per LI Units	$6,219.6500		
Credit per LI Bedroom	$6,219.6500	**Combined 30% & 70% PV Credit Requested**	**$248,786**

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		$25,000
Plus Other Income Source (list):	Laundry	$700
Equals Total Monthly Income:		$25,700
Twelve Months		x12
Equals Annual Gross Potential Income		$308,400
Less Vacancy Allowance	7.0%	$21,588
Equals Annual Effective Gross Income (EGI) - Low Income Units		$286,812

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

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

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

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

a.	Annual EGI Low-Income Units	$286,812
b.	Annual EGI Market Units	$0
c.	Total Effective Gross Income	$286,812
d.	Total Expenses	$218,091
e.	Net Operating Income	$68,721
f.	Total Annual Debt Service	$42,225
g.	Cash Flow Available for Distribution	$26,496

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	286,812	292,548	298,399	304,367	310,455
Less Oper. Expenses	218,091	224,634	231,373	238,314	245,463
Net Income	68,721	67,915	67,026	66,053	64,991
Less Debt Service	42,225	42,225	42,225	42,225	42,225
Cash Flow	26,496	25,690	24,801	23,828	22,766
Debt Coverage Ratio	1.63	1.61	1.59	1.56	1.54

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	316,664	322,997	329,457	336,046	342,767
Less Oper. Expenses	252,827	260,412	268,224	276,271	284,559
Net Income	63,836	62,585	61,232	59,775	58,208
Less Debt Service	42,225	42,225	42,225	42,225	42,225
Cash Flow	21,611	20,360	19,007	17,550	15,983
Debt Coverage Ratio	1.51	1.48	1.45	1.42	1.38

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	349,622	356,615	363,747	371,022	378,442
Less Oper. Expenses	293,096	301,889	310,946	320,274	329,882
Net Income	56,526	54,726	52,801	50,748	48,560
Less Debt Service	42,225	42,225	42,225	42,225	42,225
Cash Flow	14,301	12,501	10,576	8,523	6,335
Debt Coverage Ratio	1.34	1.30	1.25	1.20	1.15

Estimated Annual Percentage Increase in Revenue: 2.00% (Must be ≤ 2%)

Estimated Annual Percentage Increase in Expenses: 3.00% (Must be ≥ 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

Bldg #	BIN If known	NUMBER OF TAX CREDIT UNITS	NUMBER OF MARKET RATE UNITS	DO NOT use the CUT feature Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition: Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	30% Present Value Credit for Rehab / New Construction: Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	70% Present Value Credit: Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		40		51 Wellesley Drive		Newport News	VA	23606				$0				$0	$4,084,520	12/31/23	9.00%	$367,607
2.												$0				$0				$0
3.												$0				$0				$0
4.												$0				$0				$0
5.												$0				$0				$0
6.												$0				$0				$0
7.												$0				$0				$0
8.												$0				$0				$0
9.												$0				$0				$0
10.												$0				$0				$0
11.												$0				$0				$0
12.												$0				$0				$0
13.												$0				$0				$0
14.												$0				$0				$0
15.												$0				$0				$0
16.												$0				$0				$0
17.												$0				$0				$0
18.												$0				$0				$0
19.												$0				$0				$0
20.												$0				$0				$0
21.												$0				$0				$0
22.												$0				$0				$0
23.												$0				$0				$0
24.												$0				$0				$0
25.												$0				$0				$0
26.												$0				$0				$0
27.												$0				$0				$0
28.												$0				$0				$0
29.												$0				$0				$0
30.												$0				$0				$0
31.												$0				$0				$0
32.												$0				$0				$0
33.												$0				$0				$0
34.												$0				$0				$0
35.												$0				$0				$0
		40	0																	
				Totals from all buildings					$0			$0	$0			$0	$4,084,520			$367,607

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.

2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.

3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.

4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.

5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.

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

7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.

8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.

9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

V. STATEMENT OF OWNER

10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.

11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of $1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.

12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.

13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.

14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.

15. that undersigned waives the right to pursue a Qualified Contract on this development.

16. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

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

Legal Name of Owner: Wellesley Commons Apartments, LLC
By: CHP Wellesley Commons Apartments, LLC, Manag
By: Community Housing Partners Corporation, Manag

By: _____ VP
Its: Vice President
(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Thomas F. Smith III
Virginia License#:	0401010944
Architecture Firm or Company:	TS3 Architects PC

By: _____

Its: PRINCIPAL
(Title)

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

W.

LIHTC SELF SCORE SHEET

Self Scoring Process

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

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

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

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

2. HOUSING NEEDS CHARACTERISTICS:			
a. Sec 8 or PHA waiting list preference	N	0 or up to 5	0.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	10.67%	Up to 40	21.35
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	Y	0 or 10	10.00
f. Census tract with <12% poverty rate	10%	0, 20, 25 or30	25.00
g. Development listed on the Rural Development Rehab Priority List	N	0 or 15	0.00
h. Dev. located in area with little or no increase in rent burdened population	N	Up to -20	0.00
i. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
Total:			56.35

3. DEVELOPMENT CHARACTERISTICS:			
a. Enhancements (See calculations below)			53.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 60	60.00
or c. HCV Payment Standard/HUD 504 accessibility for 5 or 10% of units	N	0 or 30	0.00
or d. HUD 504 accessibility for 5% of units	N	0 or 15	0.00
e. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
f. Development will be Green Certified	Y	0 or 10	10.00
g. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
h. Developments with less than 100 units	Y	up to 20	20.00
i. Historic Structure	N	0 or 5	0.00
Total:			168.00

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
$82,500	$62,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	12.50%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	100.00%	Up to 50	50.00
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	0.00
Total:			60.00

5. SPONSOR CHARACTERISTICS:			
a. Developer experience - 3 developments with 3 x units or 6 developments with 1 x units	Y	0 or 50	50.00
or b. Developer experience - 3 developments and at least 500,000 in liquid assets	N	0 or 50	0.00
or c. Developer experience - 1 development with 1 x units	N	0 or 10	0.00
d. Developer experience - life threatening hazard	N	0 or -50	0.00
e. Developer experience - noncompliance	N	0 or -15	0.00
f. Developer experience - did not build as represented	0	0 or -2x	0.00
g. Developer experience - failure to provide minimum building requirements	N	0 or -20	0.00
h. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
i. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			50.00

6. EFFICIENT USE OF RESOURCES:			
a. Credit per unit		Up to 200	111.60
b. Cost per unit		Up to 100	33.07
Total:			144.67

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:			60.00

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

TOTAL SCORE: **539.02**

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	25	25.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Infrastructure for high speed internet/broadband	1	1.00
f. Free WiFi Access in community room	4	4.00
g. Each unit provided free individual high speed internet access	6	0.00
h. Each unit provided free individual WiFi	8	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	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	5.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. Shelf or Ledge at entrance within interior hallway	2	2.00
s. New Construction: Balcony or patio	4	0.00
		50.00
All elderly units have:		
t. Front-control ranges	1	1.00
u. Independent/suppl. heat source	1	1.00
v. Two eye viewers	1	1.00
		3.00
	Total amenities:	**53.00**

X. Development Summary

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

Deal Name:	Wellesley

Cycle Type:	9% Tax Credits	**Requested Credit Amount:**	$248,786
Allocation Type:	Rehabilitation	**Jurisdiction:**	Newport News City
Total Units	40	**Population Target:**	Elderly
Total LI Units	40		
Project Gross Sq Ft:	30,837.62	**Owner Contact:**	Samantha Brown
Green Certified?	TRUE		

Total Score
539.02

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	$2,470,300	$61,758	$80	$42,225

Uses of Funds - Actual Costs				
Type of Uses	**Amount**	**Per Unit**	**Sq Ft**	**% of TDC**
Improvements	$2,100,000	$52,500	$68	44.83%
General Req/Overhead/Profit	$294,000	$7,350	$10	6.28%
Other Contract Costs	$0	$0	$0	0.00%
Owner Costs	$1,260,498	$31,512	$41	26.91%
Acquisition	$502,000	$12,550	$16	10.72%
Developer Fee	$528,000	$13,200	$17	11.27%
Total Uses	**$4,684,498**	$117,112		

Total Development Costs	
Total Improvements	$3,654,498
Land Acquisition	$502,000
Developer Fee	$528,000
Total Development Costs	**$4,684,498**

Income		
Gross Potential Income - LI Units		$308,400
Gross Potential Income - Mkt Units		$0
	Subtotal	$308,400
Less Vacancy %	7.00%	$21,588
Effective Gross Income		$286,812

Rental Assistance? TRUE

Proposed Cost Limit/Sq Ft:	$136
Applicable Cost Limit/Sq Ft:	$176

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	40
# of 2BR	0
# of 3BR	0
# of 4+ BR	0
Total Units	40

Expenses		
Category	**Total**	**Per Unit**
Administrative	$91,511	$2,288
Utilities	$19,670	$492
Operating & Maintenance	$44,211	$1,105
Taxes & Insurance	$52,699	$1,317
Total Operating Expenses	$208,091	$5,202
Replacement Reserves	$10,000	$250
Total Expenses	$218,091	$5,452

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	5
50% AMI	40	35
60% AMI	0	0
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	$286,812
Total Expenses	$218,091
Net Income	$68,721
Debt Service	$42,225
Debt Coverage Ratio (YR1):	1.63

Income Averaging? FALSE

Extended Use Restriction? 30

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

Credit Points:

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

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

Using Current E-U-R method (up to 200)		111.60
Using proposed method:		
Combined Max	$367,607	
Credit Requested	$248,786	
% of Savings	32.32%	
Sliding Scale Points		107.73
	Difference	*-3.87*

Cost Points:

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

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

Using Current E-U-R method (up to 100)		33.07
Using proposed method:		
Total Costs Less Acquisition	$4,182,498	
Total Square Feet	30,837.62	
Proposed Cost per SqFt	$135.63	
Applicable Cost Limit per Sq Ft	$176.00	
% of Savings	22.94%	
Sliding Scale Points		45.88
	Difference	*12.81*

$/SF = $147.17 Credits/SF = 8.094924 Const $/unit = $59,850.0000

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

*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	768.34	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	40	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	168,935	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	168,935	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	168,935	0	0	0	0
PROJECT COST PER UNIT	0	0	113,075	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	14,071	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	14,071	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	14,071	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	6,220	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	33.07	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	111.60	0.00	0.00	0.00	0.00

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

TOTAL COST PER UNIT POINTS 33.07

TOTAL CREDIT PER UNIT POINTS 111.60

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	168,935	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	168,935	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	14,071	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	14,071	0	0	0	0

Cost Parameters - General

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

Credit Parameters - General

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

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

Cost Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	168,935	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	168,935	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	14,071	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	14,071	0	0	0	0

Cost Parameters - General

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

Credit Parameters - General

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

$/SF = $147.17 Credits/SF = 8.094924 Const $/unit = $59,850.00

TYPE OF PROJECT	GENERAL = 11000; ELDERLY = 12000	12000	
LOCATION	Inner-NVA=100; Outer-NV=200; NWNC=300; Rich=400; Tid=500; Balance=600	500	500
TYPE OF CONSTRUCTION	N C=1; ADPT=2;REHAB(35,000+)=3; REHAB*(10,000-35,000)=4	3	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	768.34	0.00	0.00	0.00	0.00
NUMBER OF UNITS	0	0	40	0	0	0	0
PARAMETER-(COSTS=>35,000)	0	0	168,935	0	0	0	0
PARAMETER-(COSTS<35,000)	0	0	0	0	0	0	0
PARAMETER-(COSTS=>50,000)	0	0	168,935	0	0	0	0
PARAMETER-(COSTS<50,000)	0	0	0	0	0	0	0
COST PARAMETER	0	0	168,935	0	0	0	0
PROJECT COST PER UNIT	0	0	113,075	0	0	0	0
PARAMETER-(CREDITS=>35,000)	0	0	14,071	0	0	0	0
PARAMETER-(CREDITS<35,000)	0	0	0	0	0	0	0
PARAMETER-(CREDITS=>50,000)	0	0	14,071	0	0	0	0
PARAMETER-(CREDITS<50,000)	0	0	0	0	0	0	0
CREDIT PARAMETER	0	0	14,071	0	0	0	0
PROJECT CREDIT PER UNIT	0	0	6,220	0	0	0	0
COST PER UNIT POINTS	0.00	0.00	33.07	0.00	0.00	0.00	0.00
CREDIT PER UNIT POINTS	0.00	0.00	111.60	0.00	0.00	0.00	0.00

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

TOTAL COST PER UNIT POINTS 33.07

TOTAL CREDIT PER UNIT POINTS 111.60

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	168,935	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	168,935	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Credit Parameter - low rise	0	0	14,071	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Credit Parameter	0	0	14,071	0	0	0	0

Cost Parameters - General

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

Credit Parameters - General

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

Northern Virginia Beltway (Rehab costs $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	168,935	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	168,935	0	0	0	0

Credit Parameters - Elderly

	Supportive Hsg	EFF-E	1 BR-E	2 BR-E	EFF-E-1 ST	1 BR-E-1 ST	2 BR-E-1 ST
Standard Cost Parameter - low rise	0	0	14,071	0	0	0	0
Parameter Adjustment - mid rise	0	0	0	0	0	0	0
Parameter Adjustment - high rise	0	0	0	0	0	0	0
Adjusted Cost Parameter	0	0	14,071	0	0	0	0

Cost Parameters - General

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

Credit Parameters - General

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

A

Partnership or Operating Agreement

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

OPERATING AGREEMENT
OF
WELLESLEY COMMONS APARTMENTS, LLC

This Operating Agreement ("Agreement") of **WELLESLEY COMMONS APARTMENTS, LLC**, a Virginia limited liability company (the "Company"), is made and entered into as of February 9, 2021, by and between CHP Wellesley Commons Apartments, LLC, a Virginia limited liability company, as the Managing Member, and Community Housing Partners Corporation, a Virginia nonstock corporation, as the Investor Member (collectively, the "Initial Members").

Article I.
Operating Agreement and Purpose

A. *Formation.* The Members acknowledge and affirm the formation of this limited liability company on February 9, 2021 and execute and adopt this Agreement pursuant to the Virginia Limited Liability Company Act, Section 13.1-1000 et seq., as amended and in force from time to time (the "Act").

B. *Name.* The name of the limited liability company is Wellesley Commons Apartments, LLC (the "Company").

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

D. *Office.* The principal office of the Company shall be located at 448 Depot Street, Christiansburg, Virginia 24073, or at such other place as the Manager may from time to time designate. The Company may have other offices at any place of places as may be determined by the Manager.

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

F. *Tax Matters Manager.*

1. Designation and Authority of the Tax Matters Manager.

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

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

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

2. Obligations of Members.

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

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

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

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

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

G. *Registered Office and Registered Agent.* The Company's initial registered agent for service of process on the Company shall be J. Conrad Garcia, who is a resident of Virginia and a member of the Virginia State Bar, or any successor as appointed by the Members, and the address of such agent shall be Williams Mullen Center, 200 South 10th Street, Richmond, Virginia 23219, or any other address designated from time to time by the Members. The registered office and the registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the State Corporation Commission of Virginia pursuant to the Act.

Article II.
Capital Contributions

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

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

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

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

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

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

Article III.
Allocation of Profits and Losses

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

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

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

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

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

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

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

C. *Special and Curative Allocations.*

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

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

D. *Other Allocation Rules.*

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

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

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

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

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

E. *Distributions.*

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

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

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

Article IV.
Management and Rights of Members

A. *Managers.* The Company shall be managed under the direction of a Manager. The Manager shall be elected and removed by the Members as provided in Section IV.D. The initial Manager of the Company shall be CHP Wellesley Commons Apartments, LLC.

B. *General Powers of the Manager.*

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

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

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

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

c. Collect funds due to the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. *Power of Attorney*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article V.
Indemnification

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

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

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

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

Article VI.
Transfer of Membership Interest

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

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

C. *Permitted Transfers.*

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

a. Other Members;

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

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

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

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

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

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

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

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

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

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

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

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

Article VII.
Admission of a New Member

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

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

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

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

Article VIII.
Purchase Price

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

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

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

Article IX.
Settlement

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

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

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

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

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

Article X.
Dissolution

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

1. The unanimous written consent of all the Members;

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

3. At any time there are no members; however, the Company is not dissolved and is not required to be wound up if, within six months after the occurrence of the event that caused the dissociation of the last remaining Member, the personal representative of the last remaining Member agrees in writing to continue the Company until the admission of the personal representative of such Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that caused the dissociation of the last remaining Member;

4. The entry of a decree of judicial dissolution of the Company under the Act; or

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

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

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

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

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

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

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

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

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

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

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

Article XI.
Miscellaneous

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

1. Current list of the full name and last known business address of each Member, in alphabetical order;

2. A copy of the Articles of Organization and the Certificate of Organization, and all Articles of Amendment and Certificates of Amendment thereto;

3. Copies of the Company's federal, state, and local income tax returns and reports, if any, for the seven most recent years; and

4. Copies of the Operating Agreement, as amended, and of any financial statements of the Company for the seven most recent years.

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

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

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

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

F. *Interpretation.* Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and

verbs shall include the plural and vice versa.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

MEMBERS:

CHP WELLESLEY COMMONS APARTMENTS, LLC, a Virginia limited liability company

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

Date: February 9, 2021

By: _____
Name: Samantha Brown
Title: Vice President

COMMUNITY HOUSING PARTNERS CORPORATION, a Virginia nonprofit corporation

Date: February 9, 2021

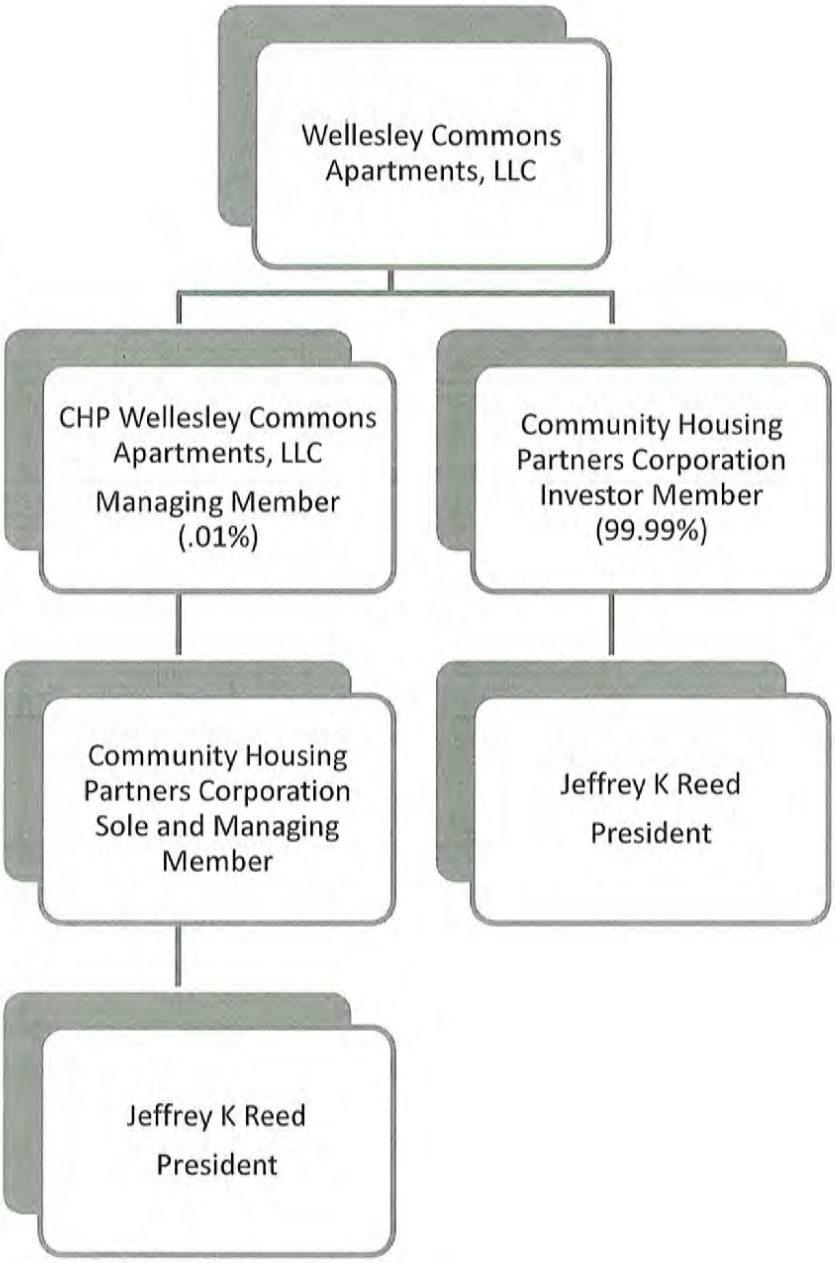
By: _____
Name: Samantha Brown
Title: Vice President

Schedule A

Capital Contributions and Membership Interests

Name and Address	Capital Contribution	Membership Interest
CHP Wellesley Commons Apartments, LLC 448 Depot Street Christiansburg, Virginia, 24073	$10.00	0.01%
Community Housing Partners Corporation 448 Depot Street Christiansburg, Virginia, 24073	$100.00	99.99%

Wellesley
Organizational Chart



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") made as of _____ __, 20__ by and between **WELLESLEY COMMONS APARTMENTS, LLC**, a Virginia limited liability company (the "Company"), and **COMMUNITY HOUSING PARTNERS CORPORATION**, a Virginia not-for-profit corporation (the "Developer").

W I T N E S S E T H:

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

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

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

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

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

Section 1. Development Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Accounts and Records.

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

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

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

Section 4. Obligation To Complete Construction.

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

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to Five Hundred Twenty-Eight Thousand and No/100 Dollars ($528,000.00) or (b) the maximum amount which conforms to the developer fee standards imposed by the Virginia Housing Development Authority. The Development Amount shall be deemed to have been earned as follows:

(i) Twenty percent (20%) as of the date of this Agreement;

(ii) Eighty percent (80%) upon substantial completion of the Project;

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

(i) Twenty percent (20%) on initial equity funding of the Project;

(ii) Forty percent (40%) upon substantial completion of the Project; and

(iii) Forty percent (40%) upon achievement of 95% occupancy for the Project.

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

Section 6. Applicable Law.

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

Section 7. Binding Agreement.

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

Section 8. Headings.

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

Section 9. Terminology.

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

Section 10. Benefit of Agreement.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

WELLESLEY COMMONS APARTMENTS, LLC,
a Virginia limited liability company

By: CHP WELLESLEY COMMONS APARTMENTS, LLC, a Virginia limited liability company, its Managing Member

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

By: _____(SEAL)
Name: Samantha Brown
Title: Vice President

DEVELOPER:

COMMUNITY HOUSING PARTNERS CORPORATION,
a Virginia nonstock corporation

By: _____(SEAL)
Name: Samantha Brown
Title: Vice President

44632449_1

B

Virginia State Corporation Commission Certification

(MANDATORY)

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Wellesley Commons Apartments, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the limited liability company was formed on February 9, 2021; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

February 25, 2021

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2021022515544447

C

Principal's Previous Participation Certification

(MANDATORY)

Virginia Housing

Previous Participation Certification

Development Name: Wellesley

Name of Applicant (entity): Wellesley Commons Apartments, LLC

CHP Wellesley Commons Apartments, LLC (Managing Member)

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;~~ **See Pinebrook Summary**

3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;

4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;

5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;

6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;

7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;

8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and

Previous Participation Certification, cont'd

9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.

10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.

11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.

13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.

14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars ($1,000,000).

15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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

Signature

Samantha Brown Vice President

Printed Name

3/1/21

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

Pinebrook Village Apartments Summary

The Mortgagor of Pinebrook Village was Greenbrier-Pinebrook LLC, a single asset entity which is wholly owned by Greenbrier Woods Corporation, a 501(c) (3) organization. Greenbrier Woods Corporation is legally unrelated but shares some Board members and officers with Community Housing Partners Corporation (CHPC) – also a 501(c) (3) organization based in Virginia. CHPC has a 35 year history of meeting the housing needs of low and moderate income families. CHPC owns and manages over 5,200 affordable apartments in Virginia, North Carolina, Kentucky and Florida. Many of the properties that CHPC has preserved are HUD assisted. CHPC's track record demonstrates that it is a responsible and successful housing developer and has been an excellent partner for HUD and other housing funders.

- The property was transferred to Greenbrier Woods in a bargain sale/donation transaction by the previous owner in June of 2002. The transfer was part of a two property donation – the second property, Yorkshire Apartments (now the Woods at Yorktown) was successfully rehabilitated by CHPC through the use of Low Income Housing Tax Credits. Tax Credits could not be accessed for Pinebrook since the presence of the Section 8 Moderate Rehab contract precluded their use. At the time of the transfer, the property had been accepted into Mark to Market processing. The new owner continued that process but was informed in 2003 by OHMAR (now OHAP) that the property was, in fact, not eligible for restructuring due to the lock-out provision on the underlying financing – something that Greenbrier Woods was not aware of at the time that it acquired the property. The owner appealed that decision to OHMAR due to the poor condition at the property and the need for rehabilitation and debt restructuring through M2M. In late 2003, the property was accepted back into the M2M process, this time using the bond defeasance model.

- The owner continued with this process and was making progress until August of 2004. On August 31-September 1, Tropical Storm Gaston stalled over the Richmond area and deposited 16 inches of rain in a 10 hour period causing widespread flooding in the Richmond area. As a result of this storm Richmond received a Federal Disaster declaration. Pinebrook Village was severely flooded by this storm. All of the first floor units were affected. The Owner worked to relocate all of the first floor tenants off site and carried out demolition of the first floor units to remove carpets, padding and drywall that had been saturated. The units were treated to remediate mold.

- The property was not located in a flood zone and consequently did not carry flood insurance. The Mark to Market program represented the only

option for generating the resources necessary to repair these units and bring them back on line. The Mark to Market proposal was revised and submitted to OHMAR in December of 2004. Early in 2005, an OHAP committee determined that the property was not "preservation worthy" based upon the physical condition of the property and market considerations. The owner appealed this decision and prepared a new submission to refute the basis of this decision. Late in June 2005, OHAP determined that the property was "preservation worthy" based upon the new information. However, they required all new reports which took until December 2005 to complete.

- The Building Official for the City of Richmond took the position after the flood that the current residents on the second floor could remain at the property but that no new residents could move in until the entire property had been rehabilitated. As a result, the population at the property continued to decline after September 1, 2004. By January of 2006, there were only 20 residents remaining and the City had reached the end of its patience with respect to starting rehabilitation. The owner had still not received a decision from OHAP at that time. In January, the city determined that the property was no longer fit for habitation and ordered the remaining residents to move out. The owner accomplished the relocation of these residents by February 1. OHAP subsequently denied the M2M restructuring on the basis that there were no longer any residents at the property.

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

- Subsequent conversations with the HUD area office staff in Richmond identified another possible strategy for the preservation of this property. This would involve the refinance of the property through tax exempt bonds that would carry the 4% tax credits. The combination of the new financing and the tax credit equity would be sufficient to carry out the rehab that had been contemplated through the M2M program. The Virginia Housing Development Authority would be the source of this financing and would be prepared to provide such financing on the condition that a new FHA insurance commitment is obtained. The owner explored these options and believed that such a course would have been feasible and would have allowed for the pay off of the existing indebtedness and the prevention of the assignment of this loan and the consequent loss to the FHA insurance fund.

- In order to accomplish this, the owner requested in early March of 2006 that HUD take the necessary action to break the lock out on the existing insured financing. That request argued that the decision to break the lock-out would not have had any additional adverse effect on the investors since the loan was already on a certain path to assignment and insurance claim. HUD denied this request and thus ended any further opportunity to payoff the mortgage and rehabilitate the property.

- In November, 2010, HUD sold the property at public auction.

Since 2002, CHPC worked in good faith with HUD to try to rehabilitate and preserve this property. CHPC remained committed to this goal despite the serious obstacles along the way and, as noted above, expended $650,000 of its own funds as evidence of this good faith and of its non profit mission. During the four years following the acquisition of Pinebrook, CHPC worked closely with the Richmond HUD office to complete a successful restoration of this property and made extraordinary efforts to accomplish this goal. CHPC continues to carry out this mission to create and preserve housing for low income families and continues its work with HUD as a partner.

D

List of LIHTC Developments

(Schedule A)

(MANDATORY)

List of LIHTC Developments (Schedule A)

Virginia Housing

Development Name: Wellesley
Name of Applicant: Wellesley Commons Apartments, LLC

INSTRUCTIONS:

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

Principal's Name: Community Housing Partners Corporation

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(h) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Rappahannock Apartments Tappahannock, VA	Tappahannock-Rappahannock Apartments, LLC (540) 382-2002	Yes	32	32	Aug-2005	May 2006	No
2	Silver Pointe Leesburg, FL	CHPC Leesburg Silver Pointe, Ltd. (540) 382-2002	Yes	136	136	Aug-2005	Mar-2006	No
3	Central City Homes Lynchburg, VA	Central City Homes, LP (434) 846-6965	Yes	37	36	Dec-2005	Oct-2005	No
4	Honeytree Apartments South Boston, VA	Halifax-Honeytree, LP (540) 382-2002	Yes	48	48	Dec-2005	May 2006	No
5	Sentry Woods Dinwiddie, VA	Dinwiddie-Sentry Woods, LP (540) 382-2002	Yes	30	30	Dec-2005	May 2006	No
6	College Green I Warsaw, VA	Warsaw-College Green I, LP (540) 382-2002	Yes	32	32	Dec-2005	May 2006	No
7	Church Manor Smithfield, VA	Smithfield-Church Manor, LP (540) 382-2002	Yes	50	50	Dec-2005	May 2006	No
8	Checed Warwick Newport News, VA	Checked Warwick Limited Partnership (540) 382-2002	Yes	48	48	Dec-2005	May 2006	No
9	Rivermeade I Yorktown, VA	Yorktown-Rivermeade, LLC (540) 382-2002	Yes	48	48	Sep-2006	Dec-2007	No
10	Yorktown Square I Yorktown, VA	Yorktown-Yorktown Square I, LLC (540) 382-2002	Yes	56	56	Sep-2006	Dec-2007	No
11	Yorktown Square II Yorktown, VA	Yorktown-Yorktown Square II, LLC (540) 382-2002	Yes	60	60	Nov-2006	Dec-2007	No
12	Rivermeade II Yorktown, VA	Yorktown-Rivermeade II, LLC (540) 382-2002	Yes	32	32	Mar-2007	Dec-2007	No
13	Lafayette Village Elderly Williamsburg, VA	Williamsburg-Lafayette Village Elderly, LLC (804) 343-7201	Yes	32	32	Dec-2007	Jul-2008	No
14	Lafayette Village Family Williamsburg, VA	Williamsburg-Lafayette Village Family, LLC (804) 343-7201	Yes	112	112	Dec-2007	Jul-2008	No
15	Lafayette Square Williamsburg, VA	Williamsburg-Lafayette Square, LLC (804) 343-7201	Yes	106	106	Dec-2007	Jul-2008	No
16	Courthouse Green Spotsylvania, VA	Spotsylvania-Courthouse Green, LLC (804) 343-7201	Yes	40	40	Dec-2007	Jul-2008	No
17	Boodry Place Morehead, KY	Boodry Place, LLC (606) 280-0269	No	32	32	Jun-2008	Apr-2009	No
18	College Green II Warsaw, VA	Warsaw-College Green II, LLC (804) 343-7201	Yes	16	16	Jul-2008	May-2009	No
19	Rutledge Hills Amherst, VA	Amherst-Rutledge Hills, LLC (434) 946-2758	Yes	48	48	Apr-2009	Feb-2010	No
20	Spicer's Mill Orange, VA	Orange-Spicers Mill, LLC (804) 343-7201	Yes	40	40	May-2009	Feb-2009	No
21	Old Farm Village Apartments Christiansburg, VA	CHPC-Old Farm Village, LLC (540) 382-2002	Yes	84	84	May-2011	Dec-2011	No
22	Friendship Village Apts. Virginia Beach, VA	Virginia Beach-Friendship Village, LLC (540) 382-2002	Yes	110	109	Oct-2011	May-29-2012	No
23	Parkview Gardens Farmville, VA	Farmville-Parkview Gardens, LLC (540) 382-2002	Yes	80	79	Jun-2012	Aug-2013	No
24	Hilltop Terrace Apartments Lexington, NC	Lexington-Hilltop Historic, LLC (540) 382-2002	Yes	63	63	Nov-2012	Oct-2013	No
25	Warwick SRO Newport News, VA	Warwick SRO, LP (757) 244-2836	Yes	88	88	Jul-2013	Dec-2013	No
26	Greenstone on 5th Apartments Charlottesville, VA	Blue Ridge Commons Apartments, LLC (540)382-2002	Yes	202	167	Dec-2013	Nov-2012	No
27	Rivermont Apartments Martinsville, Va	The Apartments of Rivermont, LLC (540) 382-2002	Yes	99	99	Dec-2013	Aug-2014	No
28	Dolly Ann Apartments Covington, VA	CHPC-Dolly Ann, LLC (540)382-2002	Yes	108	108	Aug. 2011	Apr-2012	No
29	Main Cross Mt. Sterling, KY	Mt. Sterling-Main Cross, LLC (540) 382-2002	Yes	51	51	Dec-1-2013	Nov-1-2014	No
30	Bettie Davis Apartments Suffolk, VA	Bettie Davis, LLC (540) 382-2002	Yes	60	60	Jan-24-2014	Jul-29-2015	No
31	Laurel Woods Apartments Pulaski County, VA	Laurel Woods Apartments, LLC (540)382-2002	Yes	46	46	May-1-2014	Nov-1-2014	No
32	Langston Park Apartments Hopewell, VA	Langston Park Apartments, LLC (540) 382-2002	Yes	56	56	Dec-15-2015	Jul-8-2016	No
33	Hunting Hills Apartments Radford, VA	Hunting Hills Apartments, LLC (540) 382-2002	Yes	12	12	Mar-23-2016	Aug-22-2016	No
34	Smokey Ridge Apartments Christiansburg, VA	Smoke Ridge, LLC (540)382-2002	Yes	52	52	Jun-8-2016	Sep-9-2016	No
35	Overlook Terrace Apartments Fredericksburg, VA	Apartments at Overlook Terrace, LLC (540) 382-2002	Yes	72	72	Dec-29-2015	Nov-21-2016	No
36	Highland Crossing Apartments Spartanburg, SC	Highland Avenue, LLC (540) 382-2002	Yes	72	72	Nov-30-2016	Feb-15-2017	No
37	Tranquility at the Lakes Virginia Beach, VA	SUL Tranquility Lakes, LLC (540) 382-2002	Yes	40	40	Dec-29-2016	Jul-27-2017	No
38	Kippax Place Apartments Hopewell, VA	Kippax Place Apartments, LLC (540) 382-2002	Yes	100	100	Dec-20-2016	Sep-10-2018	No
39	Belleville Meadows Suffolk, VA	Belleville Meadows, LLC (540) 382-2002	Yes	128	128	Dec-31-2016	Jul-13-2018	No
40	Lindsay Hill, Leiton, VA	Cumberland Court Apartments, LLC (540)382-2002	Yes	55	55	Dec-31-2016	Oct-29-2018	No
		1st PAGE TOTAL:		2,615	2,577		99%	**LIHTC as % of Total Units**

* 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.

ADD ADDITIONAL PROPERTIES USING (BOTTOM)

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N (Explain Yes)
46	Primrose Place Apartments Baltimore, MD	Primrose Place Apartments, LLC (540) 382-2002	Yes	125	125	Feb-5-2016	Jul-18-2018	No
47	Planters Woods Apartments South Hill, VA	Planters Woods South Hill, LLC (540) 382-2002	Yes	46	46	Nov-30-2017	May-8-2018	No
48	Powell Valley Village Apartments Jonesville, VA	Powell Valley Jonesville Apartments, LLC (540) 382-2002	Yes	34	34	May-23-2017	Jan-18-2018	No
49	Apartments at Kingsridge Henrico County, VA	Apartments at Kingsridge, LLC (540) 382-2002	Yes	72	72	Oct-1-2018	Jul-1-2019	No
50	The Residences at North Hill 2 Alexandria, VA	The Residences at North Hill 2, LLC (540) 382-2002	No	75	75	TBD	TBD	No
51	Senior Residences at North Hill Alexandria, VA	The Senior Residences at North Hill, LLC (540) 382-2002	No	63	63	TBD	TBD	No
52	Apartments at Kingsridge 2 Henrico County, VA	Apartments at Kingsridge 2, LLC (540) 382-2002	Yes	71	71	TBD	TBD	No
53	North Hill Bond 94 Alexandria, VA	The Residences at North Hill Bond 94, LLC (540) 382-2002	No	94	94	TBD	TBD	No
54	North Hill Bond 47 Alexandria, VA	The Residences at North Hill Bond 47, LLC (540) 382-2002	No	47	47	TBD	TBD	No
55	J. Van Story Branch Apartments Baltimore, MD	Van Story Branch Apartments, LLC (540) 382-2002	Yes	350	350	Jan-4-2021	TBD	No
56	Townsquare at Dumfries Triangle, VA	Townsquare at Dumfries Bond, LLC (540) 382-2002	Yes	227	227	TBD	TBD	No
57	Senior Townsquare at Dumfries Triangle, VA	Senior Townsquare at Dumfries, LLC (540) 382-2002	Yes	40	40	TBD	TBD	No
58	Apartments at Kingsridge 3 Henrico County, VA	Apartments at Kingsridge 3, LLC (540) 382-2002	Yes	24	24	TBD	TBD	No
59	Northway Galax, VA	Northway Family, LLC (540) 382-2002	Yes	72	72	TBD	TBD	No
60	Woods at Yorktown Yorktown, VA	Woods at Yorktown 2, LLC (540) 382-2002	Yes	60	60	TBD	TBD	No
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			2nd PAGE TOTAL:	1,400	1,400			
			GRAND TOTAL:	4,015	3,977			99% LIHTC as % of Total Unit

E

Site Control Documentation & Most Recent Real Estate Tax Assessment

(MANDATORY)

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (this "Agreement"), dated as of March 15, 2021, by and between LAUREL COURT APARTMENTS, INC., a Virginia nonstock corporation ("Seller"), and WELLESLEY COMMONS APARTMENTS, LLC, a Virginia limited liability company ("Buyer"), recites and provides as follows:

Recitals.

A. Seller is the fee simple owner of a certain parcel of land located in the City of Newport News, Virginia, comprised of approximately 1.62 acres of land, identified as City of Newport News Parcel ID Number 202001486, and more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements thereon and all appurtenances thereto (collectively, the "Property").

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

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

1. Sale. This Agreement constitutes a binding contract for the sale and purchase of the Property on the terms and conditions hereinafter provided. Seller shall be obligated to sell and convey, and Buyer shall be obligated to purchase, the Property in accordance with the terms and conditions of this Agreement. The purchase price to be paid by Buyer for the Property at Settlement (the "Price") shall be equal to Five Hundred Two Thousand and 00/100 Dollars ($502,000.00).

2. Settlement. Unless this Agreement is sooner terminated as provided in this Agreement, the closing of the sale of the Property shall take place at such place as the parties hereto may agree, on a date for closing which shall be within not less than 15 days, nor more than 60 days, after the date of a written notice from Buyer to Seller (the "Buyer Notice"), requesting that the closing occur (the "Settlement"). In the event the Settlement has not occurred by April 30, 2022, this Agreement shall be null and void. In any event, without the consent of both parties, Settlement shall not occur before September 1, 2021.

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

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

(b) The Property shall be in compliance with all applicable environmental laws and regulations.

(c) The current zoning of the Property shall permit Buyer's intended use (the "Intended Purpose").

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

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

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

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

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

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

9. Brokers. Each of Seller and Buyer represents to the other that there are no amounts due any realtor, broker, agent or finder in connection with this Agreement, and covenants that it will hold the other free and harmless from any and all liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with any claim or claims of any realtor, broker, agent or finder arising out of this Agreement. The provisions of this paragraph shall survive Settlement and not merge into the Deed.

10. Defaults.

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

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

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

If to Seller:

Laurel Court Apartments, Inc.
448 Depot Street NE
Christiansburg, VA 24073
Attn: Jeffrey K. Reed

If to Buyer:

Wellesley Commons Apartments, LLC
4915 Radford Avenue, Suite 300
Richmond, VA 23230
Attention: Samantha Brown

With a copy to:

Lauren D. Nowlin, Esq.
Williams Mullen
200 South 10th Street
Richmond, VA 23219

12. Assignment. Seller shall have the free right to assign its rights under this Agreement, and

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

13. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and shall be governed by the laws of the Commonwealth of Virginia.

(b) This Agreement contains the entire agreement between the parties with respect to the Property and is intended by the parties to be an integration of any prior agreements by the parties regarding the Property. This Agreement cannot be amended except by written instrument executed by all parties hereto.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall together be deemed one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

LAUREL COURT APARTMENTS, INC.,
a Virginia nonstock corporation

By: _____(SEAL)
Name: JEFFREY K. REES
Title: PRES

BUYER:

WELLESLEY COMMONS APARTMENTS, LLC,
a Virginia limited liability company

By: CHP WELLESLEY COMMONS APARTMENTS, LLC, a Virginia limited liability company, its Managing Member

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

By: _____(SEAL)
Name: Samantha Brown
Title: Vice President

44632446_1

EXHIBIT "A"

Legal Description

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon, and the appurtenances thereunto belonging, lying, situate and being in the City of Newport News, Virginia, and being known, numbered and designated as Parcel A-1 (70,392 S.F.), as shown on that certain plat entitled "Subdivision of 'Parcel A, Property of W & M Corporation' (D.B. 1009, Pg 896) Newport News, Virginia" dated March 21, 1996, and made by Campbell Land Surveying, Inc., which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Newport News, Virginia, in Deed Book 1430, at page 1743, to which reference is hereby made for a more particular description of the said property;

AND BEING all that same real estate conveyed unto Laurel Court Apartments, Inc., a Virginia non-stock corporation, from Statewide Properties, L.C. by deed dated October 28, 1996, which deed is to be recorded in the said Clerk's Office.

PARID: 202001486 51 WELLESLEY DR

Owner

Name	LAUREL COURT APARTMENTS INC, C/O COMMUNITY HOUSING PARTNERS

Parcel

Property Location	51 WELLESLEY DR
Parcel ID	202001486
Tax Status	Taxable
Neighborhood	C08OT348 - W & M CORP PARCEL A
Land Area (acreage)	1.62
Land Use and Zoning Details	Click here for additional details. Click here for City of Newport News Assessor's Web Page

Legal Description

Parcel/Lot:	PARCEL A-1
Block:	
Subdivision	W & M CORP PARCEL A
Section:	
Lot Dimensions	

Values

Current Land	600,000
Current Improvements	839,000
Current Total Assessment	1,439,000

Values History

Tax Year	Land	Improvements	Total Assessment
2021	600,000	839,000	1,439,000
2020	600,000	836,000	1,436,000
2019	600,000	941,000	1,541,000
2018	600,000	702,000	1,302,000
2017	600,000	713,000	1,313,000
2016	400,000	831,000	1,231,000
2015	400,000	793,000	1,193,000
2014	400,000	921,000	1,321,000
2013	400,000	813,000	1,213,000
2012	300,000	756,000	1,056,000
2011	300,000	890,000	1,190,000

Click button below to see expanded Values History

Generate Report

Sales History

Date	Amount	Buyer	Instrument Number
11/27/1996	$174,990	LAUREL COURT APARTMENTS INC	0014491553
05/06/1996	$0	STATEWIDE PROPERTIES L C	0014301996

Commercial

Structure Code	APARTMENT
	1998

Year Built	
Square Footage	0
Units (if applicable)	40
Stories	3

Commercial Sections

Line	Usage	Square Footage
1	Multiple Res (Low Rise)	0

Assessment History

Assessment Date	Total Tax	Tax Rate	Land	Improvements	Total Assessment
07/01/2020	$17,555.80	$1.22	600,000	839,000	1,439,000
07/01/2019	$17,519.20	$1.22	600,000	836,000	1,436,000
07/01/2018	$18,800.20	$1.22	600,000	941,000	1,541,000
07/01/2017	$15,884.40	$1.22	600,000	702,000	1,302,000
07/01/2016	$16,018.60	$1.22	600,000	713,000	1,313,000
07/01/2015	$15,018.20	$1.22	400,000	831,000	1,231,000
07/01/2014	$14,554.60	$1.22	400,000	793,000	1,193,000
07/01/2013	$16,116.20	$1.22	400,000	921,000	1,321,000
07/01/2012	$13,343.00	$1.10	400,000	813,000	1,213,000
07/01/2011	$11,616.00	$1.10	300,000	756,000	1,056,000
07/01/2010	$13,090.00	$1.10	300,000	890,000	1,190,000

The City of Newport News Treasurer's Office makes every effort to produce and publish the most current and accurate property tax information possible. No warranties, expressed or implied, are provided for the data herein, for its use, or its interpretation. Neither the City of Newport News nor the Treasurer's office assumes any liability associated with use or misuse of this data.

If you believe any data provided is inaccurate, please inform the Treasurer's office by telephone at (757) 926-8731 or by email to the Treasurer by clicking here treasurer@nnva.gov.
The tax balances on the online search system are maintained on the City's database. The balances may not reflect adjustments or payments that are in transit. Payment made online may not be reflected in online searches for 6-7 business days.

WARNING: Any parcels that have been divided or combined should be investigated by the purchaser to ensure that all taxes and levies are paid on associated parcels.

The below summary reflects Real Estate Taxes, Stormwater Fees, and Liens recorded in the City Treasurer's records. It does not reflect any liens recorded against the property in the Clerk of Courts records.

Note- City code requires that all Deferred tax years and/or the current fiscal year of Elderly Tax Exemption be reinstated if the property is being sold or there is a change in ownership. Please contact the Real Estate Assessor's Office (757) 926-1926 for further instructions.

Summary of Taxes and Fees Due

Tax Year	Type	Cycle	Due Date	Taxes	Fees	Penalty	Interest	Deferred Taxes	Elderly Tax Exemption	Balance Due
2021	RE	02	06/05/2021	$8,777.90	$.00	$.00	$.00	$.00	$0.00	$8,777.90
2021	SW	02	06/05/2021	$.00	$1,194.48	$.00	$.00	$.00	$0.00	$1,194.48
Total:				$8,777.90	$1,194.48	$.00	$.00	$.00	$0.00	$9,972.38

Calculate Payoff Amount

Select Future Payoff Date: 02/04/2021 Generate Report

Taxes/Fees Paid (Last 5 Years)

Generate Report

F

Third-Party RESNET Rater Certification

(MANDATORY)

VHDA

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 perfomance 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 documention 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.

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

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

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

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

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

Signed: Matt Waring

Date: 3.15.2021 **Printed Name:** Matt Waring

RESNET Rater

Resnet Provider Agency
Viridiant **Signature**

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

Wellesley
March 15th, 2021

viridiant

Wellesley
2021 LIHTC Pre-Review Comments

Project Address
51 Wellesley Drive
Newport News, VA 23606

Project Summary
Wellesley is a renovation multifamily development, comprised of 40 units located in Newport News, VA. Community Housing Partners plans to renovate the project utilizing 9% LIHTC. As part of their funding application the project is seeking Gold level certification under the EarthCraft program, which requires the project to meet a 30% HERS index improvement. Thomas Smith of TS3 Architects is the primary architect contact for the project.

Unit-Level Energy Modeling
Unit-level models were generated using Ekotrope v3.2.4 based on the proposed scope and plans provided by the project team dated February 26, 2021. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 77. The following outlines the scope as it is currently modeled.

Enclosure:
- Uninsulated slab, edge and perimeter
- R-11 Grade II cavity insulation in exterior above grade walls
- Uninsulated Rim Joist
- Uninsulated adiabatic walls and floors
- R-49 Grade II attic insulation
- 0.21 U-Value for opaque doors
- 0.32 U-Value/0.27 SHGC windows & glass doors

Mechanicals:
- SEER 16, HSPF 8.5, 18k air source heat pump, programmable thermostat
- 0.93 UEF storage electric water heaters, 40 gallon
- 5 ACH_{50} for infiltration threshold/blower door test
- 10% duct leakage to the outside, 16% total duct leakage
- 3rd floor units have ductwork located in the attic as worst case - R-6 insulation
- AirCycler providing mechanical ventilation using AHU motor at 250 watts and rates per ASHRAE 62.2 requirements

Lights & Appliances:
- ES rated kitchen appliances
  - 470 kWh/yr refrigerator
  - 295 kWh/yr dishwasher

VIRIDIANT • 1431 West Main Street • Richmond, VA 23220 • p 804.225.9843 • f 804.562.4159 • viridiant.org

viridiant

EARTH CRAFT Multifamily

- Advanced lighting 100% LED

Please let me know if you have any questions or if the above information does not accurately capture your current scope.

Sincerely,

Bill Riggs
Project Manager, Viridiant

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Home Energy Rating Certificate

Projected Report

Rating Date: 2021-03-08
Registry ID:
Ekotrope ID: q2RaxXMv

HERS® Index Score:

76

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

Annual Savings

$381

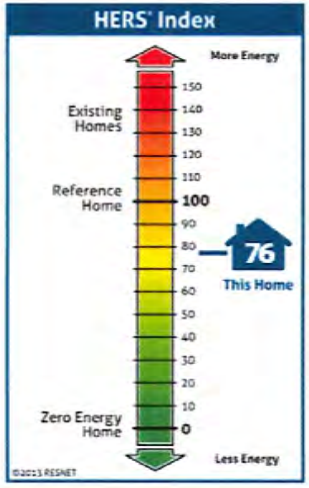
*Relative to an average U.S. home

Home:
51 Wellesley Drive
Newport News, VA 23606

Builder:
CHP

Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	3.2
Cooling	0.8
Hot Water	4.3
Lights/Appliances	12.6
Service Charges	
Generation (e.g. Solar)	0.0
Total:	**20.9**



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	568 ft²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Water Heater • Electric • 0.93 UEF
House Tightness:	9 ACH50
Ventilation:	45 CFM • 250 Watts
Duct Leakage to Outside:	56.8 CFM @ 25Pa (10 / 100 s.f.)
Above Grade Walls:	R-11
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A

This home meets or exceeds the criteria of the following:

Rating Completed by:

Energy Rater: Bill Riggs
RESNET ID: 3259518

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

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

Bill Riggs, Certified Energy Rater
Digitally signed: 3/15/21 at 4:00 PM

G

Zoning Certification Letter

(MANDATORY)

TIMMONS GROUP
YOUR VISION ACHIEVED THROUGH OURS.

2901 S. Lynnhaven Rd.
Suite 200
Virginia Beach, VA 23452

P 757.213.6679
F 757.340.1415
www.timmons.com

Zoning Certification

DATE: 03/02/2021

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

RE: ZONING CERTIFICATION

Name of Development: Wellesley

Name of Owner/Applicant: Wellesley Commons Apartments, LLC

Name of Seller/Current Owner: Laurel Court Apartments, Inc

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

DEVELOPMENT DESCRIPTION:

Development Address:
51 Wellesley Drive
Newport News, VA 23606

Legal Description:
See attached legal description.

Proposed Improvements:

☐ New Construction: ___ # Units ___ # Buildings ___ Approx. Total Floor Area Sq. Ft.
☐ Adaptive Reuse: ___ # Units ___ # Buildings ___ Approx. Total Floor Area Sq. Ft.
☒ Rehabilitation: 40 # Units 1 # Buildings 30,837.62 Approx. Total Floor Area Sq. Ft.

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Suite 200
Virginia Beach, VA 23452

P 757.213.6679
F 757.340.1415
www.timmons.com

Zoning Certification, cont'd

Current Zoning: O1 - Office District allowing a density of 24 max units per acre, and the following other applicable conditions: _____

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

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

Signature

Mark Richardson, PE
Printed Name

Principal
Title of Local Official or Civil Engineer

757-213-6679
Phone:

03/02/2021
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.

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Suite 200
Virginia Beach, VA 23452

P 757.213.6679
F 757.340.1415
www.timmons.com

Wellesley Legal Description

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon, and the appurtenances thereunto belonging, lying, situate and being in the City of Newport News, Virginia, and being known, numbered and designated as Parcel A-1 (70,392 S. F.), as shown on that certain plat entitled "Subdivision of 'Parcel A, Property of W & M Corporation' (D.B. 1009, Pg 896) Newport News, Virginia" dated March 21, 1996, and made by Campbell Land Surveying, Inc., which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Newport News, Virginia, in Deed Book 1430, at page 1743, to which reference is hereby made for a more particular description of the said property;

AND BEING all that same real estate conveyed unto Laurel Court Apartments, Inc., a Virginia non-stock corporation, from Statewide Properties, LC. by deed dated October 28, 1996, which deed is to be recorded in the said Clerk's Office.

H

Attorney's Opinion

(MANDATORY)

WILLIAMS MULLEN

Direct Dial: 804.420.6585
lnowlin@williamsmullen.com

March 18, 2021

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

RE: 2021 Tax Credit Reservation Request

Name of Development: Wellesley
Name of Owner: Wellesley Commons Apartments, LLC

Gentlemen:

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

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

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

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

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.

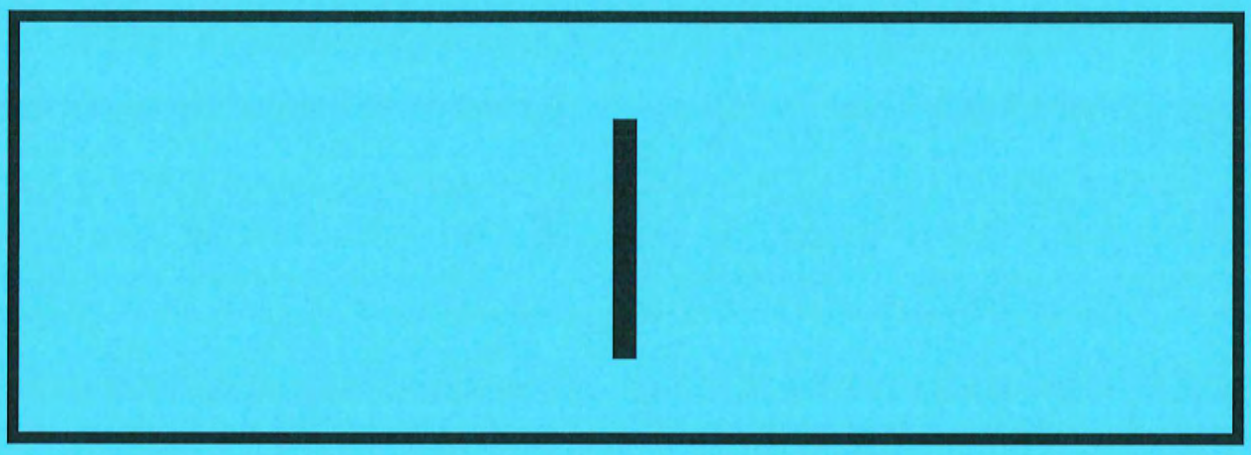
Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions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

WILLIAMS MULLEN, A Professional Corporation

By: Lauren Nowlin
Name: Lauren D. Nowlin
Its: Partner



Nonprofit Questionnaire

(MANDATORY for points or pool)

Virginia Housing

Non-profit Questionnaire

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

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

1. General Information

- Name of development: Wellesley
- Name of owner/applicant: Wellesley Commons Apartments, LLC
- Name of non-profit entity: Community Housing Partners Corporation
- Address of principal place of business of non-profit entity:
  448 Depot Street NE, Christiansburg, VA 24073
- Tax exempt status: ☑ 501(c)(3) ☐ 501(c)(4) ☐ 501(a)
- Date of legal formation of non-profit (must be prior to application deadline): March 8, 1979
  evidenced by the following documentation:
  See attached Exhibit A CHPC SCC Certificate of Good Standing
- Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached):
  June 6, 1980, See attached Exhibit B CHPC IRS 501c3 determination letter
- Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation):
  To sell, finance, purchase, own, manage, maintain, construct, improve and rehabilitate housing for low and moderate income individuals, and families, as well as to initiate, assist, coordinate, develop and implement programs and activities which are designed to ameliurate the housing needs of disadvantaged persons in and outside the Commonwealth of VA.
- 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.)?
  336 How many part time, paid staff members? 21

Describe the duties of all staff members:
Duties of staff members include persons who have experience and responsibilities in the area of affordable housing real estate development, financial management and planning, property management, resident services, construction, management and supervision, energy management, housing counseling, housing rehabilitation and real estate development.

Non-profit Questionnaire, cont'd

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

  ☐ Yes ☑ No If yes, explain in detail: _____

- What are the sources and manner of funding of the non-profit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development

  Community Housing Partners Corporation (CHP) receives support from public and private organizations including local, state and federal government agencies, private community and national foundations, in-kind and monetary donations from individuals and corporate sponsors, and grants and technical assistance through membership in regional and national associations such as NeighborWorks America. In addition, CHP generates fee income through development, construction, realty and property management.

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

  See attached Exhibit C CHPC 2021 Detailed Board Roster

2. Non-profit Formation

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

  N/A

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

  ☐ Yes ☑ No If yes, explain in detail:

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

  ☐ Yes ☑ No If yes, explain:

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

  ☐ Yes ☑ No If yes, explain:

Non-profit Questionnaire, cont'd

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

  ☐ Yes ☑ No, If yes, explain: _____

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

  ☐ Yes ☑ No

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

3. Non-profit Involvement

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

  ☑ Yes ☐ No

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

  (ii) Will the non-profit own 100% of the general partnership interest/owning entity?
  ☑ Yes ☐ No

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

- (i) Will the non-profit be the managing member or managing general partner?

  ☑ Yes ☐ No If yes, where in the partnership/operating agreement is this provision specifically referenced?
  See Tab A of the LIHTC application for the Schedule A Membership Interest Section of the Operating Agreement for Wellesley Commons Apartments, LLC

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

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

  ☑ Yes ☐ No If yes, where in the partnership/operating agreement is this provision specifically referenced? The Right of First Refusal is located in Article XI.N of the Operating Agreement.
  See Tab V of the Application for the Right of First Refusal.

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

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

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

☑ Yes ☐ No If yes,

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

Community Housing Partners Corporation will be the developer of the proposed project.

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

Community Housing Partners Corporation will be the management agent at the property and will also be responsible for bookkeeping activities for the property.

(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:

Property Manager - 1,560 hrs/yr | Regional Manager - 210 hrs/yr | CFO - 52 hrs/yr (Budget, Overhead, etc.) | VP of Asset Management - 104 hrs/yr | Accounts Payable - 104 hrs/yr | Controller - 150 hrs/yr

- 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.

N/A

- Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?

☐ Yes ☑ No If yes,

(i) explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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

Non-profit Questionnaire, cont'd

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

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

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

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

Non-profit Questionnaire, cont'd

4. Virginia and Community Activity

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

- Define the non-profit's geographic target area or population to be served:
  Virginia, Florida, North Carolina, Kentucky, Maryland, South Carolina and D.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:
  See attached Exhibit D Wellesley Experience serving the community

- 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:
  However it should be noted that Community Housing Partners Corporation's board contains representatives of low-income neighborhoods and Community Housing Partners Corporation is currently a CHDO.

- Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the non-profit to solicit contributions/donations in the target community?
  ☑ Yes ☐ No

- Does the non-profit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?
  ☑ Yes ☐ No If yes, explain:
  See attached Exhibit E Wellesley Examples of Demonstrated Support

- Has the non-profit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? ☐ Yes ☑ No If yes, describe the general discussion points:

- Are at least 33% of the members of the board of directors representatives of the community being served? ☐ Yes ☑ No If yes,
  (i) low-income residents of the community? ☐ Yes ☑ No
  (ii) elected representatives of low-income neighborhood organizations? ☐ Yes ☑ No

Non-profit Questionnaire, cont'd

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

- Does the board of directors hold regular meetings which are well attended and accessible to the target community? ☑ Yes ☐ No If yes, explain the meeting schedule:
  Community Housing Partners Corporation's board of directors meets four times each year with more frequent meetings of the executive committee. All meetings are open to the general public.

- Has the non-profit received a Community Housing Development Organization (CHDO) designation, as defined by the U. S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? ☑ Yes ☐ No

- Has the non-profit been awarded state or local funds for the purpose of supporting overhead and operating expenses? ☑ Yes ☐ No If yes, explain in detail: CHDO operating grants: 2003-1 award, 2004-2 awards, 2005-1 award, 2006-1 award, 2009 AHPP grant $50,000, 2010-3 awards, 2011-1 award, 2012-1 award, 2020 - Montgomery County CARES Nonprofit Assistance Grant: Used for COVID Relief (PPE Expenses) - $25,000

- Has the non-profit been formally designated by the local government as the principal community-based non-profit housing development organization for the selected target area? ☐ Yes ☑ No If yes, explain:

- Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? ☑ Yes ☐ No If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).
  See attached Exhibit F CHPC List of JV partnerships with a for-profit entity

- 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).
  See attached Exhibit G CHPC List of projects as Sole GP-MM

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

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

Non-profit Questionnaire, cont'd

5. **Attachments**

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

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

March 15, 2021
Date

Wellesley Commons Apartments, LLC
a Virginia limited liability company

By: CHP Wellesley Commons Apartments, LLC
a Virginia limited liability company,
its Managing Member

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

By: _____ (SEAL)
Name: Samantha Brown
Title: Vice President

March 15, 2021
Date

Community Housing Partners Corporation
Non-profit

By: _____
Board Chairman

By: _____
Executive Director

Wellesley
Non-profit Questionnaire
Exhibit A CHPC SCC Certificate of Good Standing

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

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

That the corporation was incorporated on March 8, 1979;

That the corporation's period of duration is perpetual; and

That the corporation is in existence and in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

February 26, 2021

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2021022615548008

COMMUNITY
HOUSING PARTNERS

Community Housing Partners
445 Depot Street NE, Christiansburg, VA 24073 | (540) 382-2002, TTY: 711, fax: (540) 382-1935 | www.CommunityHousingPartners.org

COMMUNITY HOUSING PARTNERS CORPORATION
BOARD OF DIRECTORS RESOLUTION FOR SIGNATURE AUTHORITY

December 17, 2020

At a meeting of the Board of Directors of Community Housing Partners Corporation (the "Corporation"), on December 17, 2020 at 3:00pm pursuant to proper notice and in compliance with the Corporation's Bylaws, the following resolution was adopted:

Resolved, that the following officers shall be and hereby are empowered and authorized to sign documents that may be required to complete any corporate debt, refinance, list and sell property, acquire property, or any transaction that furthers the Corporation's goal of providing affordable housing to low-income individuals and families, world-wide, including, but not limited to all reports, forms, documents, notes, deeds of trust, financial statements, deeds of conveyance, affidavits, settlement statements, and any such other documents that may be required on behalf of the Corporation.

Charlie Famuliner, Chair
Janet Riddlebarger, Vice Chair
Janaka Casper, Chief Executive Officer
Jeffrey K. Reed, President/Treasurer
Andy Hall, Chief Operating Officer/Secretary
David Schultz, Senior Vice President of Development & Construction
Samantha Brown, Vice President of Real Estate Development
Shaun Rai, Vice President of Asset Management
Lance Sutherland, Vice President of Finance & Accounting
Brian Gibbs, Controller

Certified and dated this
17th of December 2020

Janaka Casper
Janaka Casper, Chief Executive Officer

Andy Hall, Chief Operating Officer/Corporate Secretary

Wellesley
Non-profit Questionnaire
Exhibit B CHPC IRS 501c3 determination letter

Internal Revenue Service
District Director

Department of the Treasury

Date: JUN 0 6 1980

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

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

RECEIVED JUN 1 2 1980

Dear Applicant:

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

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

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

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

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

TE

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

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

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

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

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

(See caveat below.)

Sincerely yours,

Teddy R. Kern

District Director

In the event the organization initiates a housing construction program, you should inform this office so that a determination may be made as to its effect to your exempt status.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: April 21, 2001

Person to Contact:
Pat Mahan 31-04019
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
54-1023025

Community Housing Partners Corporation
930 Cambria St NE
Christiansburg, VA 24073

Dear Sir or Madam:

This is in response to the amendment to your organization's Articles of Incorporation filed with the state on March 9, 2001. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter issued in May 1980 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

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

Community Housing Partners Corporation
54-1023025

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

Wellesley
Non-profit Questionnaire
Exhibit C CHPC 2021 Detailed Board Roster

2021 CHP Board Roster

Officers of the Corporation

Janaka Casper, *Chief Executive Officer* 448 Depot Street NE, Christiansburg, VA 24073 540.382.2002 ext. 3311 jcasper@chpc2.org	**Jeff Reed, *President/Treasurer*** 448 Depot Street NE, Christiansburg, VA 24073 540.382.2002 ext. 3301 jreed@chpc2.org	**Andy Hall, *COO/Secretary*** 448 Depot Street NE, Christiansburg, VA 24073 540.382.2002 ext.3304 ahall@chpc2.org	

Board of Directors' Membership

Charles Famuliner, *Chair* Retired; HUD Director of Multifamily Housing 540.462.6262(h); 540.319.8555(m); cclkf12@gmail.com Maple Swamp Rd., Rockbridge Baths, VA 24473 *Member Since 12/11/14* *Committee(s): Governance*, Housing, RED**	**Janet Riddlebarger, *Vice Chair*** Retired; Senior Vice President, HHHunt 540.392.1999 (m); janetriddlebarger@gmail.com 310 Hamilton, Ave, NW, Christansburg, VA 24073 *Member Since 7/7/2020* *Committee(s): Housing*	**Susan Sisk, Past *Chair^*** Retired, CAO Community Housing Partners 540.320.0450 (m); susansisk@gmail.com 7536 Riverbluff Rd., Radford, VA 24141 *Member Since 12/11/14* *Committee(s): Governance*	**John Randolph^** Professor Emeritus, VT Urban Affairs & Planning 101 Architecture Annex, Blacksburg, VA 24060 540.239.3459 (m); energy@vt.edu 1100 Willard Drive, Blacksburg, VA 24060 Member Since 1/1/14 *Committee(s): Governance, Energy*
Ana Castilla+ Community Development Manager, TD Bank 255 Alhambra Circle, 2nd fl, Coral Gables, FL 33134 305.441.5705 (w); 786.877.4065 (m-w); 786.566.1793 (m-p); ana.castilla@td.com 5545 SW 6 Street, Miami, Florida, 33134 *Member Since 3/17/16* *Committee(s): Finance*	**Andrew McCoy** Director, Virginia Tech Center for Housing Research 430C Bishop Favrao Hall, Blacksburg, VA 24061 540.449.1861 (m); apmccoy@vt.edu 1304 Crestview Drive, Blacksburg, VA 24060 *Member Since 1/1/14* *Committee(s): RED*	**Freddy Paige~** Assistant Director, VA Center for Housing Research; Assistant Professor, Virginia Tech 400 Bishop-Favrao Hall, Blacksburg, VA 24061 840.318.9593 (m); freddyp@vt.edu 202 Givens Lane, Blacksburg, VA 24060 *Member Since 1/1/20* *Committee(s): Energy, RED*	**Racquel Reddie** Community Development Manager, SE Region National Community Stabilization Trust 5001 LBJ Freeway, Suite875, Dallas, TX 75244 813.919.5136 (m); rreddie@stabilizationtrust.com 1912 Abbey Ridge Dr., Dover, FL 33527 *Member since 1/27/15* *Committee(s): Housing**
Debbie Sherman Lee^ Retired Educator; Montgomery County Schools debbieslgranny2@gmail.com 125 Flagg Court, Christiansburg, VA 24073 *Member Since 1/1/18* *Committee(s): Housing*	**Doug Thompson** Vice President & Director of Credit Analysis Carter Bank and Trust 1001 South Horner Blvd., Sanford, NC 27330 919.935.0497 (w); 540.808.6713 (m); dougthompson6713@gmail.com 304 Rushing Wind Way, Apex, NC 27502 *Member Since 3/17/16* *Committee(s): Finance**		
			KEY * = Committee Chair **VA CHDO Information** ~ = Census Tract – 1 Member ^ = Non-Profit Nominee – 3 Members 4/10 = 40.0% **FL CHDO Information** + = Census Tract – 1 Member

Wellesley
Non-profit Questionnaire
Exhibit D Experience Serving the Community

4. Virginia and Community Activity

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

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

CHP's Resident Services division has significant experience in recruiting and placing volunteers and community-based partners to work alongside our staff to enhance the health and quality of life of our residents. CHP currently has a full-scale property management operation in Virginia managing CHP-owned assets. CHP's property management portfolio consists of 6,976 units of affordable housing including Tax Credit, Section 8, Home, RAD, Sail, HUD 236, 202,811, 221 D-4 and Rural Development 515. Of the 6,976 units of affordable housing, 6,356 units are CHP-owned and 620 units are fee managed by CHP for 3rd party owners.

CHP creates or preserves community centers and/or community space with every new rental real estate development project. The inclusion of community-centered space is instrumental in providing services to CHP's residents, thereby keeping them active and engaged in the community. CHP's community centers include multi-functional spaces such as computer learning centers, libraries, multi-purpose meeting rooms, and full warming kitchens.

Portfolio wide, we manage a resident population with 3,375 (52%) households considered to be Extremely Low Income (ELI, 30% AMI and lower), 1,582 (24.5%) resident households considered to be Very Low Income (VLI, 50% AMI and lower), and 647 (10%) resident households considered to be Low Income (LI, 80% AMI and lower). CHP's property management portfolio consists of 6,976 units of affordable housing including 2,039 HAP and 561 Rural Development Rental Assistance units. In addition over 25% of CHP's property management portfolio operates under a project-based section 8 contract.

Wellesley
Non-profit Questionnaire
Exhibit E Examples of Demonstrated Support

4. Virginia and Community Activity

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

☒ Yes ☐ No If yes, explain:

CHP's Resident Services division has significant experience in recruiting and placing volunteers and community-based partners to work alongside our staff to accomplish our mission of meeting the housing and services needs of our low-income residents. Our relationships with colleges/universities, community service organizations, non-profit groups, faith-based institutions, and service and retail organizations result in a tremendous amount of support in the area of service delivery. Our cadre of over 300 committed partners contribute staff hours, volunteers, in-kind material goods, and financial support which has totaled over $13 million dollars over the past eleven years.

Because the needs of residents residing in low-income housing are extensive and cannot be met through one service provider, partner building is at the core of CHP's Resident Services division. One of the main tasks of Resident Services is to focus on linkages between the property population's needs and the broader community. In 2020 alone CHP's relationships had a value totaling $2,199,058 with $19,233.17 of that amount dedicated to Wellesley Commons alone. Last year also resulted in a departmental reorganization designed with an eye toward more equitable service provision at all of CHP's properties; thus, the Wellesley apartment community will see an increase in Resident Services' programming in 2021, and CHP is confident in our ability to secure the necessary partnerships and relationships in the Newport News community to provide those programs. An initial community assessment has resulted in over 100 potential partners in the areas of health, education, arts and culture, and more.

Wellesley
Non-Profit Questionnaire
Exhibit F CHPC List of JV Partnerships with a For-profit Entity

4. Virginia and Community Activity

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 [X] No [ ] If yes, note each such application including: the development name and location, the date of application, the non-profit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

Development: **Non-Profit Role:** **Management:** **Status:**	Mariner's Landing (274 units), Newport News, VA, received Credits. Community Housing Partners Corporation (CHP) served as Contractor. Principal of CHP is Janaka Casper. SL Nusbaum Realty CO was the management agent. Principal of SL Nusbaum is Alan B Nusbaum. The development is operational within TC Compliance Period.
Development: **Non-Profit Role:** **Management:** **Status:**	Ocean Gate Apartments (174 units), Virginia Beach, VA, received Credits CHP served as Contractor. Principal of CHP is Janaka Casper. SL Nusbaum Realty CO was the management agent. Principal of SL Nusbaum is Alan B Nusbaum. The development is operational within TC Compliance Period.
Development: **Non-Profit Role:** **General Contractor:** **Management:** **Status:**	Woodburn Apartments (144 units), Manassas, VA - date of application- 3/1/1996 CHP served as minority General Partner and co-developer. National Housing Building Corporation served as Contractor. Principal is EV Hoffman. Harbor Group was the Management Agent. Principal of Harbor Group is Dick Swift. CHP withdrew from this partnership and sold the right of first refusal in 2013.
Developments: **Non-Profit Role:** **Status:**	High Meadows Associate Limited Partnership, Peppers Crossing Limited Partnership and The Station at Dowdy Drive Limited Partnership CHP served as a Joint Venture Partner with Unlimited Construction, Inc. CHP withdrew from these partnerships in May 2006 before tax credits were awarded.
Development: **Non-Profit Role:** **General Contractor:** **Management:** **Status:**	Friendship Village Apartments, Virginia Beach, VA, received Credits in 2009 CHP is 51% owner of the General Partner, JV Partner Atlantic Development, LLC. The key principal is Drew Fitch. CHP served as Contractor. Principal of CHP is Janaka Casper. Management Agent is CHP. Principal of CHP is Janaka Casper. The development is operational within TC Compliance Period.
Development: **Non-Profit Role:** **General Contractor:** **Management:** **Status:**	Primrose Place Apartments (125 units), Baltimore, Maryland, received Credits. CHP served as Developer Partner with the Housing Authority of Baltimore City and the French Development Company. CHP served as the General Partner and owner of Primrose Place Apartments. Principal of CHP is Janaka Casper. Southway Builders served as the Contractor. Principal of Southway Builders is Willie Moore. Management Agent is CHP. Principal of CHP is Janaka Casper The development is operational within TC Compliance Period.

Wellesley
Non-Profit Questionnaire
Exhibit F CHPC List of JV Partnerships with a For-profit Entity

Development:	The Residences at North Hill 2 (75 units), Fairfax County, Virginia. Received 2017 credits.
Non-Profit Role:	CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of The Residences at North Hill 2. Principal of CHP is Janaka Casper.
General Contractor:	Proposed Contractor is Breeden Construction. Principal of Breeden Construction is Brian Revere.
Management:	Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.
Status:	The project is currently in pre-development.
Development:	Senior Residences at North Hill (63 units), Fairfax County, Virginia. Received 2017 credits.
Non-Profit Role:	CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Janaka Casper.
General Contractor:	Proposed Contractor is Breeden Construction. Principal of Breeden Construction is Brian Revere.
Management:	Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.
Status:	The project is currently in pre-development.
Development:	The Residences at North Hill Bond 47 (47 units), Fairfax County, Virginia. Received 2020 credits.
Non-Profit Role:	CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Janaka Casper.
General Contractor:	Proposed Contractor is Breeden Construction. Principal of Breeden Construction is Brian Revere.
Management:	Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.
Status:	The project is currently in pre-development.
Development:	The Residences at North Hill Bond 94 (94 units), Fairfax County, Virginia. Received 2020 credits.
Non-Profit Role:	CHP is co-developer with Pennrose GP, LLC. CHP controls the 49% managing member that controls the sole member that controls the managing member that controls the owner of Senior Residences at North Hill. Principal of CHP is Janaka Casper.
General Contractor:	Proposed Contractor is Breeden Construction. Principal of Breeden Construction is Brian Revere.
Management:	Proposed Management Agent is Pennrose GP, LLC. Principals of Pennrose are Richard Barnhart, Mark Dambly and Timothy Henkel.
Status:	The project is currently in pre-development.

Wellesley
Non-Profit Questionnaire
Exhibit G CHPC List of Projects as Sole GP-MM

4. Virginia and Community Activity

Has the non-profit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?

☒ Yes ☐ No

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

Note: Listing reflects LIHTC applications where CHP acted as the Sole General Partner/Managing Member.

	Property Name	Location	Date of Application	Result of Application	Status of Development
1	Johnson Williams	Berryville, VA	1993 9% Competitive	Awarded Tax Credits	In extended use
2	River Trace	Newport News, VA	1993 9% Competitive	Awarded Tax Credits	In extended use
3	Canterbury Crossings	Chesapeake, VA	1997 9% Competitive	Awarded Tax Credits	In extended use
4	Grayson Manor	Independence, VA	1997 9% Competitive	Awarded Tax Credits	In extended use
5	Westbridge	Chesapeake, VA	1997 9% Competitive	Awarded Tax Credits	In extended use
6	Cedar Crest I	Blacksburg, VA	1998 9% Competitive	Awarded Tax Credits	In extended use
7	Orchard Grove	Pearisburg, VA	1998 9% Competitive	Awarded Tax Credits	In extended use
8	Westover Commons	Petersburg, VA	1999 4% Tax Exempt	Awarded Tax Credits	In extended use
9	Battleground	Saltville, VA	1999 9% Competitve	Awarded Tax Credits	In extended use
10	Cedar Crest II	Blacksburg, VA	2000 9% Competitive	Awarded Tax Credits	In extended use
14	Woods at Yorktown (Yorkshire)	Yorktown, VA	2001 9% Competitive	Awarded Tax Credits	In extended use
15	Northway	Galax, VA	2002 4% Tax Exempt	Awarded Tax Credits	In extended use
17	Ansell Gardens	Portsmouth, VA	2002 9% Competitive	Awarded Tax Credits	In extended use
18	Cedar Crest III	Blacksburg, VA	2002 9% Competitive	Awarded Tax Credits	In extended use
19	Meadowview	Pulaski, VA	2002 9% Competitive	Awarded Tax Credits	In extended use
20	College Green I	Warsaw, VA	2003 9% Competitive	Awarded Tax Credits	In extended use
21	Honeytree Apartments	South Boston, VA	2003 9% Competitive	Awarded Tax Credits	In extended use
25	Sentry Woods	Dinwiddie, VA	2003 9% Competitive	Awarded Tax Credits	In extended use
26	Rappahannock	Tappahannock, VA	2004 9% Competitive	Awarded Tax Credits	In extended use
28	Rivermeade I	Yorktown, VA	2004 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
29	Yorktown Sq. I	Yorktown, VA	2004 9% Competitive	Awarded Tax Credits	In extended use
30	Yorktown Sq. II	Yorktown, VA	2004 9% Competitive	Awarded Tax Credits	In extended use
31	Courthouse Green	Spotsylvania, VA	2005 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
32	Lafayette Village Square	Williamsburg, VA	2005 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
33	Lafayette Village Elderly	Williamsburg, VA	2005 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
34	Lafayette Village Family	Williamsburg, VA	2005 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
35	Rivermeade II	Yorktown, VA	2005 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
36	Boodry	Morehead, KY	2006 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
37	College Green II	Warsaw, VA	2006 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
38	Spicers Mill	Orange, VA	2006 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
39	Rutledge Hills	Amherst, VA	2007 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
40	Dolly Ann Apartments	Covington, VA	2009 9% Competitive	Awarded Tax Credits	Operating within TC compliance period

Wellesley
Non-Profit Questionnaire
Exhibit G CHPC List of Projects as Sole GP-MM

	Property Name	Location	Date of Application	Result of Application	Status of Development
41	Friendship Village	Virginia Beach, VA	2009 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
42	Linden Green	Christiansburg, VA	2009 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
43	Parkview Gardens	Farmville, VA	2010 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
44	Hilltop Terrace	Lexington, NC	2011 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
46	Greenstone on 5th (Blue Ridge Commons)	Charlottesville, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
47	Laurel Woods	Pulaski, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
48	Main Cross Apartments	Mt Sterling, KY	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
49	Maplewood (Rivermont)	Martinsville, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
50	Warwick SRO	Newport News, VA	2012 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
51	Hunting Hills	Christiansburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
52	Overlook Terrace	Fredericksburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
53	Smokey Ridge	Christiansburg, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
54	The Summit (Langston Park)	Hopewell, VA	2013 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
55	Bettie Davis Village	Suffolk, VA	2014 4% Tax Exempt	Awarded Tax Credits	Operating within TC compliance period
56	Belleville Meadows	Suffolk, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
57	Kippax Place	Hopewell, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
59	Lindsay Hill	Lorton, VA	2014 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
60	Planters Woods	South Hill, VA	2015 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
61	Powell Valley	Jonesville, VA	2015 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
62	Sun Valley Landings	Dublin, VA	2015 9% Competitive	Awarded Tax Credits	Returned Tax Credit Award
63	Apartments at Kingsridge	Richmond, VA	2016 9% Competitive	Awarded Tax Credits	Operating within TC compliance period
64	Apartments at Kingsridge 2	Richmond, VA	2018 9% Competitive	Awarded Tax Credits	Under Construction
65	Townsquare at Dumfries	Triangle, VA	2018 4% Tax Exempt	Awarded Tax Credits	Under Construction
66	Northway	Galax, VA	2020 9% Competitive	Awarded Tax Credits	In predevelopment
67	Senior Townsquare at Dumfries	Triangle, VA	2020 9% Competitive	Awarded Tax Credits	In predevelopment
68	Woods at Yorktown NC	Yorktown, VA	2020 9% Competitive	Awarded Tax Credits	In predevelopment
69	Apartments at Kingsridge 3	Richmond, VA	2020 9% Competitive	Awarded Tax Credits	In predevelopment

J

Relocation Plan Including Unit Delivery Schedule

(MANDATORY, if tenants are displaced**)**

Relocation Plan

Wellesley

Newport News, Virginia

I. Project Information

Name of Development: Wellesley

Address: 51 Wellesley Drive
Newport News, VA 23606

Owner's Representative: Wellesley Commons Apartments, LLC
C/O Community Housing Partners Corporation
Samantha Brown
Vice President of Development
804-614-2682
sbrown@chpc2.org
4915 Radford Ave.
Suite 300
Richmond, VA 23230

Property Management: Community Housing Partners Corporation (CHP)
Andy Hall
Chief Operating Officer/Executive Vice President
540-382-2002
ahall@chpc2.org
448 Depot St NE
Christiansburg, VA 24073

The owner, Wellesley Commons Apartments, LLC agrees to comply with Virginia Housing's (VH) Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. Our relocation compliance activities will include, but are not limited to:

1. Full communication of plans
2. 120-day General Information Notices
3. Tenant Advisory Services
4. Notice of Non-Displacement
5. 30-day move notices
6. Relocation assistance
7. Relocation payments

8. The Relocation Plan will be kept in plain sight
9. Documentation of compliance for all residents subject to relocation

The owner intends to temporarily relocate Wellesley residents during the rehabilitation of Wellesley. The owner will comply with VH's Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. All temporary resident relocation costs will be paid by the owner, including packing assistance, round trip moves and utility transfers. All packing materials will be provided to residents at no charge. Work is anticipated to begin July 1, 2022 and be completed by October 1, 2023 with no residents expected to be permanently relocated.

During the COVID-19 pandemic, CHP will follow its established *Pandemic Preparedness & Response Plan for the Workplace* for staff and contractors on site (attached as Exhibit A). CHP will disinfect units prior to any resident moving in if the unit cannot remain vacant prior to move in for at least the CDC recommended time period (currently at 72 hours). Units will also be disinfected prior to construction turnover if the unit cannot remain vacant for at least the allotted CDC timeframe (currently at 72 hours).

To ensure that residents are kept well informed throughout the process and that their concerns are addressed, the owner, property management, and the general contractor will host a series of meetings for residents. These meetings will take place prior to the start of construction and during each phase of the redevelopment and will allow residents the opportunity to express any concerns and have their questions answered related to the construction schedule and the temporary relocation process.

The owner will also conduct one-on-one interviews with the residents to allow them the opportunity to express any concerns and address any questions they may have.

A General Information Notice will be sent at least 120 days prior to the commencement of any construction activities advising residents of their rights under VH's Relocation Assistance Guidelines and the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) as well as other state and local regulations relevant to tenant relocation, as applicable. Clear communication will be maintained with residents throughout the construction and relocation process through frequent notices and updates as well as resident meetings.

II. Project Scope

Wellesley is a one (1) building, three (3) story, 40-unit property consisting of forty (40) one-bedroom units, a community room, laundry rooms, exercise room and leasing office. The building was constructed in 1997. Contractors will be expected to follow all policies laid out in the *Pandemic Preparedness & Response Plan for the Workplace*.

Proposed improvements include but are not limited to:

- Site and parking improvements
- Rehab of existing community room
- New roof, gutters and downspouts
- Replacement of unit flooring
- Replacement of cabinets and counter tops
- Installation of low flow faucets, shower heads and toilets
- Installation of Energy Star appliances and lighting

- Replacement of unit entry doors and interior doors as needed
- Replacement of hot water heaters
- Installation of new HVAC systems

Estimated Relocation Start Date: **June 14, 2022**

Estimated Construction Start Date: July 1, 2022

Estimated Construction Completion Date: October 1, 2023

III. Planned Measures to Minimize Construction Impact on Occupied Units

The impact on the residents of Wellesley will be minimized to the greatest extent possible. Renovation of a unit will be accomplished in approximately 20 weeks. Additional work may be required in renovated units requiring short 1-2-hour visits to complete touch up painting and other final details. If contractors need access to occupied resident units, the *Pandemic Preparedness & Response Plan for the Workplace* will be followed.

During the 20-week renovation process, residents will be moved to temporary "hotel units" within the project site. These will be apartments on the site that have been readied for residents to temporarily reside while their unit is being renovated. Residents will then move to a permanent unit once construction is complete. Our goal is to limit the amount of resident disturbance during the rehabilitation and, we will make every effort to move residents only once from their original unit to a newly renovated unit if possible.

Contractors may be on site from 6:00 a.m. to 5:00 p.m. Staging will start no earlier than 6:00 a.m. and the use of power tools or heavy machinery will begin no earlier than 8:00 a.m., nor continue after 5:00 p.m., Monday through Friday unless approved by owner.

During the COVID-19 pandemic, CHP will follow its established *Pandemic Preparedness & Response Plan for the Workplace* for staff and contractors on site. CHP will disinfect units prior to any resident moving in if the unit cannot remain vacant prior to move in for at least the CDC recommended time period (currently at 72 hours). Units will also be disinfected prior to construction turnover if the unit cannot remain vacant for at least the allotted CDC timeframe (currently at 72 hours). Contractors will be required to follow all policies laid out in the *Pandemic Preparedness & Response Plan for the Workplace.*

IV. Projected Rents and Rental Policies After Rehab

Projected Rents

Unit Type	No. of Units	*Initial Contract Rent	Subsidy
1 BR – 1 Bath	5	$625	PBRA
1 BR – 1 Bath	35	$625	PBRA

*Contract rents are subject to RAD for PRAC which will occur at closing.

Rental Policies:

CHP's Property Management division will have the responsibility for the day-to-day management of property operations. The Project will follow applicable statutes, regulations, and guidance, as provided by VH's *Relocation Assistance Guidelines* as well as the Uniform Relocation Assistance Act of 1970 (URA), Section 104(d) and other state and local regulations, as applicable.

No current residents will be permanently, involuntarily displaced from the Project site.

All residents will receive a unit that meets the unit size and rent requirements according to HUD, VH and local jurisdiction occupancy standards. For most tenants, this means that they will return to a unit of a similar size and type as their prior unit. Tenants who were over-housed in their original unit will generally be required to accept a unit at the Project site that meets the HUD, VH and local jurisdiction size and occupancy standards. However, if there are no appropriately sized units for the tenants to move in to, such over-housed tenants may remain in a unit that is similar in size as their original unit until an appropriately sized unit becomes available.

Tenants who request a reasonable accommodation will be accommodated in accordance with the owner and Property Management's reasonable accommodation policy and all applicable state, federal and local requirements.

If the property is home to non-English speaking/reading residents, appropriate translation and/or interpretation services will be provided to ensure that these residents adequately understand relocation, construction, leases and established rules and policies.

V. Advisory Services

The owner and Property Management staff will provide informational and advisory services before and during renovations. These services will include but are not limited to the following:

a. Provide referrals for tenants to replacement properties as needed.
b. Provide tenants with written information and/or translation services in their native languages if necessary.
c. Provide appropriate counseling for tenants who are unable to read and understand notices.
d. Provide contact information for questions and access to phone or computer if needed to make contact
e. Provide transportation for tenants needing to look at other housing, especially those who are elderly or disabled, as needed.
f. Understand and anticipate the needs of families and the elderly to meet the special advisory services they may need.
g. Ensure residents are aware that appointments can be scheduled outside of normal business hours if needed.

h. Provide tenant advisory services and moving cost reimbursement for those residents that will be temporarily relocated for longer than 30 days.

VI. Estimated Determination as to Moving Cost Reimbursement

Funds are included in the Wellesley development budget for moving and other costs related to the temporary relocation of residents. Community Housing Partners will provide coordinated support and assistance to any residents requiring additional help during the moving process.

Anticipated moving costs are as follows:

Resident Moves:
$1,000 per unit

Utility/Cable Transfer reimbursements based on receipts:

Dominion Energy (Electric):	$50
Community Phone/Cox/Verizon (Landline phone):	$50
Cox Cable/Verizon (Internet):	$50

If the resident opts to move their own belongings, Community Housing Partners will provide reimbursement of moving costs, to be determined as noted below:

1. The lower of two bids or estimates prepared by a commercial mover; or
2. Receipted bills for labor and equipment provided by a commercial mover; or
3. Utilize *the Federal Highway Administration's Fixed Residential Moving Cost Schedule* for Virginia

In order to process tenant moving costs, tenants will be informed that they are required to provide documentation, including bills, certified prices, appraisals and other evidence of expenses. As the Owner, we will:

- Provide reasonable assistance necessary to complete and file tenants' claims for payment
- Reimburse moving costs upon receipt of billing documentation from the tenant
- Provide expedited return of security deposits or allow tenants to apply security deposits to the last month's rent
- Make advanced payments, if a tenant demonstrates the need, in order to avoid or reduce a hardship (often tenants will need these payments for security deposits)
    - Promptly notify the tenant in writing of its determination, the basis for its determination and the procedures for appealing that determination, if it disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds
- Not propose or request that a displaced tenant waive his or her rights or entitlements to relocation assistance and benefits

VII. Unit Delivery Schedule

Building	JULY 1, 2022	DEC 1, 2022	MAY 1, 2023	OCT 1, 2023
1		12 Units	16 Units	12 Units

This relocation plan will be displayed on site in the Wellesley manager's office.

All documentation related to relocation activities connected with the planned improvements at Wellesley, to include, but not limited to formal notices, moving cost reimbursements and other such documentation will be stored in individual resident relocation files.

EXHIBIT A

PANDEMIC PREPAREDNESS & RESPONSE PLAN FOR THE WORKPLACE

December 2020

Updated 3/2/2021

COMMUNITY HOUSING PARTNERS

Wellesley

I. OBJECTIVE

The purpose of this Pandemic Preparedness & Response Plan for the Workplace ("Plan") is to set forth best practices for achieving a healthy and safe work environment for employees, subcontractors, suppliers, vendors, residents, and clients in conjunction with published guidance from appropriate governmental authorities such as the Centers for Disease Control (CDC); Occupational Health and Safety Administration (OSHA); and local, state, and federal authorities. Oversight for the implementation and monitoring of this Plan will be the responsibility of Community Housing Partners' (CHP) Chief Operating Officer (COO).

II. HAZARD PREVENTION AND CONTROLS

A. Education and Training

All CHP employees are required to complete all CHP-issued COVID-19 related training on PPE, disinfecting, and safety protocols. Upon completion of training, CHP will issue a certificate of completion stating the required training has been completed.

CHP employees, subcontractors, suppliers, and vendors ("personnel") will be provided with a copy of this Plan prior to their presence on-site and, upon arrival to the site, will be briefed on the protocols in practice to effectuate the Plan. Project management meetings will be supplemented with reminders to the attendees of the responsibilities of everyone in attendance. All personnel are required to actively participate in organizational safety and health programs. In practice, employees may be required to attend required training and are to be warned against bypassing or undermining engineered controls established in this Plan.

All new personnel must receive a job-specific orientation prior to beginning their shift regarding job-specific protocols and COVID-19 requirements under this Plan.

The Site Superintendent, or her/his designee, is responsible for monitoring adherence to this Plan by personnel, and visitors; will conduct periodic safety meetings with personnel; and will stay in communication with all appropriate parties on updates to the plan.

B. Hygiene

Personnel should wash hands a minimum of 20 seconds with soap and water multiple times per day. This includes immediately upon project arrival, before eating, after task, after bathroom breaks, after fueling a vehicle, after touching common tools or similar items, and just prior to project departure. If soap and water is not available, personnel must use an alcohol-based hand sanitizer that contains at least 60% alcohol.

CHP will make every effort to ensure that the following supplies are maintained at readily accessible locations throughout the project site:

- Wash station
- Alcohol-based hand sanitizer/wipes
- Paper towels
- Trash bags

Personnel must avoid handshaking and avoid touching their eyes, nose, and mouth with unwashed hands.

Personnel must cover coughs and sneezes by following the CDC protocol:

- Cover their mouth and nose with a tissue or use the inside of their elbow.
- Throw used tissues in the trash.
- Immediately wash their hands as previously prescribed.

In lieu of using a common source of drinking water (e.g., a cooler), personnel should use individual bottles and not share from a bottle.

C. Social Distancing

Personnel must maintain the minimum recommended social distancing of 6 feet whenever possible. If the specific task is such that a distance of 6 feet cannot be maintained, e.g., two people required to complete a task in a tight space, an approved face covering must be worn.

All meetings which can be held by phone or virtually shall be done so whenever possible.

Jobsite meetings will be limited and held outdoors in the open air whenever possible. During any in-person meetings, avoid gathering in groups of more than 10 people, and participants must remain at list six (6) feet apart.

Where work trailers are used, only necessary personnel should enter the trailers, and all personnel should maintain social distancing and wear a face covering while inside.

Personnel are encouraged to minimize ridesharing. While in vehicles, personnel must ensure adequate ventilation and wear face covering.

Limitations on elevator or hoist capacity will be implemented commensurate with the space available to ensure compliance with the social distancing objectives outlined in this plan.

D. Personal Protective Equipment (PPE)

Personnel should always wear a face covering when inside common spaces of buildings and outside when not able to social distance.

CHP will make available the appropriate PPE for all CHP employees on the work site. PPE will be provided to accommodate the following requirements:

- CHP-provided face coverings must be worn by all employees at all times when inside common spaces of buildings and outside when unable to social distance. Mouth and nose must be fully covered and covering should go below chin.
- Gloves are required for cleaning, disinfecting, and mixing chemicals, to provide protection from the chemicals. Otherwise, wash hands frequently.
- Safety glasses are required for cleaning, disinfecting, and mixing chemicals, to protect from chemicals.
- In the event personnel are required to enter a space occupied by someone confirmed to currently have COVID-19 (e.g., a resident-occupied unit), a Tyvek suit and booties (plus surgical mask, gloves, and safety glasses) are required when entering the space.

Subcontractors, vendors, and suppliers will provide their own PPE to satisfy the requirements of this Plan.

III. ADMINISTRATIVE CONTROLS

A. Access Control

CHP will endeavor, wherever possible, to establish a single point of entry to the worksite to allow for employee, subcontractor, supplier, and vendor observation and hazard identification. All worksite entry points will be staffed during working hours and secured thereafter. In all instances, employee and subcontractor entries will be separate from and closed to residents.

Entry to the work site by personnel will be predicated on CHP established pre-screening protocols and temperature checks, which will be consistent with CDC, OSHA, and local, state, and federal authorities.

B. Meetings

All meetings which can be held virtually shall be done so whenever possible. Jobsite meetings will be limited and held outdoors in the open air whenever possible, and all workers are advised to maintain the recommended (6ft.) safe distance from all persons whenever feasible. Handshaking shall be avoided.

C. Resident and Worker Separation

The risk of such exposures shall be reviewed on an individual case-by-case project basis. CHP shall partner with project Owners to help determine the appropriate precautionary measures, which may in some cases include a recommendation to temporarily relocate residents.

When possible, construction worker/employee/visitor parking will be sequestered apart from resident parking, including the paths of travel to the work site entrance and staging areas for the project will be isolated away from resident parking and paths of travel to the building.
For renovation projects, CHP will establish, when possible, a dedicated personnel entrance and exit, which will be closed to the residents. Similarly, use of existing project elevators, where available, will be confined to elevators that have been dedicated for project staff usage, when possible.

When possible and appropriate, temporary partitions will be constructed in all areas where on-going work risks contact with occupied tenant areas and will be created so as to prohibit either population from entering the space of the other.

Work that impacts resident areas, such as the common corridors, lobbies, and common rooms will begin only after the area has been cleaned. Apartment renovation work will be done in vacated apartments and common area renovation work will be done in common rooms made off limits to residents.

Material deliveries that must use occupied, resident spaces and common areas will be coordinated with property management and the paths of travel sealed off from resident interaction with temporary partitions, when possible.

Moving company staff will be equipped with PPE when handling resident belongings. The moving vendor will be briefed on the contents of Plan prior to commencing work at the property.

D. Cleaning and Disinfecting

Personnel should limit the use of co-workers' tools and equipment. In the event of sharing, the tools and equipment must be wiped down with sanitizing wipes before and after use.

Frequently touched items, such as those listed here, will be disinfected frequently.

- Workstations
- Countertops
- Keyboards
- Telephones
- Tools
- Light switches
- Refrigerator handles
- Copiers
- Desks
- Faucet handles
- Doorknobs
- Toilet Seats

CHP will ensure that any disinfection shall be conducted using one of the following:

- Common EPA-registered household disinfectant;
- Alcohol solution with at least 60% alcohol; or
- Diluted household bleach solutions (these can be used if appropriate for the surface).

Apartments undergoing rehabilitation will be professionally cleaned and disinfected following the renovations and prior to resident belongings being moved back, and any hospitality suites utilized during the renovation will be cleaned and disinfected between occupants.

E. Hazard Identification

All employees in supervisory positions (Superintendents, Project Executives, Project Managers, Safety Professionals, other Managers and Owners) are responsible for recognizing and reporting any employee who shows symptoms associated with a given contagion. If a supervisor recognizes contagion-associated symptoms in any employee, they must immediately report their findings to their direct supervisor and/or the aforementioned administrators of this Plan.

Furthermore, if an employee of CHP recognizes that any worker, subcontractor employee, etc., is exhibiting symptoms of an identified contagion, they are to direct the worker to leave the jobsite and notify the appropriate subcontractor's foreman of same immediately.

Individuals who appear to have acute respiratory illness symptoms (i.e., cough, shortness of breath) upon arrival to a Project or become sick during the day should be separated from other individuals and be sent home immediately.

F. Closure

In the event CHP identifies situations where the health and safety of personnel or visitors to a project has been or could be compromised, CHP may elect to close the project for a period of time as set forth in any published CDC or OSHA-established guidelines. During such closure, CHP will employ cleaning protocols as established above as appropriate.

In the event of an office or jobsite closure, personnel will be notified as soon as possible. CHP shall maintain consistent communication with project personnel regarding such project closures and re-openings providing sufficient details of the reason for such closure so as to allow all interested parties to appropriately evaluate any collateral risks, if any.

K

Documentation of Development Location

K.1

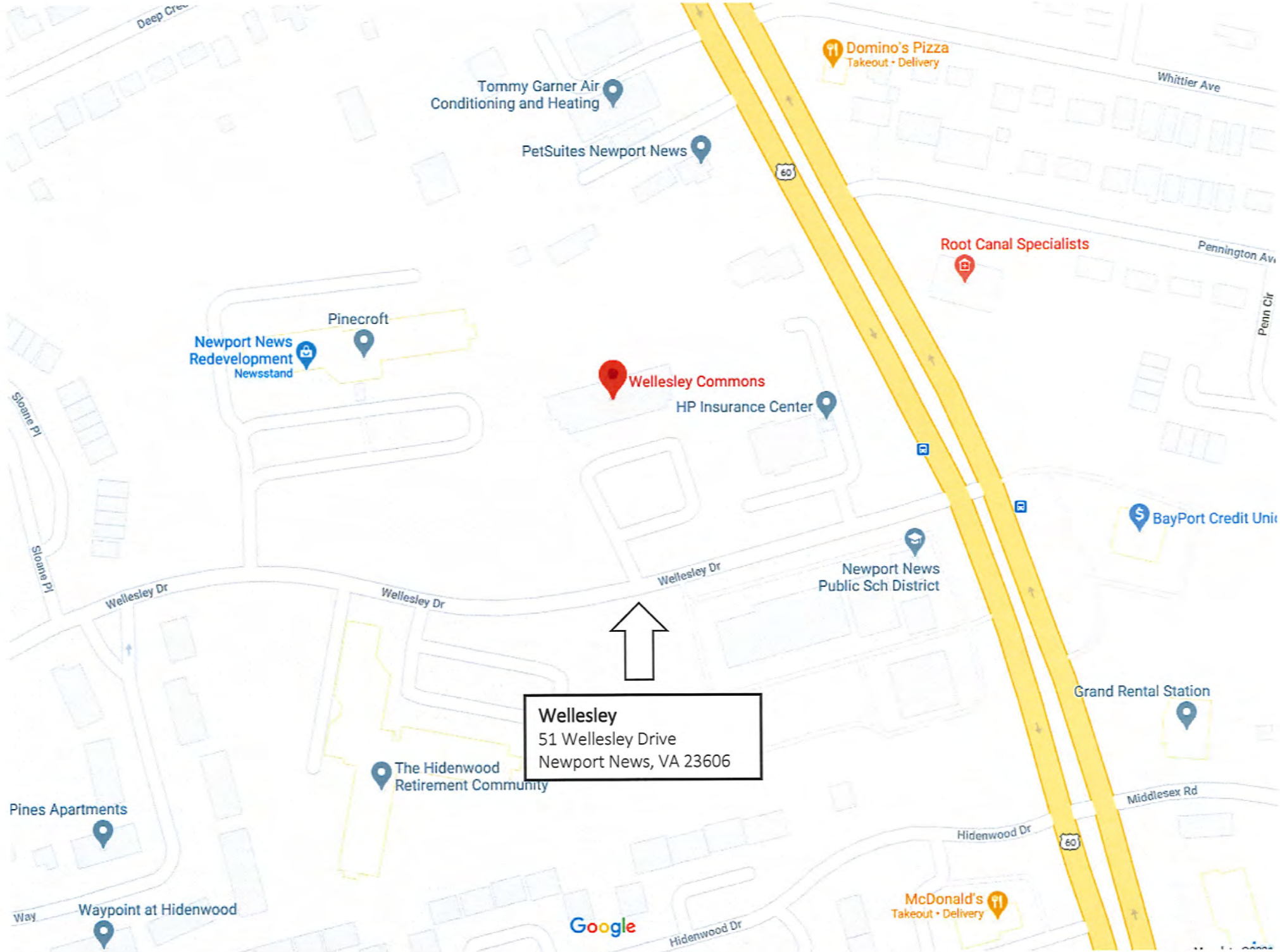
Revitalization Area Certification

Not Applicable

K.2

Location Map

Whittier Ave
Domino's Pizza
Takeout · Delivery
Whittier Ave
Northampton
Dance Studios
Tommy Garner Air
Conditioning and Heating
PetSuites Newport News
60
Pennington Ave
Pennington Ave
Root Canal Specialists
Pinecroft
Newport News
Redevelopment
Newsstand
Wellesley Commons
HP Insurance Center
Sloane Pl
Warwick Blvd
BayPort Credit Unio
Sloane Pl
Wellesley Dr
Wellesley Dr
Wellesley Dr
Newport News
Public Sch District
Wellesley
51 Wellesley Drive
Newport News, VA 23606
Grand Rental
The Hidenwood
Retirement Community
l Pines Apartments
60
Hidenwood Dr
Hidenwood Dr
Tall Pines Way
Waypoint at Hidenwood
McDonald's
Takeout · Delivery
Google


Domino's Pizza
Takeout · Delivery
Whittier Ave
Tommy Garner Air Conditioning and Heating
PetSuites Newport News
60
Root Canal Specialists
Pennington Ave
Penn Cir
Pinecroft
Newport News Redevelopment
Newsstand
Wellesley Commons
HP Insurance Center
Sloane Pl
BayPort Credit Uni
Wellesley Dr
Wellesley Dr
Wellesley Dr
Newport News Public Sch District
Wellesley
51 Wellesley Drive
Newport News, VA 23606
Grand Rental Station
The Hidenwood Retirement Community
Middlesex Rd
Pines Apartments
Hidenwood Dr
60
McDonald's
Takeout · Delivery
Waypoint at Hidenwood
Google
Hidenwood Dr

K.3

Surveyor's Certification of Proximity to Public Transportation

TIMMONS GROUP
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2901 S. Lynnhaven Rd.
Suite 200
Virginia Beach, VA 23452

P 757.213.6679
F 757.340.1415
www.timmons.com

Surveyor's Certification of Proximity to Transportation

DATE: 03/02/2021

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

RE: 2021 Tax Credit Reservation Request
Name of Development: Wellesley
Name of Owner: Wellesley Commons Apartments, LLC

Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low-Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

[ ] 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**

[X] 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Timmons Group
Firm Name

By: _____

Its: Principal
Title

L

PHA/Section 8 Notification Letter

Not Applicable

M

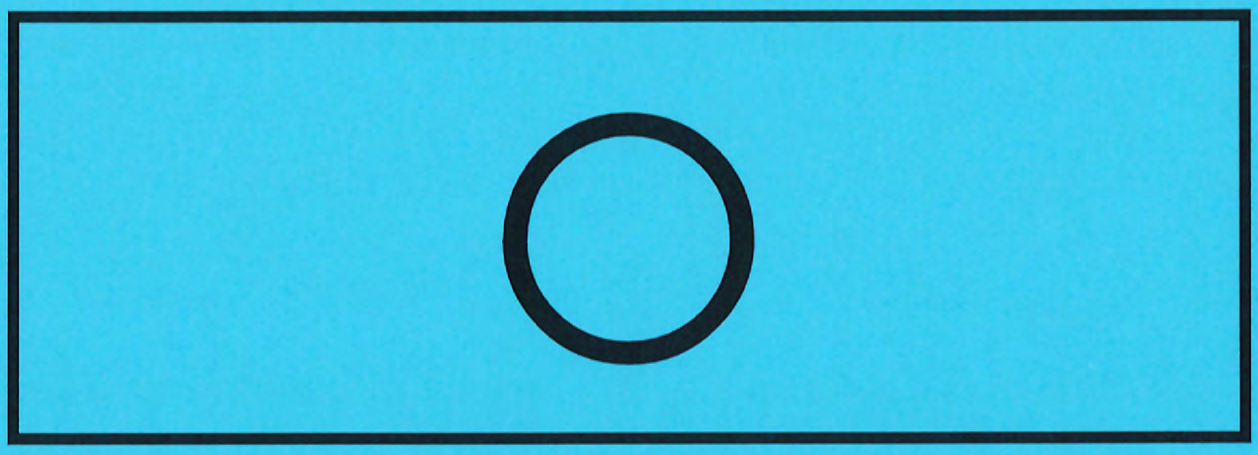
Locality CEO Response Letter

Not Applicable

N

Homeownership Plan

Not Applicable



Plan of Development Certification Letter

Not Applicable

P

Copies of 8609s to Certify Developer Experience and Partnership agreements

VHDA Experienced LIHTC Developers

Notes: **Updated:** 3/4/2021

| Listed if 'named' Controlling General Partner or Managing Member (as confirmed by supporting documentation)

| Listed if documentation supported at least 6 LIHTC developments

| Listed if a principal who has developed at least 3 LIHTC deals and has at least $500,000 in liquid assets

See LIHTC Manual for instructions on being added to this list

INDIVIDUALS

1 Alexander, Randall P.
2 Arista, Roberto
3 Asarch, Chad
4 Ayd, Tom
5 Barnhart, Richard K.
6 Baron, Richard
7 Bennett, Vincent R.
8 Burns, Laura P.
9 Chapman, Tim
10 Cohen, Howard Earl
11 Connelly, T. Kevin
12 Connors, Cathy
13 Copeland, M. Scott
14 Copeland, Robert O.
15 Copeland, Todd A.
16 Cordingley, Bruce A.
17 Counselman, Richard
18 Crosland, Jr., John
19 Curtis, Lawrence H.
20 Daigle, Marc
21 Dambly, Mark H.
22 Deutch, David O.
23 Dischinger, Chris
24 Douglas, David D.
25 Edmondson, Jim
26 Edson, Rick
27 Eichler, Moshe
28 Ellis, Gary D.
29 Fekas, William L.
30 Fitch, Hollis M.
31 Fore, Richard L.
32 Franklin, Wendell C.
33 Friedman, Mitchell M.
34 Gardner, Mark E.
35 Gunderman, Timothy L.
36 Haskins, Robert G.
37 Heatwole, F. Andrew
38 Honeycutt, Thomas W.
39 Hunt, Michael C.
40 Iglesias, Adrian
41 Jaeger, Jeffrey
42 Jester, M. David
43 Johnston, Thomas M.
44 Jones Kirkland, Janice
45 Kirkland, Milton L.
46 Kittle, Jeffery L.
47 Koogler, David M.
48 Koogler, David Mark
49 Lancaster, Dale
50 Lawson, Phillip O.
51 Lawson, Steve
52 Leon, Miles B.
53 Lewis, David R.
54 Levitt, Michael
55 Margolis, Robert B.
56 McCormack, Kevin
57 McNamara, Michael L.
58 Melton, Melvin B.
59 Midura, Ronald J.
60 Mirmelstein, George
61 Nelson, IV, John M.
62 Orth, Kevin
63 Page, David
64 Parent, Brian
65 Park, Richard A.
66 Park, William N.
67 Pasquesi, R.J.
68 Pedigo, Gerald K.
69 Poulin, Brian M.
70 Queener, Brad
71 Rappin, Steve
72 Ripley, F. Scott
73 Ripley, Ronald C.
74 Ross, Stephen M.
75 Salazar, Tony
76 Sari, Lisa A.
77 Sciortino, Richard
78 Sinito, Frank T.
79 Stockmaster, Adam J.
80 Stoffregen, Phillip J.
81 Surber, Jen
82 Taft, Thomas F.
83 Valey, Ernst
84 Uram, David
85 Wilson, Stephen
86 Woda, Jeffrey J.
87 Wohl, Michael D.
88 Wolfson, III, Louis

NON-PROFITS, LHAs & (PUBLICLY TRADED) CORPORATIONS

1 AHC, Inc.
2 Alexandria RHA
3 Arlington Partnership for Affordable Housing (APAH)
4 Atlantic Housing Foundation, Inc.
5 Better Housing Coalition
6 Buckeye Community Hope Foundation
7 Community Housing Partners
8 Community Housing, Inc.
9 ElderHomes (dba Project: Homes)
10 Enterprise Homes, Inc
11 Fairfax County RHA
12 Homes for America, Inc.
13 Humanities Foundation, Inc.
14 Huntington Housing, Inc.
15 LEDIC Realty Company, LLC
16 Newport News RHA
17 NHT Communities
18 Norfolk Redevelopment Housing Authority
19 People Incorporated
20 Piedmont Housing Alliance
21 Preserving US, Inc.
22 Portsmouth RHA
23 RHA/Housing, Inc.
24 Rush Homes
25 The Community Builders
26 Virginia Supportive Housing
27 Virginia United Methodist Housing Development Corporation
28 Wesley Housing Development Corporation

Q

Documentation of Rental Assistance, Tax Abatement and/or Existing HUD/RD

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

OFFICE OF HOUSING

March 16, 2021

Samantha Brown
Vice President
Community Housing Partners Corporation
Richmond, Virginia

Re: Wellesley Commons Project Rental Assistance Contract (PRAC) Rental Assistance Demonstration (RAD) Conversion
Property Address: 51 Wellesley Drive, Newport News, VA 23606
Contract No. VA36S941002

Dear Ms. Brown:

We are writing in response to your request to convert rental assistance at the subject project to a Project Based Rental Assistance (PBRA) Housing Assistance Payments (HAP) contract under the Department's RAD Program.

The Department has received your initial submission of interest to the RAD program in accordance with the instructions in Public and Indian Housing (PIH) Notice H-2019-09 PIH-2019-23 (HA), Rental Assistance Demonstration – Final Implementation, Rev 4, (the "Notice"). Per initial rent setting guidance in the Notice, the contract rents would be set at the lesser of the approved PRAC rents as of the date of closing, and 120% of applicable fair market rent (FMR), less utility allowance.

In addition, the current Notice requires a full review of your conversion plan which includes financing commitments before a Conditional Approval and Conversion Agreement of a RAD conversion can be issued. Once a Conditional RAD approval is issued, a PBRA contract for a 20-year term will be issued covering all eligible units.

Thank you for your commitment to affordable housing and your interest in the RAD program. We will be in further contact once the submission is reviewed.

If you have any questions, please contact Ashley Tucker, RAD Transaction Manager, at (804) 586-6680 or Ashley.S.Tucker@hud.gov.

Sincerely,

Digitally signed by: JOHN ARDOVINI
Date: 2021.03.16 08:49:21 -04'00'

John P. Ardovini
Branch Chief
Office of Recapitalization

ASSIGNMENT, ASSUMPTION AND AMENDMENT
PROJECT RENTAL ASSISTANCE CONTRACT

This Assignment, Assumption and Amendment of Project Rental Assistance Contract (herein called the ***"Agreement"***) is made this 15th day of March, 2021, by the **UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT** *(the "Secretary" or "HUD")*, **LAUREL COURT APARTMENTS, INC.** (the ***"Seller"***), and **WELLESLEY COMMONS APARTMENTS, LLC** (the ***"Buyer"***).

WHEREAS, HUD and the Seller, pursuant to Section 202 of the United States Housing Act of 1959 *(the "Act")*, entered into a Project Rental Assistance Contract (the ***"PRAC Contract"***) identified as PRAC Contract Number VA36S941002 for forty (40) units in Wellesley Commons (the ***"Property"***);

WHEREAS, the Seller and Buyer have entered into a Purchase and Sale Agreement, effective as of **March 15, 2021**, wherein the Seller agrees to sell the Property and the Buyer agrees to purchase the Property, including, without limitation, the improvements situated thereon, and the Buyer has agreed to accept the assignment of and assume all obligations under the PRAC Contract;

WHEREAS, the Buyer is controlled by **Community Housing Partners Corporation**, which is the sole and managing member of **CHP Wellesley Commons Apartments, LLC**, which is the managing member of the Buyer;

WHEREAS, HUD has approved the transfer of the Property from Seller to Buyer in connection with a conversion of the PRAC Contract to a Section 8 Housing Assistance Payments *Contract (the "HAP Contract")*, pursuant to the Rental Assistance Demonstration program (the ***"RAD Program"***), as authorized by Consolidated Appropriations Act, 2018 (Pub. L. No. 115141) *(the "RAD Statute") and* Rental Assistance Demonstration - Final Implementation, Revision 4 Notice, H-2019-09 PIH-2019-23 (HA) *(the "RAD Notice")*;

WHEREAS, the HAP Contract will not become effective until **March 15, 2022** (the ***"HAP Contract Effective Date");*** and

WHEREAS, the Seller desires to assign, and the Buyer desires to assume, all the rights and obligations under the PRAC Contract until the HAP Contract Effective Date, upon which the terms of the HAP Contract will govern the Property;

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars ($10.00) in hand paid and other good consideration, the receipt of which is hereby acknowledged, and in order to comply with the requirements of the Secretary, the Act, the regulations adopted pursuant thereto, the RAD Statute, and the RAD Notice, the parties hereto agree as follows:

1. The Seller hereby irrevocably assigns the PRAC Contract to the Buyer together with all rights and obligations in and under said contract.

2. Effective as of the date of this Agreement, the Buyer assumes the rights and obligations and is bound by said PRAC Contract as modified herein, and is responsible for filing the Annual Financial Statement ("***AFS***") from the date of this Agreement through HAP Contract Effective Date.

3. Effective as of the date of this Agreement, the Seller is released from any future obligations under the PRAC Contract, excepting that the Seller shall remain responsible for filing the AFS for the current year, up to and through the day before this Agreement is executed, as well as for any prior years' AFSs still outstanding if the Property is subject to an AFS filing requirement. Nothing in this Agreement shall waive, compromise, impair, or prejudice any right HUD may have against the Seller for any violation of the PRAC Contract that may have occurred prior to the date of this Agreement.

4. This Agreement shall be construed under the laws of the Commonwealth of Virginia and, to the extent inconsistent with the laws of the Commonwealth of Virginia, the laws of the United States of America. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

6. The Secretary, by the signature of his authorized representative below, consents to the assignment made hereby. Said consent shall be void ab initio if the Secretary determines that Buyer, or any principal or interested party of the Buyer, is debarred, suspended or subject to a limited denial of participation under 24 CFR Part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

NOTHING in this Agreement shall in anyway impair the PRAC Contract or alter, waive, annul, vary or affect any provision, condition, covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the PRAC Contract, it being the intent of the parties hereto that the terms and conditions of the PRAC Contract shall continue in full force and effect except as amended hereby.

[*Remainder of this page intentionally left blank, signature pages to follow.*]

IN WITNESS WHEREOF, the Seller, the Buyer, and HUD have caused this Assignment, Assumption and Amendment of Project Rental Assistance Contract to be executed.

SELLER:

LAUREL COURT APARTMENTS, INC.

By: _____
Name: Andy Hall
Title: Executive Vice President

[Signatures continue on following pages.]

IN WITNESS WHEREOF, the Seller, the Buyer, and HUD have caused this Assignment, Assumption and Amendment of Project Rental Assistance Contract to be executed.

PURCHASER:

WELLESLEY COMMONS APARTMENTS, LLC

By: CHP Wellesley Commons Apartments, LLC, its managing member

By: Community Housing Partners Corporation, its sole and managing member

By: _____
Name: Andy Hall
Title: Executive Vice President

[Signature continues on following pages.]

IN WITNESS WHEREOF, the Seller, the Buyer, and HUD have caused this Assignment, Assumption and Amendment of Project Rental Assistance Contract to be executed.

HUD:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____
Name: _____
Title: _____

Wellesley Commons
51 Wellesley Drive
Newport News, VA 23606
Phone: (757) 930-1566 | Fax: (757) 930-1575
wellesley@chpc2.org

PROPERTY MANAGEMENT

Community Housing Partners
4915 Radford Avenue, Suite 300 | Richmond, VA 23230 | (804) 343-7201, TTY 711 fax (804) 343-7208 | www.CommunityHousingPartners.org

NOTICE TO TENANTS OF INTENT TO SUBMIT A REQUEST TO HUD FOR APPROVAL OF CHANGES IN MAXIMUM PERMISSIBLE RENTS AND UTILITY ALLOWANCES
(Updated: 12/15/2017)

Date of Notice: Friday, November 06, 2020

We are submitting a request for approval of changes in the maximum permissible Section 8 rents and utility allowances for Wellesley Commons to the United States Department of Housing and Urban Development (HUD). The proposed increase is needed for rising operational costs.

The rent and utility allowance changes for which we are requesting approval to be effective November 1, 2020 are:

Bedroom Size	Present Rent	Proposed Rent	Amount of Change	Present Utility Allowance	Proposed Utility Allowance	Amount of Change
1 Bedroom	$ 508	$ 534	$ 26	$ 66	$ 67	$ 1

A copy of the materials that we are submitting to HUD in support of our request will be available for inspection and copying by tenants of Wellesley Commons and, if the tenant wishes, by legal or other representatives acting for them individually or as a group, during normal business hours at Wellesley Commons Rental office located at 51 Wellesley Drive, for a period of 30 days from the date of service of this notice.

During a period of 30 days from the date of service of this notice, tenants of Wellesley Commons may submit written comments on the proposed rent and utility allowance increases to Andy Hall, Executive Vice President, Community Housing Partners Corporation, 4915 Radford Ave, Suite 300, Richmond, VA 23230. Tenant representatives may assist tenants in preparing those comments. If, at HUD's request or otherwise, we make any material change during the comment period in the materials available for inspection and copying, we will notify the tenants of the change or changes, and the tenants will have a period of 15 days from the date of service of this additional notice (or the remainder of any applicable comment period, whichever is longer) in which to inspect and copy the materials as changed and to submit comments on the proposed rent increase. These comments will be transmitted to HUD, along with our evaluation of them and or request for the increase. You may also send a copy of your comments directly to HUD at the following address:

ATTN: Director, Housing Management Division
RE: Section 8 #VA36S941002
United States Department of Housing and Urban Development
600 East Broad Street, 3rd Floor
Richmond, VA 23219

HUD will approve, adjust upward or downward, or disapprove the proposed rent and/or utility allowance adjustment upon reviewing the request and comments. When HUD advises us in writing of its decision on our request, you will be notified. If the request is approved, any allowable adjustment will be put into effect only after a period of at least 30 days from the date you are served with that notice and in accordance with the terms of existing leases.

Andy Hall
Executive Vice President

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Wellesley Commons
51 Wellesley Drive
Newport News, VA 23606
Phone: (757) 930-1566 | Fax: (757) 930-1575
wellesley@chpc2.org

PROPERTY MANAGEMENT

(Updated: 12/15/2017)

December 14, 2020

Community Housing Partners
4915 Radford Avenue, Suite 300, Richmond VA 23230 | (804) 343-7201 | TTY 711 fax (804) 345-7208 | www.CommunityHousingPartners.org

Blanca Romero
Project Manager
U.S. Department of HUD
600 E. Broad Street, 3rd floor
Richmond, VA 23219

Re: Renewal of Project Rental Assistance Contract
Wellesley Commons
Project Number: 051-EE028
Contract Number: VA36S941002

This letter is to inform you that Wellesley Commons Would like to renew our PRAC effective November 1, 2020. Also, we are Requesting a rent increase for Wellesley Commons. We would like our rent to increase by $26 For the 2020 Year. Enclosed is the HUD-92458.

Please send information to:
Andy Hall
Community Housing Partners
4915 Radford Ave, Suite 300
Richmond, VA 23230

Please contact Andy Hall if you need any further information. You can reach him at 804.343.7201 or by email at ahall@chpc2.org.

Thank you,

Andy Hall
Executive Vice President

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Wellesley Commons
51 Wellesley Drive
Newport News, VA 23606
Phone: (757) 930-1566 | Fax: (757) 930-1575
wellesley@chpc2.org

PROPERTY MANAGEMENT

(Updated: 12/15/2017)

December 14, 2020

Blanca Romero
Project Manager
U.S. Department of HUD
600 E. Broad Street, 3rd floor
Richmond, VA 23219

Re: Rent Increase Request
Wellesley Commons
Project Number: 051-EE028
Contract Number: VA36S941002
Newport News, VA

Dear Mrs. Romero:

Please find enclosed copies of the required documentation in accordance with HUD guidelines for an increase in the rental rates of the above captioned property. The proposed increase is needed for the following reasons:

- increased telephone and answering services costs
- increases in manager and maintenance salaries
- and adding security to the property

Bedroom Size	Present Rent	Proposed Rent	Amount of Change
1 Bedroom	$508	$534	+$ 26

The property is well maintained and has good curb appeal. We received an REAC score of 99b and a satisfactory on the last management review dated 1/22/2013.

The proposed rent increase will go into effect on November 1, 2020. In support of our request, please find the following:

1. Budget Worksheet: HUD 972547-A
2. Budget Narrative of significant increases over the audit
3. Owner's Certification Regarding Purchasing Practices and Reasonableness of Expenses
4. Utility Allowance Data and/or Analysis
5. Tax Certification

Our projections indicate that the current rental structure will not be sufficient to operate the property satisfactorily or generate the funds needed to continue current operations. We look forward to your review of this information and will be happy to discuss any questions you may have.
Please contact Andy Hall if you need any further information. You can reach him at 804.343.7201 or by email at ahall@chpc2.org. Please address all written responses to the below address:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Community Housing Partners
4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, TTY relay (804) 343-7208 | www.CommunityHousingPartners.org

Andy Hall
Executive Vice President
Community Housing Partners
4915 Radford Ave., Suite 300
Richmond, VA 23230

Thank you,

Andy Hall
Executive Vice President

Enclosures

Cc: On-Site Manager
Property File

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Budget Worksheet
Income and Expense Projections

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0324
(exp. 12/31/2014)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is collected in accordance with Title II of the National Housing Act which requires that HUD regulate rents for certain cooperative and subsidized rental projects. The Department formulated the processes by which owners could request increases. The requiremen for tenant participation in the rent increase process, which is included in Section 202(b) of the HCD Amendments of 1978, necessitated that the Department design procedures to give consideration to tenant comments. The information gathered is not of a confidential nature. The information is required in order to obtain benefits.

Project Number	Name of Project					
				Holly Court		
Description of Account			Acct.No	Statement of Profit/Loss FY 2019	Current FY (no. of mos.10)	Budget from (01/20) to (12/20)
Rental Income 5100	Rent Revenue - Gross Potential		5120	107142	91149	256340
	Tenant Assistance Payments		5121	132685	112051	
	Rent Revenue - Stores and Commercial		5140			
	Garage and Parking Spaces		5170			
	Flexible Subsidy Revenue		5180			
	Miscellaneous Rent Revenue		5190			
	Excess Rent		5191			
	Rent Revenue/ Insurance		5192			
	Special Claims Revenue		5193			
	Retained Excess Income		5194			
	Total Rent Revenue Potential at 100% Occupancy		**5100T**	**239827**	**203200**	**256340**
Vacancies 5200	Apartments		5220		(2552)	0
	Stores and Commercial		5240			
	Rental Concessions		5250			
	Garage and Parking Spaces		5270			
	Miscellaneous		5290			
	Total Vacancies		**5200T**	**0**	**(2552)**	**0**
	Net Rental Revenue (Rent Revenue less Vacancies)		**5152N**	**239827**	**200648**	**256340**
Income 5300	**Nursing Homes/ Assisted Living/ Board & Care/ Other Elderly Care/ Coop/ Other Revenues**		**5300**			
Financial Revenue 5400	Financial Revenue -Project Operations		5410	40	26	42
	Revenue from Investments-Residual Receipts		5430	87	26	104
	Revenue from Investments-Replacement Reserve		5440	824	762	480
	Revenue from Investments-Miscellaneous		5490			
	Total Financial Revenue		**5400T**	**951**	**814**	**626**
Other Revenue 5900	Laundry and Vending Revenue		5910	1895	1408	1740
	Tenant Charges		5920	4305	843	1200
	Interest Reduction Payments Revenue		5945			
	Gifts (nonprofits)		5970			
	Miscellaneous Revenue		5990	642	614	280
	Total Other Revenue		**5900T**	**6842**	**2864**	**3220**
	Total Revenue		**5000T**	**247620**	**204326**	**260186**
Admin. Expenses 6200/ 6300	Conventions and Meetings		6203			
	Management Consulants		6204			
	Advertising and Marketing		6210		20	1840
	Other Renting Expense		6250			
	Office Salaries		6310			
	Office Expenses		6311	6347	1636	1270
	Office or Model Apartment Rent		6312			
	Management Fee		6320	24841	18862	26144
	Manager or Superintendent Salaries		6330	14011	13373	19915
	Administrative Rent Free Unit		6331			
	Legal Expenses - Project		6340	42	261	168
	Audit Expenses		6350	5264	4888	5264
	Bookkeeping Fees/Accounting Services		6351	3000	3800	3000
	Miscellaneous Administrative Expenses		6390	5742	6771	8621
	Total Administrative Expenses		**6263T**	**59247**	**49610**	**66222**

Description of Account		Acct.No	Statement of Profit/Loss FY 2019	Current FY (no. of mos.10)	Budget from (01/20) to (12/20)
Utilities 6400	Fuel Oil/Coal	6420			
	Electricity	6450	8739	6381	9189
	Water	6451	4537	4402	5000
	Gas	6452	468	403	576
	Sewer	6453	10168	10282	10478
	Total Utilities Expense	**6400T**	**23912**	**21469**	**25243**
Operating & Mainten. Expenses 6500	Payroll	6510	29441	19089	24082
	Supplies	6515	3683	4132	5715
	Contracts	6520	14300	34055	14050
	Operating and Maintenance Rent Free Unit	6521			
	Garbage and Trash Removal	6525	3091	2362	3445
	Security Payroll/Contract	6530	2763	7501	3945
	Security Rent Free Unit	6531			
	Heating/Cooling Repairs and Maintenance	6546	767	302	900
	Snow Removal	6548			50
	Vehicle & Maint. Equip. Oper. and Repair	6570	1338	2026	1599
	Misc. Operating & Maintenance Expenses	6590	2220	10	2200
	Total Operating & Maintenance Expenses	**6500T**	**57603**	**69477**	**55985**
Taxes and Insurance 6700	Real Estate Taxes	6710	20648	20450	24540
	Payroll Taxes (Project's share)	6711	3532	2445	3948
	Property and Liability Insurance (Hazard)	6720	11586	10673	12985
	Fidelity Bond Insurance	6721			
	Workmen's Compensation	6722	809	562	741
	Health Insurance & Other Employee Benefits	6723	6142	7782	12519
	Misc. Taxes, Licen., Permits, & Insurance	6790	428	110	108
	Total Taxes & Insurance	**6700T**	**43145**	**42021**	**54840**
Financial Expenses 6800	Interest on Mortgage Payable	6820			
	Interest on Notes Payable (Long-Term) *	6830			
	Interest on Notes Payable (Short-Term) *	6840			
	Mortgage Insurance Premium/Service Charge	6850			
	Miscellaneous Financial Expenses	6890	376	2811	7776
	Total Financial Expenses	**6800T**	**376**	**2811**	**7776**
Expenses 6900	**Nursing Homes/ Assisted Living/ Board & Care/ Other Elderly Care/ Coop/ Other Revenues**	**6900**			
	Total Cost of Operations	**6000T**	**184283**	**185387**	**210066**
	Reserve for Replacement Dep. Required		47558	39632	49936
	Principal Payments Required				
	Debt Service for other approved Loans				
	Debt Service Reserve (if required)				
	General Operating Reserve (Coops)				
	Total Cash Requirements		**231841**	**225019**	**260002**
	Less Total Revenue		**247620**	**204326**	**260186**
	Net Cash Surplus (Deficiency)		**15779**	**(20693)**	**184**

I hereby certify that 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)

(Signature)

Date (mm/dd/yyyy) 12/1/2020

* HUD Approved Secondary Financing Only for Budget Projects

Wellesley Commons
(Laurel Court Apartments, Inc.)

(Project #: 051-EE028; Contract # VA36S941002)

Budget Increase Narrative

Rental Income 5100

5120 ($256,340)- Increased to account for increased property expenses

5121 ($0)- Amount included in Gross Rent in budget

Vacancies 5200

5220 ($0) – Per HUD guidelines we do not budget for vacancies

Other Revenue 5900

5920 ($1,200)- Cable Revenue included elsewhere in budget

5990 ($280)- Lower revenues expected

Administrative Expenses 6200/6300

6210 ($1,840)- Advertising ($120), Community Activity/Newsletter ($1720)

6311 ($1,270)- Office Expenses ($360), Office Equipment Leasing Fees ($910.04)

6320 ($26,144)- '=Total Rent Revenue+Total Other Revenue - Total Vacancies * Management fee perecentage of _____; Plus approved $4 per unit for Green Operations, Water Effiency, Utility Data Collection, and energy data benchmarking

6330 ($29,915)- Increase in manager salary

6390 ($8,621)- Rent Roll Tech/HUD Manager ($615), Telephone & Answering Service ($5201.76), Training Costs ($750), Staff Mileage ($75), Staff Meals ($195), Staff Lodging ($120), Rent Roll Costs ($1644), Resident Services Program Supplies ($0), Membership Dues ($20)

Operating and Maintenance Expenses 6500

6510 ($24,082)- Increase in payroll expenses at the property

6515 ($5,715)- Janitor & Cleaning Supplies ($360), Grounds Supplies ($250), Repair Materials-Other ($3600), Repair Materials-Appliances ($0), Repair Materials-Plumbing ($0), Repair Materials-Electrical ($0), Decorating Supplies ($0), Green Cleaning Kits/Supplies ($1505)

6530 ($3,945)- Increase in security system costs

Taxes and Insurance 6700

6710 ($24,540)- Based on current real estate tax numbers

6720 ($12,985)- Based on current Property tax numbers

6723 ($12,519)- Based on current payroll calculations

Financial Expenses 6800

6890 ($7,776)- Tenant Securty Depst Intrst Pd ($12), Bank Fees ($348), Capital Needs Assessment ($0), Management Incentive Fee ($7415.57)

"CHP is an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights."

PROPERTY MANAGEMENT

Community Housing Partners

CERTIFICATION AS TO PURCHASING PRACTICES AND REASONABLENESS OF EXPENSES
(Updated 12/15/2017)

Project Name: Wellesley Commons **FHA or Non-Insured Project No.** 051-EE028

Acting on behalf of, Laurel Court Apartments, Inc., the Project Owner, I certify that ALL of the following statements are true.

1. The project is obtaining utilities at the lowest rates available.
2. The project has received or requested any tax relief for which it is eligible and management has analyzed the project's property tax bills and appealed any assessments which appeared unreasonable.
3. Amounts paid to individuals or companies having an identity-of-interest with the owner or the management agent were not excess of the costs that would have been incurred in making armslength purchases on the open market.
4. Management has exerted reasonable effort to take advantage of discounts and has credited the project with all discounts, rebates, or commissions received with respect to purchases, service contracts, and other transactions made on behalf of the project.
5. Management has obtained contracts, materials, supplies, and services, including the preparation of the annual audit, on terms most advantageous to the project and at costs not in excess of amounts ordinarily paid for comparable contracts, materials, supplies, and services in the area in which such services, supplies, or materials are furnished.
6. Management has solicited verbal or written cost estimates, as necessary to comply with the Paragraphs 3 through 5 above. Management has documented the reasons for accepting other than the lowest bid and will make the documentation available to HUD, upon request.

WARNING:

- 18 U.S. C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than $10,000 or imprisoned for not more than 5 years, or both.
- 12 U.S.C. 1715z-4 provides in part: "whoever, as an owner of a property which is security for a mortgage (covering multifamily housing, as defined in regulations of the Secretary) or as a stockholder beneficial owner… trust… or as an officer, director, or agent of any such owner (1) willfully uses or authorizes use of any part of the rents or other funds derived from the property covered by such mortgage in violation of a regulation… (2) willfully and knowingly uses or authorizes the use, while such mortgage is in default, of any part of the rents or expense… shall be fined not more than $5,000 or imprisoned not more than 3 years or both.

Signed by:

Andy Hall	Executive Vice President
Name	**Title**
	12/1/2020
Signature	**Date**

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex, national origin, religion, disability or familial status (having children under age 18). We do not interfere, threaten, or coerce persons in the exercise of their fair housing rights. We do not retaliate against persons who have asserted their rights or persons who have assisted someone in asserting their rights.

Rent Schedule
Low Rent Housing

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp. 07/31/2017)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name	FHA Project Number	Date Rents Will Be Effective (mm/dd/yyyy)
Wellesley Commons	051-EE028	11/1/2020

Part A – Apartment Rents
Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents: Col. 3 Rent Per Unit	Contract Rents: Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)	Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 06 / 01 / 2020)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only): Col. 7 Rent Per Unit	Market Rents (Sec. 236 Projects Only): Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom	40	534	21360	67	601		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
Total Units	40	Monthly Contract Rent Potential (Add Col. 4)*	21360			Monthly Market Rent Potential (Add Col. 8)*	0
		Yearly Contract Rent Potential (Col. 4 Sum x 12)*	256320			Yearly Market Rent Potential (Col. 8 Sum x 12)*	0

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B – Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

☑ Range	☐ Dishwasher	☐ _____
☑ Refrigerator	☑ Carpet	☐ _____
☑ Air Conditioner	☐ Drapes	☐ _____
☐ Disposal	☑ Blinds	☐ _____

Utilities **(Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item) E=electric; G=gas; F=fuel oil or coal.**

☐ Heating _____	☐ Hot Water _____	☐ Lights, etc. _____
☐ Cooling _____	☐ Cooking _____	☐ Water/Sewer

Services/Facilities (check those included in rent)

☑ Parking	☐ BB Court	☐ Nursing Care
☑ Laundry	☐ Playground	☐ Linen/Maid Service
☐ Swimming Pool	☐ Trash Removal	☐ _____
☐ Tennis Courts	☐ _____	☐ _____

Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
none	$
	$
	$
	$
	$
	$ 0

Part D – Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
none		
Total Rent Loss Due to Non-Revenue Units		$ 0

Part E – Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
none			
	$ 0	Total Commercial Rent Potential	

Part F – Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender) $

Part G – Information on Mortgagor Entity

Name of Entity

Laurel Courts Apartments, Inc

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

Janaka Casper, President & Chief Executive Officer

Name and Title

Jeffrey K. Reed, Executive Vice President, Secretary, Treasurer, & Cheif Financial Officer

Name and Title

Andy Hall, Executive Vice President & Chief Administrative Office

Name and Title

Charlie Famuliner, Chair

Name and Title

Janet Riddlebarger, Vice Chair

Name and Title

Ana Castilla

Name and Title

Andrew McCoy

Name and Title

Freddy Page

Name and Title

John Randolph

Name and Title
Racquel Reddit
Debbie Sherman-Lee

Name and Title
Susan Sisk
Doug Thompson

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	Authorized Official's Signature
Andy Hall Executive Vice President and Chief Operating Officer	Date (mm/dd/yyyy)

Part I – HUD/Lender Approval

Addendum Number	Branch Chief/Lender Official Signature
HAP Contract Number	Date (mm/dd/yyyy)
Exhibit Number	Director, Housing Management Division Signature
Loan Servicer Signature Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is authorized under Section 207 of the National Housing Act. The information is necessary for the Department to ensure that project owners are not overcharging their tenants and to ensure that the rent levels approved by the Department are not exceeded. The Department uses this information to enforce rent regulations which otherwise would be difficult because there would be no clear record of the rents and charges that the Department had approved. In addition, the Department needs to periodically collect information regarding project principals, so unauthorized participation by previously excluded or otherwise undesirable owners can be detected. This information is required to obtain benefits. HUD may disclose certain information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Instructions

All project owners must submit the form HUD-92458 when requesting an adjustment to project rents. HUD establishes and approves rental charges and utility allowances on the Form. The owner is responsible for notifying tenants of the approved rents.

General. For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

Part A. If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

Column 1. Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

BDM	- Bedroom	LR	- Living Room
B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

Column 2. Show the number of units for each unit type. Include non-revenue producing units.

Column 3. For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

Column 4. For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

Columns 5 and 6. Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

Columns 7 and 8. Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

Parts B, C, D and E. Complete these Parts according to the instructions on the Rent Schedule.

Part F. Do not complete this Part. The HUD Field Office/lender will complete this Part.

Parts G and H. Complete these Parts according to the instructions on the Rent Schedule.

Part I. Do not complete this Part. The HUD Field Office/lender will complete this part.

Factor-Based Utility Analysis Calculations

Select State: VIRGINIA

	Electricity	Gas	Water/Sewer/Trash	Oil
Enter Baseline UA Amount	$66			
UAF	1.020	0.946	1.033	1.068
Renewed UA Per Utility Type	$67	$0	$0	$0

1BR UA	**$67**

FY 2018 Utility Allowance Factors

State	Oil	Natural Gas	Electricity
ALABAMA	1.095	0.940	0.977
CONNECTICUT	1.073	0.993	1.045
MISSISSIPPI	1.095	0.864	1.015
VIRGINIA	1.068	0.946	1.020

Water/Sewer/Trash
1.033
1.033
1.033
1.033

Funds Authorizations

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0555
(exp. 2/29/2020)

For Instructions, Public Burden Statement, and Privacy Act requirements: See Page 2.

[X] **Reserve for Replacements Fund** [ ] **Residual Receipts Fund**	Project Number: 051-EE028
Is this withdrawal request to replace appliances and/or major components with energy efficient products/systems? [ ] Yes [ ] No	Mortgagee Loan Number: (Optional)
	Property Address: (Include City, State, and Zip Code) 51 Wellesley Drive Netport News, VA 23.3606
To: (Mortgagee)	Comments: (Optional)

This is your authority to release the following amounts from the reserve: Purpose:	Amount
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total Amount	$ 0

Check (X) appropriate box:
[ ] An inspection made on the date of (mm/dd/yyyy) _____ revealed satisfactory replacement and/or installation.
[ ] An inspection will be made on the next visit to the property. Satisfactory replacement and/or installation will be determined at that time.

This Office has approved (Check (X) appropriate boxes.) This is your authority to adjust the Reserve requirements accordingly. This authority is revocable upon written notice from HUD.
[ ] A suspension of Deposits to the Reserve from the date of (mm/dd/yyyy) _____ to the date of (mm/dd/yyyy) _____
[ ] A suspension of Deposits to the Reserve so long as a balance of $_____ is maintained.
[X] A change in the Monthly Deposit to the Reserve from $ 3963.17 to $ 4161 effective the date of (mm/dd/yyyy) 11/1/2020 through the date (mm/dd/yyyy) _____

Remarks (optional)

Request for increase in replacement reserve at same rent increase percentage rate. Ony to be increased if rent increased is approved

To: (Mortgagor/Managing Agent) Community Housing Partners Corporation 448 Depot Street Christiansburg, VA 24073	Name of Hub Director or Program Center Director: (please type or print)		
	Signature		
	City	State	Date (mm/dd/yyyy)

Mortgagee: Retain this record for three years.
Distribution: One copy to Mortgagor and HUD files.

form **HUD-9250**
Ref. Handbook 4350.1, REV-1
1/2008

Funds Authorizations

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0555
(exp. 09/30/2016)

Instructions: Indicate the Fund for the request and provide the information for each section as requested. Owners/Agents must also submit the following with this form:

(1) A narrative providing a detailed description of the work performed or to be performed;
(2) Copies of paid invoices if the withdrawal request is for reimbursement for work that has been performed;
(3) If a bid exceeds $25,000 than copies of bids may required. Please refer to HUD Handbook 4350.1 Chapter detailed guidance;
(4) Mortgagor Certification (refer to HUD Handbook 4350.1, REV-1); and,
(5) A list of appliances and/or major components that will be replaced along with a notation of whether or not the replacement items will be energy efficient products. If replacement items are not energy efficient products, the owner/agent must provide a justification.

Public reporting burden for this collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. This information is required to obtain is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The regulations at 24 CFR Part 880.601 and 24 CFR Part 880.602 authorizes the Secretary of the Department of Housing and Urban Development to effectively monitor withdrawals from the Reserve for Replacements and/or Residual Receipts Funds. This information collection sets forth the information that must be reviewed and approved by HUD in order to withdraw funds from these accounts. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Laurel Court Apartments, Inc.
FHA Project No. 051-EE028

Financial Statements and Supplementary Information

Years Ended December 31, 2019 and 2018

DHG
DIXON HUGHES GOODMAN LLP

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DHG
DIXON HUGHES GOODMAN LLP

Independent Auditors' Report

To the Board of Directors
Laurel Court Apartments, Inc.
Christiansburg, Virginia

Report on the Financial Statements
We have audited the accompanying statements of Laurel Court Apartments, Inc., (FHA Project No. 051-EE028), which comprise the statements of financial position as of December 31, 2019 and 2018, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express and opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Laurel Court Apartments, Inc. as of December 31, 2019 and 2018, and the changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

DHG
DIXON HUGHES GOODMAN LLP

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis as required by the *Uniform Financial Reporting Standards* issued by the U.S. Department of Housing and Urban Development, Office of the Inspector General, and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2020, on our consideration of Laurel Court Apartments, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Laurel Court Apartments, Inc.'s internal control over financial reporting and compliance.

Dixon Hughes Goodman LLP

High Point, North Carolina
March 30, 2020

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statements of Financial Position
December 31, 2019 and 2018 **(Two pages)**

	2019	2018
ASSETS		
Current assets:		
Accounts receivable, HUD	$ -	$ 20,682
Prepaid expenses	5,953	5,443
Total current assets	5,953	26,125
Tenant security deposit, held in trust	11,408	11,379
Restricted deposits and funded reserves:		
Escrow deposits	13,345	7,481
Replacement reserve	386,495	338,113
Residual receipts	115,225	115,138
Total restricted deposits and funded reserves	515,065	460,732
Property and equipment:		
Land and land improvements	186,663	184,188
Buildings	2,547,194	2,538,435
Furnishings	97,832	85,977
Office furniture and equipment	31,373	31,373
	2,863,062	2,839,973
Accumulated depreciation	(1,332,955)	(1,258,601)
Total property and equipment, net	1,530,107	1,581,372
Total assets	$ 2,062,533	$ 2,079,608

See accompanying notes.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statements of Financial Position
December 31, 2019 and 2018 **(Two pages)**

	2019	2018
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable, operations	$ 9,793	$ 13,792
Accounts payable, HUD	849	-
Accrued expenses	6,442	7,834
Prepaid revenue	72	303
Total current liabilities	17,156	21,929
Tenant security deposits held in trust	10,288	10,133
Long term liabilities:		
Deferred revenue	2,306	2,746
Total long term liabilities	2,306	2,746
Total liabilities	29,750	34,808
Net assets:		
Unrestricted	2,032,783	2,044,800
Total liabilities and net assets	$ 2,062,533	$ 2,079,608

See accompanying notes.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statements of Activities and Changes in Net Assets
Years Ended December 31, 2019 and 2018

	2019	2018
Revenue:		
Rent revenue	$ 105,555	$ 108,901
Tenant assistance payments	132,685	122,459
Vacancies	1,587	(1,534)
Net rental revenue	239,827	229,826
Financial revenue	951	1,005
Other revenue	6,842	7,347
Total revenue	247,620	238,178
Expenses:		
Administrative expenses	60,247	68,883
Utilities expenses	23,912	24,536
Operating and maintenance expenses	57,603	48,049
Taxes and insurance	43,145	41,017
Financial expenses	376	467
Entity expense	-	1,102
Depreciation	74,354	71,222
Total expenses	259,637	255,276
Change in net assets	(12,017)	(17,098)
Net assets, beginning of year	2,044,800	2,061,898
Net assets, end of year	$ 2,032,783	$ 2,044,800

See accompanying notes.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statements of Cash Flows
Years Ended December 31, 2019 and 2018 **(Two pages)**

	2019	2018 (As adjusted)
Cash flows from operating activities:		
Receipts:		
Rental receipts	$ 239,596	$ 230,347
Interest receipts	951	1,005
Other receipts	27,933	10,462
	268,480	241,814
Expenditures:		
Administrative	20,610	20,561
Management fees	30,751	26,558
Utilities	23,878	24,726
Salaries and wages	46,678	35,926
Operating and maintenance	25,236	31,835
Real estate taxes	20,648	19,931
Property insurance	12,096	11,053
Miscellaneous taxes and insurance	10,911	10,332
Tenant security deposit liability	(155)	(463)
Miscellaneous financial expenses	376	467
	191,029	180,926
Net cash provided by operating activities	77,451	60,888
Cash flows from investing activities:		
Purchase of property and equipment	(23,089)	(33,292)
Entity expense	-	(1,102)
Net cash used by investing activities	(23,089)	(34,394)
Net increase in cash	54,362	26,494
Cash, deposits held in trust, and restricted deposits and funded reserves, beginning of year	472,111	445,617
Cash, deposits held in trust, and restricted deposits and funded reserves, end of year	$ 526,473	$ 472,111

See accompanying notes.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statements of Cash Flows
Years Ended December 31, 2019 and 2018 **(Two pages)**

	2019	2018 (As adjusted)
Cash flows from operating activities:		
Change in net assets	$ (12,017)	$ (17,098)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	74,354	71,222
Bad debts	2,428	3,096
Entity expense	-	1,102
Change in assets and liabilities:		
Accounts receivable	(2,428)	(2,858)
Accounts receivable, HUD	20,682	369
Prepaid expenses	(510)	(299)
Accounts payable	(3,999)	(683)
Accounts payable, HUD	849	-
Accrued expenses	(1,392)	5,291
Tenant security deposit liability	155	463
Prepaid revenue	(231)	283
Deferred revenue	(440)	-
Net cash provided by operating activities	$ 77,451	$ 60,888
Reconciliation of cash, deposits held in trust, and restricted deposits and funded reserves to the statement of financial position:		
Tenant security deposits held in trust	$ 11,408	$ 11,379
Restricted deposits and funded reserves	515,065	460,732
	$ 526,473	$ 472,111

See accompanying notes.

Notes to Financial Statements

1. Organization and Nature of Business

Laurel Court Apartments, Inc. (the "Organization"), a Virginia not-for-profit corporation, was organized to build and operate a 40-unit low-income housing apartment project located in Newport News, Virginia. The Organization is operated under Section 202 of the National Housing Act and regulated by the U.S. Department of Housing and Urban Development ("HUD") by a regulatory agreement which, among other provisions, places restrictions on rental charges and operating policies. The Organization's major program is its Section 202 capital advance.

The Organization is also subject to a Project Rental Assistance Contract with HUD, and a significant portion of the project's rental income is received from HUD. The Organization receives Project Rental Assistance Payments from HUD for the benefit of tenants of the apartment community.

2. Summary of Significant Accounting Policies

Accounting method

The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America; revenue and gains are recognized when earned, and expenses and losses are recognized when incurred.

Net assets without donor restrictions

None of the Organization's net assets are subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization.

Cash equivalents

Cash equivalents consist of highly liquid investments with an initial maturity of three months or less. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Accounts receivable and bad debts

Accounts receivable are charged to an allowance when determined to be uncollectible. At December 31, 2019 and 2018, the allowance for uncollectible accounts was $415 and $17, respectively.

Rental revenue

Rental income is recognized as rents become due. Rental payments received in advance are deferred until earned. All leases between the Organization and the tenants of the property are operating leases usually of one year.

Impairment of long-lived assets

The Organization reviews its investment in real estate for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the real estate to the future net undiscounted cash flow expected to be generated by the rental property and any estimated proceeds from the eventual disposition of the real estate. If the real estate is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of real estate exceeds the fair value of such property. There were no impairment losses recognized in 2019 and 2018.

Property and equipment

Acquisitions of property and equipment are recorded at cost. Improvements and replacements of property and equipment are capitalized. Maintenance and repairs that do not improve or extend the lives of property and equipment are charged to expense as incurred. When assets are sold or retired, their cost and related accumulated depreciation are removed from the accounts and any gain or loss is reported in the statement of activities. Depreciation is provided using the straight-line and accelerated methods over the estimated useful life of each class of depreciable assets as follows:

Land improvements	5 to 10 years
Buildings	5 to 40 years
Furnishings	5 years
Office furniture and equipment	5 to 7 years

Income tax status

The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and the tax statutes of the Commonwealth of Virginia; accordingly, the accompanying financial statements do not reflect a provision or liability for federal and state income taxes.

Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was $0 for 2019 and 2018.

Concentration of credit risk

Financial instruments which potentially subject the Organization to concentration of credit risk consist principally of temporary cash investments, restricted deposits and funded reserves held by the mortgagee and management agent. The Organization places its temporary cash investments with high credit quality financial institutions. There were no amounts in excess of FDIC limits during the years ended December 31, 2019 and 2018.

Restricted deposits and funded reserves of $515,065 and $460,732 at December 31, 2019 and 2018, respectively, were administered by the approved management agent.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Change in accounting principles

Effective January 1, 2019, the Organization has adopted Accounting Standards Update ("ASU") 2016-18, Statement of Cash Flows (Topic 230), which amends current presentation guidance by requiring the statement of cash flows to explain the change during the year in the total of cash, cash equivalents, and amounts generally described as restricted cash and restricted cash equivalents. This guidance is intended to improve the classification and presentation of changes in restricted cash on the statements of cash flows and will provide more consistent application of GAAP by reducing diversity in practice. The ASU also requires an entity to disclose information about the nature of restricted cash. The statement of cash flows as of December 31, 2018, has been adjusted to reflect retrospective application of the new accounting guidance. Previously, the Organization reflected changes in the tenant security deposit cash account in operating activities, and changes in the replacement reserves, operating reserves, and mortgage escrow deposits in investing activities. The Organization has retrospectively removed these items from their respective sections in the statement of cash flows, resulting in an increase in cash provided by operating activities from $60,860 to $60,888, and a decrease in cash used by investing activities from $60,860 to $34,394. In addition, total ending cash presented on the statement of cash flows as of December 31, 2018 increased from $0 (exclusive of restricted cash and restricted cash equivalents) to $472,111 (inclusive of restricted cash and restricted cash equivalents).

Effective January 1, 2019, the Organization has adopted Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which amends existing accounting standards for revenue recognition. Revenues derived from rental lease agreements are not impacted by the standard and, accordingly, adoption of the standard did not have a significant impact on the financial statements. The Organization's revenue recognition practices for non-rental income for items including various tenant and applicant fees and charges did not change as a result of implementing this standard.

Subsequent events

In preparing these financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through March 30, 2020, the date the financial statements were available to be issued.

In December 2019, an outbreak of a novel strain of coronavirus (COVID-19) originated in Wuhan, China and has since spread to other countries, including the U.S. On March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic. In addition, multiple jurisdictions in the U.S. have declared a state of emergency. It is anticipated that these impacts will continue for some time. There has been no immediate impact to the Project's operations. Future potential impacts may include disruptions or restrictions on our employees' ability to work or the tenants' ability to pay the required monthly rent. Operating functions that may be changed include intake, recertifications and maintenance. Changes to the operating environment may increase operating costs. Additional impacts may include the ability of tenants to continue making rental payments as a result of job loss or other pandemic-related issues. The future effects of these issues are unknown.

3. Liquidity and Availability

The Organization has working capital including restricted deposits, of $504,982 and $466,457 and average days cash on hand of 0, at December 31, 2019 and 2018.

Financial assets available for general expenditure within one year of the balance sheet, consist of the following at December 31:

	2019	2018
Cash, operations	$ -	$ -

The Organization also relies upon Community Housing Partners Corporation to provide financial support to meet liquidity needs as necessary.

4. Related-Party Transactions

The Organization has entered into a management agreement with Community Housing Partners Corporation ("CHPC"), as approved by HUD that provides for a management fee equal to 9.45% of gross rental income received during the accounting month. CHPC controls the board of directors of the Organization. Total management fees paid in 2019 and 2018 were $22,921 and $24,128, respectively. The Organization also pays CHPC a supplemental management fee in the amount of $4 per unit per month. For each of the years ended December 31, 2019 and 2018, supplemental management fees of $1,920 were incurred. During 2019 and 2018, the Organization paid CHPC $0 and $1,102, respectively, for an incentive performance fee earned under the Green Retrofit Program for Multifamily Housing.

5. Capital Advance

The Organization received a capital advance from the Department of Housing and Urban Development in the amount of $2,146,300 for construction of the project and is reflected in net assets. The capital advance agreement dated June 28, 1996, bears no interest and is not required to be repaid as long as the housing remains available to eligible very low income households for a period of 40 years in accordance with Section 202 of the Housing Act of 1959, as amended. The capital advance is secured by a deed of trust on the property. Upon non-compliance with the agreement the capital advance shall become immediately due and payable. The capital advance is included in net assets on the statements of financial position.

6. Escrow Deposits

Escrow deposits consist of an insurance and tax escrow account of $13,345 and $7,481 at December 31, 2019 and 2018, respectively.

7. Replacement Reserve

Under the regulatory agreement, the Organization is required to set aside amounts for the replacement of property and other project expenditures approved by HUD. These HUD-restricted deposits, which total $386,495 and $338,113 at December 31, 2019 and 2018, respectively, are held in a separate account and generally are not available for operating purposes.

8. Residual Receipts

The Organization maintains a residual receipts account separate from operating cash. Annual deposits from surplus cash are deposited no later than 60 days after the end of the fiscal year. These deposits, which total $115,225 and $115,138 at December 31, 2019 and 2018, respectively, are held in a separate account and generally are not available for operating purposes as withdrawals from the residual receipt account are to be approved by HUD.

9. Functional Expenses

Expenses incurred in connection with project operations are as follows:

	2019		
	Project Operations	Management and General	Total
Administrative	$ 20,395	$ 39,852	$ 60,247
Utilities	23,912	-	23,912
Operating and maintenance	57,603	-	57,603
Taxes and insurance	43,145	-	43,145
Financial	376	-	376
Depreciation	74,354	-	74,354
Total	$ 219,785	$ 39,852	$ 259,637

	2018		
	Project Operations	Management and General	Total
Administrative	$ 25,029	$ 43,854	$ 68,883
Utilities	24,536	-	24,536
Operating and maintenance	48,049	-	48,049
Taxes and insurance	41,017	-	41,017
Financial	467	-	467
Depreciation	71,222	-	71,222
Entity	-	1,102	1,102
Total	$ 210,320	$ 44,956	$ 255,276

10. Project Rental Assistance Contract

The U. S. Department of Housing and Urban Development has contracted with the Organization to make housing assistance payments on behalf of qualified tenants. For 2019 and 2018, the Organization recorded $132,685 and $122,459, respectively, in assistance payments. The current contract expires October 31, 2020 and if not renewed could substantially impact the rental income of the Organization.

Laurel Court Apartments, Inc.

Supplementary Schedules and Supporting Data

Year Ended December 31, 2019

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statement of Financial Position - HUD
December 31, 2019 **(Two pages)**

Assets			
Current assets:			
1200	Prepaid expenses	$	5,953
1100T	**Total current assets**		5,953
Deposit held in trust, funded:			
1191	Tenant security deposits held in trust		11,408
Restricted deposits and funded reserves:			
1310	Escrow deposits		13,345
1320	Replacement reserve		386,495
1340	Residual receipts		115,225
1300T	**Total restricted deposits and funded reserves**		515,065
Property and equipment:			
1410	Land		186,663
1420	Buildings and improvements		2,547,194
1460	Furnishings		97,832
1465	Office furniture and equipment		31,373
1400T	**Total property and equipment**		2,863,062
1495	Accumulated depreciation		(1,332,955)
1400N	**Net fixed assets**		1,530,107
1000T	**Total assets**	$	2,062,533

See independent auditors' report.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statement of Financial Position - HUD
December 31, 2019 **(Two pages)**

Liabilities and Net Assets			
Current liabilities:			
2110	Accounts payable, operations	$	2,235
2116	Accounts payable, section 8 and other		849
2123	Management fees payable		7,558
2120	Accrued wages payable		1,179
2190	Miscellaneous current liabilities		5,263
2210	Prepaid revenue		72
2122T	**Total current liabilities**		17,156
Deposit liabilities:			
2191	Tenant security deposits held in trust		10,288
2390	Deferred revenue		2,306
2000T	**Total liabilities**		29,750
Net assets:			
3131	Unrestricted net assets		2,032,783
2033T	**Total liabilities and net assets**	$	2,062,533

See independent auditors' report.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statement of Activities - HUD
Year Ended December 31, 2019 **(Two pages)**

Revenue:			
Rent revenue:			
5120	Rent revenue, gross potential	$	107,142
5121	Tenant assistance payments		132,685
5100T	**Total rent revenue**		239,827
5152N	**Net rental revenue**		239,827
Financial revenue:			
5410	Financial revenue, project operations		40
5430	Revenue from investments, residual receipts		87
5440	Revenue from investments, replacements reserve		824
5400T	**Total financial revenue**		951
Other revenue:			
5910	Laundry and vending revenue		1,895
5920	Tenant charges		4,305
5990	Miscellaneous revenue		642
5900T	**Total other revenue**		6,842
5000T	**Total revenue**		247,620
Expenses:			
Administrative expenses:			
6311	Office expenses		6,347
6320	Management fees		24,841
6330	Manager or superintendent salaries		15,011
6340	Legal expense		42
6350	Audit expense		5,264
6351	Bookkeeping fees/accounting services		3,000
6370	Bad debts		2,428
6390	Miscellaneous administrative expenses		3,314
6263T	**Total administrative expenses**		60,247
Utilities expenses:			
6450	Electricity		8,739
6451	Water		4,537
6452	Gas		468
6453	Sewer		10,168
6400T	**Total utilities expenses**		23,912

Operating and maintenance expenses:			
6510	Payroll	$	29,441
6515	Supplies		3,683
6520	Contracts		14,300
6525	Garbage and trash removal		3,091
6530	Security payroll/contract		2,763
6546	Heating/cooling repairs and maintenance		767
6570	Vehicles		1,338
6590	Miscellaneous operating and maintenance expense		2,220
6500T	**Total operating and maintenance expenses**		57,603
Taxes and insurance:			
6710	Real estate taxes		20,648
6711	Payroll taxes (project's share)		3,532
6720	Property and liability insurance (hazard)		11,586
6722	Workmen's compensation		809
6723	Health insurance/other employee benefits		6,142
6790	Miscellaneous taxes, license, permits and insurance		428
6700T	**Total taxes and insurance**		43,145
Financial expenses:			
6890	Miscellaneous financial expenses		376
6800T	**Total financial expenses**		376
6000T	**Total cost of operations before depreciation**		185,283
5060T	**Change in net assets before depreciation**		62,337
6600	Depreciation expense		74,354
5060N	**Change in net assets from operations**		(12,017)
3250	**Change in net assets**	$	(12,017)
S1000-010	**Total mortgage principal payments required during the year**	$	-
S1000-020	**Total monthly deposits during the year into the replacements reserve account, as required by the regulatory agreement**	$	47,558
S1000-030	**Replacements reserve or residual receipts releases which are included as expense items on this statement of activities**	$	-

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statement of Change in Net Assets - HUD
Year Ended December 31, 2019

S1100-050	**Net assets, beginning of year**	$ 2,044,800
3250	Change in net assets	(12,017)
3130	**Net assets, end of year**	$ 2,032,783

See independent auditors' report.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statement of Cash Flows - HUD
Year Ended December 31, 2019 **(Two pages)**

Cash flows from operating activities:			
Receipts:			
S1200-010	Rental receipts	$	239,596
S1200-020	Interest receipts		951
S1200-030	Other receipts		27,933
S1200-040	**Total receipts**		268,480
Expenditures:			
S1200-050	Administrative		20,610
S1200-070	Management fees		30,751
S1200-090	Utilities		23,878
S1200-100	Salaries and wages		46,678
S1200-110	Operating and maintenance		25,236
S1200-120	Real estate taxes		20,648
S1200-140	Property insurance		12,096
S1200-150	Miscellaneous taxes and insurance		10,911
S1200-160	Tenant security deposits		(126)
S1200-220	Miscellaneous financial fees		376
S1200-230	**Total disbursements**		191,058
S1200-240	**Net cash provided by operating activities**		77,422
Cash flows from investing activities:			
S1200-245	Net change in escrow		(5,864)
S1200-250	Net change in replacement reserve		(48,382)
S1200-260	Net change in residual receipts		(87)
S1200-330	Purchase of fixed assets		(23,089)
S1200-350	**Net cash used by investing activities**		(77,422)
S1200-470	**Net increase (decrease) in cash**		-
S1200-480	**Cash, beginning of year**		-
S1200T	**Cash, end of year**	$	-

See independent auditors' report.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Statement of Cash Flows - HUD
Year Ended December 31, 2019 **(Two pages)**

Cash flows from operating activities:			
3250	Change in net assets	$	(12,017)
	Adjustments to reconcile change in net assets to net cash from operating activities:		
6600	Depreciation		74,354
Other S1200-600	Bad debts		2,428
	Change in:		
S1200-490	Accounts receivable		(2,428)
S1200-500	Accounts receivable, HUD		20,682
S1200-520	Prepaid expenses		(510)
S1200-530	Cash restricted for tenant security deposits		(29)
S1200-540	Accounts payable		(3,999)
S1200-550	Accounts payable - subsidy		849
S1200-560	Accrued liabilities		(1,392)
S1200-580	Tenant security deposits		155
S1200-590	Prepaid revenue		(231)
	Deferred Revenue		(440)
S1200-610	**Net cash from operating activities**	$	77,422

Replacement Reserve

In accordance with the provisions of the regulatory agreement, restricted cash is held in separate bank, to be used for repairs and replacement of property with the approval of HUD, as follows:

1320P	Balance -	January 01, 2019	$ 338,113
1320DT		Total monthly deposits	47,558
1320INT		Interest earned	824
1320WT	Deduct -	Withdrawals for replacement items approved by HUD	-
1320	Balance -	December 31, 2019, confirmed by bank	$ 386,495
1320R	Deposits suspended or waived indicator		No

Residual Receipts Reserve

In accordance with the provisions of the regulatory agreement, surplus cash is to be deposited into a reserve account.

1340P	Balance -	January 01, 2019	$ 115,138
1340DT		Total monthly deposits	-
1340INT		Interest earned	87
1340	Balance -	December 31, 2019, confirmed by bank	$ 115,225
1340R	Deposits suspended or waived indicator		No

Miscellaneous current liabilities - account 2190

Accrued audit fee	$ 5,263

Miscellaneous long-term liabilities - account 2390

Deferred revenue	$ 2,306

Independent Auditor

Leslie Bates, CPA
Dixon Hughes Goodman LLP
1829 Eastchester Drive
High Point, North Carolina 27265
(336) 889-5156

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Federal I.D. # 56-0747981

Computation of Surplus Cash, Distributions and Residual Receipts

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Project Name	Fiscal Period Ended:	Project Number
Laurel Court Apartments, Inc.	December 31, 2019	FHA Project No. 051-EE028

Part A - Compute Surplus Cash			
Cash			
1.	Cash (Accounts 1110,1120, 1170, 1191)	$ 11,408	
2.	Tenant subsidy vouchers due for period covered by financial statement	$ -	
3.	Other (Describe)	$ -	
	(a) Total Cash (Add Lines 1,2, and 3)		$ 11,408
Current Obligations			
4.	Accrued mortgage interest payable	$ -	
5.	Delinquent mortgage principal payments	$ -	
6.	Delinquent deposits to reserve for replacements	$ -	
7.	Accounts payable (due within 30 days)	$ 10,642	
8.	Loans and notes payable (due within 30 days)	$ -	
9.	Deficient Tax Insurance or MIP Escrow deposits	$ -	
10.	Accrued expenses (not escrowed)	$ 6,442	
11.	Prepaid rents (Account 2210)	$ 72	
12.	Tenant security deposits liability (Account 2191)	$ 10,288	
13.	Other	$ -	
	(b) Less Total Current Obligations (Add Lines 4 through 13)		$ 27,444
	(c) Surplus Cash (Deficiency)(Line (a) minus Line (b))		$ (16,036)
Part B - Compute Distributions to Owners and Required Deposit to Residual Receipts			
1.	Surplus Cash		$ (16,036)
Limited Dividend Projects			
2. a.	Annual Distribution Earned During Fiscal Period Covered by the Statement	$ -	
2. b.	Distribution Accrued and Unpaid as of the End of the Prior Fiscal Period	$ -	
2. c.	Distributions Paid During Fiscal Period Covered by Statement	$ -	
3.	Amount to be Carried on Balance Sheet as Distribution Earned but Unpaid (Line 2a plus 2b minus 2c)	$ -	
4.	Amount Available for distribution during next Fiscal Period		$ -
5.	Deposit Due Residual Receipts (Must be deposited with Mortgagee within 60 days after the Fiscal Period ends)		$ (16,036)

Loan Technician	Date	Loan Servicer	Date

Form HUD-93486 (8/95)

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Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Schedule of Changes in Property and Equipment
Year Ended December 31, 2019

	Balance December 31, 2018	Additions	Deletions	Balance December 31, 2019
1410 Land	$ 184,188	$ 2,475	$ -	$ 186,663
1420 Buildings	2,538,435	8,759	-	2,547,194
1460 Furnishings	85,977	11,855	-	97,832
1465 Office furniture and equipment	31,373	-	-	31,373
	2,839,973	23,089	-	2,863,062
Accumulated depreciation	(1,258,601)	(74,354)	-	(1,332,955)
Net book value	$ 1,581,372			$ 1,530,107

1410 Additions to Land Improvements	
Parking Lot	$ 2,475
1420 Additions to buildings	
Gazebo	$ 685
Flooring	6,374
Design Services	1,700
	$ 8,759
1460 Additions to furnishings	
Appliances	$ 3,958
HVAC	7,897
	$ 11,855

See independent auditors' report.

Laurel Court Apartments, Inc
FHA Project No. 051-EE028
Schedule of Expenditures of Federal Awards
Year Ended December 31, 2019

Federal Grantor/Pass-through Grantor/Program Title	CFDA Number	Federal Expenditures
U.S. Department of Housing and Urban Development		
Project Rental Assistance Contract	14.157	$ 132,685
Section 202 Capital Advance	14.157	2,146,300
Total		$ 2,278,985

Notes to Schedule of Expenditures of Federal Awards

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of *Laurel Court Apartments, Inc.* and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Therefore, some amounts presented in this schedule may differ from amounts presented or used in the preparation of the basic financial statements.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Laurel Court Apartments, Inc. did not elect to use the 10% de minimis indirect cost method.

The amount reported for the capital advance program was the beginning of the year balance, the balance at the end of the year did not change.

3. Subrecipient Payments

None of the expenditures reported on the Schedule were passed through to subrecipients.

DHG
DIXON HUGHES GOODMAN LLP

Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Directors
Laurel Court Apartments, Inc.
Christiansburg, Virginia

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Laurel Court Apartments, Inc., which comprise the statement of financial position as of December 31, 2019, and the related statements of activities, and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 30, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Laurel Court Apartments, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Laurel Court Apartments, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Laurel Court Apartments, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

DHG
DIXON HUGHES GOODMAN LLP

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Laurel Court Apartments, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Laurel Court Apartments, Inc.'s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Dixon Hughes Goodman LLP

High Point, North Carolina
March 30, 2020

DHG
DIXON HUGHES GOODMAN LLP

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Directors
Laurel Court Apartments, Inc.
Christiansburg, Virginia

Report on Compliance for Each Major Federal Program
We have audited Laurel Court Apartments, Inc.'s compliance with the types of compliance requirements described in the Uniform Guidance that could have a direct and material effect on Laurel Court Apartments, Inc.'s major federal program for the year ended December 31, 2019. Laurel Court Apartments, Inc.'s major federal program is identified in the schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal program.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for Laurel Court Apartments, Inc.'s major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Laurel Court Apartments, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of Laurel Court Apartments, Inc.'s compliance.

Opinion on Each Major Federal Program
In our opinion, Laurel Court Apartments, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended December 31, 2019.

DHG
DIXON HUGHES GOODMAN LLP

Report on Internal Control over Compliance

Management of Laurel Court Apartments, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Laurel Court Apartments, Inc.'s internal control over compliance with the type of requirements that could have a direct and material effect on its major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for its major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Laurel Court Apartments, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Dixon Hughes Goodman LLP

High Point, North Carolina
March 30, 2020

Schedule of Findings and Questioned Costs

1. Summary of Auditors' Results

Financial Statements

a. An unmodified opinion was issued on the financial statements.
b. There were no significant deficiencies or material weaknesses noted in internal control to disclose.
c. The audit did not disclose any material noncompliance.

Federal Awards

a. There were no significant deficiencies or material weaknesses noted in internal control over major programs to disclose.
b. An unmodified opinion was issued on compliance for the major program.
c. The audit did not disclose audit findings required to be reported.
d. The major program is:
e. Section 202 Capital Advance, 14.157.
f. The dollar threshold used to distinguish between Type A and Type B programs is $750,000.
g. The auditee did qualify as a low-risk auditee under Section 200.516 of OMB2CFR, Part 200.

2. Findings Related to the Financial Statements Which Are Required to be Reported in Accordance with GAGAS

a. None

3. Findings and Questioned Costs for Federal Awards

a. None

Schedule of the Status of Prior Audit Findings

1. Audit report, dated March 29, 2019 for the year ended December 31, 2018, issued by Dixon Hughes Goodman, LLP, disclosed no findings.

Certification of Officer and Managing Agent

We hereby certify that we have examined the accompanying financial statements, supplemental schedules and supporting data of Laurel Court Apartments, Inc. and, to the best of our knowledge and belief, the same are complete and accurate.

Jeffrey K. Reed — Date
President
Laurel Court Apartments, Inc.
Federal ID # 54-1746545

Jeffrey K. Reed — Date
President
Community Housing Partners Corporation
Federal ID # 54-1023025

DHG
DIXON HUGHES GOODMAN LLP

Independent Accountants' Report on Applying Agreed-Upon Procedure

To the Board of Directors
Laurel Court Apartments, Inc.
Christiansburg, Virginia

We have performed the procedure described in the second paragraph of this report, which was agreed to by Laurel Court Apartments, Inc. and the U.S. Department of Housing and Urban Development, Public Indian Housing-Real Estate Assessment Center ("PIH-REAC"), on whether the electronic submission of certain information agrees with the related hard copy documents within the audit reporting package. Laurel Court Apartments, Inc. is responsible for accuracy and completeness of the electronic submission. The sufficiency of the procedure is solely the responsibility of Laurel Court Apartments, Inc. and PIH-REAC. Consequently, we make no representation regarding the sufficiency of the procedure described below either for the purpose for which this report has been requested or for any other purpose.

We compared the electronic submission of the items listed in the "UFRS Rule Information" column with the corresponding printed documents listed in the "Hard Copy Documents" column. The associated findings from the performance of our agreed-upon procedure indicate agreement or non-agreement of the electronically submitted information and hard copy documents as shown in the attached chart.

This agreed-upon procedure engagement was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States. We were engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on whether the electronic submission of the items listed in the "UFRS Rule Information" column agrees with the related hard copy documents within the audit reporting package. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We were engaged to perform an audit in accordance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Uniform Guidance), by Laurel Court Apartments, Inc. as of and for the year ended December 31, 2019, and have issued our reports thereon dated March 30, 2020. The information in the "Hard Copy Documents" column was included within the scope, or was a by-product of that audit. Further, our opinion on the fair presentation of the supplementary information dated March 30, 2020, was expressed in relation to the basic financial statements of Laurel Court Apartments, Inc. taken as a whole.

A copy of the reporting package required by the OMB Uniform Guidance, which includes the auditor's reports, is available in its entirety from Laurel Court Apartments, Inc.. We have not performed any additional auditing procedures since the date of the aforementioned audit reports. Further, we take no responsibility for the security of the information transmitted electronically to the U.S. Department of Housing and Urban Development, PIH-REAC.

DHG
DIXON HUGHES GOODMAN LLP

The purpose of this report on applying the agreed-upon procedures is solely to describe the procedure performed on the electronic submission of the items listed in the "UFRS Rule Information" column and the associated findings, and not to provide an opinion or conclusion. Accordingly, this report is not suitable for any other purpose.

Dixon Hughes Goodman LLP

High Point, North Carolina
March 30, 2020

DHG
DIXON HUGHES GOODMAN LLP

Attachment to Independent Accountants' Report on Applying Agreed-Upon Procedure

UFRS Rule Information	Hard Copy Document(s)	Findings
Balance Sheet, Revenue and Expense and Cash Flow Data (account numbers 1120 to 7100T and the S1200 series)	Supplemental Schedules with Financial Statement Data	Agrees
Surplus Cash (S1300 series of accounts)	Computation of Surplus Cash, Distributions and Residual Receipts (Annual)	Agrees
Footnotes (S3100 series of accounts)	Notes to the audited Financial Statements	Agrees
Type of Opinion on the Financial Statements and Auditor Reports (S3400, S3500 and S3600 series of accounts)	Auditors' Reports on the Financial Statements, Compliance and Internal Control	Agrees
Type of Opinion on Supplemental Data (account number S3400-100)	Independent Auditors' Report	Agrees
Audit Findings Narrative (S3800 series of accounts)	Schedule of Findings and Questioned Costs	Agrees
General information (S3300, S3700 and S3800 series of accounts)	Schedule of Findings and Questioned Costs and OMB Data Collection Form	Agrees

Auditors' Transmittal Letter

S3200-005	Audit Firm ID (UII)	53370
S3200-010	Audit Firm	Dixon Hughes Goodman LLP
S3200-020	Lead Auditor First Name	Leslie
S3200-040	Lead Auditor Last Name	Bates
S3200-050	Auditor Street Address Line 1	1829 Eastchester Drive
S3200-070	Auditor City	High Point
S3200-080	Auditor State	North Carolina
S3200-090	Auditor Zip Code	27265
S3200-100	Auditor Zip Code Extension	1402
S3200-110	Telephone Number	336-889-5156
S3200-120	Audit Firm TIN	56-0747981
S3200-130	Date of Independent Auditors' Report	March 30, 2020

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HOUSING

CONTRACT RENEWAL TO THE
PROJECT RENTAL ASSISTANCE CONTRACT

I. **Contract Information:**
DUNS#: 061401639

Project Rental Assistance Contract No.: VA36S941002

Project Name: WELLESLEY COMMONS
Project Number: 051EE028

Project Address: 51 Wellesley Drive, Newport News VA 23606

II. **EXPIRING CONTRACT:** 10/31/2019

Except as specifically modified by this Contract Renewal, all provisions of the Expiring Project Rental Assistance Contract are renewed.

III. **TERM OF THE RENEWAL:**

The term of the Contract Renewal begins on:

11/01/2019

Subject to the availability of appropriations, to make housing assistance payments for any year in accordance with the Contract Renewal Amendment, as determined by HUD, the Contract Renewal Amendment shall run for a period of one year **, beginning on the first day of the term.**

IV. **CONTRACT RENT:**

The contract rents for each bedroom size (number of bedrooms) shall be the contract rent amount listed on Exhibit A of this Contract Renewal Amendment.

V. **BUDGET AUTHORITY:**

An additional $125,356 **of budget authority is being added to this contract.**

SIGNATURES:

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BY _____
Signature by authorized representative

Sharon Rowe Downs
Name and official title (Print)

Account Executive Branch Chief

Date _____

Digitally signed by: Sharon Rowe Downs
DN: CN = Sharon Rowe Downs email = Sharon.Downs@hud.gov C = US O = U.S. Department of Housing and Urban Development OU = Multifamily
Date: 2019.11.14 14:39:25 -05'00'

OWNER

Name of Owner (Print) _____
Laurel Court Apartments, Inc.

By _____
Signature of authorized representative

Andy Hall, Executive Vice President
Name and title (Print)

Date 11/14/2019

EXHIBIT A

IDENTIFICATION OF UNITS BY SIZE AND APPLICABLE CONTRACT RENTS

PROJECT NAME: WELLESLEY COMMONS
PROJECT RENTAL ASSISTANCE CONTRACT NUMBER: VA36S941002
PROJECT NUMBER: 051EE028

Number of Contract Units	Number of Bedrooms	Utility Allowance	Contract Rent	Gross Rent
40	1	66	508	574

R

Documentation of Operating Budget and Utility Allowance

viridiant

March 5, 2021

Todd Collins
Community Housing Partners Corporation
4915 Radford Ave #300,
Richmond, VA 23230
tcollins@chpc2.org

RE: Preliminary Utility Allowance for Wellesley

Dear Mr. Collins,

Please see the following Preliminary Utility Allowance (UA) for Wellesley located in Newport News, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	Virginia Natural Gas
Water:	City of Newport News	Trash:	N/A
Sewer:	City of Newport News		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

EARTHCRAFT PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE				
Utilities	**Utility Type**	**Paid by**	**Studio**	**1-bdr**	**2-bdr**	**3-bdr**	**4-bdr**
Heating	Electric				N/A	N/A	N/A
Air Conditioning	Electric				N/A	N/A	N/A
Cooking	Electric				N/A	N/A	N/A
Lighting	Electric				N/A	N/A	N/A
Hot Water	Gas				N/A	N/A	N/A
Water	-	Tenant	N/A	$ 23.41	N/A	N/A	N/A
Sewer	-	Tenant	N/A	$ 20.54	N/A	N/A	N/A
Trash	-	Owner	N/A	$ -	N/A	N/A	N/A
Total UA for costs paid by tenant			**N/A**		**N/A**	**N/A**	**N/A**

**Allowances only for Wellesley as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Rob McRaney

Rob McRaney
Business Relations Manager

Rent Schedule
Low Rent Housing

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0012
(exp. 07/31/2017)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name	FHA Project Number	Date Rents Will Be Effective (mm/dd/yyyy)
Wellesley Commons	051-EE028	11/1/2020

Part A – Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents: Col. 3 Rent Per Unit	Contract Rents: Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)	Col. 5 Utility Allowances (Effective Date (mm/dd/yyyy) 06 / 01 / 2020)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only): Col. 7 Rent Per Unit	Market Rents (Sec. 236 Projects Only): Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom	40	534	21360	67	601		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
Total Units	40	Monthly Contract Rent Potential (Add Col. 4)*	21360			Monthly Market Rent Potential (Add Col. 8)*	0
		Yearly Contract Rent Potential (Col. 4 Sum x 12)*	256320			Yearly Market Rent Potential (Col. 8 Sum x 12)*	0

* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

Part B – Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

- [x] Range
- [x] Refrigerator
- [x] Air Conditioner
- [ ] Disposal
- [ ] Dishwasher
- [x] Carpet
- [ ] Drapes
- [x] Blinds
- [ ] _____
- [ ] _____
- [ ] _____
- [ ] _____

Utilities **(Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item) E=electric; G=gas; F=fuel oil or coal.**

- [ ] Heating _____
- [ ] Cooling _____
- [ ] Hot Water _____
- [ ] Cooking _____
- [ ] Lights, etc. _____
- [ ] Water/Sewer

Services/Facilities (check those included in rent)

- [x] Parking
- [x] Laundry
- [ ] Swimming Pool
- [ ] Tennis Courts
- [ ] BB Court
- [ ] Playground
- [ ] Trash Removal
- [ ] _____
- [ ] Nursing Care
- [ ] Linen/Maid Service
- [ ] _____
- [ ] _____

Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
none	$
	$
	$
	$
	$
	$ 0

Part D – Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
none		
Total Rent Loss Due to Non-Revenue Units		$ 0

Part E – Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
none			
	$ 0	Total Commercial Rent Potential	

Part F – Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender) $

S

Supportive Housing Certification

Not Applicable

T

Funding Documentation

March 1, 2021

Jeffrey Reed
President
Community Housing Partners
448 Depot St. NE
Christiansburg, VA 24073

Re: Commitment for Wellesley, 51 Wellesley Drive in Newport News, VA

Dear Mr. Reed,

On behalf of NeighborWorks America (NeighborWorks), I am pleased to provide this commitment letter to Community Housing Partners for a grant of $500,000 in funding for the development of Wellesley. It is my understanding that these funds will be used for the development of Wellesley.

NeighborWorks has underwritten Community Housing Partners and has classified the organization as "Exemplary," the highest organizational underwriting rating that we give to any organization. The Wellesley project has been underwritten and approved under NeighborWorks capital funding for the rental real estate line of business program.

I wish you the best on the completion of this important affordable housing development.

Respectfully,

Donald R. Phoenix
Vice President, Southern Region

COMMUNITY
HOUSING PARTNERS

Community Housing Partners
4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7200, TTY: 711, fax: (804) 343-7208 | www.CommunityHousingPartners.org

Firm Sponsor Loan Commitment

March 9, 2021

Wellesley Commons Apartments, LLC
4915 Radford Ave., Suite 300
Richmond, VA 23230

Re: Wellesley

To Whom It May Concern:

Please be aware that Community Housing Partners Corporation (CHP) is acting as Sponsor for the above-named project. On March 1, 2021 CHP received a commitment of $500,000 of funds from NeighborWorks America for the rehabilitation of Wellesley. CHP has committed $500,000 of NeighborWorks funds to Wellesley Commons Apartments, LLC, as a loan under the terms and conditions described below:

Amount	$500,000
Term	30 Years
Priority of Lien	3rd
Amortization	N/A
Interest Rate	AFR
Payment Rate	Payments from Cash Flow

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

By: _____(SEAL)
Name: Samantha Brown
Title: Vice President

COMMUNITY
HOUSING PARTNERS

Community Housing Partners
4915 Radford Avenue, Suite 300, Richmond, VA 23230 | (804) 343-7201, TTY 711, fax: (804) 343-7208 | www.CommunityHousingPartners.org

Firm Developer Fee Commitment

March 1, 2021

Wellesley Commons Apartments, LLC
448 Depot Street
Christiansburg, VA 24073

Re: Wellesley

To Whom It May Concern:

Please be aware that Community Housing Partners Corporation is acting as Developer for the above-named project. As such, we agree to defer $24,886.00 of our Developer Fee ("Deferred Developer's Fee") as a loan from the Developer (Community Housing Partners Corporation), which shall be evidenced by a deferred fee note including the terms and conditions described below:

Amount	$24,886.00
Term	13 Years
Priority of Lien	N/A
Amortization	N/A
Interest Rate	AFR
Payment Rate	As Available from Cash Flow

Sincerely,

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

By: _____ (SEAL)
Name: Samantha Brown
Title: Vice President

PROMISSORY NOTE

Principal Sum: $24,886.00 Date: _____, 20__

For value received, the undersigned, **WELLESLEY COMMONS APARTMENTS, LLC**, a Virginia limited liability company, with its office located at 448 Depot Street, Christiansburg, Virginia 24073 (the "Borrower"), hereby promises to pay to the order of Community Housing Partners Corporation, a Virginia nonstock corporation, with its office located at 448 Depot Street, Christiansburg, Virginia 24073 (the "Lender"), the principal sum of Twenty-Four Thousand Eight Hundred Eighty-Six and 00/100 Dollars ($24,886.00) (the "Loan").

This Loan is made in connection with a low-income housing project known as Wellesley located in the City of Newport News, Virginia (the "Property").

1. Interest Rate: This Promissory Note (the "Note") shall bear interest at an annual interest rate, compounded annually, equal to the applicable Federal long-term rate (AFR), as defined in Section 1274(d) of the Internal Revenue Code of 1986, as amended, for thirteen (13) years, due upon maturity.

2. Payments: No payments of principal or interest shall be due prior to maturity, except as otherwise set forth herein. Principal and interest shall be payable only with Net Cash Flow (as defined in the Borrower's Amended and Restated Operating Agreement dated as of _____ (the "Operating Agreement")) of the Borrower in the priority set forth in Section ____ of the Operating Agreement. Prior to default, all payments, if any, received under this Note shall be applied to the reduction of principal. After default, all payments received by Lender in connection with this Note shall be applied as follows: first to the repayment of any sums advanced by the Lender to protect the Property as otherwise described in this Note; second, to the payment of the Lender's attorney fees and other expenses as provided for in this Note; third, to the payment of interest; and fourth, to the reduction of principal.

3. Term / Maturity Date: Unless earlier payable in accordance with this Note or any other document executed in connection herewith, the entire unpaid principal balance shall be due and payable in full **thirteen (13) years** from Final Closing (as defined in the Operating Agreement).

4. Method and Place of Payment: All payments of interest and principal, and all reimbursements (including repayments), shall be payable in lawful money of the United States of America to the Lender at its place of business located at 448 Depot Street, Christiansburg, Virginia, 24073 or at such other place as the Lender may designate in writing.

5. Prepayment: The Borrower shall have the right to prepay all or any portion of the outstanding principal balance of this Note at any time. No prepayment premium will be charged.

6. Default / Acceleration: At the option of the Lender, this Note and the indebtedness evidenced hereby may be declared immediately due and payable, as set forth in Section 7 below, and notwithstanding any prior waiver of any breach or default, or other indulgence, upon the occurrence at any time of any one or more of the following events:

a. Default in making any payment of principal, or any other charges due hereunder continuing uncured beyond ten (10) days from the date the Lender gives written notice to the Borrower of such default;

b. Any other violations, breach, or default of or under this Note, or any other agreement now or hereafter recorded in the City of Newport News, Virginia Land Records and executed in connection with this Note or evidencing or securing any obligation of the Borrower to the Lender, now existing or hereinafter arising in connection with this Note and continuing uncured beyond the applicable grace period, or, if no grace period is specified, beyond thirty (30) days from the date the Lender gives written notice to the Borrower specifying the breach, violation, or default;

c. In the event any representation or warranty made by the Borrower in connection with this Note shall, when made, have been materially false or misleading;

d. In the event any mortgage, deed of trust, security agreement, or other document executed in connection herewith, shall cease to provide the Lender with the lien, security interest, rights, titles, remedies, powers, or privileges intended to be created by the terms hereof or the applicability thereof; or

e. In the event any part of the obligation of this Note or any document executed in connection herewith shall be disaffirmed by the Borrower.

7. Remedies Upon Default: Upon any default by the Borrower, the Lender:

a. May declare the indebtedness evidenced by this Note immediately due and payable;

b. May pursue any and all remedies provided for hereunder, or any and all remedies provided at law, or in equity.

The Lender's remedies set forth above are not exclusive of any other available remedy or remedies, but each remedy shall be cumulative and shall be in addition to any other remedy given by this Note, and any document executed in connection herewith, at law, in equity, or by statute, whether now existing or hereafter arising. The exercise of any remedy or remedies shall not be an election of remedies. The remedies and rights of the Lender may be exercised concurrently, in combination, or in any order that the Lender deems appropriate. Failure to exercise any right hereunder shall not constitute a waiver of the right to exercise the same at any other time.

_____ and _____, the investor members of the Borrower and their affiliates, successors and/or assigns (the "Investor Members"), shall have the right, but not the obligation, to cure any default on behalf of Borrower under the same terms as those provided to the Borrower, and the Lender shall accept such cure as if such cure were made by the Borrower.

Notwithstanding anything to the contrary contained herein, in no event shall the Lender declare a default or event of default nor execute any remedy upon the occurrence of any monetary or non-monetary event of default under the Loan for the duration of the "Compliance Period", as that term is defined in Section 42 of the Internal Revenue Code.

8. Payment of Costs of Collection: The Borrower further agrees that if this Note is placed in the hands of an attorney for collection or enforcement, or if the debt or obligations of the Borrower, or any part thereof, is collected or enforced by an attorney through foreclosure or by legal proceedings of any kind, reasonable attorney fees and all costs and expenses incident upon such collection for enforcement shall be added to the amount due upon this Note and be collectible as part hereof. The Borrower agrees that the award of reasonable attorney fees may exceed 2% of the total principal interest and costs due under this Note.

9. Governing Law: This Note is to be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

10. Assignment: Lender may freely transfer or assign to any entity any or all of its rights under this Note. Except with the prior written consent of Lender, which shall not be unreasonably withheld, the Borrower may not assign its rights and obligations under this Note to any other entity. Notwithstanding any other provision of this Note or any related document, the Lender agrees that it shall not unreasonably withhold its consent to any sale of the Property, or other conveyance or assignment of all or part of the Borrower's rights and obligations under this Note, for the purpose of providing affordable housing. Any such sale or conveyance may not be permitted if the resulting total aggregate amount of any liens against the Property would be more than the appraised value of the Property at or about the time of sale or other conveyance, it being the intention of the Lender and the Borrower to protect Lender's secured equity. Lender must approve appraiser.

11. Notices. All notices required or permitted hereunder shall be in writing and delivered personally or made by addressing the same to the party to whom directed at the following addresses by registered or certified mail, return receipt requested, or by hand delivery:

If to the Borrower

WELLESLEY COMMONS APARTMENTS, LLC
c/o Community Housing Partners Corporation
448 Depot Street NE
Christiansburg, Virginia 24073
Attention: Jeffrey K. Reed

With a copy to: _____
_____
_____
_____
_____

With a copy to: _____
_____
_____
_____

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this Note to be executed by its duly authorized agent on this the day and year first above written.

WELLESLEY COMMONS APARTMENTS, LLC,
a Virginia limited liability company

By: CHP Wellesley Commons Apartments, LLC,
a Virginia limited liability company,
its Managing Member

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

By: _____(SEAL)
Name: Samantha Brown
Title: Vice President

COMMONWEALTH OF VIRGINIA)
) TO-WIT:
CITY/COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Samantha Brown, as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the managing member of CHP Wellesley Commons Apartments, LLC, a Virginia limited liability company, the managing member of Wellesley Commons Apartments, LLC, a Virginia limited liability company, on behalf of the company.

My Commission Expires: _____
Registration Number: _____

_____
Notary Public

44632448_1

U

Documentation to Request Exception to Restriction-Pools with Little/No Increase in Rent Burdened Population

Not Applicable

V

Nonprofit or LHA Purchase Option or Right of First Refusal

Prepared By and
Return to:

Williams Mullen Center
200 South 10th Street
Suite 1600
Richmond, VA 23219
Attention: Lauren Nowlin

RIGHT OF FIRST REFUSAL AND PURCHASE OPTION AGREEMENT

This Right of First Refusal and Purchase Option Agreement (the "Agreement") is effective as of March 16, 2021, by and between **WELLESLEY COMMONS APARTMENTS, LLC**, a Virginia limited liability company (the "Company"), and **COMMUNITY HOUSING PARTNERS CORPORATION**, a Virginia nonprofit corporation ("Grantee").

WHEREAS, CHP Wellesley Commons Apartments, LLC, a Virginia limited liability company, the managing member of the Company ("Managing Member"), and Grantee have entered into that Operating Agreement dated as of February 9, 2021 (the "Operating Agreement"), which governs the operations of the Company; and

WHEREAS, the Company was formed for the purpose of acquiring, owning or leasing, developing, constructing and/or rehabilitating, leasing, managing, operating, and, if appropriate or desirable, selling or otherwise disposing of a residential project, including all reserves established therefor, located in the City of Newport News, Virginia (the "Project") on the land described on the attached Exhibit A; and

WHEREAS, the Company desires to give, grant, bargain, sell and convey to Grantee, or such other governmental or qualified Section 501(c)(3) organization as may be designed by the Grantee for the Refusal Right (defined below), certain rights to purchase the Project on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the execution and delivery of this Agreement and the payment by the Grantee to the Company of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Refusal Right. In the event that the Company determines to sell or receives an offer to purchase the Project, which offer the Company intends to accept, or receives any bona fide third party offer to purchase the Project (the "Offer"), Grantee shall have a right of first refusal to purchase the Project (the "Refusal Right") for a period of thirty-six (36) months (the "Refusal Right Period") following the receipt of the offer and the close of the Compliance Period, on the terms and conditions set forth in this Agreement and subject to the conditions precedent to exercise of the Refusal Right specified herein. In addition to all other applicable conditions set forth in this Agreement, (a) the foregoing grant of the Refusal Right shall be effective only if Grantee is a governmental entity or qualified nonprofit organization, as defined in Section 42(h)(5)(c) of the Code currently and remains such at all times as of (i) the date that the Refusal Right has been exercised and the resulting purchase and sale has been closed or (ii) the date that the Refusal Right has been assigned to a Permitted Assignee, and (b) any assignment of the Refusal Right permitted under this Agreement and the Refusal Right so assigned shall be effective only if the assignee is at the time of the assignment and remains at all times thereafter, until the Refusal

Right has been exercised and the resulting purchase and sale has been closed, a Permitted Assignee described in Paragraph 7 hereof meeting the requirements of Section 42(i)(7)(a) of the Code. Prior to accepting any offer to purchase the Project, the Company shall notify Grantee and the Managing Member and deliver to each of them a copy thereof. The Company shall not accept any such offer unless and until the Refusal Right has expired without exercise by Grantee under Paragraph 1 hereof.

2. Refusal Right Purchase Price. The purchase price for the Project (the "Refusal Purchase Price") pursuant to the Refusal Right shall be the lesser of:

(i) the price in the Offer or the proposed sales price, provided such price is not less than the fair market value of the Project subject to all restrictive covenants or other agreements regarding use of the Project as affordable housing, any such appraisal to be made jointly by two independent appraisers, one selected by the Company and one selected by Grantee. If the appraisers are unable to agree on the fair market value of the Project, they shall jointly appoint a third appraiser. The decision of a majority of such appraisers shall be final and binding. Each party shall pay the cost of its own appraiser and shall evenly divide the cost of the third appraiser, if necessary, or

(ii) the sum of the principal amount of outstanding indebtedness secured by the Project and all Federal, state and local taxes attributable to such sale. The Refusal Purchase Price shall comply with and be interpreted and calculated consistently with the provisions of Section 42(i)(7)(B) of the Internal Revenue Code. In the absence of formal IRS guidance or legal precedents to the contrary, the phrase "principal amount of outstanding indebtedness" shall exclude any accrued interest owed. In the event that accrued interest is determined to be included in the phrase "principal amount of outstanding indebtedness," then, in the absence of formal IRS guidance or legal precedent to the contrary, the phrase "other than indebtedness incurred with the 5-year period ending on the Closing Date" shall include any accrued interest incurred in the 5-year period ending on the Closing Date that remains unpaid as of that date. The Company agrees to accept Grantee's computation of the amount described in this clause (ii) if the method of computation is supported by an opinion of a national or regional law firm with recognized expertise in matters relating to Section 42 of the Code.

3. Exercise of Refusal Right. In the event that Grantee elects to exercise the Refusal Right, it shall give the Company written notice of its intent to exercise the Refusal Right pursuant to Paragraph 8 below (the "Refusal Notice") and shall specify a date for delivery of the deed not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee's delivery of the Option Notice. Subject to the prior consent of the relevant lenders, Grantee may pay all or a portion of the Refusal Purchase Price by assuming the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the consent of all relevant lenders to such assumption.

4. Grant of Option to Purchase. The Company hereby grants to Grantee an option (the "Purchase Option") to purchase the Project for a period of sixty (60) months following the expiration of the Compliance Period, on the terms and conditions and subject to the conditions precedent specified herein.

5. Purchase Option Purchase Price. The purchase price for the Project pursuant to the Purchase Option shall be the greater of the following amounts: (a) the amount set forth in Paragraph 2 above, or (b) the fair market value of the Project, as determined by an appraisal conducted by an experienced appraiser selected by Grantee, using the income capitalization method of valuation, and assuming that the rent restrictions and any other restrictive covenants in effect during the ten-year Credit Period shall remain in effect in perpetuity.

6. Exercise of Option. In the event that Grantee elects to exercise the Purchase Option, it shall give the Company written notice thereof (the "Option Notice") and shall specify a date for delivery of the deed not less than ninety (90) days and no more than two hundred seventy (270) days after the Grantee's delivery of the Option Notice. Subject to the prior consent of the relevant lenders, Grantee may pay all or a portion of the Purchase Option Price by assuming the existing indebtedness of the Company. The Company agrees upon request of Grantee to use its best efforts to obtain the consent of all relevant lenders to such assumption.

7. Assignment. Grantee may assign all or any of (1) its Refusal Rights under this Agreement to (a) a qualified nonprofit organization, as defined in Section 42(h)(5)(C) of the code, (b) a government agency, or (c) a tenant organization (in cooperative form or otherwise) or resident management corporation of the Project or (2) its Purchase Option rights (each a "Permitted Assignee"). Prior to any assignment or proposed assignment of its rights hereunder, Grantee shall give written notice thereof to the Company and the Managing Member. Upon any permitted assignment hereunder, references in this Agreement to Grantee shall mean the Permitted Assignee where the context so requires, subject to all applicable conditions to the effectiveness of the rights granted under this Agreement and so assigned. No assignment of Grantee's rights hereunder shall be effective unless and until the Permitted Assignee enters into a written agreement accepting the assignment and assuming all of Grantee's obligations under this Agreement and copies of such written agreement are delivered to the Company and the Managing Member. Except as specifically permitted herein, Grantee's rights hereunder shall not be assignable.

8. Conditions Precedent and Termination. The parties rights and obligations pursuant to this Agreement shall be subject to Company's receipt of an allocation of Low Income Housing Tax Credits from the Virginia Housing Development Authority in connection with the Property and in an amount acceptable to the Company by December 31, 2021. In the event the foregoing condition set forth above is not satisfied within the Compliance Period, the Company shall have the right to terminate this Agreement and its obligation to sell the Property, in which event neither party shall have any further liability or obligation hereunder.

9. Contract and Closing. The Company and Grantee shall enter into a written contract for the purchase and sale of the Project in accordance with this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Project is located. Such contract shall permit sufficient time to apply for the so-called nine percent (9%) tax credits, and if unsuccessful, determine if tax exempt bond financing with four percent (4%) tax credits is feasible during the financial feasibility period and sufficient time to close on such financing or alternative financing in the sole discretion of the Grantee. The following provisions will apply to any sale of the Property (or interest of the Investor Member) pursuant to the Refusal Right or Purchase Option granted hereunder:

(a) The place for delivery of the deed or other transfer documents will be the land records of the proper local jurisdiction of the Commonwealth of Virginia or such other location as mutually acceptable to the Grantee and the Company.

(b) In any sale pursuant to this Agreement, the Property will be conveyed in "as is" condition, with all defects, and the Company will have no obligation to make any repairs or improvements in connection with such sale.

(c) Upon receipt of an Option Notice or Refusal Notice from the Grantee exercising the Purchase Option or Refusal Right, the Company will promptly provide to the Grantee an abstract of title or registered property abstract to the Property, certified to a current date to include, without limitation, proper searches covering bankruptcies, judgments, and state and federal liens. At the closing, the Company will deliver to the Grantee a good and sufficient Special Warranty Deed conveying good and clear record and marketable title to the Property, subject only to those liens and encumbrances set forth on the abstract of title, subject to liens in favor of such lenders whose debt is to be assumed and to such other encumbrances which do not materially interfere with the use of the Property as affordable residential housing. At the closing, the parties will make equitable adjustments for items as are typically adjusted in connection with the transfer of multifamily housing such as the Property.

(d) Exercise of the Purchase Option or Refusal Right by the Grantee will operate to terminate and extinguish any purchase agreement between the Company and any other party or parties thereto, and such other party or parties will thereupon have no right or interest whatsoever in the Property or any part thereof or in the agreement between the Company and the Grantee formed by the exercise of the Purchase Option or Refusal Right.

(e) In the event Grantee does not exercise its Refusal Right and the Property is disposed of to a different party or for different consideration or on any different terms from those stated in the Disposition Notice or offer, then any such disposition by the Company will be null and void and the Property will continue to be subject to the Refusal Right and Purchase Option.

(f) In the event that the Company fails to offer the Property to the Grantee as set forth above in violation of this Agreement, whoever may then hold title will convey the Property forthwith to the Grantee, upon demand, for the same consideration that the Grantee would have had to pay had the offer been properly made. Such demand of the Grantee upon the then title holder will be made within sixty (60) days after receipt by the Grantee of actual notice that a transfer of the Property has been completed. Constructive notice by recording or otherwise will not constitute such actual notice.

10. Miscellaneous.

(a) The Company agrees to insert reference to this Agreement in any deed, ground lease, or other instrument for conveyance or transfer of the Property, provided, however, that the enforceability of this Agreement will not be affected by a failure to insert a reference to this Agreement in any such deed, ground lease or other instrument.

(b) In no event will the Refusal Right or Purchase Option or a sale after a purchase pursuant to such Purchase Option or Refusal Right be exercised so as to restrict ownership, use or occupancy of the Property because of race, creed, color, sex, religion, or national origin or any other basis prohibited by law.

(c) This Agreement will be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia and may not be amended other than by an

agreement in writing signed by an authorized representative of the party to be charged therewith and recorded with the land records.

(d) If any of the provisions of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement and its application to other persons or circumstances will not be affected thereby and each of the other provisions of this Agreement will be valid and enforceable to the fullest extent permitted by law.

(e) The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. This Agreement and the Refusal Right and Purchase Option herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

(f) As an alternative to acquiring the Property under the Purchase Option, the Grantee will have the right to elect to acquire the interests of the Investor Members for the amount the Investor Members would receive from a sale of the Property for the purchase price as determined herein (i.e., either the Refusal Purchase Price or the Purchase Option Price, as applicable) and confirmed by an accountant of the Grantee and approved by the Company. Such payments to the Investor Member will be determined pursuant to the Operating Agreement, but with respect to the Refusal Right, such payments will be no less than the price established herein. Notwithstanding anything herein to the contrary, in determining the purchase price of the Property or the interests of the Investor Member, any purchase of the Property or the interests of the Investor Members will not include the value of any cash reserves.

11. Counterparts. This Agreement may be executed in separate counterparts or counterpart signature pages, which together will constitute a single agreement. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.

12. Covenants to Run with the Land. The covenants and agreements set forth herein shall be revised as required so that they may be recorded against and run with the land. The covenants and agreements set forth herein shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

13. Defined Terms. The capitalized terms used in this Agreement shall have the definitions provided for in the Operating Agreement unless otherwise specified herein.

14. Headings. This Agreement's headings are for convenience of reference and are not intended to qualify the meaning of any provision or covenants herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

WELLESLEY COMMONS APARTMENTS, LLC,
a Virginia limited liability company

By: CHP WELLESLEY COMMONS APARTMENTS, LLC, a Virginia limited liability company, its Managing Member

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

By: _____ (SEAL)
Name: Samantha Brown
Title: Vice President

COMMONWEALTH OF VIRGINIA)
) TO-WIT:
~~CITY~~/COUNTY OF Henrico)

The foregoing instrument was acknowledged before me this 16th day of March, 2021, by Samantha Brown, as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, the managing member of CHP Wellesley Commons Apartments, LLC, a Virginia limited liability company, the managing member of Wellesley Commons Apartments, LLC, a Virginia limited liability company, on behalf of the company.

My Commission Expires: 12/31/2024
Registration Number: 7880426

_____
Notary Public

HOWARD BERNARD ROGERS NOTARY PUBLIC REG # 7880426 MY COMMISSION EXPIRES 12/31/2024 COMMONWEALTH OF VIRGINIA

GRANTEE:

COMMUNITY HOUSING PARTNERS CORPORATION, a Virginia nonprofit corporation

By: _____ (SEAL)
Name: Samantha Brown
Title: Vice President

COMMONWEALTH OF VIRGINIA)
) TO-WIT:
~~CITY~~/COUNTY OF Henrico)

The foregoing instrument was acknowledged before me this 16th day of March, 2021, by Samantha Brown, as Vice President of Community Housing Partners Corporation, a Virginia nonprofit corporation, on behalf of the corporation.

My Commission Expires: 12/31/2024
Registration Number: 7880426

_____
Notary Public

HOWARD BERNARD ROGERS NOTARY PUBLIC REG # 7880426 MY COMMISSION EXPIRES 12/31/2024 COMMONWEALTH OF VIRGINIA

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EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon, and the appurtenances thereunto belonging, lying, situate and being in the City of Newport News, Virginia, and being known, numbered and designated as Parcel A-1 (70,392 S.F.), as shown on that certain plat entitled "Subdivision of 'Parcel A, Property of W & M Corporation' (D.B. 1009, Pg 896) Newport News, Virginia" dated March 21, 1996, and made by Campbell Land Surveying, Inc., which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Newport News, Virginia, in Deed Book 1430, at page 1743, to which reference is hereby made for a more particular description of the said property;

AND BEING all that same real estate conveyed unto Laurel Court Apartments, Inc., a Virginia non-stock corporation, from Statewide Properties, L.C. by deed dated October 28, 1996, which deed is to be recorded in the said Clerk's Office.

W

Internet Safety Plan and Resident Information Form

Internet Security Plan for Community Room Wi-Fi

We will provide the following reasonable security measures to protect the Wi-Fi network:

1. Basic firewall service will be implemented, which blocks all internet traffic that doesn't originate from the Wi-Fi network. Each user's traffic will be segregated to prevent malicious attacks that originate from inside the network.
2. Content filtering will be implemented to prevent users from accessing websites that contain objectionable or malicious content. Content filtering will be implemented at the DNS layer.
3. Each approved user will be granted a voucher with an access code to connect to the Wi-Fi network securely for a limited amount of time. Vouchers will expire on a regular basis. This will prevent unauthorized access to the Wi-Fi network, while also creating a rotating authentication method for the Wi-Fi network.
4. All users will be required to agree to the Acceptable Use Policy as a condition for connecting to the Wi-Fi network.

INTERNET USE AGREEMENT

THIS INTERNET USE AGREEMENT ("Agreement") represents the agreement and understanding between [Insert Property Name] and its parents, subsidiaries and affiliates (collectively "[Insert Property Name]"), and Tenant (identified below) for the use of internet access service provided by [Insert Property Name] (the "Service").

Tenant's use of Service shall constitute Tenant's acceptance of the terms and conditions of this Agreement, as well as Tenant's agreement and adherence to the Acceptable Use Policy, as may be amended from time to time, attached hereto as **Exhibit A**.

TERMS AND CONDITIONS

PROVISION OF SERVICES. Service, as defined in this Agreement, is Tenant's access to and use of the internet, if available, including via a wireless WiFi connection, where available.

SERVICE RATE AND CHARGES. The Service is provided free of charge as a convenience to the Tenant and is not provided as a service with economic value.

LIMITATION OF WARRANTIES AND LIABILITY/DISCLAIMER OF WARRANTIES. Tenant use of

Service is at your own risk. Neither [Insert Property Name] nor any of its underlying service providers, information providers, licensers, employees, or agents guarantee or warrant that the Service will be uninterrupted or error free, nor does [Insert Property Name] or any of its underlying service providers, information providers, licensers, employees, or agents, make any warranty or guarantee as to the results to be obtained from the use of the Service.

THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE STATE OR FEDERAL LAW. NEITHER [Insert Property Name] NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU, TENANT, EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD [INSERT PROPERTY NAME] RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD-PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM [INSERT PROPERTY NAME] MAY CONTRACT WITH IN CONNECTION WITH THE SERVICE).

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND THE INTERNET. [INSERT PROPERTY NAME] DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND [INSERT PROPERTY NAME] SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information accessed through the Service or on the Internet generally. [Insert Property Name] does not warrant that the Service will be uninterrupted or error-free or that defects in the Service will be corrected.

Tenant understands that the Internet contains unedited materials, some of which are sexually explicit or may be offensive or harmful. Tenant may access such materials at their own risk. [Insert Property Name] has no control over and accepts no responsibility whatsoever for such materials.

INDEMNIFICATION BY USER. You shall indemnify and hold harmless [Insert Property Name] and any of its underlying service providers, information providers, licensers, employees or agents from and against any and all claims, demands, actions, causes of action, suits proceedings, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

OTHER RESPONSIBILITIES OF TENANT. You agree that you will be responsible for all usage of the Service and any other services accessed through the Service whether or not authorized by you. You agree to pay any applicable fees or charges by any applicable due date, and to pay any interest or late fees incurred for late payment of the required fees. You agree not to transmit or publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain materials that are unsuitable for minors (persons under 18 years of age).

You agree to perform independent backup of data stored on your computer as [Insert Property Name] is not responsible for personal files residing on your computer.

TERM. This Agreement for the use of the Service will be in effect from the date your completed registration is accepted by [Insert Property Name] or the time you first access the Service, whichever comes first. This Agreement and your use of the Service may be terminated by either you or [Insert Property Name] at any time by written notice to [Insert Property Name], or by [Insert Property Name] at any time with or without notice for your default or violation of any terms of this Agreement.

MISCELLANEOUS. This Agreement shall be governed and construed in accordance with the laws of the State of Virginia applicable to agreements made and to be performed in Virginia. You agree that any legal action or proceeding between [Insert Property Name] and you for any purpose concerning this Agreement the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Virginia. In the event that [Insert Property Name], prevails in any litigation arising from or in connection with this Agreement, [Insert Property Name] may recover its reasonable attorney's fees, court costs, and legal costs (including expert witness fees, if applicable). Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

[Insert Property Name]' failure to insist upon or enforce strict performance of any provision of this Agreement shall not be constructed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. [Insert Property Name] may assign its rights and duties under this Agreement to any party at any time without notice to you.

SERVICE IS PROVIDED ON THE FOLLOWING TERMS:

1. [Insert Property Name] is not responsible for the provision, performance, or support of your computer, tablet, or other electronic device used to access the Services. [Insert Property Name] provides support for Service only to its Wi-Fi system. Support for your computer, tablet, or other electronic device used to access the Services and any connecting Ethernet cables or any other devices to the wall jack is your responsibility.

2. You are solely responsible for keeping your computer, tablet, or other electronic device used to access the Services secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the Service, and that of third parties connected to its networks. You are solely responsible for guarding against and repairing your computer, tablet, or other electronic device used to access the Services, and other systems from any infection by malicious code or unauthorized use.

3. [Insert Property Name] cannot guarantee security and it is essential that you make use of a personal firewall, and anti-virus software due to the "always-on" nature of the Service. In addition, [Insert Property Name] strongly recommends you add further security protection by obtaining current updates to your application software, as well as other best practice security measures.

4. You may not use the Service in any way which, in [Insert Property Name]'s sole opinion, is, or is likely to be, detrimental to the provision of the Service to any other [Insert Property Name] tenant. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service. If [Insert Property Name] determines you are using excessive bandwidth, at our absolute discretion we may reduce the bandwidth available, or temporarily suspend or permanently disconnect the Service (with or without notification). [Insert Property Name] may automatically block file sharing usage.

5. Occasionally, [Insert Property Name] may need to temporarily suspend the Service for repairs or planned maintenance and upgrades. Where this occurs, [Insert Property Name] will give you as much notice as is reasonably possible under existing circumstances, however we cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible and appropriate in light of the circumstances.

6. [Insert Property Name] reserves the right to email Service announcements to you as part of the Service. It is the Tenant's responsibility to notify the office of a change of email address.

7. You may not use the facilities and capabilities of the Service to conduct any illegal activity, solicit the performance of any illegal or criminal activity, or take actions in violation of other Tenant obligations to [Insert Property Name] or in violation of the Acceptable Use Policy.

8. You may not send proactively, receive, upload, download, use or re-use any information or material which is defamatory or in breach of confidence, copyright, privacy or any other legally

protected rights.

9. You may not do anything which is contrary to the acceptable use policies of any connected networks or internet standards.

10. You may not use the Service to harass, discriminate against, cause annoyance, interfere with, inconvenience, or needlessly cause anxiety to tenants or others.

11. You may not send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facility.

12. You may not use the Service other than for your personal use, and you acknowledge that [Insert Property Name] shall not in any way whatsoever be liable to you or to any third party for any personal losses (including without limitation any loss of profits, business or anticipated savings or for any destruction of data) suffered in anyway whatsoever by you or any third party.

13. You may not employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Service.

14. You may not permit any third party to do any of the above.

15. A current copy of the Acceptable Use Policy is attached hereto as Exhibit A and available at _____. The version of this Acceptable Use Policy is stored at that URL is considered the current and binding version.

16. If any aspect of these terms and conditions is found to be unenforceable or unlawful, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

17. This Agreement sets out the whole of our agreement relating to our supply of the Service. This Agreement cannot be varied except in writing by a managing partner of [Insert Property Name]. In particular, nothing said by any employee or person on behalf of [Insert Property Name] should be understood as a variation of this Agreement or an authorized representation about the Service or the nature and quality of items displayed thereon. [Insert Property Name] shall have no liability for any such representation being untrue or misleading.

TENANT SIGNATURE: _____

PRINT NAME: _____

DATE: _____, 20__.

Acceptable Use Policy for WiFi Access

Last Modified: February 21, 2021

Introduction

[INSERT PROPERTY NAME] (the "Company," "we," or "us") provides access to a wireless network for access to the Company's WiFi network (the "Network"). Network access is provided as a courtesy and convenience to you on an as-is basis. Use of our Network is at your own risk.

This Acceptable Use Policy (this "AUP") governs your access to and use of the Network. Company reserves the right to amend, alter, or modify your conduct requirements as set forth in this AUP at any time. By clicking to accept or agree to the AUP, you accept and agree to be bound and abide by this AUP. If you do not want to agree to this AUP, you must not access or use the Network.

Prohibited Uses

You may use the Network only for lawful purposes and in accordance with this AUP. You agree not to use the Network:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity established in any jurisdiction.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Network, or which, as determined by us, may harm the Company or users of the Network or expose them to liability.

Additionally, you agree not to:

- Use the Network in any manner that could disable, overburden, damage, or impair the Network or interfere with any other party's use of the Network, including their ability to engage in real time activities through the Network.
- Use any robot, spider, or other automatic device, process, or means to access the Network for any purpose, including monitoring or copying any Network traffic or resources available on the Network.
- Use any manual process to monitor or copy any Network traffic or resources available on the Network or for any other unauthorized purpose without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Network.
- Introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Network or any server, computer, database, or other resource or element connected to the Network.
- Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Network.
- Otherwise attempt to interfere with the proper working of the Network.

Content Standards

You agree not to use the Network to send, knowingly receive, upload, download, use, or re-use any material which:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Is likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.
- Impersonates any person, or misrepresents your identity or affiliation with any person or organization.
- Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Monitoring and Enforcement

Company, in its sole discretion, will determine whether your conduct is in compliance with this AUP. We have the right to:

- Monitor your use of the Network for any purpose in our sole discretion and as we see fit.
- Take any action we deem necessary or appropriate in our sole discretion if we believe a user's conduct violates this AUP, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Network or the public, or could create liability for the Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Network.
- Terminate or suspend your access to all or part of the Network for any or no reason, including without limitation, any violation of this AUP.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Network. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

DRAFT

STOP | THINK | CONNECT™

BASIC TIPS AND ADVICE

KEEP A CLEAN MACHINE

- KEEP SECURITY SOFTWARE CURRENT: Having the latest security software, web browser and operating system is the best defense against viruses, malware and other online threats.
- AUTOMATE SOFTWARE UPDATES: Many software programs will automatically connect and update to defend against known risks. Turn on automatic updates if that's an available option.
- PROTECT ALL DEVICES THAT CONNECT TO THE INTERNET: Along with computers, smartphones, gaming systems and other web-enabled devices also need protection from viruses and malware.
- PLUG & SCAN: USBs and other external devices can be infected by viruses and malware. Use your security software to scan them.

PROTECT YOUR PERSONAL INFORMATION

- LOCK DOWN YOUR LOGIN: Fortify your online accounts by enabling the strongest authentication tools available, such as biometrics, security keys or a unique one-time code through an app on your mobile device. Your usernames and passwords are not enough to protect key accounts like email, banking and social media.
- MAKE YOUR PASSWORD A SENTENCE: A strong password is a sentence that is at least 12 characters long. Focus on positive sentences or phrases that you like to think about and are easy to remember (for example, "I love country music."). On many sites, you can even use spaces!
- UNIQUE ACCOUNT, UNIQUE PASSWORD: Separate passwords for every account helps to thwart cybercriminals.
- WRITE IT DOWN AND KEEP IT SAFE: Having separate passwords for every account helps to thwart cybercriminals. At a minimum, separate your work and personal accounts and make sure that your critical accounts have the strongest passwords.

CONNECT WITH CARE

- WHEN IN DOUBT THROW IT OUT: Links in emails, social media posts and online advertising are often how cybercriminals try to steal your personal information. Even if you know the source, if something looks suspicious, delete it.
- GET SAVVY ABOUT WI-FI HOTSPOTS: Limit the type of business you conduct and adjust the security settings on your device to limit who can access your machine.
- PROTECT YOUR $$: When banking and shopping, check to be sure the site is security enabled. Look for web addresses with "https://" or "shttp://," which means the site takes extra measures to help secure your information. "Http://" is not secure.

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TIPS AND ADVICE

BE WEB WISE

- STAY CURRENT: Keep pace with new ways to stay safe online: Check trusted websites for the latest information, and share with friends, family, and colleagues and encourage them to be web wise.
- THINK BEFORE YOU ACT: Be wary of communications that implore you to act immediately, offer something that sounds too good to be true or ask for personal information.
- BACK IT UP: Protect your valuable work, music, photos and other digital information by making an electronic copy and storing it safely.

BE A GOOD ONLINE CITIZEN

- SAFER FOR ME, MORE SECURE FOR ALL: What you do online has the potential to affect everyone – at home, at work and around the world. Practicing good online habits benefits the global digital community.
- POST ONLINE ABOUT OTHERS AS YOU HAVE THEM POST ABOUT YOU: The Golden Rule applies online as well.
- HELP THE AUTHORITIES FIGHT CYBERCRIME: Report stolen finances or identities and other cybercrime to the Internet Crime Complaint Center (www.ic3.gov) and to your local law enforcement or state attorney general as appropriate.

OWN YOUR ONLINE PRESENCE

- PERSONAL INFORMATION IS LIKE MONEY. VALUE IT. PROTECT IT: Information about you, such as your purchase history or location, has value – just like money. Be thoughtful about who gets that information and how it's collected through apps and websites.
- BE AWARE OF WHAT'S BEING SHARED: Set the privacy and security settings on web services and devices to your comfort level for information sharing. It's OK to limit how and with whom you share information.
- SHARE WITH CARE: Think before posting about yourself and others online. Consider what a post reveals, who might see it and how it could be perceived now and in the future.

ONLINE CYBERSECURITY ADVICE

for all digital citizens

The internet is a shared resource, and securing it is

Our Shared Global Responsibility.

LOCK DOWN YOUR LOGIN

Your usernames and passwords are not enough to protect key accounts like email, banking and social media. Strengthen online accounts and use strong authentication tools – like biometrics, security keys or a unique, one-time code through an app on your mobile device – whenever offered.

KEEP A CLEAN MACHINE

Keep all software on internet-connected devices – including personal computers, smartphones and tablets – current to reduce risk of infection from ransomware and malware.

WHEN IN DOUBT, THROW IT OUT

Links in email, tweets, posts and online advertising are often how cybercriminals try to compromise your information. If it looks suspicious, even if you know the source, it's best to delete or, if appropriate, mark it as junk.

BACK IT UP

Protect your valuable work, music, photos and other digital information by making an electronic copy and storing it safely. If you have a copy of your data and your device falls victim to ransomware or other cyber threats, you will be able to restore the data from a backup.

OWN YOUR ONLINE PRESENCE

Set the privacy and security settings on websites to your comfort level for information sharing. It is OK to limit how and with whom you share information.

SHARE WITH CARE

Think before posting about yourself and others online. Consider what a post reveals, who might see it and how it might affect you or others.

PERSONAL INFORMATION IS LIKE MONEY. VALUE IT. PROTECT IT.

Information about you, such as purchase history or location, has value – just like money. Be thoughtful about who gets that information and how it is collected by apps, websites and all connected devices.

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Connecting Generations
Cyber-Seniors®

ONLINE SAFETY TIPS FOR OLDER ADULTS

Going online lets you keep learning, connect with friends and family and play games. Just as you fasten your seat belt before driving, take precautions before using the Internet to be sure you are safe and secure. The first step is to STOP. THINK. CONNECT.: take safety measures, think about the consequences of your actions and connect knowing you have taken steps to safeguard yourself when online.

STOP. THINK. CONNECT., in partnership with Cyber-Seniors, wants to make sure everyone has a safe and enjoyable experience while online. We have a few tips that will help as you learn how to use new technology.

PERSONAL INFORMATION IS LIKE MONEY. VALUE IT. PROTECT IT.

- **Lock your devices, like you tablet and phone:** You lock the front door to your house, and you should do the same with your devices. Use strong passwords to lock your tablet and phone. Securing your devices keeps prying eyes out and can help protect your information in case your devices are lost or stolen.

- **Think before you act:** Ignore emails or communications that create a sense of urgency and require you to respond to a crisis, such as a problem with your bank account or taxes. This type of message is likely a scam.

- **When in doubt, throw it out:** Clicking on links in emails is often how bad guys get access to personal information. If an email looks weird, even if you know the person who sent it, it's best to delete.

- **Make passwords strong:** A strong password is a sentence that is at least 12 characters long. Focus on positive sentences or phrases that you like to think about and are easy to remember (for example, "I love country music."). On many sites, you can even use spaces!

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ONLINE SAFETY TIPS FOR OLDER ADULTS

- **Write it down and keep it safe:** Everyone can forget a password. Keep a list that's stored in a safe, secure place away from your computer.

SHARE WITH CARE

- **What you post will last forever:** Be aware that when you post a picture or message online, you may also be inadvertently sharing personal details with strangers about yourself and family members – like where you live.

- **Post only about others as you would like to have them post about you:** The golden rule applies online as well.

- **Own your online presense:** It's OK to limit who can see your information and what you share. Learn about and use privacy and security settings on your favorite websites.

About STOP. THINK. CONNECT.

STOP. THINK. CONNECT. is the first-ever coordinated message to help all digital citizens stay safer and more secure online. The message was created by an unprecedented coalition of companies, nonprofits and government organizations. In 2009, the Anti Phishing Working Group and National Cyber Security Alliance led the effort to find a unified online safety message that could be adapted across public and private sectors. The is to help everyone understand the risks and benefits that come with using the Internet.

About Cyber-Seniors

Building on the award-winning documentary "Cyber-Seniors" and the high school community service project that inspired it, the Cyber-Seniors non-profit organization and Connecting Generations campaign encourages tech savvy youth to share thier knowledge by mentoring older adults.

For information on Cyber-Seniors and the Connecting Generations campaign please visit www.cyberseniorsdocumentary.com

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ONLINE GAMING TIPS FOR KIDS, TEENS AND TWEENS

Online gaming is fun and interactive. You can play with friends or with people across the globe. Make sure you know how to protect yourself and your personal information while playing online. Following these simple guidelines can prevent problems later.
The first step is STOP. THINK. CONNECT.

It's your game. Take control.

- If another player is making you feel uncomfortable, tell a trusted adult. Remember that you can always kick a player out of the game if they are making you uncomfortable.
- Learn how to block and/or report another player if they are making you uncomfortable. Keep a record of what the other player said, but do not engage them.
- Playing with people you don't know or who aren't your good friends? Time to use a disguise.
  - Use a safe Game Name: something cool like SecretNinja99 or LeTigreVerde
  - Use an avatar instead of the webcam. Sure, the webcam is cool, but strangers don't need to know what you look like. Embrace an air of mystery.
  - Use the voice altering features if you have them. Otherwise, avoid voice chat to protect your anonymity.

Keep a Clean Machine.

Talk to your parents or guardians about how they can make sure your computer is protected against computer viruses, spyware and other bugs.

- Keep security software current: Having the latest security software, web browser, and operating system are the best defenses against viruses, malware, and other online threats.
- Protect all devices that connect to the Internet: Computers, smart phones, gaming systems, and other webenabled devices all need protection from viruses and malware.

Protect Your Personal Information.

Personal information is any information that can be used to identify you or your accounts. Examples include your name, address, phone number, user names and passwords, pictures, birthday and social security number.

- Secure your accounts: Ask for protection beyond passwords. Many account providers now offer additional ways for you verify who you are before you conduct business on that site.
- Make passwords long and strong: Combine capital and lowercase letters with numbers and symbols to create a more secure password. (Remember, passwords are the keys to your accounts. The only people who need to know them are YOU and your parents. Not your brother, sister, best friend, or teacher – just you.)
- Own your online presence: When available, set the privacy and security settings on websites to your comfort level for information sharing. It's ok to limit how and with whom you share information.

Created by the National Cyber Security Alliance

ONLINE GAMING TIPS FOR KIDS, TEENS AND TWEENS

STOP | THINK | CONNECT™

Be Web Wise.

Stay informed of the latest Internet developments, know what to do if something goes wrong and be open with your parents about what you are doing online.

- Stay current. Keep pace with new ways to stay safe online. Check trusted websites for the latest information, share with friends and family, and encourage them to be web wise.
- Think before you act: Be wary of communications that implores you to act immediately, offers something that sounds too good to be true, or asks for personal information. Do not accept downloads from strangers. This includes cheat programs that may claim to help you perform better in the game, but really could be carrying malware.

Be a Good Online Citizen.

It is easy to say things from behind a computer screen that you would never say face to face. Maintain the same level of courtesy online that you would in the real world.

- Safer for me more secure for all: What you do online has the potential to affect everyone – at home and around the world. Practicing good online habits benefits the global digital community.

STOP. Before you use the Internet, take time to understand the risks and learn how to spot potential problems.
THINK. Take a moment to be certain the path is clear ahead. Watch for warning signs and consider how your actions online could impact your safety, or your family's.
CONNECT. Enjoy the Internet with greater confidence, knowing you've taken the right steps to safeguard yourself and your computer.

Created by the National Cyber Security Alliance

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Privacy Tips for Teens

You learn, connect with friends and play games online. Just as you look both ways before crossing the street (which we hope you do), be sure you are using the Internet safely and securely. The first step is to STOP.THINK.CONNECT.: take safety measures, think about the consequences of your actions and connect knowing you are protecting yourself from an unhappy surprise.

Share With Care

- **What you post can last a lifetime:** Before posting online, think about what others might learn about you and who might see it in the future – teachers, parents, colleges and potential employers. Share the best of yourself online.

- **Be aware of what's being shared:** Be aware that when you post a picture or video online, you may also be sharing information about others or personal details about yourself like where you live, go to school or hang out.

- **Post only about others as you would like to have them post about you:** The golden rule applies online as well. Ask permission before you tag a friend in a photo.

- **Own your online presence:** It's OK to limit who can see your information and what you share. Learn about and use privacy and security settings on your favorite online games, apps and platforms.

Personal Information Is Like Money. Value It. Protect It.

- **Know what's being collected, who is collecting it and how it will be used:** Information about you, such as the games you like to play, what you search for online and where you shop and live, has value – just like money. Be thoughtful about who gets that information and how it's collected through apps and websites. Only use a product or service if the company is open and clearly states how it will use your personal information. If you're not sure what a business will do with your information, ask your parents. Think twice if an app wants permission to use personal information (like your location) it doesn't need before you say "OK."

- **Secure your devices:** Use strong passwords or passcodes or touch ID features to lock your devices. Securing your device can help protect your information if your device is lost or stolen and keep prying eyes out.
- **Get savvy about WiFi hotspots:** Public wireless networks and hotspots are not secure – this means the possibility exists that anyone can see what you are doing on your laptop or smartphone while you are connected to it. Think about what you are doing and if you would want another person to see it. If you use public WiFi a lot, think about using a virtual private network (VPN) that provides a more secure WiFi connection.
- **Now you see me, now you don't:** Some stores and other locations look for devices with WiFi or Bluetooth turned on to track your movements while you are within range. Turn off WiFi and Bluetooth when not in use, and limit your use of free public wireless networks, which stores and locations can use to track what you do online.
- **When in doubt, throw it out:** Links in email, tweets, posts, and online advertising are often the way bad guys get access to your personal information. If it looks weird, even if you know the source, it's best to delete.

For more tips and information about staying safe online, visit www.stopthinkconnect.org.

Made possible in whole by a grant from the Digital Trust Foundation.

stopthinkconnect.org

X

Marketing Plan

For units meeting accessibility requirements of HUD section 504

Tab X
Marketing Plan
Wellesley

Owner's Intent

Wellesley Commons Apartments, LLC plans to rehabilitate Wellesley, a 40-unit affordable multi-family housing development located in Newport News, VA. Community Housing Partners Corporation (CHP), as the developer, plans to construct five (5) units to serve persons with physical disabilities. The construction of five handicapped accessible units will qualify this development for accessibility points by providing the greater of five (5) unit or 10% of the project units which conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. One (1) of the five handicapped accessible units will also be equipped specifically with hearing and sight accessibility features.

The accessible units will be set aside and marketed to persons with disabilities for a minimum period of sixty (60) days. During this sixty (60) day time period, ongoing marketing efforts to qualified tenants will be documented. If a qualified tenant is not identified within the timeframe, evidence of marketing will be submitted to VH's Program Compliance Office and a request for approval will be made to rent the unleased units to any income qualified households.

CHP may alternatively work with the VH's Compliance Officer to demonstrate marketing to the target population is occurring on an ongoing basis throughout the year, meaning the management agent will be making contact with at least 2 of the below referenced resources monthly, thus allowing CHP to fill any vacant 504 units with any income qualified tenant without the unit remaining vacant for sixty (60) days.

In either case, the lease of any qualified non-handicapped tenant located in an accessible unit will contain a provision stipulating the non-handicapped household must move to the next available vacant unit if a household including a person with a disability applies and qualifies for the 504 unit.

Implementation of Owner's Intent

CHP, as the management agent, will rent accessible units only to qualified households, unless a qualified tenant cannot be found during the sixty (60) day marketing effort, or after ongoing marketing efforts as described above. Focused marketing efforts will occur, in addition to normal routine marketing strategies, to ensure qualified individuals are aware of the availability of accessible units.

Focused Marketing Efforts:

VirginiaHousingSearch.com – CHP will post Wellesley on the virginiahousingsearch.com website and will communicate the fact the development has accessible units.

Newport News Redevelopment & Housing Authority (NNRHA) holds the Housing Choice Voucher/Section 8 waiting list for Newport News, VA. CHP will communicate the availability of units, including accessible units, with NNRHA. Contact information for NNRHA:

Carl V. Williamson
Director of Housing
cwilliamson@nnrha.org

757-928-2659
PO Box 797
Newport News, VA 23607

Peninsula Agency on Aging (PAA) – CHP has communicated with PAA and will continue to communicate the availability of affordable accessible units to the PAA. Contact information for the PAA:

William Massey
CEO
(757) 873-0541
ceo@paainc.org
739 Thimble Shoals Boulevard
Building 1000, Suite 1006
Newport News, VA 23606

Diane Hartley
VP of Care Coordination
(757) 873-0541
dhartley@paainc.org
739 Thimble Shoals Boulevard
Building 1000, Suite 1006
Newport News, VA 23606

Virginia Department of Behavioral Health and Development Services (VA DBHDS) – CHP has communicated with VA DBHDS and will continue to communicate the availability of affordable units. Contact information for VBHDS:

Kimberly Rodgers
Housing Coordinator
Kimberly.rodgers@dbhds.virginia.gov
(804) 629-1674
1220 Bank Street
Richmond, VA 23219

Janna Wiener
Housing Services Manager
janna.wiener@dbhds.virginia.gov
(804) 371-0359
1220 Bank Street
Richmond, VA 23219

Peninsula Center for Independent Living – CHP has communicated with the Peninsula Center for Independent Living, the Center for Independent Living serving Newport News, VA, and will continue to communicate the availability of affordable accessible units. Contact information for Peninsula Center for Independent Living:

Ralph Shelman
Executive Director
rshelman@hvacil.org
(757) 827-0275
2021-A Cunningham Drive, Suite 2
Hampton, VA 23666

C. Tyler-Northan, M. Ed. & HD.
Community Services Manager
ctyler-northan@havcil.org
(757) 827-0275
2021-A Cunningham Drive, Suite 2
Hampton, VA 23666

Hampton-Newport News Community Services Board (HNNCSB) – CHP has communicated HNNCSB and will continue to communicate the availability of affordable accessible units. Contact information for HNNCSB:

Joy Cipriano
Director of Property and Resource Development
joyc@hnncsb.org
(757) 788-0066
300 Medical Drive
Hampton, VA 23666

AccessVA.org and other supportive non-profit organizations – CHP will communicate with accessibility minded organizations to inform them of the availability of accessible units at Wellesley.

Virginia Housing (VH) – CHP will provide information on the availability of accessible units to the VH representatives charged with accessible unit outreach.

Routine Marketing:

Newspapers/Internet – Newspaper and internet advertisements reach a broad range of apartment seekers, and as such, provide an excellent form of advertisement. When these methods are used, CHP will communicate the presence of available accessible units.

Industry Publications – CHP regularly uses a variety of industry publications, where available, to advertise available units. These advertisements, when used, will communicate the availability of accessible units.

Referrals – CHP regularly encourages referrals among and between managed properties. There are currently over 6,350 units under management by CHP, and Property Managers at the company will be informed of the availability of accessible units.

CHP will not be limited solely to the marketing efforts identified above but will pursue whatever other marketing means are necessary to advertise available accessible units at Wellesley.

Y

Inducement Resolution for Tax Exempt Bonds

Not Applicable